

Request for Quotation CELPHONE07

* Technical *



NTELOS Wireless 500 Summers Street Suite 300 Charleston, WV 25301 304.353.8908 Keith Collins, Area Director – WV

Date:	7/20/06	
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Betty Francisco, Senior Buyer Purchasing Division 2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305-0130



Dear Mrs. Francisco,

On behalf of the entire Ntelos team I would like to thank you for this opportunity to bid for the cellular service for the State of West Virginia. We are very excited to better serve our existing State accounts, and expand that relationship to include other agencies in need of dependable and affordable wireless communication solutions.

In the section following this letter you will find detailed information about NTELOS as a company and our impact on the State of West Virginia to this point in time. I would like to take this opportunity to express what makes NTELOS the best choice for the State of West Virginia: Local Presence, Coverage Area, Economic Rate Plans and Customer Service.

NTELOS has spent over a century providing dependable communication solutions to the people and businesses in West Virginia and Virginia. We employ over 130 local residents in our retail stores and Charleston-based corporate headquarters. Our years of experience in the West Virginia area coupled with our local base of operations has given us a unique understanding of the needs of local businesses and government. The best testimony we have to offer would be that of our existing government accounts who have been loyal customers and trusted partners for many years. These agencies include, but are not limited to the West Virginia Department of Health and Human Resources, West Virginia Division of Juvenile Services, United States District Court System and various local municipalities.

The high-level technology we employ at NTELOS provides our customers with a flexible system that combines the best of many networks in one. We use the most prevalent digital technology in this area, so that we may integrate our service with many others to offer a larger comprehensive coverage area. In the summer of 2006 we will be adding 42 additional cell cites to our current 245 cell cites across the state. This expansion will be seen up the I-79 corridor and Route 460 from Bluefield to Blacksburg. NTELOS will be the first and only carrier to offer continuous service from Charleston to Morgantown up I-79.

The large coverage area is only part of what makes the rate plans at NTELOS so valuable. With unlimited network offers or generous packages of national pooled minutes, we virtually eliminate the concern for extra charges such as roaming and overage that you have with other carriers. These extraordinary and competitively priced rate plans also include many of our most commonly used features free of charge.

NTELOS has built a strong customer base in West Virginia by offering the best customer support in the industry. A locally owned and operated company like NTELOS will offer the most attentive and flexible customer support to the State. With dedicated local support in our sales, management and customer service departments we will be able to respond to the needs of the state quickly and efficiently. No automated customer support! At NTELOS we have real people...real solutions...real fast! We like to think of our customers as local partners and look forward to extending that partnership to many divisions of the State of West Virginia.

At NTEOS we truly do have...More ways to bring more people together!

Sincerely,

Keith Collins

Director of Sales, West Virginia

NTELOS Wireless 500 Summers Street

Suite 300

Charleston, WV 25301

NTELOS Company Information

NTELOS is a diversified communications provider offering a broad range of integrated solutions for business and residential customers throughout West Virginia and Virginia. Renowned for outstanding customer service, quality and value, NTELOS has been the region's premier communications company for more than a century. In addition to being the first to provide digital wireless service in West Virginia we also provide high-speed data access and competitive local (CLEC) telephone service in West Virginia.

Founded in 1897, our wireline business and its predecessor organizations have consistently outperformed the service benchmarks set by the Virginia State Corporation for telephone service. Our wireline incumbent local exchange carrier business is conducted through two subsidiaries that qualify as rural telephone companies under the Telecommunications Act of 1996. These two rural telephone companies, which we refer to as our RLECs, provide wireline communications services to residential and business customers in the western Virginia communities of Waynesboro, Covington, Clifton Forge and portions of Botetourt and Augusta Counties.

In 1998, we began to leverage our wireline network infrastructure to offer competitive local exchange carrier, or CLEC, communication services in Virginia and West Virginia outside our RLEC service area. Our CLEC business markets and sells local, long distance, and high-speed data services almost exclusively to business customers, with residential service limited to bundled service offerings with DSL. We also own a 1,900 mile regional fiber-optic network which directly connects our networks with many of the largest markets in the mid-Atlantic region. We operated over 47,000 rural telephone company telephone access lines and 13,200 broadband access connections in our markets, and we had completed the investment required to offer DSL services in 90% of our service area. Current we have approximately 1200 employees.

Our wireless operations are composed of an NTELOS branded retail business and a wholesale business that we operate under an exclusive contract with Sprint Nextel. We believe our regional focus and contiguous service area combined with a national offer through our strategic partnerships provide us with a differentiated competitive position relative to our primary competitors, all of whom are national providers. We operate 68 company owned retail locations, of which 17 are located in our West Virginia market. We hold digital wireless personal communication services, or PCS, licenses to operate in 29 basic trading areas, with a licensed population of approximately 8.7 million, and we have deployed a network using code division multiple access technology, or CDMA, in 20 basic trading areas which currently cover a total population of approximately 5.0 million potential subscribers. Our wireless retail business has approximately 328,000 NTELOS branded subscribers.

In 2004 we entered into a seven-year exclusive network agreement to be a wholesale provider of network services for Sprint Spectrum, the wireless subsidiary of Sprint Nextel. Under this agreement, which we refer to as the Strategic Network Alliance, we are the exclusive PCS network service provider through July 2011 to all Sprint Nextel wireless services offered to approximately 3 million people in our western Virginia and West Virginia service area, which we deliver over our CDMA third generation, one times radio transmission technology, network, utilizing our own spectrum.

