



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.  
 CPHONE07A

PAGE  
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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  
 6

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

VENDOR  
 \*C20134352 304-353-8908  
 NTELOS  
 500 SUMMERS STREET  
  
 CHARLESTON WV 25301

SHIP TO

## AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/02/2008		NET 30		541859455			
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 #06				
			TO ADD NEW HANDSET OPTIONS AND SERVICES PER THE ATTACHED.				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 JUN 3 2008  
*Beverly Toler*

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

*J 6/2/08*

JO ANN ADKINS 304-55878802

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

*[Signature]*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**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.



May 6, 2008  
JoAnn Adkins  
Senior Buyer  
State Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25301

Ms. Adkins:

This is a Change Order to notify the state of West Virginia that NTELOS would like to immediately offer the following new handset options with corresponding pricing:

Add:

HTC 6800 Smartphone	\$299.99
Blackberry Pearl	\$ 99.99
Franklin USB Data Card	\$ 0.99
Kyocera 680 Data Card	\$ 0.99

Remove:

LG 245 – no longer available

Substitute:

Motorola 385 (remove Moto 323i) \$0.00

In addition to these new handsets we would like to add the following pricing for our new Wireless Broadband Data Services. This new data service will offer wireless data at a much higher speed than originally offered. In areas where this product is available customers will be able to stream data to smartphones and air cards at speeds comparable to cable. All packages listed below are for unlimited high speed data access:

EVDO-Hi Speed Blackberry Data – no change \$29.99ea  
EVDO-Hi Speed for Smartphones (Treo, Moto Q, HTC) – \$29.99ea  
EVDO-Hi Speed for Air Cards - \$49.99ea

Please approve these changes and add to the CPHONE07A Purchase Agreement so that we can better serve the needs of the State.

Sincerely,

Keely Williams  
NTELOS Wireless Account Executive, WV  
(304) 415.4724

RECEIVED  
08 MAY 21 AM 9:34  
PURCHASING DIVISION  
STATE OF WV



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 Purchasing Division  
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C-1110-002

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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

PURCHASER

\*C20134352      304-353-8908  
 NTELOS  
 500 SUMMERS STREET  
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07A				
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE		QTY	DATE	
			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