



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Purchase Order

**PURCHASE ORDER NO.**  
 LDPHONEA

**PAGE**  
 1

**05<sup>D</sup> 26**  
**R 728**

**BLANKET RELEASE**  
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

**CHANGE ORDER**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

PROPERTY OF STATE OF WEST VIRGINIA

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

Purchasing Division's File Copy

\*709030824 01 703-904-2273  
 SPRINT COMMUNICATIONS COMPANY  
 13221 WOODLAND PARK ROAD  
 MAIL STOP VAHRNA0602  
 HERNDON VA 20171

PROPERTY OF STATE OF WEST VIRGINIA

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED 08/09/2004	TERMS OF SALE NET 30	FEIN/SSN 431408007	FUND
SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	07/28/2004 PER ATTACHED PRICE		OPEN END 915-77 QUOTE AGREEMENT	<b>MICROFILMED</b> AUG 10 2004	<b>SWC</b> WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED AUG 10 2004 <i>Beverly Toler</i>
<p>THIS AGREEMENT CONSTITUTES THE ACCEPTANCE OF CONTRACT MADE BY AND BETWEEN THE STATE OF WEST VIRGINIA BY THE PURCHASING DIRECTOR</p> <p>AND SPRINT COMMUNICATIONS COMPANY</p> <p>FOR PROVIDING INTRASTATE, INTERSTATE AND INTERNATIONAL LONG DISTANCE, CALLING CARDS, INBOUND TOLL FREE &amp; DIRECTORY ASSISTANCE TO ALL PARTICIPATING WV STATE AGENCIES AND POLITICAL SUBDIVISIONS</p> <p>SERVICE BEGINNING AUGUST 10, 2004 AND EXTENDING UNTIL AUGUST 09, 2005. ALL IN ACCORDANCE WITH THE AGREEMENT ATTACHED HERETO AS A PART HEREOF.</p>					
					<b>ENTERED</b>

APPROVED FOR ONE FISCAL YEAR

*Laurel Wayfield*  
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

*8/9/04*

BY *Charlyn Miller*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
**TOTAL**  
 304-558-2596

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  30 8/9/04

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



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ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

\*709030824 01 703-904-2273  
 SPRINT COMMUNICATIONS COMPANY  
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ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/09/2004		NET 30		431408007			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	SCHEDULE OF PAYMENT:		FEE		\$OPEN END		
	\$INVOICE PER RATES						
	EXECUTION OF THIS AGREEMENT BY THE PURCHASING DIRECTOR, OR THEIR DESIGNEE, CONSTITUTES ACCEPTANCE BY THOSE PARTIES OF THE TERMS AND CONDITIONS CONTAINED IN THE ATTACHED CONTRACT DOCUMENTS AND BINDS THE VENDOR WHOSE SIGNATURE APPEARS THEREIN TO SAID TERMS AND CONDITIONS.						
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
	RATES:						
	TYPE OF SERVICE		UOM		UNIT COST		
	INBOUND TOOL FREE SERVICE		MINUTE		0.0477		
	INTERSTATE SERVICE		MINUTE		0.0306		
	INTRASTATE SERVICE		MINUTE		0.0403		
	CALLING CARD SERVICE		MINUTE		0.0806		
	PIC CHARGES		N/A		NO CHARGE		
	ADDITIONAL FEES:						
	USF				8.9%		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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SHIP VIA BEST WAY	FOB DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			USF ADMIN FEE, FEDERAL REGULATORY RECOVERY FEE AND CARRIER PROPERTY TAX	2.07%	

**TOTAL**

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## ATTACHMENT I

The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting quotations from qualified vendors to establish a statewide contract to replace services provided by AT&T via Purchase Orders ISC71041A and ISC71041C (copies of the Purchase Orders are available by contacting the Purchasing Division). The services include long distance (intrastate, interstate and international) and the necessary dedicated T-1s to handle the traffic, calling cards, inbound toll free calling, and directory assistance. The State of West Virginia will not guarantee any minimum monthly service to be used under this contract. The contract is effective for one (1) year with the option to renew one (1) additional year.

