



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
 00

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
 6

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	
04/16/2010		NET 30		470751768			
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				
CHANGE ORDER #06							
TO PROVIDE A REDUCED RATE FOR THE ATTACHED PIP DEDICATED STANDARD PORT CHARGES AS REFERENCED IN APPENDIX D.							
EFFECTIVE DATE: 03/08/2010							
***** NO ADDITIONAL CHANGES *****							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED APR 19 2010 <i>Kimberly D. Hyatt</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

George 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



Sandra Hawkins
Verizon Business
1500 MacCorkle Avenue, SE
Charleston, WV 25314

March 8, 2010

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

Dear Mr. Dunlap:

Verizon has secured a better rate for several PIP Dedicated Standard Port charges and would like to request a change order to MPLS07 to reflect the lower rate. Please see the attached outlining the current rate and the proposed lower rate referenced in Appendix D - Alternative Access Offerings Pricing PIP Dedicated Standard Port.

Thank you again for the opportunity to provide your telecommunication needs. Please feel free to contact me at (304)344-6700 with any questions or concerns.

Sincerely,

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

Sandra K. Hawkins
Senior Client Account Manager
(attachment)

REC'D MAR 16 2010

VBS 2		
PIP Ethernet Port Speeds	Current Rate	New Rate
200 MB	\$11,427.60	\$4,800.00
300 MB	\$12,386.00	\$6,900.00
400 MB	\$13,492.00	\$8,800.00
500 MB	\$14,583.00	\$10,000.00
600 MB	\$17,062.20	\$11,400.00
700 MB	\$18,415.20	\$12,600.00
800 MB	\$19,389.20	\$13,600.00
900 MB	\$20,363.00	\$14,400.00
1 GIG	\$22,926.60	\$15,000.00
Standard Pip Port Speeds		
622.08 MB	\$12,440.00	\$11,680.00

NRC will be per terms and conditions of existing agreement.

Qualifying Condition:

- Existing Verizon Business terms and conditions apply.



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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 _____			
							TOTAL

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BY _____
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