

Purchase Order



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

PURCHASE ORDER NO
 CPHONE07DA

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
 2

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

*317085145 304-590-0100
 VERIZON WIRELESS
 7600 MONTPELIER RD
 LAUREL MD 20723

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/21/2010		NET 30		223372889			
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 #02							
TO ADD NEW EQUIPMENT ACCORDING TO THE ATTACHED DOCUMENTATION.							
EFFECTIVE DATE: JANUARY 14, 2010							
***** NO ADDITIONAL CHANGES *****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 FEB 9 2010
Beverly Tolson

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *A 2/2/10*

George Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE




OPEN END
 TOTAL

**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.

The following Equipment is added to the Agreement:

The following Government Equipment Matrix reflects the pricing for equipment that is being made available to the State of West Virginia Government Liable Subscribers under Contract #CPHONE07D. The prices of equipment in the attached Equipment Matrix have been discounted and are in effect for new cellular service activations and eligible equipment upgrades. All Equipment is subject to availability. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price (review the terms of the contract regarding lost/stolen equipment). This offer cannot be combined with any other offer. Other restrictions or charges may apply. Quantities may be limited. Our Surcharges (incl. 2.39% Federal Universal Service (varies quarterly), 7¢ Regulatory/line/mo., & others by area) are not taxes; taxes may apply. Cannot be combined with any other offer. Coverage, service and offers not available in all areas. Government Agencies must have a service activation contract (purchase order) with Verizon Wireless to be eligible for equipment pricing (review the terms of the contract regarding purchase). Quantities may be limited. Other restrictions or charges may apply. All products or service names are property of their respective owners. © 2009 Verizon Wireless (11/10/2009).

	HTC DROID Eris ADR6200	Motorola DROID A8555	RIM Blackberry Storm2.9550
Cost	\$99.99	\$199.99	\$179.99
			
Mode:	All Digital	All Digital	All Digital
Color:	Black	Black	Black
Size:	4.45H x 2.19W x 0.51D	4.56H x 2.36W x 0.54D	4.4H x 2.4W x 0.53D
Weight:	4.23oz.	5.96oz.	5.5oz.
Screen Resolution:	320x480HVGA resolution	480x854 WVGA Display, supports up to 16M colors	480 x 360 pixel, 65k Color Support TFT-LCD
Number of Contacts:	Memory Dependent	Phonebook Contact capacity dependent upon optional removable memory	1000+
Talk Time:	Up to 214 Minutes	Up to 385 Minutes	Up to 330 Minutes
Standby Time:	Up to 373 Hours	Up to 270 Hours	Up to 269 Hours
Screen Size:	3.2"	3.7"	3.25 in. (dia.)
Software Version	1.12.605.1 CL76938	ESD20/BP: c_01. 3B.01p	5.0.0
	8GB microSD card Pre-installed	16GB microSD card Pre-installed	16GB microSD card Pre-installed
	Product Safety & Warranty Guide	Product Safety & Warranty Guide	BlackBerry Travel Charger & USB Cable
	Standard Lithium Ion Battery	RF Brochure	Global Support Kit
	Black Battery Cover	Wall/USB Charger	SIM Card (pre-installed)
	Quick Start Guide	Battery Door	Stereo Headset 3.5 mm
	Wall/USB Charger	Quick Start Guide	3 International Adaptor Clips
		Standard Lithium Ion Battery	Documentation Kit (including BlackBerry Desktop Software CD)
			Quick Reference Guide
			Standard Lithium Ion Battery
			Tips Foldout
Available Plans	VZW Nationwide Plans! No legacy Alltel plans	VZW Nationwide Plans! No legacy Alltel plans	VZW Nationwide Plans! No legacy Alltel plans



HTC DROID Eris ADR6200		Product Description	Model Number	UPC Code	Retail Price	WV Price
DROID Eris	Battery - Standard 1300 mAh		VZW6200BAT	N/A	\$39.99	\$29.99
DROID Eris	Leather Pouch with Swivel Belt Clip		SUSPCHM3	N/A	\$24.99	\$18.74
DROID Eris	Vehicle Charger		MINIUSBVPCX	N/A	\$29.99	\$22.49

Motorola DROID A8555		Product Description	Model Number	UPC Code	Retail Price	WV Price
DROID A8555	Battery - Standard 1400 mAh		MOTA855BAT	N/A	\$39.99	\$29.99
DROID A8555	Leather Pouch		MOTA855CAS	N/A	\$24.99	\$18.74
DROID A8555	Vehicle Charger		MICUSBVPC	N/A	\$29.99	\$22.49

The Accessory matrix reflects the current pricing for accessories that is being made available to the State of West Virginia Government Liable Subscribers under Contract #CPHONE07D. All Accessories are subject to availability. Taxes may apply. Prices are subject to change without notice and quantities may be limited. Other restrictions or charges may apply. All products or service names are property of their respective owners. © 2009 Verizon Wireless (11/10/2009)



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INVOICE TO

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VENDOR

*317085145 304-590-0100
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07DA				
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	
0001	985-77			STATEWIDE CONTRACT FOR CELL SERVICE			
		SIGNATURE _____		DATE _____			
						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