### Background

The Division of the Information Services and Communications Division (IS&C) of the Department of Administration has the responsibility for establishing, developing and improving data processing and telecommunications functions in the various State agencies, for promulgating standards in the utilization of data processing and telecommunications equipment and for promoting the more effective operation of all branches of State Government. IS&C has the responsibility for serving as manager/aggregator for all of the State's telecommunications facilities. In 1991, IS&C partnered with other administrative agencies, higher education and the K-12 community and embarked on a network consolidation program that created our current consolidated backbone network, a digital broadband architecture that offers voice, video and image transmission services for the West Virginia enterprise.

IS&C awarded contracts to AT&T for long distance, calling cards, directory assistance and inbound toll free services. These contracts expired June 30, 2004, and this procurement is intended to replace those agreements.

### Current Operating Environment

The Consolidated Backbone serves WV state government and educational institutions in all 55 counties. Dedicated intralata facilities within the network are leased from Verizon. This network carries international switched facilities, all inbound calling functions, interLata connectivity (dedicated and switched), interstate connectivity (dedicated and switched) and toll free services (inbound and outbound).

Today, there are 31 Centrex nodes placed strategically throughout the State. The reason for the strategic placement of these nodes is/was to offer a wider area for local calling. In addition to routing the calls made through these Centrex codes (ARS), these nodes also provide the local dial tone and telephone lines to the respective geographic areas. With regards to long distance, they are placed via either dedicated or switched.

Examples:

1. An agency is connected/serviced through the Centrex node in Huntington, WV. When this agency wants to call Morgantown, WV, the call is processed at the Huntington node and via ARS, the call gets routed across the network (and the Lata crossing) and hops off at the Morgantown, WV node and results in a local call.
2. When this same agency (referenced above) wants to make a long distance interstate call, the call gets routed from the Huntington Centrex node to the Charleston egress, hops off on the LD provider's network and completes the call.
3. When this same agency (referenced in # 1 above) wants to call another agency in the Bluefield LATA, the call is routed to the Charleston egress point, where it hops off onto the LD provider's network, stays on the LD provider's network to Bluefield, hops off at the correct Central Office and completes the call.

4. When an agency that is not connected/serviced through a Centrex node wants to make a call to any place other than its local calling area (intraLATA, interLATA, interstate, etc.), the call gets switched at the CO by means of a PIC code to the LD provider's network and the call is completed.
5. When an agency has a dedicated T-1 line for LD access, their Telephone system acts as the ARS to route calls either across the LEC's lines or across the dedicated LD providers facilities.

### Procurement Specifications

Each vendor will be required to meet the following specifications and provide pricing for the services listed on the mandatory Price Quote. The services shall seamlessly be converted in a transparent manner that will not negatively impact the users of the services (i.e. tax payers and user agency employees).

### Long Distance:

1. Per Minute Charges shall be based and billed on six second increments.
2. Per Minute Charges for long distance calls shall be the same regardless if the call is made using switched or dedicated facilities.
3. All connectivity charges and coordination efforts required to connect to the 2 egress points will be the responsibility of the successful vendor.
4. The successful vendor shall bear all expenses related to any conversion of any PIC, including all charges levied by local exchange carriers.
5. The dedicated T-1 facilities that have been identified in Attachment A must be converted by the successful vendor within 15 calendar days of contract award.
6. All converted and/or new dedicated facilities (i.e. T-1s, PRIs, etc.) must be included in the cost per minute. The State shall not pay a separate charge for these facilities.
7. The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic.
8. The 2 egress points must have switched overflow capabilities in addition to the dedicated facilities.
9. Existing long distance services must be converted to the new carrier within 30 calendar days of award of the contract, at no additional cost to the State.
10. Vendor must provide international calling.

### Calling Cards:

1. The vendor will be responsible for issuing approximately 5,200 replacement cards within 30 calendar days of award of the contract, at no additional cost to the State.

