



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.
 MPLS07

PAGE
 1

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

CHANGE ORDER
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *611101629 304-344-6700
 VERIZON BUSINESS SVCS
 1500 MACCORKLE AVE SE
 ROOM 100
 CHARLESTON WV 25314

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/23/2009		NET 30		470751768			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #03							
1. TO REMOVE DISCONTINUED ITEMS AND ADD ADDITIONAL VOIP PHONES AND PRICING. SEE ATTACHED. EFFECTIVE DATE: DECEMBER 3, 2008							
2. TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. EFFECTIVE DATE OF RENEWAL: 07/01/2009 THROUGH 06/30/2011 RENEWALS REMAINING: 2							
***** NO ADDITIONAL CHANGES *****							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 26 2009 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1/23/09

APPROVED FOR
Sandy Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *RON PRICE* 304-558-0492
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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 may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



Sandra Hawkins
Verizon Business
1410 MacCorkle Avenue, SE
Charleston, WV 25314

December 3, 2008

Mr. John Dunlap
State of West Virginia
Office of Technology
One Davis Square
Charleston, WV 25305

Dear Mr. Dunlap:

Attached you will find the pricing components for the VoIP phones. The IP600 and IP301 (highlighted in yellow) are already discontinued as of December 3rd, 2008, with the IP501 to be discontinued in 2009. The IP320, IP550, IP650, IP4000, and IP6000 are Polycom replacements (highlighted in green) available effective December 3rd, 2008. Verizon is asking the State of West Virginia to issue a change order effective December 3rd, 2008 to reflect the correct VoIP phones offered by Polycom so the West Virginia State Police may order additional phones that are needed.

The current contract became effective on August 10, 2007 to June 30, 2009, with an option to renew for three (3) additional two (2) year periods. With schools and libraries filing their 470's for 2009/2010 funding year Verizon is asking the State of WV to exercise one of the renewal options to accommodate the E-rate filings with the contract effective date of 7/1/09.

Please call me on 304 344 6700, with questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins
Senior Client Account Manager

RECEIVED

2009 JAN -7 PM 2:34

WV PURCHASING
DIVISION

RECD JAN 07 2009

APPENDIX E – PRICING FOR ALL VENDOR-PROVIDE OPTIONS

This appendix should provide pricing for any options that have an additional cost associated with them, as listed in the body of the technical response.

(THIS APPENDIX, TOGETHER WITH APPENDICES B AND D, SHOULD BE SEPARATED FROM THE TECHNICAL PORTION OF VENDOR RESPONSES AND BE INCLUDED IN VENDOR'S SEALED, COST PORTION OF THEIR RESPONSE TO THIS RFP.)

VoIP CPE Pricing			
Cisco 3745 DS3		\$13,120.00	
Cisco 2811 (1-PRI)		\$5,690.00	
Adtran 908 E 1-T1, 8FXS, 1PRI		\$1,858.00	
Adtran 924 IDA		\$2,504.00	
Cisco Pix 501(1-25)		\$637.00	
Cisco Pix 506 (26-50)		\$893.00	
Cisco Pix 515 (51+)		\$2,874.00	
Cisco 3550 (24 port POE)		\$2,237.00	
Mediatrix 1104		\$328.00	
Mediatrix 1124		\$1,772.00	
			Marked for Dis. Date Not Established
Polycom IP601		\$266.00	
Polycom Expansion Module		\$199.00	
Polycom IP600		\$266.00	Already Dis.
Polycom IP501		\$180.00	Dis 2009
Polycom IP301		\$120.00	Already Dis.
Cisco 7960G		\$372.00	
Cisco 7940G		\$312.00	
Polycom Soundpoint IP 320		\$94.00	
Polycom 501/301 POE Cable		\$29.00	
Polycom Soundpoint IP 550		\$227.00	
Polycom Soundpoint IP 650		\$276.00	
Polycom IP4000 Conference Phone		\$675.00	
Polycom IP4000 POE Power Module		\$66.00	
Polycom IP6000 Conference Phone		\$614.00	



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	DELIVERY DATE	CAT NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:						MPLS07	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	205-18			MULTI PROTOCOL LABEL SWITCHING (MPL		_____	_____
SIGNATURE _____						DATE _____	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE