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

PURCHASE OFFER NO. CPHONE 07DA

BLANKET RELEASE

00

PAGE 1

Purchase Order

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

CHANGE ORDER 6

> SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

EXDOR

E

Ţ

*317085145

BY ORDER

304-590-0100

VERIZON WIRELESS 7600 MONTPELIER RD

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

LAUREL MD 20723 SH-P T O

AGENCY COPY

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

BEC	SHIP VIA T WAY	DESTINATION	FREIGHT TERMS PREPATD	ACCOUNT NUMBER MUL-MUL
INE	QUANTITY	UOP VENDORITEM NO CAT.NO ITEM NUMBER	0.	AMOUNT
1000000				:
			·	
				·
ĺ	1	CHANGE ORI	7FD 40.6	
		CHANGE ORI	JER 706	
			CT ACCORDING TO ALL	
	-	[SPECIFICATIONS CONTA	INED
.	ORDERS.	IAL CONTRACT AND A	ALL AUTHORIZED CHANGE	·
.		CONTRACT TOTAL.		· ·
		E OF EXTENSION: 1	11/01/2010	
	1111100011	10/31/2011		
		UIPMENT VOICE AND	D DATA PLAN PRICING,	
	SEE ATTCHED.			PURCHASING DIVISION
	.*	•		CERTIFIED ENCUMBERED
				OCT 2 7 2010
				1 2 1 - 1
ool	•			Beverly Toler
Ī	10/31/2009	985-77		
-	STATEWIDE CON	TRACT FOR CELL SE		
			OUS PO TOTAL==> OPF C CHANGE (+)==>	EN END
		10 1411	() () () ()	}

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

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.



STATE OF WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

OFFICE OF TECHNOLOGY

Joe Manchin III Governor

State Capitol
Charleston, West Virginia 25305

Robert W. Ferguson, Jr. Cabinet Secretary

Kyle Schafer Chief Technology Officer

MEMORANDUM

TO:

JoAnn Adkins, Senior Buyer

Purchasing Division

FROM:

Kyle Schafer, Chief Technology Officer

Office of Technology

SUBJECT:

INFORMATION TECHNOLOGY PROCUREMENT

REQUISITION NUMBER: CPHONE07DA, C.O. 6 - IS&C NUMBER: 2011

DATE:

October 7, 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 a Change Order to renew the agreement with Verizon Communications, add new equipment models and pricing, and voice and data plan pricing during the period November 1, 2010 through October 31, 2011, 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 304-957-6860.



JOE-MANCHIN III GOVERNOR

STATE-OF-WEST-VIRGINIA

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

2019 WASHINGTON STREET, EAST P.O. BOX 50130 CHARLESTON, WEST VIRGINIA 25305-0130

DIRECTOR

August 9,2010

David Ombres Verizon Communications 7600 Montpeller Rd. Laurel Md. 20723

Subject: CPHONE07DA ...

Dear Mr. Ombres,

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are November 1,2010 through October 31,2011. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

Ю́Аnn Adkins / Buyer Supervisor

304/558-8802

Attachment

We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

ROXANNE NOLETTE MARTIN **NOTARY PUBLIC**

FREDERICK COUNTY MARYLAND

My Commission Expires Aug. 8, 2011

FAX; (304) 558-4115

	RFQ No.	
TATE OF WEST VIRGINIA		

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association. Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one association, limited liability company or any other form or business association or other entity whatsoever, related to any with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

	the requirements as stated.
WITNESS THE FOLLOWING SIG	SNATURE
Vendor's Name:Cellco Pa	whoeship dba Venzon Wireless
Authorized Signature:	hell is
State of Manylon 4	Date: 9/3/10
County of Howard	v to-wit:
Taken, subscribed, and sworn to b	efore me this Thay of December, 2010.
	3, 201
	, 20
AFFIX SEAL HERE	NOTORY PUBLIC PRO LATE LAND
	MOTORY PUBLIC TRANSPORT
BOXANNE NOLETTE MA	ATIN

ROXANNE NOLETTE MARTIN
NOTARY PUBLIC
FREDERICK COUNTY
MARYLAND
My Commission Expires Aug. 8, 2011

Purchasing Affidavit (Revised 12/15/09)



Verizon Wireless 7600 Montpelier Road Laurel, MD 20723

September 7, 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 CPHONE07D

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.

Sincerely

Todd Loccisano

Executive Director - Contract Management

Enterprise & Government Markets

Verizon Wireless

NOISING DIVISION

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 (08/17/2010).

	Droid X MB810	Motorola Droid 2 A955
Cost	\$199.99	\$199.99
Mode:	All Digital	All Digital
Color:	Black	Black
Size:	5.02H x 2.57W x 0.39D	4.58H x 2.38W x 0.54D
Weight:	5.47 oz	5.96 oz
Screen	WVGA, 854 x 480,	WVGA 854 x 480,
Resolution:	16M colors	16M colors
Number of	Virtually limitless	Virtually limitless
Contacts:	contacts (only	contacts (only
	constraint is on-board	constraint, on-board
	memory (8GB)	memory (8GB)
Talk Time:	Up To 480 Minutes	Up To 575 Minutes
Standby Time:	Up To 220 Hours	Up To 315 Hours
Screen Size:	4.3"	3.7"
Software Version	1.13.604.MB810 / Baseband:	2.2.19.A955
	BP_C01.09.04P	
Included:	16GB microSD card	8GB microSD card
	Pre-installed	Pre-installed
	Getting Started Guide	Getting Started Guide
	Standard Lithium Ion Battery	Standard Lithium Ion Battery
	Battery Door	
	Product Safety &	Product Safety &
	Warranty Guide	Warranty Guide
	Wall/USB Charger	Wall/USB Charger
Available Plans	VZW Nationwide Plans Only!	VZW Nationwide Plans Only



Accessories:

DROID X MB810	Product Description	Model Number	UPC Code	Retail Price	WV Price
DROID X	Battery - Standard 1540 mAh	MOTDRDXBAT	N/A	\$39.99	\$29.99
DROID X	Case - Custom Leather Pouch	MOTDRDXCAS	N/A	\$24.99	\$18.74
DROID X	Micro USB Vehicle Power Charger	MICUSBVPC1	N/A	\$29.99	\$22.49

Motorola DROIE 2 A955	Product Description	Model Number	UPC Code	Retail Price	WV Price
DROID 2	Motorola Standard Battery 1420 mAh	MOTORDBAT	N/A	\$39.99	\$29.99
DROID 2	Case Leather Side Pouch	PDASDPCH6	N/A	\$24.99	\$18.74
DROID 2	Vehicle Charger	MICUSBVPC1	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 (08/17/2010).

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	Data
JO ADD ACKIDS	State of vvest Virginia	Data'



Verizon Wireless 7600 Montpelier Road Laurel, MD 20723

September 1, 2010

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

Subject: Change to Wireless under the State of West Virginia contract CPHONE07D

Dear Jo Ann Adkins:

Verizon Wireless is pleased to offer new wireless voice and data plan pricing to the State of West Virginia. These price offerings are being made available under the State of West Virginia contract CPHONE07D.

No part of this offer may be modified unless done so by in writing and signed by an authorized representative of Verizon Wireless. These new service options are in addition to what has been previously offered under this Agreement.

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. 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.

Sincerely,

Todd Loccisano

Executive Director - Contract Management

Enterprise & Government Markets

Verizon Wireless

Nationwide for Business Share Plan: Government Subscribers Only This Nationwide for Business Calling Plan is Not eligible for monthly access fee discounts#							
Monthly Access Fee With Sharing	\$19.99						
Home Airtime Minutes	0						
Overage Rate	\$0.25 per minute						
Mobile to Mobile Calling Minutes	Unlimited						
Night and Weekend Minutes	Unlimited						
Domestic Long Distance	Included						
Data Sent or Received*	\$1.99/ MB or per data package*						

Notes: Current Nationwide Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a twenty four (24) month Line Term or Line Term extension. Sharing on this Calling Plan requires all Subscribers to be on the same billing account. *3G Smartphones and 3G Multimedia Phones require a data package. Customer may not have more than 50% of their Total Subscriber Lines per Account on this Calling Plan; otherwise, Verizon Wireless reserves the right to migrate all additional Government Subscribers to the Nationwide for Business Share Plan with a Monthly Access Fee of \$34.99. This calling plan shares with Verizon Wireless share plans only it is not available and will not share with legacy Alltel West Virginia plans.

Data Pac Data for Simple Feature & The below Data Packages are NOT eli	3G Multimedia Phones	scounts:
Monthly Access Per Line	Data Allowance	Per-MB Overage Rate
N/A For Simple Feature Phones only*	Pay per use	\$1.99
\$9.99	25 MB	\$0.20 after allowance
\$29.99	Unlimited	N/A
Data for all 3G	Smartphones	
Data Feature or Plan	Monthly Access Per Line	Data Allowance
Personal Email Feature ^t	\$29.99	Unlimited
Personal Email Plan (Government Subscribers only)	\$49.99	Unlimited
Personal & Business Email Feature†*	\$44.99	Unlimited
Personal & Business Email Plan (Government Subscribers only)	\$49.99	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. *Mobile Email is included with the \$9.99 & \$29.99 solutions for Simple Feature & 3G Multimedia phones and is an additional \$5.00 per month for simple phones on the Pay per use data pricing. **A Business & Personal Email application by Remoba may be added to Simple Feature & 3G Multimedia Phones for \$9.99 per month. Mobile Web 2.0 pages may include Verizon Wireless and third party advertising Megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), Get it Now, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. NationalAccess Roaming will be charged at \$0.002 per KB (Canada) and \$0.005 per KB (Mexico). †Optional Features may only be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.

Personal Email: Includes BlackBerry internet service compatible with POP3, and IMAP email accounts only. The Personal Email Plan and feature are eligible for monthly access fee discounts and promotions, when available.

Personal Email Plan (Government Subscribers only): If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for voice calls, IS-95 and other non-National Access data usage in the United States.

Personal & Business Email: Includes Wireless sync or BlackBerry Solution with Microsoft Outlook, Lotus Notes, POP3 and IMAP email accounts. Personal & Business Email Features are eligible for monthly access fee discounts and promotions, when available.

Personal & Business Email Plan (Government Subscribers only): If the voice block feature is removed, Subscribers will be charged \$0.25 per minute for voice calls, IS-95 and other non-National Access data usage in the United States.

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

	•	
Jo Ann Adkins, State of West Virginia_		Date:

Purchase Order



N VOICE

Ţ

VEXDOR

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

CPHONE 07DA

BLANKET RELEASE

0.0

PURCHASE ORDER NO.

PAGE

ALL.STATE AGENCIES

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

CHANGE ORDER

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

6

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

*317085145

304-590-0100

VERIZON WIRELESS 7600 MONTPELIER RD

LAUREL MD 20723 S H I P T

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

	DATE PRINTED	TERMS OF SALE		FΕ	IN/SSN			FUND	
	10/18/2010 SHIP VIA	NET 30 F,O,B	223	372889	HTTERMS	0.000.000.000.000	ACC	ON ALTERIOR)=Didentification
DF	ST WAY	DESTINATION	***************************************	PREPA			UL-MUL	CONTRACTOR	
LINE	QUANTITY	UOP VENDOR ITEM N			UNIT PRICE			AMOUNT	
	DELIVERY DATE	CAT.NO ITEM.NUMBER							
					i		•		
		RECEIPT TIC	KET F	OR PUR	CHASE	ORDER:	CPHONEO'	7DA	
LIN	E CATNO ITEM	NUMBER	Γ	ESCRIP'	TION		Ç	YTÇ	DATE
									·
000:	L 985-77	STATEWIC	E CON	TRACT	FOR C	ELL SER	VICE		
	:						-		
		SIGNATURE			*:	DATE			
	·				*		•		
							•		
		1							
		·							
				V.					
		·			•				
									٠
					•	:			
IF APPR	OVAL AS TO FORM IS BEC	QUIRED BY ATTORNEY GENERA	AL CHEC	K HERE	3			-	
n AFFN	CTAL AS TO FORM IS BLU	ZONIED DI ATTOMET GENERA	ne, orieo					TOTAL	
						ļ			