NTELOS launched wireless service in West Virginia in 1998 with the first two retail locations in Charleston and Huntington. Currently there are 17 company owned retail locations throughout the market plus 28 authorized retailers. There is a dedicated switching system in our Charleston operations center to handle all of the traffic in West Virginia, Kentucky and Ohio. The wireless network is made up of 245 cell sites ranging from Morgantown to Bluefield and from Huntington to Beckley. In the fall of this year NTELOS will be the first carrier to provide continues service along the I79 corridor. The company is investing approximately 20 million dollars in the network this year and is currently working on network expansion and enhancement plans for 2007.



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

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BETTY FRANCISCO 304-558-0468

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
- Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. 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.
- 12. 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 is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

DUPLICATE BID TO:

State Auditor's Office Bid Observer Building 1 Room W114 1900 Kanawha Boulevard, East Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.

Rev. 05/05/2006



RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for

CELPHON07

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

CELPHON07

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

RFQ NUMBER

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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

RFQ NUMBER CELPHON07

ADDRESS:CORRESPONDENCE TO ATTENTION OF

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

BETTY FRANCISCO

BY ORDER

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ALL STATE AGENCIES

304-558-0468

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353-8908

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

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SEQ NUMBER CELPHON07

ADDRESS CORRESPONDENCE TO ATTENTION OF

304-558-0468

BETTY FRANCISCO

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

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304-558-0468

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RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

CELPHON07

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

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AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	NTELOS: 1		
Authorized Signature:	Kut Ci	Olla Date:	7/20/06
No Debt Affidavit	. 0.		

No Debt Affidavit Revised 02/08/06

WV-368 STATE OF WEST VIRGINIA	Buyer:	Page	Req. or P. O. No.:
PURCHASING CONTINUATION SHEET	Spending U	loit:	
Vendor:	Spending (Jine.	
			, , , , , , , , , , , , , , , , , , ,
. F	Requisition	No.:	ELPHONOT
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ADDENDUM ACKNOW	LEDGEME	ENT	
I hereby acknowledge receipt of the following ch the necessary revisions to my proposal, plans ar			
Addendum No.'s:			
No. 1			
No. 2			
No. 3			
No. 4			
No. 5			
I understand that failure to confirm the rece rejection of bids.	eipt of the a	addendu	m(s) is cause for
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	7	120/06	
	<u> </u>	Date	
Exhibit 10			

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control;

- ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law.
 All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. <u>RIGHT TO NOTICE</u> Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. <u>AMENDMENTS</u> All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: NTELOS
Signed:	Signed: Kurk Colle
Title:	Title: Virector of Seles
Date:	Date: 7/20/66

Table of Contents

Section I- Coverage	Pages 3-23
Section II- Voice and Data	Pages 24-39
Section III- Conversion and Training	Pages 40-48
Section IV- Ordering Procedures/Billing	Pages 49-54
Section V-Service and Support	Pages 55-73



Section I - Coverage

3.1 COVERAGE

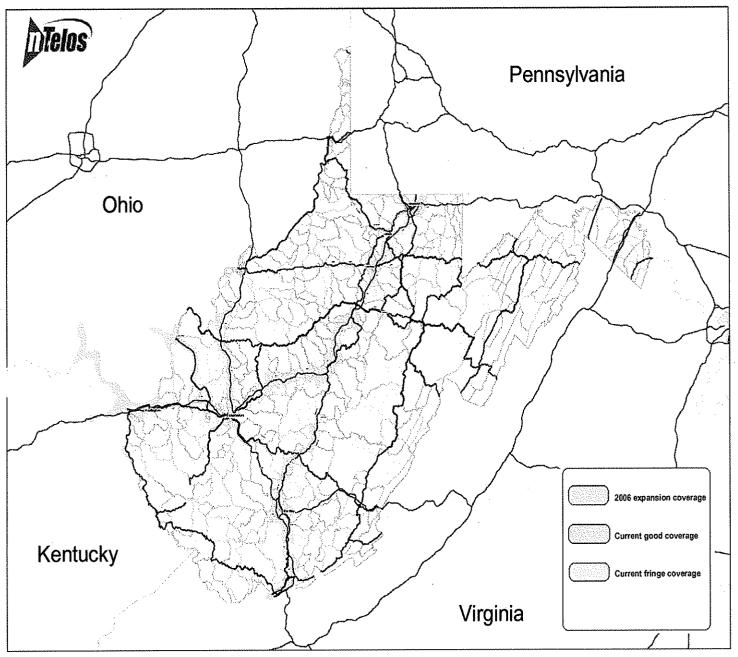
3.1.1 NTELOS is proud to present our network to the State of West Virginia. Our network is entirely CDMA digital voice and 1x data service. NTELOS currently has 245 active cell sites operating in West Virginia and we are adding 42 more in 2006. We are currently constructing 21 new cell sites along I-79. This will provide continuous mobile voice and data services from Charleston to Morgantown -- a West Virginia first!