### Inbound Toll Free Calling:

1. Based on FCC 800 portability regulations, no change in the present toll free numbers shall be acceptable.
2. The inbound toll free numbers have been identified in Attachment B and must be converted by the successful vendor within 15 calendar days of award of the contract.
3. All converted and/or new dedicated facilities (i.e. T-1s, PRIs, etc.) must be included in the cost per minute. The State shall not pay a separate charge for these facilities.
4. The vendor is responsible for monitoring the dedicated facilities and providing any additional dedicated facilities necessary to minimize the amount of overflow switched traffic.

### Directory Assistance:

1. The vendor shall provide Dial "00" Operator Assistance.
2. The vendor shall provide interstate Directory Assistance.

3. In the event Operator services fail or overflow, the vendor shall have alternate routing to other facilities or to another IXC operator and such alternate routing shall be transparent to the end user.

**General Requirements:**

1. The vendor shall be required to comply with the terms of Senate Bill 700 and the emergency Legislative Rules with regards to billing and payment. See <http://www.legis.state.wv.us/legishp.html> for a copy of the Senate Bill and <http://www.wvsos.org/adlaw/proposed/161-02%20er.pdf> for the emergency rules (must have Adobe to access the rules).
2. Any new service must not be installed without an approved Telecommunications Change Request (TCR) from IS&C.
3. The vendor's billing must include all dedicated facilities, etc. that are required to support the services of this contract even if a zero charge. This will ensure a complete and accurate inventory of all services at all times that the State must maintain in order to be ensured of effective services.

**Price Quote:**

1. The vendor must complete the Mandatory Price Quote.
2. The vendor must identify any regulatory costs that are separate from the per minute cost, such as UCC fees. Any tariff, etc. that impacts these fees should be listed for reference.
3. Costs identified in the per minute charge or referenced as a regulatory fee are to be considered all-inclusive and no other costs shall apply.

**Evaluation:**

1. The vendor with the lowest total cost will be considered the successful vendor.

NOTE: The per minute cost proposed by the vendor for International calling will not be included as part of the cost evaluation, but MUST be quoted for use during the life of the contract.

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100





Circuit ID	Multipoint Ind.	Street	City	State	Circuit Type
DHEC837182	ATI	3110 MACCORRLE/FLR BSM/1RM 26	CHARLESTON, WV 25304	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC841879100A1	N	20 HOSPITAL DR	LOGAN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877100A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877200A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877300A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877400A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877500A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847877600A1	N	1 MEDICAL CENTER DR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC847908100A1	N	1 MEDICAL CENTER DRIVE NR VETERANS ADM CTR	MORGANTOWN WV 26506	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC877857100A1	N	3110 MACCORRLE AVE SE	MARTINSBURG	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC877857200A1	N	3110 MACCORRLE AVE SE	MARTINSBURG	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC877940100A1	N	400 N LEE ST	BUCKHANNON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC877973100A1	N	812 GORMAN AVE	LEWISBURG	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC878033100A1	N	HOSPITAL RD	ELKINS	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC878035100A1	N	1600 MEDICAL CENTER DR	GRANTSVILLE	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC878061100A1	N	701 MADISON AVE	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC878063100A1	N	ROUTE 55	MADISON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC878100100A1	N	1 BEHAVIORAL HEALTH RD	PETERSBURG	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC890522100A1	N	1 MEDICAL CENTER DR	WESTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC980094100A1	N	1 MEDICAL CENTER DR	CLARKSBURG	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC979715100A1	N	816 LEE STREET CENTREX	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC860184	ATI	100 ANGUS PEYTON DRIVE,	CHARLESTON WV 25301	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC379426100A1	N	1340 HAL GREER BLVD	SO. CHARLESTON, WV 25303	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC396017	ATI	@ CORNER HAL GREER BLVD	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC396017100A1	N	400 HAL GREER BLVD	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC393503101A1	N	HALL GREER ANG 3 AVE	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC396017300A1	N	400 HAL GREER BLVD	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC396017200A1	N	400 HAL GREER BLVD	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC222006100A1	N	300 S PRESTON ST TELCO	HUNTINGTON	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
DHEC222735100A1	N	8 LEE ST TELCO	RANSON WV 25438	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)
			MOOREFIELD WV 26836	WV	DIGITAL SERVICE 1.5 Mb/s (Includes Derived Channels)

