



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

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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
16

INVOICE TO

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

## AGENCY COPY

VENDOR

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

SHIPTO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/28/2012		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 #16				
			TO INCREASE THE USF RATE FEE FROM \$3.62 TO \$4.51 PER THE ATTACHED DOCUMENTATION.				
			EFFECTIVE DATE OF RATE INCREASE: 04/02/2012				
			TO PROVIDE AN EMERGENCY EXTENSION TO THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, SPECIFICATIONS, AND PRICING CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. EXTENSION ISSUED TO ALLOW TIME TO REBID THE CONTRACT.				
			EFFECTIVE DATE OF EXTENSION: 07/01/2012 THROUGH 12/31/2012				
			ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
			BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE				
			PREVIOUS PO TOTAL==>      OPEN END				
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED JUL 10 2012 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42      304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001	10/31/2006	EA	985-77		.00000		
<p>EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY.</p> <p>AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.</p> <p>THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.</p> <p>STATEWIDE CONTRACT FOR CELL SERVICE</p>							
						TOTAL	

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APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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 15, 2011

Senior Buyer Purchasing Division

2019 Washington Street East

Charleston W.V. 25301

Ms. Adkins:

This is Change order to notify the state of West Virginia Ntelos would like to will be changing USF from \$3.62 to the following \$ 4.51 :

Please approve these changes and add to the CPHONE7A purchase agreement so that we can better serve the State.

Sincerely

A handwritten signature in cursive script that reads "Lee Ann Brooks".

Lee Ann Brooks

Major Account Manager

540 241 1900



EARL RAY TOMBLIN  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROSS TAYLOR  
ACTING CABINET SECRETARY  
DAVID TINCHER  
DIRECTOR

June 11, 2012

~~Susan Hall~~ Lee Ann Brooks / Keely Williams  
Ntelos  
500 Summers Street  
Charleston, WV 25301

Subject: CPHONE07A

Dear Ms. ~~Hall~~, Brooks / Williams

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are July 1, 2012 through December 31, 2012. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

Krista Ferrell  
Buyer Supervisor  
304.558.2596

Attachment

*We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.*

Keely Williams Keely Williams      6/12/12  
Name/Signature      Date

Account Executive  
Title

NEW CONTACT:

Keely Williams - Account Executive  
Government, WV

Cell - 304.415.2182  
Fax - 866.772.1024  
email - williamsk@ntelos.com

PHONE: (304) 558-2306  
FAX: (304) 558-4115

www.state.wv.us/admin/purchase

E.E.O/AFFIRMATIVE ACTION EMPLOYER



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SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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RECEIPT TICKET FOR PURCHASE ORDER: CPHONE07A							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		985-77	STATEWIDE CONTRACT FOR CELL SERVICE				
			SIGNATURE _____		DATE _____		
						TOTAL	

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