

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
 10

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

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

VENDOR

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

SHIP TO

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

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|---|---------------|---------------|----------------|---------------|------------|--|--|
| 08/25/2011 | | 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 | | | | |
| 0001 | 10/31/2009 | | 985-77 | | | | |
| CHANGE ORDER #10 TO ADD NEW EQUIPMENT LIST AND PRICING PER THE ATTACHED. EQUIPMENT AND PRICE PLAN MODIFICATION. ALSO, TO ADD THE WIRELESS SERVICE SURCHARGE RATE CHANGES: EFFECTIVE JULY 1, 2011 THE FEDERAL UNIVERSAL SERVICE FUND RATE IS 3.27% EFFECTIVE MAY 1, 2011 VERIZON WIRELESS WILL APPLY THE WV PUBLIC COMMISSION SURCHARGE AT THE CURRENT RATE OF 0.1678% | | | | | | | |
| | | | | | | PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 26 2011 <i>Beverly Toler</i> | |
| | | | | | | PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==> | |

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

OPEN END
 TOTAL

David Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 42
 BY *Chuck R...*
 PURCHASING DIVISION AUTHORIZED SIGNATURE
 304-558-8802
 8/25/11

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
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

MEMORANDUM

TO: Krista Ferrell, Buyer Supervisor
Purchasing Division

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

SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
REQUISITION NUMBER: CPHONE07DA, C.O. 10 - IS&C NUMBER: 2012-049

DATE: August 12, 2011

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 for Change Order 10 with Verizon Wireless, to add new equipment and pricing, the Federal Universal Service Fund (FUSF) rate increased from 2.39% to 3.27% effective July 1, 2011 and the WV Public Commission Surcharge at the current rate of 0.1678% effective May 1, 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 Consulting Services at Consulting.Services@wv.gov.

KS:tm



7600 Montpelier Road
Laurel, MD 20723

July 26, 2011

Krista Ferrell
State of West Virginia
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Dear Ms. Ferrell:

Verizon Wireless is pleased to offer new equipment options to the State of West Virginia under contract CPHONE07DA.

Additionally, please note the following wireless service surcharge rate changes:

- Effective July 1st, 2011, the Federal Universal Service Fund (FUSF) rate is 3.27%.
- Effective May 1, 2011, Verizon Wireless will apply the WV Public Commission Surcharge at the current rate of 0.1678%.

The rates listed above are subject to change.

The new equipment options and wireless service surcharge rates presented in this addendum are in addition to the equipment and rates previously offered under this Agreement. Please see attached list of equipment options to be added. No part of this offer may be modified unless done so 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 notification, please contact Kevin McKenzie at 304-807-0429 or by email at Kevin.McKenzie@VerizonWireless.com.

Sincerely,

A handwritten signature in black ink that reads "Todd Loccisano". The signature is written in a cursive, flowing style.

Todd Loccisano
Executive Director - Enterprise & Government Contracts



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 property of their respective owners. © 2010 Verizon Wireless (06/21/2010).

| Manufacturer/Brand | Model | Price | Manufacturer/Brand | Model | Price |
|---|---------------------------|----------|--------------------|--|----------|
| Apple iPhone®/BLACKBERRY/PDA/SMARTPHONES | | | | | |
| Apple | iPhone4 16GB (MC 676ML/A) | \$199.99 | RIM | 9330 (Curve 3G) | \$79.99 |
| Apple | iPhone4 32GB (MC 678ML/A) | \$299.99 | RIM | 9550 (Storm 2) | \$199.99 |
| LG | Revolution (VS910) | \$199.99 | RIM | 9650 (Bold) | \$149.99 |
| LG | Fathom (VS750) | \$149.99 | Samsung | Fascinate (SCH-i500) | \$199.99 |
| Motorola | Citrus (MOTWX445) | \$29.99 | Samsung | Continuum (SCH-I400) | \$149.99 |
| Motorola | Droid Pro (MOTXT610) | \$179.99 | Samsung | Droid Charge (SCH-i610) | \$249.99 |
| Motorola | Droid (Mot A855) | \$149.99 | HTC | Thunderbolt (ADR6400LVW) | \$199.99 |
| Motorola | Droid X2 (Mot MB870) | \$149.99 | HTC | Trophy (MWP6985VW) | \$149.99 |
| Motorola | Droid 3 (MOTXT862) | \$149.99 | HTC | Incredible 2 (ADR6350VW) | \$149.99 |
| Palm | Pre 2 (P141VZW) | \$154.99 | Casio | GZ1 Commando (C771) | \$149.99 |
| PUSH TO TALK PHONES | | | | | |
| Motorola | Barrage (V650) | \$129.99 | VZW | 8975 | \$0.00 |
| Samsung | Convoy | \$50.00 | VZW | GZ1 Ravine (C751) | \$179.99 |
| BASIC FEATURE PHONES | | | | | |
| LG | VX5600 (Accolade) | \$59.99 | Samsung | Gusto (U360) | \$59.00 |
| LG | Cosmos 2 (VN-251) | \$79.99 | Samsung | Intensity II (U460) | \$119.99 |
| LG | Cosmos Touch (VN-270) | \$99.99 | Samsung | Haven (SCH-U320) | \$0.00 |
| LG | Octane (VN-530) | \$149.99 | VZW | KIN ONEm | \$19.99 |
| | | | VZW | KIN TWOm | \$49.99 |
| NETBOOKS | | | | | |
| Compaq | Mini CQ1-688NR-LTE | \$449.99 | HP | Pavillion-dm1-3010NR - LTE | \$599.99 |
| PC CARDS/USB MODEMS | | | | | |
| LG | 4G USB Modem (VL 600) | \$99.99 | VZW | 4G USB Modem (USB551L) | \$50.00 |
| VZW | UM 190 (USB) | \$50.00 | VZW | PC770 | \$99.99 |
| VZW | 4G Modem UML 290 (USB) | \$50.00 | VZW | Five Spot (AC30) | \$0.00 |
| VZW | USB760 | \$50.00 | Samsung | LTE Mobile Hot Spot | \$99.99 |
| EMBEDDED TABLETS | | | | | |
| Apple | 16GB iPad 2 | \$629.99 | Samsung | Galaxy Tab 10.1 16GB (SCH-I905) (all colors) | \$529.99 |
| Apple | 32GB iPad 2 | \$729.99 | Samsung | Galaxy Tab 10.1 32GB (SCH-I905) (all colors) | \$629.99 |
| Apple | 64GB iPad 2 | \$829.99 | Motorola | Xoom™ Tablet (MOTM2600) | \$599.99 |
| Samsung | Galaxy Tab™ (SCH-I800BKV) | \$299.99 | | | |

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.

Krista Ferrell, State of West Virginia _____ Date: _____



State of West Virginia
 Department of Administration
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*317085145 304-590-0100
 VERIZON WIRELESS
 7600 MONTPELIER RD
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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