



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.
 MPLS07

PAGE
 1

BLANKET RELEASE
 00

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
 4

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

VENDOR
 *611101629 304-344-6700
 VERIZON BUSINESS SVCS
 1500 MACCORKLE AVE SE
 ROOM 100
 CHARLESTON WV 25314

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/27/2009		NET 30		470751768			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #04				
			TO LOWER THE PIP DEDICATED STANDARD PORT 3.072 MBPS RATE. SEE ATTACHED.				
			EFFECTIVE DATE: FEBRUARY 20, 2009				
			***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						MAR 31 2009	
						<i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 3/27/09

Sawyer Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Ron Price* 304-558-0492
 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



Sandra Hawkins
Verizon Business
1500 MacCorkle Avenue, SE
Charleston, WV 25314

February 20, 2009

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

Dear Mr. Dunlap:

Verizon has secured a better rate for the PIP Dedicated Standard Port 3.072 Mbps and would like to request a change order to MPLS07 to reflect the lower rate. The old rate was \$551.80 and the new rate is \$400.00

Thank you again for the opportunity to provide your telecommunication needs. Please feel free to contact me at (304)344-6700 with any questions or concerns.

Sincerely,

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

Sandra K. Hawkins
Senior Client Account Manager
(attachment)

RECD FEB 27 2009



**APPENDIX D - ALTERNATIVE ACCESS OFFERINGS PRICING
 (THIS APPENDIX, TOGETHER WITH APPENDICES B AND E, SHOULD BE
 SEPARATED FROM THE TECHNICAL PORTION OF VENDOR RESPONSES AND BE
 INCLUDED IN VENDOR'S SEALED, COST PORTION OF THEIR RESPONSE TO THIS
 RFP.)**

Description of Offering	PAGE # AND/OR RFP SECTION	NRC	Monthly Unit Cost
30.928 mb			\$2,676.24
31.488 mb			\$2,724.75
31.552 mb			\$2,730.21
31.680 mb			\$2,741.34
32.480 mb			\$2,810.43
33.792 mb			\$2,924.04
34.368 mb			\$2,974.02
36 mb			\$3,115.14
36.8 mb			\$3,184.44
36.864 mb			\$3,189.90
37.072 mb			\$3,207.96
39.552 mb			\$3,422.58
39.769 mb			\$3,441.27
39.936 mb			\$3,455.76
40 mb			\$3,459.96
40.256 mb			\$3,464.16
41.444 mb			\$3,468.36
43.008 mb			\$3,544.38
43.2 mb			\$3,560.13
44.992 mb			\$3,707.97
PIP Dedicated Standard Port	3.1.6.1 3.1.7.1 & 3.1.7.4		
64 Kbps			\$39.00
128 Kbps			\$68.80
256 Kbps			\$110.80
384 Kbps			\$143.00
512 Kbps			\$175.40
768 Kbps			\$219.60
Ethernet 1 Mbps			\$270.40
1.024 Mbps			\$270.40
1.536 Mbps			\$200.00
Ethernet 2 Mbps			\$500.00
Ethernet 3 Mbps			\$551.80
3.072 Mbps OLD RATE			\$551.80
3.072 Mbps NEW RATE			\$400.00
Ethernet 4 Mbps			\$635.40
4.608 Mbps			\$677.20
Ethernet 5 Mbps			\$700.00
Ethernet 6 Mbps			\$735.40
6.144 Mbps			\$735.40
Ethernet 7 Mbps			\$770.40



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER			MPLS07	
						QTY	DATE
0001		205-18	MULTI PROTOCOL LABEL SWITCHING (MPL				
			SIGNATURE _____			DATE _____	

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE