



## 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](http://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.



Verizon Wireless  
7600 Montpelier Road  
Laurel, MD 20723

April 29, 2010

Jo Ann Adkins  
State of West Virginia  
Dept of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Subject: Add equipment to the State of West Virginia contract CPHONE07DA

Dear Jo Ann Adkins:

Verizon Wireless is pleased to offer new wireless equipment pricing to the State of West Virginia and would like to update its current agreement with the State to add new equipment. These price offerings are being made available under the State of West Virginia contract CPHONE07D.

The new equipment options presented in this addendum will be in addition to what has been previously offered under this Agreement. Please see attached list of equipment to be added. No part of this offer may be modified unless done so by in writing and signed by an authorized representative of Verizon Wireless.

Signing below will indicate that the State accepts the equipment modifications to the current contract CPHONE07D. Once signed, this document may be faxed back to Verizon Wireless at (301) 617-8891.

I look forward to working with you to provide the State with wireless communication services. Should you have any questions or need further clarification on any aspect of this service offer, please contact Brian Winder at 240-568-1278 or by email at [brian.winder@verizonwireless.com](mailto:brian.winder@verizonwireless.com).

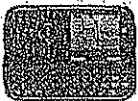



Sincerely,

Todd Laccisano  
Executive Director - Contract Management  
Enterprise & Government Markets  
Verizon Wireless

This offer is valid for ninety (90) days from April 29, 2010  
Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

**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. © 2010 Verizon Wireless (04/29/2010).

	<b>LG Cosmos VN250</b>	<b>Motorola Devour A555</b>	<b>Casio G'zOne Brigade C741 PTT</b>	<b>HTC DROID Incredible ADR6300</b>
<b>Cost</b>	<b>\$29.99</b>	<b>\$149.99</b>	<b>\$149.99</b>	<b>\$199.99</b>
				
<b>Mode:</b>	All Digital	All Digital	All Digital	All Digital
<b>Color:</b>	Gray	Gray	Black	Black
<b>Size:</b>	4.55H x 2.4W x 0.61D	4.55H x 2.4W x 0.61D	4.4H x 2.2W x 0.9D	4.63H x 2.3W x 0.47D
<b>Weight:</b>	6.35 oz.	6.35 oz.	6 oz.	4.59 oz.
<b>Screen Resolution:</b>	HVGA, 320 x 480, 65K colors	HVGA, 320 x 480, 65K colors	400 x 240; 65K TFT	480 x 800 WVGA AMOLED Touch screen
<b>Number of Contacts:</b>	Phonebook Contact capacity dependent upon optional removable memory	Phonebook Contact capacity dependent upon optional removable memory	Up to 500 with multiple contacts	Phonebook capacity dependant upon available memory
<b>Talk Time:</b>	Up to 340 Minutes	Up to 340 Minutes	Up to 360 Minutes	Up to 312 Minutes
<b>Standby Time:</b>	Up to 440 Hours	Up to 440 Hours	Up to 90 Hours	Up to 146 Hours
<b>Screen Size:</b>	3.1"	3.1"	2.9"	3.7"
<b>Software Version</b>	CALAND_X_01.15.08P	CALAND_X_01.15.08P	C741M050	1.22.605.0
<b>Included:</b>	8GB microSD card Pre-Installed Quick Start Guide Standard Lithium Ion Battery	8GB microSD card Pre-Installed Quick Start Guide Standard Lithium Ion Battery	Device Lock Tool Product Safety & Warranty Guide Standard Battery Cover	Battery Door Product Safety & Warranty Guide Standard Battery
	Product Safety & Warranty Guide	Product Safety & Warranty Guide	Wall Charger	Getting Started Guide
	RF Brochure	RF Brochure	Handset Charging Cradle	RF Brochure
	Wall/USB Charger	Wall/USB Charger	Quick Reference Guide Standard Lithium Ion Battery	Wall/USB Charger
<b>Available Plans</b>	<b>VZW Nationwide Plans! No legacy Alltel plans</b>	<b>VZW Nationwide Plans! No legacy Alltel plans</b>	<b>VZW Nationwide Plans! No legacy Alltel plans</b>	<b>VZW Nationwide Plans! No legacy Alltel plans</b>



**Accessories:**

<b>LG Cosmos VN250</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
LG Cosmos	Battery - Standard 950 mAh	LGVN250BAT	N/A	\$39.99	\$29.99
LG Cosmos	Case Leather Side Pouch	PDAPCHBRN1	N/A	\$24.99	\$18.74
LG Cosmos	Vehicle Charger	MICUSBVPC	N/A	\$29.99	\$22.49

<b>Motorola Devour A555</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
Motorola Devour	Battery - Standard 1400 mAh	MOTAS55BAT	N/A	\$39.99	\$29.99
Motorola Devour	Case Leather Side Pouch	UNIPDASDPCH1	N/A	\$24.99	\$18.74
Motorola Devour	Vehicle Charger	MICUSBVPC	N/A	\$29.99	\$22.49

<b>Casio G'zOne Brigade C741 PTT</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
Casio G'zOne C741	Battery - Standard 1150 mAh	VZW741BAT	N/A	\$39.99	\$29.99
Casio G'zOne C741	Case Rugged Pouch	VZW741PCH	N/A	\$19.99	\$14.99
Casio G'zOne C741	Vehicle Charger	VZWRCKVPC	N/A	\$29.99	\$22.49

<b>HTC DROID Incredible ADR6300</b>	<b>Product Description</b>	<b>Model Number</b>	<b>UPC Code</b>	<b>Retail Price</b>	<b>WV Price</b>
DROID Incredible	Battery - Standard 1300 mAh	VZW6300BAT1	N/A	\$39.99	\$29.99
DROID Incredible	Case Leather Side Pouch	PDASDPCH6	N/A	\$24.99	\$18.74
DROID Incredible	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. © 2010 Verizon Wireless (04/29/2010).

Signing below will indicate that the State accepts these pricing additions to the current wireless rate plan options available to the State under contract CPHONE07D.

Jo Ann Adkins, State of West Virginia \_\_\_\_\_ Date: \_\_\_\_\_



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.  
 CPHONE07DA

PAGE  
 [ ]

BLANKET RELEASE  
 00

CHANGE ORDER  
 5

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.

INVOICE TO

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

VENDOR

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

SHIP TO

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

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/22/2010		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				
RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07DA							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
			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