



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

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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
 7

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

SHIP TO
 *611101629 304-356-3395
 VERIZON BUSINESS SVCS
 4700 MACCORKLE AVE SE STE 101
 CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/10/2010		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 #07							
TO PROVIDE UPDATE, NAME CHANGE AND PRICE REDUCTION.							
1. MCI COMMUNICATIONS SERVICES, INC D/B/A VERIZON BUSINESS SERVICES, PROVIDES HOSTED IP CENTREX AND PRIVATE IP SERVICES.							
2. VERIZON WEST VIRGINIA INC. NOW IS AN INDIRECT SUBSIDIARY OF FRONTIER COMMUNICATIONS CORP. AND HAS BEEN NAMED FRONTIER WEST VIRGINIA INC.							
3. FRONTIER IS LOWERING EXISTING SWITCHED ETHERNET SERVICE (A.K.A. TRANSPARENT LAN SERVICE OR ELAN) PRICING ON THE EXISTING MPLS07 CONTRACT FOR 10MBPS, 100MBPS AND 1000MBPS SPEEDS.							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 NOV 15 2010
Beverly Toler

Daunte Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 41 304-558-0492
 BY *Richard S. Jurell* 11/20/10
 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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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				
THE PRICING WILL BE REDUCED AS FOLLOWS: 10MBPS BASIC ACCESS LINE WILL BE REDUCED FROM: \$885 TO \$575. 100MBPS BASIC ACCESS LINE WILL BE REDUCED FROM \$1,600 TO \$1,505. 1000MBPS (GIGE) BASIC ACCESS LINE WILL BE REDUCED FROM: \$2,650 TO \$2,500. EFFECTIVE DATE: OCTOBER 12, 2010 ***** NO ADDITIONAL CHANGES *****							
0001	12/21/2006	LS	205-18		.00000		
MULTI PROTOCOL LABEL SWITCHING (MPLS) VIRTUAL							
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



October 12th, 2010

John Dunlap
State of West Virginia
Office of Technology
1900 Kanawha Blvd E
Charleston, WV 25304

Re: MPLS07

Dear Mr. Dunlap:

We would like to update our letter to you delivered September 21st, 2010 by informing you that with the completion of the transaction under which Frontier Communications Corporation acquired control of Verizon West Virginia Inc., effective July 1, 2010, Verizon West Virginia Inc. now is an indirect subsidiary of Frontier Communications Corporation and has been renamed Frontier West Virginia Inc.

Therefore, to the extent necessary under State requirements, we are requesting a change order to update the name of Verizon West Virginia Inc. on the MPLS07 contract to its new name, Frontier West Virginia Inc. MCI Communications Services, Inc., d/b/a Verizon Business Services (Verizon Business) will remain on the contract as well.

In addition, Frontier is lowering the existing Switched Ethernet Service (a.k.a., Transparent LAN Service or ELAN) pricing on the existing MPLS07 contract for 10Mbps, 100Mbps, and 1000Mbps speeds (Appendix D Alternative Access Offerings Pricing for Ethernet SES (Standard VLAN)).

The pricing will be reduced as follows:

10Mbps Basic Access Line will be reduced from \$885 to \$575

100Mbps Basic Access Line will be reduced from \$1,600 to \$1,505

1000Mbps (GigE) Basic Access Line will be reduced from \$2,650 to \$2,500.

Thank you again for the opportunity to provide your telecommunication needs. Please feel free to contact either of us with any questions or concerns.

Sincerely,



Sandra K. Hawkins
Verizon Business
Senior Account Manager
304-356-3395



Rich O'Brien
Marketing Director- Southeast Region
Frontier Communications
Office: 304.344.6474



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Joe Manchin III
Governor

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: Jo Ann Adkins, Senior Buyer
Purchasing Division

FROM: Kyle Schafer, Chief Technology Officer
Office of Technology
Kyle Schafer

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: SWC-MPLS07, C.O. 7 - IS&C NUMBER: 2011-134

DATE: October 26, 2010

Subdivision §5A-6-4(a)(3) of the State Code permits the Chief Technology Officer to "evaluate, in conjunction with the Information Services and Communications Division [IS&C] of the Department of Administration, the economic justification, system design and suitability of information equipment and related services, and review and make recommendations on the purchase, lease or acquisition of information equipment and contracts for related services by the state spending units."

Your request for approval to update the name from Verizon West Virginia Inc., to Frontier West Virginia Inc., and decrease the rate for Switched Ethernet Service, has been reviewed and approved by the Office of Technology.

This memorandum constitutes this office's official approval and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Sharon Lacey at 304-957-8168.



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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