Circuit ID      Multipoint      Street      City      State      Circuit Type      ATTACHMENT A

DHEC269795100ATI	N	217 N GEORGE ST	CHARLES TOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC269795200ATI	N	217 N GEORGE ST	CHARLES TOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DBEC 25590 ATI		816 LEE ST	CHARLESTON, WV 25301	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DBEC524754 ATI		816 LEE ST E	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DBEC524754 ATI		CHTNWVLEKZZ	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHDG 41602 AMV		816 LEE ST E 2ND COMPUTER	CHARLESTON, WV	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC 13810 ATI	N	200 EAST BURKE STREET	MARTINSBURG	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC171818 ATI	N	312 MC CORRIE AVE S.E.	CHARLESTON, WV	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC188380 ATI		816 LEE ST E	EAST CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC188380 ATI		WV ABM	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC248619100ATI	N	1900 E. KANEWA BLVD.	CHTNWVLEKZZ	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC480690 ATI	N	816 LEE ST E	CHARLESTON, WVA	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC500747 ATI	N	@ CONCORD COLLEGE, BASEMENT, SWITCH RM	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC669057100ATI	N	400 N LEE ST	ATHENS, WV	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC681385100ATI	N	816 LEE ST	LEWISBURG	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC681385200ATI	N	816 LEE ST	CHARLESTON, WV	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC721447 ATI	N	816 LEE ST E	CHARLESTON, WV	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC721448 ATI	N	816 LEE ST E	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC794071 ATI	N	WVA COLLEGE OF GRAD ST	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC805617100ATI	N	428 W MAIN ST EQPT	INSTITUTE	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC805617200ATI	N	428 W MAIN ST EQPT	CLARKSBURG, WV 26301	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC805617300ATI	N	428 W MAIN ST EQPT	CLARKSBURG, WV 26301	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC849120100ATI	N	COLLEGE CTR BLDG CAMPU	CLARKSBURG, WV 26301	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC916236001ATI	N	3310 PIEDMONT RD	ATHENS	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC916236001ATI	N	CHTNWVLEKZZ	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC916277 ATI	N	20 SOUTHAMPTON RD	WV M24	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC916277 ATI	N	SPFDMBRKZZ	WESTFIELD	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC925496100ATI	N	FERRIL HALL	WV M24	MA	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	A	3310 PIEDMONT RD	INSTITUTE	MA	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	B	25304 WV TPKE	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	C	RT 77 MILEPOST 62.5	KANAWHA CITY	VA	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	D	ROUTE 77-64	KINGSTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	E	157 ODD RD	BECKLEY	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
FDDC313557 AMV	F	19 MILEPOST	GHEENT	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC667417100ATI	N	90 MCCORRIE AVE SW	BLUESTONE ATHENS	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC667417200ATI	N	90 90 MCCORRIE AVENUE SW AVE SW	S. CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHDC386885 AMV		3110 MACCORRIE AVE SE	S. CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHDC386885 AMV		BROOKS & ELMWOOD ST	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC134956100ATI	N	645 KANAWHA AVE	CHARLESTON	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC149028100ATI	N	1 MEDICAL CENTER DR	RAINELLE	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC2626527100ATI	N	31 TAYLOR	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC2626527100ATI	N	FORT AVE	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC637305100ATI	N	400 FAIRVIEW HEIGHTS RD	HARPERS FERRY	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC6496642001ATI	N	1 WATERFRONT PL CLOSET	KEYSER	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC659064100ATI	N	RT 79 CABIN CREEK RD	SUMMERSVILLE	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC671900 ATI	N	837 CHESTNUT RIDGE RD	MORGANTOWN WV 26505	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC683501100ATI	N	4700 MAC CORRIE AVE SE	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC785855100ATI	N	837 CHESTNUT RIDGE RD	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC802334100ATI	N	930 CHESTNUT RIDGE RD	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC805481100ATI	N	1 MOUNTAINSIDE WAY	MORGANTOWN	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)
DHEC805481100ATI	N		MT OLIVE	WV	DIGITAL SERVICE 1.5 Mbs/ (Includes Derived Channels)

