



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
00

CHANGE ORDER
17

135
 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.

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

13

FILE LOCATION 23449

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

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/06/2012	NET 30	541859455	
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL.-MUL.
LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE
			AMOUNT
Purchasing Division's File Copy			
CHANGE ORDER #17			
TO PROVIDE UPDATED EQUIPMENT AND ACCESSORY LIST PER THE ATTACHED.			
EFFECTIVE DATE OF CHANGE: 08/06/2012			
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 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.			
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			
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>			OPEN END
			TOTAL

SCANNED

RETURNED TO BUYER
 DATE: AUG 14 2012

PURCHASING DIVISION
 AUG 13 2012
 Beverly Toler
 ENTERED

8-9-12
Dwayne Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER #2 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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CHANGE ORDER
 17

INVOICE TO

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

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/06/2012		NET 30		541859455			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	PREPAID	MUL-MUL	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER	UNIT PRICE			
0001	10/31/2006	EA	985-77	.00000			
<p>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	

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

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 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.



June 14, 2012

Ms. Krista Ferrell, Buyer Supervisor
2019 Washington Street, E.
P.O. Box 50130
Charleston, WV 25305

Ms. Ferrell,

This letter is intended to update our existing handset offering for the WV State Wireless Contract CPHONE07A. Please approve the addition of the attached list of handsets and associated pricing to our contract.

In addition we would like to update our contact for this contract to Keely Williams with the following information:

Keely Williams, AE -Government, WV
500 Summers Street
Ste 200
Charleston, WV 25301
Cell: 304.415.2182
Fax: 866.772.1024
E-Mail: williamsk@ntelos.com

Thank you for this opportunity to provide services for the Agencies of the State of WV. We appreciate your business.

Sincerely,

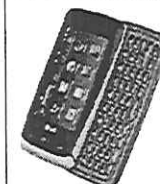

Keely Williams, nTelos Wireless



Features	BlackBerry Curve 8530	BlackBerry Curve 9330	BlackBerry Bold 9650	Samsung Gem	LG Axis	HTC Desire	Motorola Milestone Plus	HTC Merge	Samsung Showcase
Two Year Cost	\$0.00	\$0.00	\$99.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Packaged with...	A/C Charger Lithium Ion Battery USB Cable 1GB Memory Card Stereo Headset	A/C Charger Lithium Ion Battery USB Cable 2GB Memory Card Stereo Headset	A/C Charger Lithium Ion Battery Leather Holster USB Cable 1GB Memory Card Stereo Headset	A/C Charger Lithium Ion Battery USB Cable 2GB Memory Card Stereo Headset	A/C Charger Lithium Ion Battery USB Cable 4GB Memory Card Stereo Headset	A/C Charger with USB cable Lithium Ion Battery 3.5mm stereo earbuds 8GB Memory Card	A/C Charger with USB cable Lithium Ion Battery 8GB Memory Card	A/C Charger with USB cable Lithium Ion Battery 8GB Memory Card Stereo Headset	A/C Charger with USB cable Lithium Ion Battery 8GB Memory Card
Digital talk/standby	260 mins/264 hrs	270 mins/252 hrs	300 mins/312 hrs	270 mins/300 hrs	450 mins/500 hrs	300 mins/240 hrs	390 mins/330 hrs	300 mins/200 hrs	420 mins/312 hrs
Mobile Web	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser	HTML Internet Browser
Text Messaging	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BREW	Java	Java	Java	No – Android Mkt	No – Android Mkt	No – Android Mkt	No – Android Mkt	No – Android Mkt	No – Android Mkt
EMS	No	No	No	No	No	No	No	No	No
Camera	2MP w/ zoom	2MP w/ zoom	3.2MP w/ flash & zoom	3.2MP w/ zoom	3.2MP w/ zoom	5MP w/ zoom	5MP w/ flash & zoom	Yes5MP w/ flash & zoom	5MP w/ flash & zoom
Video Camera	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MMS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Micro SD Slot	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bluetooth	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
LBS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TTY	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EV-DO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Activated Dialing	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes
Voice Memo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
External Display	320x240	320x240	480x360	400x240	800x480	480x800	480x360	480x800	800x480
Antenna	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal
Portable HF Kit	Optional	Optional	Optional	No	No	No	No	No	No
Data Kit	Included	Included	Included	Yes	No	No	No	No	No
GPS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Weight	4.02 oz	3.70 oz	4.80 oz	3.85 oz	5.57 oz	4.76 oz	4.73 oz	6.98 oz	4.16 oz
Ringer Types	32	32	32	72	72	72	72	72	72