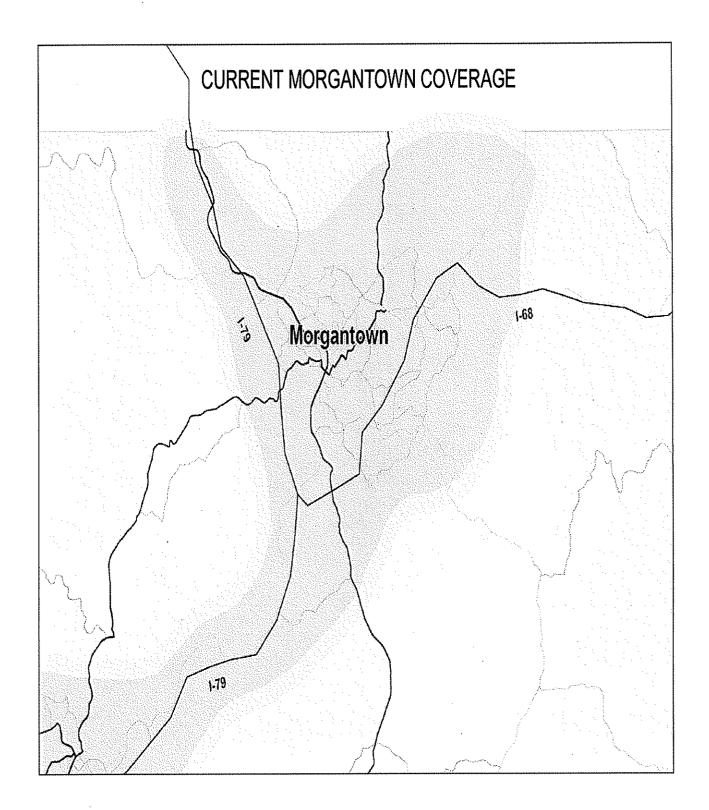
NTELOS currently has a 1x High Speed Data network running in West Virginia which mirrors our voice map. Wherever you can make a call, you can enjoy the benefits of our fast reliable data network. We partner with Sprint PCS as a roaming partner for data to expand our coverage throughout the United States.

The maps that follow show NTELOS coverage in the State of West Virginia. In areas that we do not cover, we partner with multiple carriers including: Sprint PCS, Verizon, US Cellular Wireless, and ALLTEL. NTELOS has one of the most extensive roaming networks covering 96 percent of the United States population. We are also happy to tell the State that there will be absolutely no roaming or long distance charges on any of the pricing solutions offered on our network or anywhere in the Continental United States. Data and voice roaming maps are in the cost portion of the proposal.

