## **Purchase Order**



BY ORDER

T O

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

PURCHASE ORDER NO CPHONE 07DA

PAGE 1

BLANKET RELEASE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

317085145 304-590-0100 VERIZON WIRELESS 7600 MONTPELIER RD

AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED

LAUREL MD 20723

ALL STATE AGENCIES

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

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BY\_

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

OPEN END

TOTAL

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.



Verizon Wireless 7600 Montpelier Road Laurel, MD 20723

March 8, 2011

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

Subject: Update to equipment options and wireless voice and data plans to the State of West Virginia contract CPHONE07DA.

#### Dear Jo Ann Adkins:

Verizon Wireless is pleased to offer new equipment options and wireless voice and data plans to the State of West Virginia. These price offerings are being made available under the State of West Virginia contract CPHONE07DA.

The new equipment options and wireless voice and data plans presented in this addendum will be in addition to what has been previously offered under this Agreement. Please see attached list of equipment options and plans 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 and plan modifications to the current contract CPHONE07DA. Once signed, this document may be faxed back to Verizon Wireless at (240) 568-1191.

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 David Ombres at 304-590-0100 or by email at David Ombres@VerizonWireless.com.

Sincerely

Todd Loccisano

Executive Director - Enterprise & Government Contracts



## Nationwide\* for Government Calling Plans for State of West Virginia Government Subscribers

Nationwide for Government Calling Plans have been discounted and are not eligible for additional monthly access fee discounts and include:

- Unlimited National Mobile to Mobile Minutes

Unlimited Night & Weekend Minutes

THE PARTY OF THE PROPERTY OF THE PARTY OF TH	und or Found marquing missists		
Monthly Anytime Voice Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Per-Minute Rate After Allowance
300 400	\$29,06	\$31.14	1
600	\$42.57	\$44,65	
1000	\$55.03	\$57.11	
Data Sent or Received**	\$1.99/MB		\$0.25
Unlimited Push to Talk	\$5 additional mont	***************************************	
Friends & Family for	Up to 10 Numbers for Enti	A STATE OF THE PARTY OF THE PAR	
Government*	Available on above 600 &		

Notes: Current coverage details can be found at <a href="https://www.verizonwireless.com">www.verizonwireless.com</a>. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Thoule Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, 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. \*Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.

# BlackBerry/PDA Nationwide\* Email for Government Calling Plans for State of West Virginia Government Subscribers

Nationwide Email Calling Plans have been discounted and are not eligible for additional monthly access fee discounts and include:

No Domestic Roaming o	oblie to Mobile Minutes or Long Distance Charges Allowance for email	Unlimited Night & Weekend Unlimited Domestic Text N		
Monthly Anytime Minutes	Monthly Access Fee Non-Shared Minutes	Monthly Access Fee Shared Minutes	Per-Minute Rate After Allowance	
<del>300</del> 400	\$58.72	\$60.74		
600	\$71.88	\$73,90		
1000	\$84.03	\$86.05	\$0.25	
National Access Roaming	\$0.002 per kilobyte		***************************************	
Data Sent or Received**	\$1.99/ MB			
Friends & Family for Government*	Up to 10 Numbers for Ent			

Broadband Internet Access Service for select BlackBerry/PDA Devices (modern cable required)

Discounted Monthly Access \$10.00 when added to a qualifying Voice Calling Plan with the Unlimited BlackBerry/PDA Feature or Choice Voice and Data Bundle

Notes: Current coverage details can be found at <a href="www.ver/zonwireless.com">www.ver/zonwireless.com</a>. See attached Calling Plan and Feature Details for important information about calling plans, features and options. \*Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, 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. \*Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal My8usiness.

#### State of West Virginia Equipment Pricing

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 #CPHONE07DA. 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 properly of their respective owners. © 2010 Verizon Wireless (06/21/2010).

Manufacturer/ Brand		Price	Manufacturer/ Brand 🥒	Model	Price
A CONTRACTOR AND THE STATE OF T	Apple	iPhone®/BLACKE	ERRY/PDA/SMARTPHONES		
Apple	iPhone4 16GB (MC 676MML/A)	\$199.99	RIM	8230 (Pearl Flip)	\$9.99
Apple	iPhone4 32GB (MC 67BMML/A)	\$299.99	RIM	8530 (Curve2)	\$0.00
LG	Ally (VS740)	\$149.99	RIM	9330 (Curve 3G)	\$79.99
LG	Fathom (VS750)	\$149.99	RIM	9550 (Storm 2)	\$199.99
LG	Vortex (all colors)	\$129.99	RIM	9630 (Tour)	\$104.99
Motorola	Citrus (MOTWX445)	\$29.99	RIM	9650 (Bold)	\$149.99
Motorola	Droid Pro (MOTXT610)	\$179.99	Samsung	Saga (i770)	\$29.99
Motorola	Drold (Mot A855)	\$149.99	Samsung	Omnia 2	\$49,99
Motorola	Droid X (Mot MB810)	\$199.99	Samsung	Fascinate (SCH - i500)	\$199.99
Motorola	Droid R2D2 (Mot A957)	\$149.99	Samsung	Continuum (SCH-i400)	\$149.99
Palm	Treo Pro	\$29.99	нтс	Touch Pro(XV6850)	\$0.00
	A CONTRACTOR OF THE PROPERTY O		A desir land of all the state of the state o		
	The state of the s	PUSH TO	TALK PHONES		40.00 March 10.00 March 10
Motorola	Barrage (V860)	\$129.99	VZW	GZ1 Brigade (C741)	\$199.99
Samsung	Convoy	\$50.00	VZW	GZ1 Rock (C731)	\$49.99
VZW	8975	\$0.00	VZW	GZ1 Ravine (C751)	\$179.99
Service Control of Con		BASIC FEA	TURE PHONES		
LG	VX5500	\$59.99	Samsung	Intensity (U450)	\$0.00
LG	VX5600 (Accolade)	<b>\$</b> 59,99	Samsung	Intensity II (U460)	\$119.99
LG	Cosmos (VN-250)	\$79.99	Samsung	Renown (u810)	\$69.99
LG	Cosmos Touch (VN-270)	\$99.99	VZW	Escapade	\$29.99
LG	Octane (VN-530)	\$149.99	∨zw	8950	\$79.99
Nokia	7705 (Twist)	\$0.00	VZW	KIN ONEm	\$19.99
Samsung	Knack (u310)	\$0.00	VZW	KIN TWOm	\$49.99
Samsung	Gusto (U630)	\$20.00	VZW	Blitz	\$39.99
Samsung	Trance (u490)	\$79.99	VZW	Exilim (C721)	\$89.99
Samsung	Reality (all colors)	\$129.99	n die 1745 - <del>Dermandeline, de l'acte</del> , obsides <del>colonic de le colon de la colon de la colon de l'acte de la colon de la colon</del>	The second secon	Appendid that is the first of t
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HP	Mini 1151NR	\$149.99	THP	Pavillion-dm1-2010NR	\$349.99
HP	Mini 110-1046NR	\$299.99			**************************************
nydicaalama, 2,5, n. 2011 (at 1962) - 11 Februari Grissio Grissio Grissio errangide amerikasa de saasaa		PC CARDS	/USB MODEMS		
LG	4G USB Modem (VL 600)	\$99.99	VZW	PC770	\$99.99
VZW	UM 175 (USB)	\$49.99	VZW	USB 1000	\$99.99
VZW	UM 190 (USB)	\$74.99	VZW	Five Spot (AC30)	\$0.00
VZW	4G Modern UML 290 (USB)	\$99.99	VZW	XU870	\$169.99
VZW	USB760	\$49.99	VZW	AD 3700	\$79,99

Signing below will indicate that the State accepts these equipment and pricing additions to the current wireless rate
plan options available to the State under contract CPHONE07DA.

Date:

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

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety,
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- SIMILAR SERVICES Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.

  Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. 'Please refer to the attached Clarification to Agreement Addendum.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon routual written agreement of the parties.
- 17. <u>INSURANCE</u> Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR	
Spending Unit: W OFFICE	OF TELHNOLOGANY Name: Y	Vetižon (Wifeless
Signed: Walfell Htt	Signed:	4624
Title:	Todd Lock Title: Enterprise	isano - Executive Director, and Government Contracts
Afton L. Hut Assistant General	SON Date: Appli 4 20	*
WV Department of Ac		
4.6.20		

### STATE OF WEST VIRGINIA



Clarification to Agreement Addendum

#### 13. LIMITATION OF LIABILITY

VERIZON WIRELESS SHALL NOT BE LIABLE TO THE STATE, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, USE OF THE EQUIPMENT BY THE STATE'S EMPLOYEES OR THE STATE'S AGENTS, THE MANUFACTURER OF THE EQUIPMENT, ANY REPAIR OR SERVICE OF THE EQUIPMENT BY THE STATE OR A THIRD PARTY, ANY MODIFICATIONS (AS DEFINED IN THIS AGREEMENT), OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY CALL OR SERVICE.

APPROVED AS TO FORM THIS 74LDAY OF April 20 //

DARRELL V. McGRAW, JR. ATTORNEY GENERAL

Page 2 of 2

April 1, 2011

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## **Purchase Order**



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

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VARIOUS LOCALES AS INDICATED BY ORDER

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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LAUREL MD 20723 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

	DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
	03/17/2011 SHIPVIA	NET 30	223372889 FREIGHT TERMS	ACCOUNT NUMBER
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		RECEIPT TICKE	T FOR PURCHASE ORDER:	CPHONE07DA
LINE	CATNO ITEM	NUMBER	DESCRIPTION	QTY DATE
0001	985-77	STATEWIDE	CONTRACT FOR CELL SER	VICE
		SIGNATURE	DATE	
IF APPRO	OVAL AS TO FORM IS RE	QUIRED BY ATTORNEY GENERAL,	CHECK HERE	
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