Features	Motorola Milestone X	HTC 7 Pro	Novatel MC760	Franklin Wireless U210	Novatel MiFi	Axesstel MV440
Two Year Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.99
Packaged with...	A/C Charger with USB Cable Lithium Ion Battery 2GB Memory Card	A/C Charger with USB Cable Lithium Ion Battery Stereo Headset	Software Carrying Case Lanyard USB Extension Cable Rear LCD Holder	Quick Start Guide USB Cable Case/Pouch	Quick Start Guide A/C Charger USB Cable Case/Pouch	Antennas Battery Ethernet Cable USB Cable USB Driver Install CD
Digital talk/standby	480 mins/214 hrs	280 mins/360 hrs	N/A	N/A	4 hrs of browsing	N/A
Mobile Web	HTML Internet Browser	HTML Internet Browser	N/A	N/A	N/A	N/A
Text Messaging	Yes	Yes	Yes	Yes	Yes	No
BREW	No – Android Mkt	No – Android Mkt	N/A	N/A	N/A	N/A
EMS	No	No	N/A	N/A	N/A	N/A
Camera	8MP w/ flash & zoom	5MP w/ flash & zoom	N/A	N/A	N/A	N/A
Video Camera	Yes	Yes	N/A	N/A	N/A	N/A
MMS	Yes	Yes	N/A	N/A	N/A	N/A
Micro SD Slot	Yes	Yes	No	Yes	No	No
Bluetooth	Yes	Yes	N/A	N/A	N/A	N/A
LBS	Yes	Yes	N/A	N/A	N/A	N/A
TTY	Yes	Yes	N/A	N/A	N/A	N/A
EV-DO	Yes	Yes	Yes	Yes	Yes	Yes
Voice Activated Dialing	Yes	No	N/A	N/A	N/A	N/A
Voice Memo	Yes	Yes	N/A	N/A	N/A	N/A
Speakerphone	Yes	Yes	N/A	N/A	N/A	N/A
External Display	854x480	480x800	N/A	N/A	N/A	N/A
Antenna	Internal	Internal	Internal	Internal	Internal	External
Portable HF Kit	No	No	N/A	N/A	N/A	N/A
Data Kit	No	No	N/A	N/A	N/A	N/A
GPS	Yes	No	N/A	N/A	N/A	N/A
Weight	5.47 oz	6.50 oz	0.7 oz	.07 oz	2.08 oz	21.2 oz
Ringer Types	72	72	N/A	N/A	N/A	N/A



Features	LG 100	Kyocera Luno	Samsung Contour	LG Wine II	Motorola Quantico	Kyocera Torino	Samsung Profile	Samsung Messenger Touch	LG Prestige
Segmentation	Value	Feature 1X	Feature 1X	Feature EV-DO	Feature EV-DO	QWERTY	QWERTY/slider	Touch QWERTY slider	Touch QWERTY slider
Price-Initial Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	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
Digital talk/standby	150 mins/240 hrs	250 mins/300 hrs	198 mins/200 hrs	180 mins/336 hrs	340 mins/440 hrs	330 mins/288 hrs	300 mins/520 hrs	300 mins/288 hrs	
1X Data	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EV-DO Data	No	No	No	Yes	Yes	No	Yes	Yes	Yes
Mobile Web	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Text Messaging	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Picture Messaging	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BREW	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Camera	No	Yes	Yes	Yes	Yes	Yes – 1.3 MP	Yes	Yes	Yes
Video Camera	No	No	No	Yes	Yes	No	Yes	Yes	Yes
Micro SD Slot	No	No	No	Yes – up to 16GB	Yes – up to 16GB	No	Yes – up to 16GB	Yes – up to 32GB	Yes – up to 16GB
Bluetooth	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
LBS	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes
TTY	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Phone Book	500	500	1000	1000	1000	500	2000	1000	1000
Voice Activated Dialing	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Memo	Yes	No	No	Yes	Yes	Yes	Yes	No	Yes
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Games	via BREW	via BREW	via BREW	via BREW	via BREW	via BREW	via BREW	via BREW	via BREW
Ringers	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW	Incl or via BREW
Calendar	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Calculator	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Form Factor	Bar	Flip	Flip	Flip	Flip	Bar	Bar/slider	Bar/slider	Bar/slider
Internal Display	128x128	128x160	160x128	240x320	176x220	N/A	N/A	N/A	N/A
External Display	N/A	96x96	64x96	128x160	120x160	320x240	240x320	240x320	400x240
Antenna	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal	Internal
Weight	2.45 oz	3.0 oz	3.81 oz	3.60 oz	4.20 oz	3.49 oz	3.81 oz	3.81 oz	4.69 oz