INBOUND TOLL FREE #S

ATTACHMENT B

800-206-6222	800-354-6087	800-550-3512	800-642-3021	800-803-8218	800-998-4644
800-206-6625	800-356-7836	800-550-3516	800-642-3074	800-805-5661	866-243-9010
800-210-2316	800-368-4358	800-550-3534	800-642-3437	800-805-5663	866-262-5348
800-222-9838	800-368-8808	800-550-3623	800-642-3463	800-805-5667	866-275-0512
800-225-5982	800-372-8632	800-550-3635	800-642-3499	800-805-5668	866-349-2697
800-227-9147	800-413-9752	800-550-3646	800-642-3617	800-805-5669	866-372-7568
800-230-9162	800-422-5700	800-550-3651	800-642-3634	800-805-5671	866-384-5250
800-231-4850	800-422-7398	800-550-8062	800-642-3642	800-805-5672	866-394-8137
800-233-3473	800-422-7498	800-550-8069	800-642-8207	800-805-5674	866-443-7310
800-233-3638	800-423-1271	800-550-8078	800-642-8208	800-805-5676	866-445-8490
800-234-6124	800-427-4142	800-550-8083	800-642-8244	800-806-4696	866-445-8491
800-234-6156	800-430-6979	800-550-8084	800-642-8509	800-813-5449	866-461-3578
800-234-7372	800-433-8894	800-550-8119	800-642-8522	800-813-5450	866-497-8463
800-241-6911	800-435-7381	800-550-8123	800-642-8544	800-813-5451	866-497-8464
800-243-7298	800-437-9495	800-550-8127	800-642-8589	800-813-5452	866-497-8465
800-243-9968	800-438-3571	800-550-8129	800-642-8674	800-813-5453	866-511-8704
800-247-8789	800-438-5389	800-550-8132	800-642-8687	800-813-5455	866-550-6918
800-249-3778	800-438-5390	800-550-9128	800-642-9004	800-813-5456	866-558-0664
800-250-4150	800-438-5391	800-550-9139	800-642-9021	800-813-5457	866-558-5163
800-250-9234	800-438-5392	800-550-9154	800-642-9056	800-813-5459	866-558-6178
800-252-5627	800-438-5395	800-550-9167	800-642-9066	800-818-9816	866-722-6482
800-253-1558	800-442-2888	800-550-9262	800-642-9076	800-835-4683	866-723-3982
800-256-4697	800-442-7900	800-550-9318	800-642-9292	800-835-9621	866-733-8789
800-257-3723	800-445-5818	800-550-9319	800-642-9703	800-841-6212	866-736-0463
800-262-7332	800-448-1479	800-550-9320	800-642-9704	800-842-3627	866-747-6743
800-265-6378	800-452-3436	800-550-9342	800-642-9842	800-843-4373	866-752-9060
800-272-2253	800-456-3488	800-550-9343	800-644-9318	800-848-4102	866-767-8683
800-273-6557	800-468-8330	800-550-9454	800-648-0274	800-858-4360	866-802-0780
800-278-1290	800-469-7224	800-550-9580	800-648-4922	800-870-4458	866-821-3630
800-282-9833	800-472-8286	800-550-9583	800-652-9033	800-870-4680	866-825-1660
800-284-9853	800-479-1364	800-550-9596	800-654-3312	800-870-4903	866-826-9933
800-285-7372	800-498-6233	800-550-9598	800-654-4406	800-870-5028	866-982-4685
800-287-8206	800-500-4079	800-556-8181	800-654-5227	800-870-5074	866-987-3783
800-291-0753	800-500-7023	800-557-1295	800-662-7338	800-871-7265	866-987-8283
800-292-1312	800-510-8666	800-558-3919	800-672-9672	800-887-2233	866-989-2824
800-292-5309	800-510-9714	800-559-0391	800-675-2073	800-906-4723	866-989-8227
800-293-9832	800-515-0301	800-571-4864	800-675-5181	800-922-1255	877-202-1978