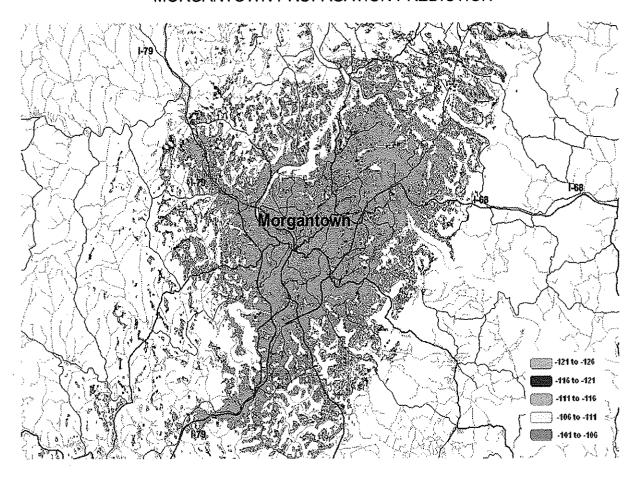


NTELOS WV 2006 COVERAGE





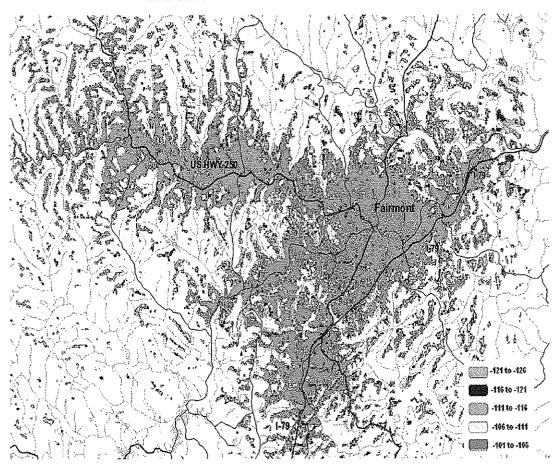
MORGANTOWN PROPAGATION PREDICTION



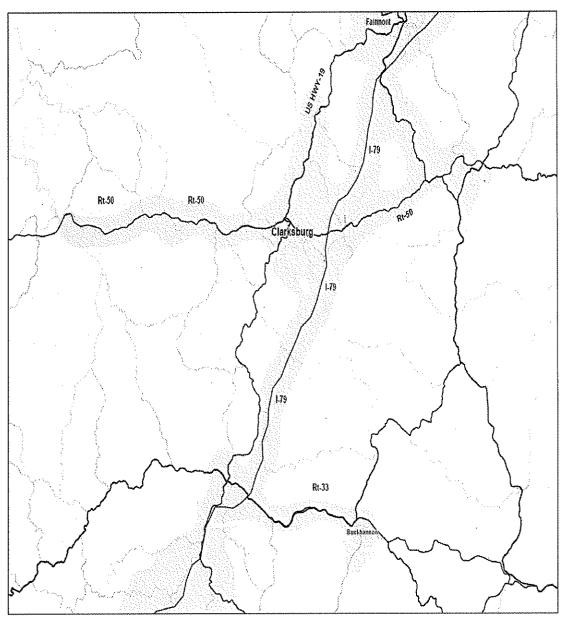


Fairmont US HWY-280 Fairmont I-79

FAIRMONT PROPAGATION PREDICTION

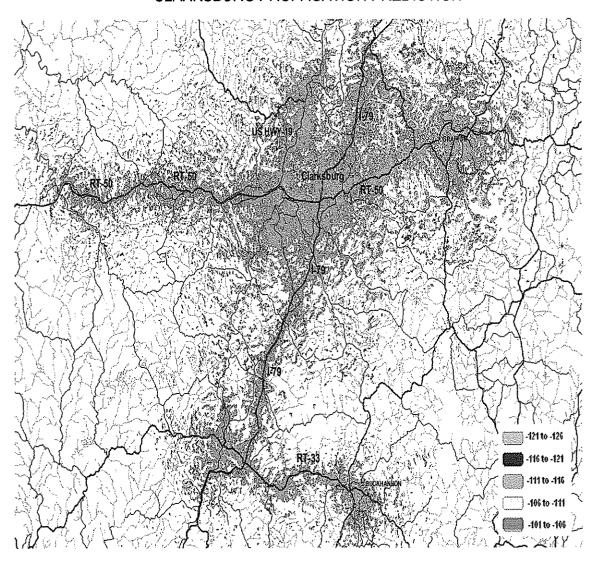


CURRENT CLARKSBURG COVERAGE





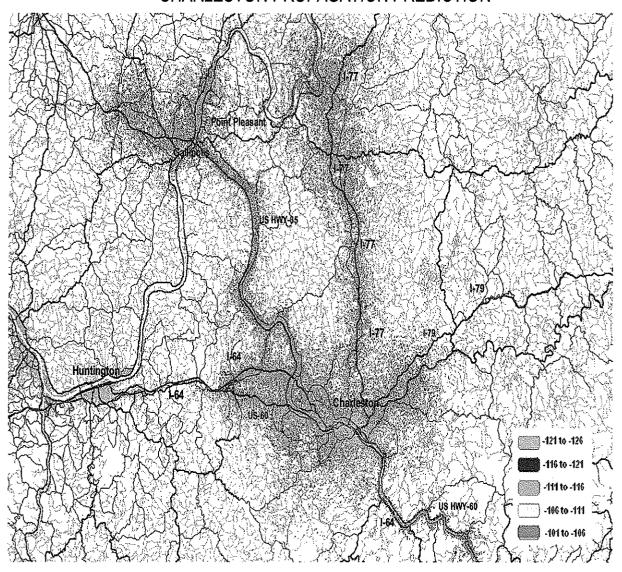
CLARKSBURG PROPAGATION PREDICTION



CURRENT CHARLESTON COVERAGE Point Pleasant US HWY35 Huntington ⇒ Çharleston

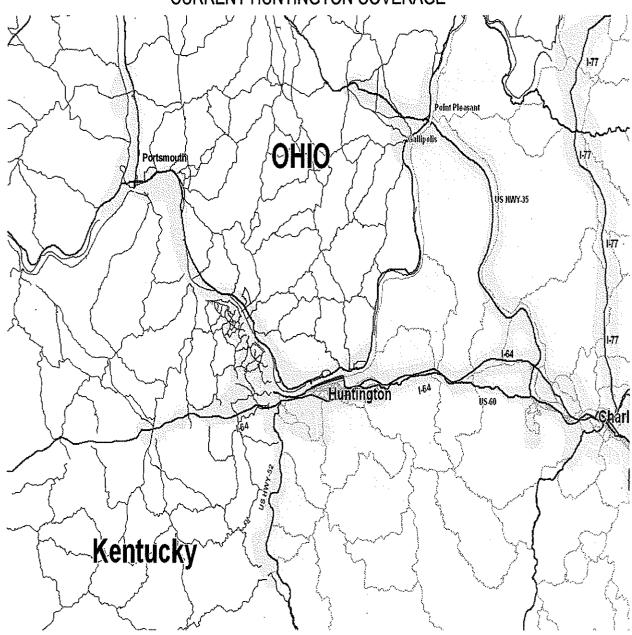


CHARLESTON PROPAGATION PREDICTION



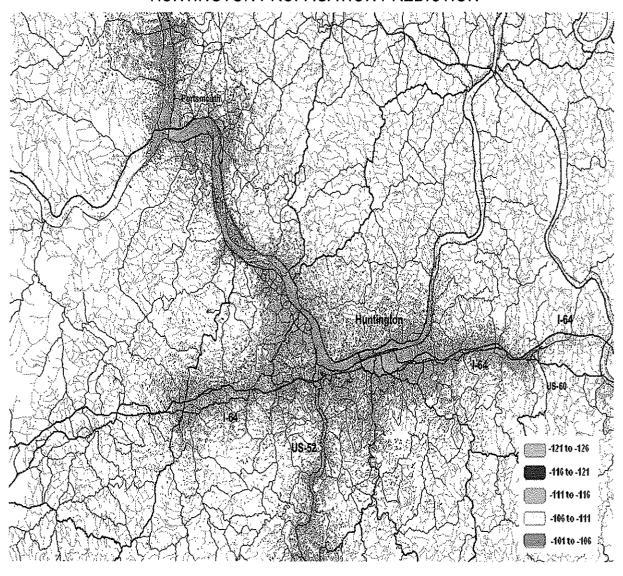


CURRENT HUNTINGTON COVERAGE

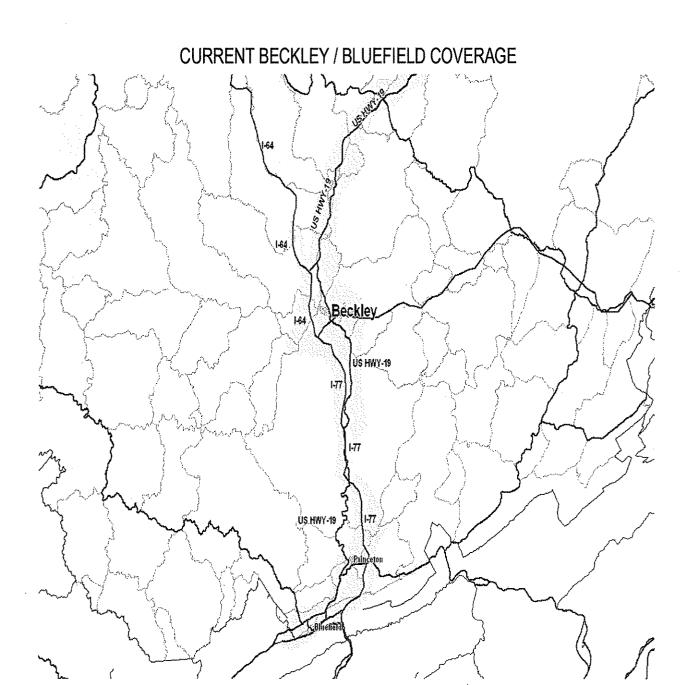




HUNTINGTON PROPAGATION PREDICTION

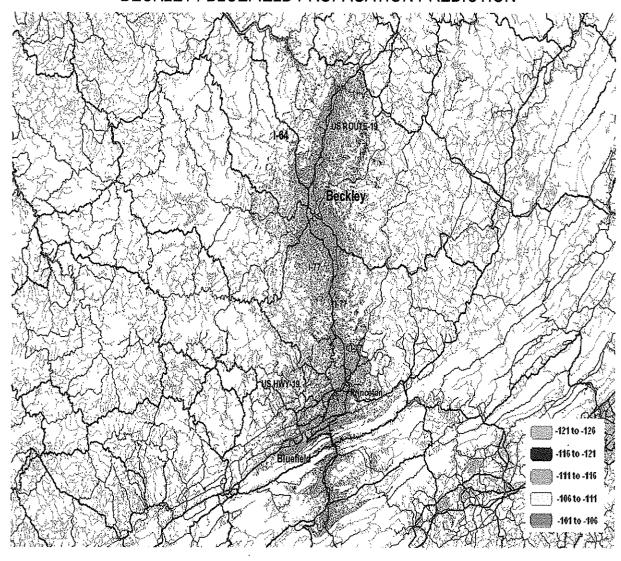






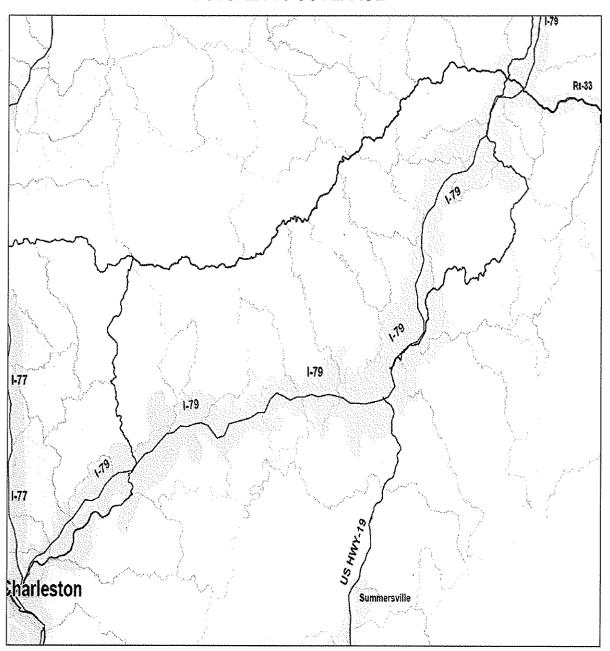


BECKLEY / BLUEFIELD PROPAGATION PREDICTION



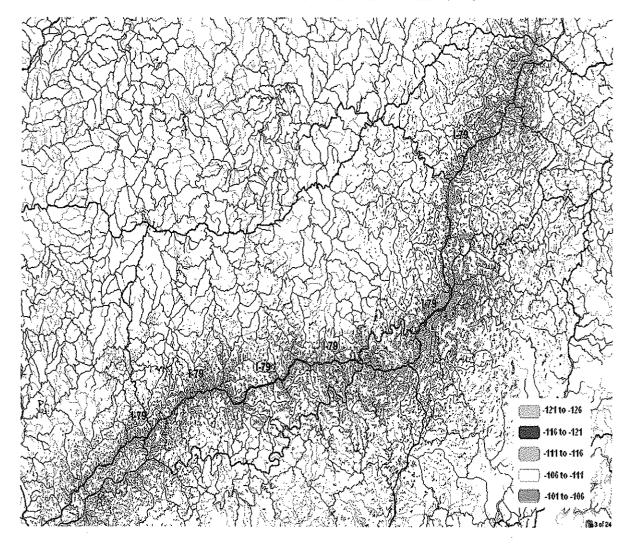


FUTURE I-79 COVERAGE





FUTURE I-79 PROPAGATION PREDICTION





3.1.2 Vendor(s) shall submit the cities or towns, including area code and exchange, along with the NPA-NNX, within West Virginia's entire "home area" for which they can provide local telephone numbers.

NTELOS covers a significant portion of the State, the list below is the cities and towns that we operate in along with the NPA-NXX for each of the areas.

NPA-NXX	City of Operation	State
304-222	BECKLEY	WV
304-922	BLUEFIELD	WV
304-439	BUCKHANNON	WV
304-395	CHARLESTON	WV
304-415	CHARLESTON	WV
304-419	CHARLESTON	WV
304-421	CHARLESTON	WV
304-437	CHARLESTON	WV
304-695	CLARKSBURG	WV
304-838	CLARKSBURG	WV
304-365	FAIRMONT	WV
304-412	HUNTINGTON	WV
304-416	HUNTINGTON	WV
304-417	HUNTINGTON	W۷
304-319	MORGANTOWN	WV
304-322	MORGANTOWN	WV
304-812	PTPLEASANT	WV
304-440	RAVENSWOOD	WV
304-761	RIPLEY	WV



