



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
 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
 13

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

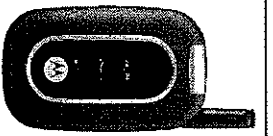
DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/30/2010		NET 30		541859455			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #13				
	TO PROVIDE A MORE LEGIBLE HANDSET MENU FOUND ON CHANGE ORDER NO. 11.						
	***** NO ADDITIONAL CHANGES *****						
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							
PURCHASING DIVISION CERTIFIED ENCUMBERED							
JAN - 3 2011							
<i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>							
12/30/10							
OPEN END							
TOTAL							

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

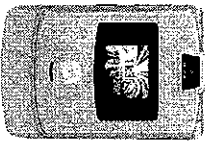
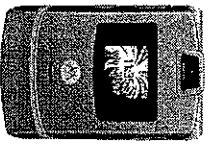
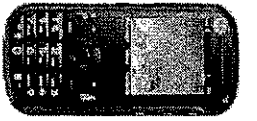
BY *Ann Adkins*
 TO ANN ADKINS 304-353-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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.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.



Features	Motorola W315 Blue (Refurbished)	LG 100	Samsung SCH-r100 Stunt	Samsung SCH-r430 Silver
Segmentation	Refurbished	Value	Value	Feature 1X
Price-Initial Cost	\$0.00 Lease	\$0.00 Lease	\$0.00 Lease	\$0.00 Lease
Price-Replacement Cost	\$39.00	\$53.72	\$64.26	\$31.60
Box accessories	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery
Digital talk/standby	207 mins/212 hrs	150 mins/240 hrs	250 mins/200 hrs	180 min/325 hrs
1X data	Yes	Yes	Yes	Yes
EVDO data	No	No	No	No
Mobile web	Yes	Yes	Yes	Yes
Text messaging	Yes	Yes	Yes	Yes
Picture messaging	No	No	Yes	Yes
BREW	Yes	Yes	Yes	Yes
Camera	No	No	No	Yes
Video camera	No	No	No	No
Micro SD Removable Memory Slot	No	No	No	No
Bluetooth	No	No	Yes	Yes
LBS	No	No	No	No
TTY	Yes	Yes	Yes	Yes
Phone Book	500	1000	500	500
Voice activated dialing	No	Yes	Yes	Yes
Voice memo	No	Yes	Yes	No
Speakerphone	Yes	Yes	Yes	Yes
Games	Via BREW	Via BREW	Via BREW	Via BREW
Ringers	Included or Via BREW	Included or via BREW	Included or via BREW	Included or Via BREW
Calendar	Yes	Yes	Yes	Yes
Calculator	Yes	Yes	Yes	Yes
Changeable faceplates	No	No	No	No
Form factor	Flip	Bar	Bar	Flip
Internal display size	96 X 32	128 X 128	128 X 160	128 X 160
External display size	128 X 160	N/A	N/A	N/A
Antenna	External	Internal	Internal	Internal
Weight	3.5 oz.	2.45 oz	2.63oz	3.2 oz.



Motorola VE440

Samsung SCH-r460

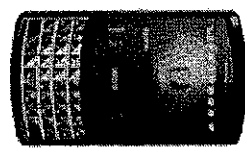
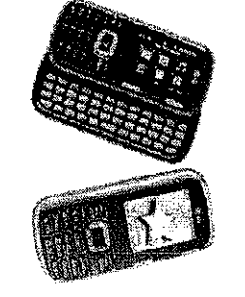
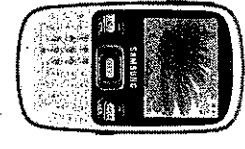
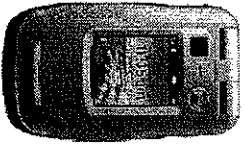
Motorola V3m RAZR
Blue and Lime
(Refurbished)