800-297-4069	800-515-0302	800-576-7587	800-682-5869	800-924-2010	877-202-3135
800-297-6160	800-515-0308	800-579-8643	800-682-7866	800-926-2027	877-202-6565
800-303-0737	800-520-3852	800-580-4612	800-688-0392	800-944-9432	877-202-8745
800-303-0805	800-520-4756	800-581-6908	800-696-6456	800-953-7276	877-202-9161
800-303-0810	800-520-4759	800-585-2347	800-723-4687	800-969-6272	877-208-5171
800-303-0819	800-520-4760	800-588-9227	800-726-2537	800-972-2071	877-300-4703
800-303-0825	800-520-4761	800-606-7376	800-732-3304	800-981-7516	877-307-5692
800-303-0829	800-520-4762	800-606-7427	800-732-6204	800-982-2274	877-333-7268
800-314-1730	800-520-4763	800-608-5611	800-732-8929	800-982-2378	877-379-3219
800-317-5437	800-520-4765	800-609-0476	800-732-9562	800-982-2472	877-385-0896
800-322-5530	800-521-7842	800-624-8284	800-734-6234	800-982-2474	877-408-8853
800-324-6170	800-524-7088	800-627-7307	800-742-6991	800-982-3386	877-408-8927
800-330-8126	800-525-5381	800-627-7450	800-779-6852	800-982-4946	877-408-8930
800-344-5033	800-525-6324	800-628-4254	800-779-6853	800-982-7227	877-421-5074
800-344-5113	800-529-7700	800-628-4265	800-779-8287	800-982-7348	877-422-7398
800-344-5115	800-537-7077	800-633-4560	800-791-6673	800-982-7737	877-430-5772
800-344-5231	800-540-8082	800-635-0189	800-791-6674	800-982-8297	877-461-3578
800-344-6679	800-542-1902	800-637-2673	800-791-6675	800-982-8770	877-462-5460
800-344-7813	800-544-8514	800-638-4263	800-791-6680	800-982-9877	877-506-8490
800-345-4669	800-547-1262	800-638-9775	800-791-6681	800-984-2677	877-522-8875
800-346-7836	800-550-3468	800-641-5678	800-791-6684	800-984-3577	877-523-7070
800-352-0927	800-550-3487	800-642-1982	800-793-5820	800-984-3656	877-558-5134
800-352-6513	800-550-3499	800-642-2670	800-796-5699	800-987-2112	877-558-5143

877-558-5767	888-554-8324
877-562-6878	888-558-3543
877-563-0426	888-558-4388
877-565-3447	888-558-7002
877-591-9823	888-596-9729
877-591-9824	888-616-2577
877-611-1277	888-676-5546
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877-625-4946	888-781-0323
877-676-5573	888-825-5707
877-684-7336	888-826-0323
877-689-8638	888-834-3669
877-691-1399	888-838-2332
877-691-1600	888-879-9842
877-716-1212	888-881-1216
877-798-8692	888-897-2582
877-807-6400	888-982-3543
877-858-4069	888-982-7232
877-858-4070	888-983-2645
877-861-3155	888-984-4837
877-867-6411	
877-914-8266	
877-925-4982	
877-967-5498	
877-982-2322	
877-982-2889	
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888-405-0323	
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888-498-2667	
388-509-6567	
388-509-6568	
388-540-5465	
388-546-3272	

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**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

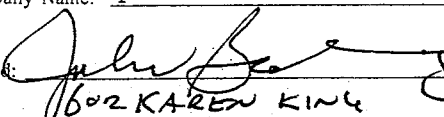
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: Sprint Communications Company L.P.

Signed:   
KAREN KING

Title: Manager, Government Contracts

Date: 7-27-04