NTELOS Rate Centers for West Virginia

LATA	Rate Center	State	C=Post J=Pre	LRN
254 CHARLESTON WV	ALLOY	WV	J	3044219998
254 CHARLESTON WV	ALLOY	WV	C	3044219999
932 BLUEFIELD WV	ATHENS	WV	J	3049229998
932 BLUEFIELD WV	ATHENS	WV	C	3049229999
254 CHARLESTON WV	BECKLEY	WV	J	3042229998
254 CHARLESTON WV	BECKLEY	WV	C	3042229999
932 BLUEFIELD WV	BLUEFIELD	WV	J	3049229998
932 BLUEFIELD WV	BLUEFIELD	WV	C	3049229999
932 BLUEFIELD WV	BLUEWELL	WV	j	3049229998
932 BLUEFIELD WV	BLUEWELL	WV	C	3049229999
256 CLARKSBURG WV	BRIDGEPORT	WV	J	3044399998
256 CLARKSBURG WV	BRIDGEPORT	WV	C	3044399999
254 CHARLESTON WV	BRUSHTON	WV	J	3044219998
254 CHARLESTON WV	BRUSHTON	WV	C	3044219999
256 CLARKSBURG WV	BUCKHANNON	WV	j	3044399998
256 CLARKSBURG WV	BUCKHANNON	WV	C	3044399999
254 CHARLESTON WV	BUFFALO	WV	J	3047619998
254 CHARLESTON WV	BUFFALO	WV	C	3047619999
256 CLARKSBURG WV	CHEAT LAKE	WV	J	3043659998
256 CLARKSBURG WV	CHEAT LAKE	WV	C	3043659999
254 CHARLESTON WV	CHRLSTNZN1	wv	Ĵ	3044219998
254 CHARLESTON WV	CHRLSTNZN1	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN2	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN2	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN3	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN3	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN4	wv	J	3044219998
254 CHARLESTON WV	CHRLSTNZN4	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN5	WV	J.	3044219998
254 CHARLESTON WV	CHRLSTNZN5	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN6	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN6	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN7	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN7	WV	C	3044219999
256 CLARKSBURG WV	CLARKSBURG	WV	J	3046959998
256 CLARKSBURG WV	CLARKSBURG	WV	C	3046959999
254 CHARLESTON WV	CLENDENIN	WV	J	3044219998
254 CHARLESTON WV	CLENDENIN	WV	C	3044219999



256 CLARKSBURG WV	CORE	WV	J	3043659998
256 CLARKSBURG WV	CORE	WV	C	3043659999
254 CHARLESTON WV	EAST BANK	WV	J	3044219998
254 CHARLESTON WV	EAST BANK	WV	С	3044219999
256 CLARKSBURG WV	FAIRMONT	WV	J	3043659998
256 CLARKSBURG WV	FAIRMONT	WV	C	3043659999
256 CLARKSBURG WV	FARMINGTON	WV	J	3046959998
256 CLARKSBURG WV	FARMINGTON	WV	C	3046959999
254 CHARLESTON WV	FAYETTEVL	WV	J	3042229998
254 CHARLESTON WV	FAYETTEVL	WV	C	3042229999
254 CHARLESTON WV	FLAT TOP	WV	Ĵ	3042229998
254 CHARLESTON WV	FLAT TOP	WV	C	3042229999
256 CLARKSBURG WV	FLEMINGTON	wv	J	3044399998
256 CLARKSBURG WV	FLEMINGTON	WV	C	3044399999
254 CHARLESTON WV	FORT GAY	WV	J	3044219998
254 CHARLESTON WV	FORT GAY	WV	C	3044219999
256 CLARKSBURG WV	GRAFTON	WV	J	3046959998
256 CLARKSBURG WV	GRAFTON	WV	C	3046959999
254 CHARLESTON WV	HINTON	w	J	3042229998
254 CHARLESTON WV	HINTON	WV	C	3042229999
254 CHARLESTON WV	HNTNGTNZN1	wv	J	3044129920
254 CHARLESTON WV	HNTNGTNZN1	WV	C	3044129999
254 CHARLESTON WV	HNTNGTNZN2	WV	J	3044129920
254 CHARLESTON WV	HNTNGTNZN2	WV	C	3044129999
254 CHARLESTON WV	HNTNGTNZN4	WV	J	3044129920
254 CHARLESTON WV	HNTNGTNZN4	WV	C	3044129999
254 CHARLESTON WV	HURRICANE	wv	J	3044219998
254 CHARLESTON WV	HURRICANE	WV	C	3044219999
256 CLARKSBURG WV	JANE LEW	WV	J	3044399998
256 CLARKSBURG WV	JANE LEW	wv	C	3044399999
256 CLARKSBURG WV	LAUREL PT	WV	J	3043659998
256 CLARKSBURG WV	LAUREL PT	WV	C	3043659999
254 CHARLESTON WV	LEON	wv	J	3047619998
254 CHARLESTON WV	LEON	WV	C	3047619999
256 CLARKSBURG WV	LUMBERPORT	wv	J	3046959998
256 CLARKSBURG WV	LUMBERPORT	WV	C	3046959999
256 CLARKSBURG WV	MANNINGTON	WV	J	3046959998
256 CLARKSBURG WV	MANNINGTON	wv	C	3046959999
254 CHARLESTON WV	MILTON	WV	J	3044129920
254 CHARLESTON WV	MILTON	WV	C	3044129999
254 CHARLESTON WV	MONTGOMERY	wv	Ĵ	3044219998
254 CHARLESTON WV	MONTGOMERY	wv	C	3044219999



256 CLARKSBURG WV	MORGANTOWN	WV	J	3043229998
256 CLARKSBURG WV	MORGANTOWN	WV	C	3043229999
254 CHARLESTON WV	MOUNT HOPE	WV	J	3042229998
254 CHARLESTON WV	MOUNT HOPE	WV	C	3042229999
256 CLARKSBURG WV	MT MORRIS	WV 1	J	3043659998
256 CLARKSBURG WV	MT MORRIS	WV	C	3043659999
254 CHARLESTON WV	OAK HILL	WV	. J	3042229998
254 CHARLESTON WV	OAK HILL	WV	C	3042229999
254 CHARLESTON WV	PRICHARD	WV	J	3044129926
254 CHARLESTON WV	PRICHARD	wv	C	3044129999
932 BLUEFIELD WV	PRINCETON	₩V	J	3049229998
932 BLUEFIELD WV	PRINCETON	WV	C	3049229999
254 CHARLESTON WV	PTPLEASANT	wv	J	3044409998
254 CHARLESTON WV	PTPLEASANT	WV	C	3044409999
254 CHARLESTON WV	RAVENSWOOD	WV	J	3044409998
254 CHARLESTON WV	RAVENSWOOD	WV	C	3044409999
254 CHARLESTON WV	RIPLEY	WV	J	3047619998
254 CHARLESTON WV	RIPLEY	WV [C	3047619999
256 CLARKSBURG WV	SALEM	wv	J	3046959998
256 CLARKSBURG WV	SALEM	WV	C	3046959999
256 CLARKSBURG WV	SARDIS	WV	J	3046959998
56 CLARKSBURG WV	SARDIS	wv	C	3046959999
254 CHARLESTON WV	SCOTTDEPOT	WV	J	3044219998
54 CHARLESTON WV	SCOTTDEPOT	wv	C	3044219999
56 CLARKSBURG WV	SHINNSTON	wv	J	3046959998
56 CLARKSBURG WV	SHINNSTON	WV	C	3046959999
254 CHARLESTON WV	SOPHIA	WV	J	3042229998
254 CHARLESTON WV	SOPHIA	wv	C	3042229999
256 CLARKSBURG WV	W MILFORD	WV	J	3044399998
256 CLARKSBURG WV	W MILFORD	WV 1	C	3044399999
256 CLARKSBURG WV	WALKERSVL	WV	J	3044399998
256 CLARKSBURG WV	WALKERSVL	WV	C	3044399999
256 CLARKSBURG WV	WEST UNION	wv	J	3046959998
256 CLARKSBURG WV	WEST UNION	WV	C	3046959999
256 CLARKSBURG WV	WESTON	WV	J	3044399998
256 CLARKSBURG WV	WESTON	wv	C	3044399999
254 CHARLESTON WV	WHITESVL	₩V	J	3042229998
254 CHARLESTON WV	WHITESVL	wv	C	3042229999
254 CHARLESTON WV	WINFIELD	WV	J	3044219998
254 CHARLESTON WV	WINFIELD	WV	C	3044219999
256 CLARKSBURG WV	WORTHINGTN	wv	J	3046959998
256 CLARKSBURG WV	WORTHINGTN	wv	C	3046959999



3.1.3 Vendor(s) must provide three (3) activated, "basic" cell phones and three (3) activated air cards that would be provided to the State under this contract. These phones and cards will be used for Statewide testing and verification of coverage as represented in the maps included in 3.1.1. These phones will also be used to test the ease of use of the features requested in 3.2 and 3.3. The requested phones and air cards must be provided to the Office of Technology within 24 hours of request.

NTELOS will provide three (3) activated "basic" cell phones and three (3) activated air cards upon request of the State. All devices will be provided to the Office of Technology within 24 hours of the request.



Section II - Voice and Data

3.2 VOICE – MANDATORY FEATURES

3.2.1 All State entities that utilize the services resulting from this RFP shall receive a basic cellular telephone, at no charge to the State.

All State entities that utilize NTELOS service will receive a basic cellular telephone at no charge to the State. We will offer a "Good, Better and Best" pricing method for the State to keep pricing simple and easy to understand. The Good category will be phones that are at no charge, and we will offer one model with a camera and one without. Some agencies may prefer devices without cameras.

We have selected five models for the purpose of this RFP:

UT StarCom 8625

UT StarCom 8915

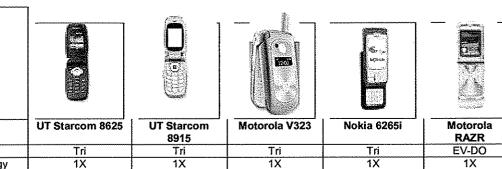
Motorola 323

Nokia 6251

Motorola V3 Razr

Please see chart on the next page for side by side comparison of phone, features and functions.













			****		www.co.co.co.co.co.co.co.co.co.co.co.co.co.
	UT Starcom 8625	UT Starcom 8915	Motorola V323	Nokia 6265i	Motorola RAZR
Mode	Tri	Tri	Tri	Tri	EV-DO
Technology	1X	1X	1X	1X	1X
GPS	Yes	Yes	Yes	Yes	Yes
Display	65K color	65K color	65K color	240 x 320 pixel	TFT color
Form factor	Flip	Flip	Flip	Slide	Flip
External display if flip	No	Yes	Yes	N/A	Yes
Digital talk time	Up to 215 mins	Up to 200 mins	Up to 195 mins	Up to 210 mins	Up to 188 mins
Digital standby time	Up to 183 hours	Up to 190 hours	Up to 200 hours	Up to 288 hours	Up to 200 hours
Phone book entries	500 names, multiple #s	300 names, multiple #s	500 numbers	500 names, multiple #s	500 names, multiple #s
Ringers	Polyphonic ringtones	MP3 and MIDI ringtones	Polyphonic sound engine, MP3 ringtones	MP3 and MIDI ringtones	Polyphonic sound machine
Vibrate	Yes	Yes	Yes	Yes	Yes
Battery type	Lithium ion	Lithium ion	Lithium ion	Lithium ion	Lithium ion
Size (inches)	3.35 x 1.85 x 0.93 in.	3.4 x 1.9 x 0.9 in	3.58 x 1.93 x 0.94 in	3.86 x 1.89 x 0.87 in	3.9 x 2.1 x 0.6 in
Weight	3.28 oz.	3.7 oz.	4.09 oz.	3.49 oz.	3.49 oz.
Camera	No	640 x 480	640 x 480	2 megapixel	1.3 megapixel
Memory				24 MB	30 MB
Bluetooth	No	No	No	Yes	Yes
Bluetooth Profiles	N/A	N/A	N/A	Headset, Handsfree car kit	Headset, Handsfree car kit
Voice activated dialing	Yes	Yes	Yes	Yes	Yes
Voice memo	Yes	Yes	Yes	Yes	Yes
Data enabled	Yes	Yes	Yes	Yes	1X
BREW enabled	Yes	Yes	Yes	Yes	Yes
Integrated speakerphone	Yes	Yes	Yes	Yes	Yes