LG 370 Force

Samsung SCH-r1600

Feature 1X	Feature 1X	Refurbished	Feature EVDO	Feature EVDO
\$0.00 Lease	\$0.00 Lease	\$0.00 Lease	\$19.99	\$0.00 Lease
\$107.69	\$115.87	\$84.00	\$158.81	\$142.20
A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery	A/C Charger Lithium Ion Battery One Changeable Plate
270 min / 380 hrs	240 mins/440 hrs	188 mins/200 hrs	130 mins/159 hrs	180 mins/200 hrs
Yes	Yes	Yes	Yes	Yes
No	No	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	VGA	Yes	1.3 MP	Yes
No	No	Yes	Yes	Yes
Yes - Support up to 8 GB	Yes - Support up to 8 GB	Yes - Support up to 1 GB	Yes - Support up to 16 GB	Yes - Support up to 16 GB
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
500	500 locations	1000	500 locations	500
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
Via BREW	Via BREW	Via BREW	Via BREW	Via BREW
Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW
Yes	Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes	Yes
No	No	No	No	Yes
Flip	Flip	Flip	Flip	Flip
176 x 220	128 x 160	176 X 220	220 x 176	176 X 220
N/A	96 x 32	96 X 80	96 x 96	96 X 96
Internal	Internal	Internal	Internal	Internal
2.64 oz.	3.67 oz	3.49 oz.	3.03 oz	3.4 oz

Samsung SCH-r520 Trill		Motorola W845 Quantico		Samsung SCH-i-350 Freeform		LG 265 Script		Motorola Hint QA30		LG 700 Volt	
Feature	EVD/O	Feature	EVD/O	QWERTY	QWERTY	QWERTY	QWERTY	QWERTY	QWERTY	TOUCH	
A/C Charger	\$39.99	A/C Charger	\$79.99	A/C Charger	\$0.00 Lease	A/C Charger	\$0.00 Lease	A/C Charger	\$69.99	A/C Charger	\$49.99
Lithium Ion Battery	\$190.57	Lithium Ion Battery	\$208.57	Lithium Ion Battery	\$131.67	Lithium Ion Battery	\$147.47	Lithium Ion Battery	\$195.87	Lithium Ion Battery	\$221.21
270 mins/300 hrs		340 mins/440 hrs		360 mins/200/hrs		210 min/168 hrs		270 mins/360 hrs		270 mins/310 hrs	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	No	Yes	1.3 MP	Yes	Yes	Yes	Yes	
Yes - Support up to 32 GB	Yes	Yes - Support up to 16 GB	Yes	Yes - Support up to 16 GB	Yes	Yes - Support up to 16 GB	Yes	Yes - Support up to 8 GB	Yes	Yes - Support up to 16 GB	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	500 locations	Yes	Yes	Yes	Yes	
1000	1000	1000	1000	1000	1000	500 locations	700	700	1000	1000	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	
Via BREW	Yes	Via BREW	Yes	Via BREW	Yes	via BREW	Yes	Via BREW	Yes	Via BREW	
Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	Included or via BREW	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
No	No	No	No	No	No	No	No	No	No	No	
Slider	Slider	Flip	Flip	Bar	Bar	QWERTY bar/slide	QWERTY/Slider	QWERTY/Slider	TOUCH/Bar	TOUCH/Bar	
N/A	N/A	176 X 220	176 X 220	n/a	n/a	N/A	N/A	N/A	N/A	N/A	
176 X 220	176 X 220	120 X 160	120 X 160	2.2"	2.2"	176 X 220	320 X 240	320 X 240	240 X 400	240 X 400	
Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	
3.42 oz.	3.42 oz.	4.2 oz.	4.2 oz.	3.63 oz	3.63 oz	4.2 oz	4.2 oz	4.2 oz	4.5 oz	4.5 oz	





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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/30/2010		NET 30		541859455			
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		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
SIGNATURE _____			DATE _____				
RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		985-77		STATEWIDE CONTRACT FOR CELL SERVICE			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE