

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.	MPLS07
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CHANGE ORDER	1
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

AGENCY COPY

*611101629 304-344-6700
 VERIZON BUSINESS SVCS
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/26/2008		NET 30		470751768			
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		LS	CHANGE ORDER #01				
	TO ADD MULTILINK FRAME RELAY AND CIR RATES. SEE ATTACHED.						
	*****NO ADDITIONAL CHANGES*****						
			PREVIOUS PO TOTAL==>		.00000	OPEN END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 28 2008 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

3/26/08

Dawn Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

RON PRICE

304-558-0492

BY

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 or 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

Multilink Frame Relay Pricing and CIR pricing.

Element Name:	NRC	Monthly Recurring Charge (Each)
Multilink Frame Relay option per DS1	NA	\$20.00
Committed Information Rate (CIR), per PVC		
64 Kbps	N/A	\$2.00
128 Kbps	N/A	\$4.00
256 Kbps	N/A	\$8.00
512 Kbps	N/A	\$16.00
768 Kbps	N/A	\$24.00
1.152 Mbps	N/A	\$36.00
1.536 Mbps	N/A	\$46.00
2 Mbps	N/A	\$50.00
3 Mbps	N/A	\$75.00
4 Mbps	N/A	\$100.00
5 Mbps	N/A	\$125.00
6 Mbps	N/A	\$150.00
7 Mbps	N/A	\$175.00
8 Mbps	N/A	\$200.00
9 Mbps	N/A	\$225.00
10 Mbps	N/A	\$250.00
11 Mbps	N/A	\$275.00
12 Mbps	N/A	\$300.00
13 Mbps	N/A	\$325.00
14 Mbps	N/A	\$350.00
15 Mbps	N/A	\$375.00
16 Mbps	N/A	\$400.00
17 Mbps	N/A	\$425.00
18 Mbps	N/A	\$450.00
19 Mbps	N/A	\$475.00
20 Mbps	N/A	\$500.00
21 Mbps	N/A	\$525.00
22 Mbps	N/A	\$550.00

First PVC for Multilink Frame circuit would be at no charge. Additional PVC's would be charged at the above rates.



Sandra Hawkins
Verizon Business
1410 MacCorkle Avenue, SE
Charleston, WV 25314

March 3, 2008

Mr. John Dunlap
State of West Virginia
Office of Technology
One Davis Square
Charleston, WV 25305

Dear Mr. Dunlap:

While developing pricing for MPLS07 Verizon Business utilized the pricing from the original DATA05 contract products and pricing. Multilink Frame Relay was not added to DATA 05 until May 21, 2006, and was omitted from MPLS07. DATA05 has one renewal remaining and the Counties used MPLS07 on their 470's for e-Rate.

Multilink Frame Relay enhances the existing network and bridges the gap for locations with requirements that exceed T1 capacity, but cannot justify the step to a DS-3. Multilink Frame Relay offers the State a cost effective and smoother migration to higher bandwidths, as well as enhanced network efficiencies.

Attached you will find the pricing components of Multilink Frame Relay. The CIR charges are also included on the pricing table which will better clarify PVC charges for MPLS07.

Please call me on 304 344 6700, with questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins
Client Account Manager



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			MPLS07	
0001		205-18	MULTI PROTOCOL LABEL SWITCHING (MPL			QTY	DATE
			SIGNATURE _____			DATE _____	
						TOTAL	

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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE