



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  
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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  
 9

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      304-356-3395  
 VERIZON BUSINESS SVCS  
 4700 MACCORKLE AVE STE 101  
  
 CHARLESTON WV 25304

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/17/2011		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				
			CHANGE ORDER #09				
			TO ADD FRONTIER WEST VIRGINIA, INC. AS THE SINGLE POINT OF CONTACT FOR THE PURPOSES OF THE BROADBAND TECHNOLOGY OPPORTUNITIES PROGRAM (BTOP) GRANT NT 10BIX557031.				
			ALL OTHER TERMS AND CONDITONS REMAIN THE SAME.				
			EFFECTIVE DATE OF CHANGE: 11/17/2011				
			***** NO OTHER CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 17 2011 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

*Dawn Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 41 304-558-0492

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, 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](http://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.

November 4, 2011

David Tincher, Director  
West Virginia Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305

**Re: MPLS07**

Dear Director Tincher:

You have asked that Verizon Business explain how Verizon West Virginia Inc. (now Frontier West Virginia Inc.) became a party to the MPLS07 contract. Verizon Business notes that the signature block for the Verizon entities on the WV-96 Agreement Addendum, made part of the MPLS07 contract, reflects that Verizon Business Network Services, Inc. executed the agreement on behalf of both MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business") and Verizon West Virginia Inc. ("Verizon West Virginia"). Both Verizon Business and Verizon West Virginia had delegated signature authority to Verizon Business Network Services, Inc. for purposes of executing the MPLS07 contract and, thus, making Verizon West Virginia and Verizon Business original signatories to the MPLS07 contract.

Sincerely, 

Marsha K Harrell  
Senior Consultant  
Contract Management

Verizon Business Network Services, Inc.



November 4, 2011

State of West Virginia  
Office of Technology  
1900 Kanawha Blvd E  
Charleston, WV 25304

Re: Change Order No. 9 To Purchase Order MPLS07

The State of West Virginia, Department of Administration (the "State"), and Frontier West Virginia Inc. (formerly known as Verizon West Virginia Inc.) ("Frontier") and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services Inc. ("Verizon Business") (all of which are collectively, the "Parties") hereby enter into this Change Order No. 9 to Purchase Order MPLS07. The Parties agree as follows:

1. **Single Point of Contact for Grant NT 10BIX557031.** The Parties agree that for purposes of the Broadband Technology Opportunities Program ("BTOP") Grant to the State by the National Telecommunications and Information Administration ("NTIA"), Grant NT 10BIX557031 (the "BTOP Grant"):

- a. The build-out of additional network facilities for the BTOP Grant shall be governed by MPLS07, Attachment D, Clarifications to Terms and Conditions, page 72 of 74;
- b. Frontier shall be the single point of contact to the State for (i) ordering; (ii) implementation and installation, and (iii) issuance of bills (and collection of any) network facilities build-out charges; and

- c. Frontier shall be the single point of contact to the State for (i) ordering; (ii) implementation and installation, and (iii) issuance of bills (and collection of any) other charges associated with services provided by Frontier pursuant to the BTOP Grant, so long as Frontier is the sole provider of such services to the State, without any interaction with or responsibility on the part of Verizon Business.

In all other respects, Purchase Order MPLS07 remains unchanged.

2. **Other Terms and Conditions.** All other terms and conditions of Purchase Order MPLS07, as previously amended, including but not limited to Agreement Addendum WV-96, shall remain in full force and effect.

Thank you again for the opportunity to provide your telecommunication needs. Please feel free to contact either Sandy Hawkins on 304 356-3395 or Robert Roush on 304-344-7221 with any questions or concerns regarding this letter.

**FRONTIER WEST VIRGINIA INC.**

SIGNED:

Dana E Waldo

BY:

Dana E Waldo

ITS:

Service President & GM

**VERIZON BUSINESS NETWORK SERVICES INC., ON BEHALF OF MCI COMMUNICATIONS SERVICES, INC. D/B/A VERIZON BUSINESS SERVICES INC.**

SIGNED:

Marsha K. Harrell

BY:

Marsha K Harrell  
Senior Consultant  
Contract Management

ITS:

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Pricing & Contract Management [redacted]  
Marsha K Harrell, Senior Consultant, Pricing & Contract Management [redacted]  
Lisa M Guignard, Director, Pricing & Contract Management [redacted]; and  
Christopher W McKeown, Manager, Pricing [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.

This will be effective beginning on July 1, 2011 and ending on June 30, 2012 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine* 7/8/11  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

VP, Pricing & Contract Management [redacted]  
Responsibility Code or Cost Center Code

*Lisa M Guignard* 7/5/11  
Delegate's Signature - Lisa M Guignard

*Patricia L Myers* 7/8/11  
Delegate's Signature - Patricia L Myers

*Marsha K Harrell* 7/8/11  
Delegate's Signature - Marsha K Harrell

*Chris McKeown* 7/6/2011  
Delegate's Signature - Christopher W McKeown



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

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

TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE