



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
 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
 11

12
 FILE LOCATION **21525**

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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	
12/16/2011		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				
			CHANGE ORDER #11				
	TO PROVIDE AN EMERGENCY EXTENSION TO THE ORIGINAL CONTRACT SO THAT THE CONTRACT MAY BE REBID. ALL TERMS, CONDITIONS, SPECIFICATION, AND PRICES CONTAINED IN THE ORIGINAL CONTRACT, INCLUDING ALL AUTHORIZED CHANGE ORDERS REMAIN UNCHANGED.						
	EFFECTIVE DATE OF EXTENSION: 11/01/2011 THROUGH 06/30/2012						
	RETURNED TO BUYER DATE: <u>12-21-11</u>						
	PURCHASING DIVISION'S FILE COPY,						
	PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 20 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 <input type="checkbox"/>						OPEN END	
						TOTAL	

SCANNED

Darryl Winters
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

12-19-11
 BT

BY *[Signature]*
 BUYER 42 304-558-8802
 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.html 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.



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2018 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY
DAVID TINCHER
DIRECTOR

November 15, 2011

David Ombres
Verizon Communications
7600 Montpelier 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, 2011 through June 30, 2012. 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,

Krista Ferrell / Buyer Supervisor
304/558-2596

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.

Todd Loccisano /

Name/Signature

December 14, 2011

Date

Executive Director,
Enterprise & Government Contracts

Title



7600 Montpelier Road
Laurel, MD 20723

December 14, 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 the State of West Virginia the opportunity to extend the following contract under the same terms and conditions:

Contract Number	CPHONE07DA
• Start Date	November 1, 2011
• End Date	June 30, 2012

Signing below will indicate that the State accepts the extension to the current contract CPHONE07DA under the same terms, conditions, and pricing. 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,

Todd Loccisano
Executive Director - Enterprise & Government Contracts

Signing below will indicate that the State accepts the extension to the current contract CPHONE07DA under the same terms, conditions, and pricing available to the State under contract CPHONE07DA.

Krista Ferrell, State of West Virginia _____ Date: _____