3.2.2 Where possible, vendor(s) shall be responsible for any reprogramming necessary to make any existing State-owned telephone compatible with their system. The vendor(s) must provide this programming at no additional cost. If State-owned equipment cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a basic cellular telephone at no additional charge to the State, or replacement data device at a minimal charge.

Existing State-owned equipment may not be compatible with the NTELOS PCS Network, however, basic replacements will be provided free of charge. Data devices may incur a minimal charge as outlined in the cost portion of the RFP.

3.2.3 All equipment provided under the terms of this agreement, shall be new. No used or refurbished equipment will be accepted.

NTELOS will provide only new equipment no used or refurbished equipment.

3.2.4 Basic cellular telephones must include the handset, battery, A/C Charger and D/C power cord, and user's manual.

NTELOS will provide a handset, battery, A/C Charger, D/C power cord and user manual for basic cellular telephones.

- 3.2.5 Vendor(s) shall offer the following features as the basic service:
 - a. Call Forwarding
 - b. Call Waiting
 - c. Three-Way Calling
 - d. Mobile-to-mobile calling
 - e. Voice Mail
 - f. Statewide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining States.
 - g. Caller ID
 - h. Hands-free capability
 - i. Free Nights (beginning 9:00 p.m. M-Th) and Weekends (beginning 9:00 p.m. Fridays) within the continental United States.

All features listed above in sections 3.2.5 are included as basic service with NTELOS service. Unlimited nights and weekend calling with



extended hours from 7 p.m. to 7 a.m. will be included in all rate plan options detailed in the cost section of this RFP.

3.2.6 Certain State entities may require the use of a camera phone. Responding vendor(s) shall include optional pricing for such a unit, as well as the pricing for transmission of individual photos with their proposal. The actual cost must be detailed in the cost portion of the proposal.

NTELOS will offer camera phones to the State. All features and available options can be found on the phone specifications chart on the following page. Costs for camera enabled handsets will be detailed in the cost section of this proposal with all other available handsets.

Transmission of pictures on any handset can be accomplished in different ways. A picture messaging package can be added to the rate plan so that pictures can be sent over the air (wireless) from handset to handset or handset to e-mail. Another option would be to use a data cable to link the handset to a computer to download pictures and videos. With this option there would be a one-time cost for the data cable hardware. The costs for wireless picture transmission packages and the one-time cost of data cable hardware will be detailed in the cost section of this proposal.

3.2.7 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

NTELOS will stock spare parts of any handset available at the time of request. If said handsets are no longer available and/or parts are no longer available, NTELOS will replace the entire handset with the same model or equivalent.

3.2.8 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

NTELOS will post all expected model changes on the State Wireless Website ninety days prior to expected changes. The State Procurement Office also will receive any equipment model changes in writing.



3.2.9 Vendor(s) will inform the State, nine (9) months prior to any significant platform changes in service.

While NTELOS has no significant platform changes planned for the next several years, any deviation from that plan will be made known to the State nine months prior to a change being made. NTELOS chose CDMA as the technology of choice, because it is the technology of the future.

3.2.10 Cellular telephones shall come equipped with Bluetooth turned off, as the default setting.

All Bluetooth enabled handsets offered by NTELOS will come with Bluetooth turned off as the default setting.

3.2.11 Vendor(s) must describe the Bluetooth security features available with all applicable cellular devices.

Manufacturers of each product determine security modes. Devices and services also have different security levels. For devices, there are two levels: "trusted device" and "untrusted device". A "trusted device" having been paired with one's other device, has unrestricted access to all services. All NTELOS phones are defaulted to the "untrusted" setting. The end user will have to change to the "trusted" setting after the device has been paired with Bluetooth enabled device (i.e. headset, vehicle, computer, etc.

With regard to services, three security levels are defined:

- Services that require authorization and authentication
- Services that require authentication only
- Services that are open to all devices

All NTELOS Bluetooth enabled handsets require authentication with a pass code to pair with the intended Bluetooth device.

- 3.2.1.1 Voice Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)
 - 3.2.1.2 Vendor(s) shall, if available, also include in their responses any features that are not listed, but that State agencies may wish to utilize during the life of this contract. Vendor(s) shall State specifically whether or not they can provide the "walkie-talkie" Push-To-Talk feature and what the added cost



of this feature would be. The actual cost must be detailed in the cost portion of the proposal.

While NTELOS does not offer Push-To-Talk in the traditional sense, we offer a bundle of similar features. All of our rates include unlimited mobile-to-mobile calling which offers the cost savings that a walkie-talkie call may offer with the added benefit of a full duplex conversation. All of the phones offered in the RFP are equipped with a speaker phone for safety and convenience. We also offer dispatch services through our voice mail platform, as well as group text messaging.

3.2.1.3 Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. The actual cost (if any) must be detailed in the cost portion of the proposal.

NTELOS offers the text messaging feature that is included with unlimited use with any of our rate plans. All handsets are capable of this feature. With this text messaging feature, users may take advantage of the following:

- Ability to send messages to phone numbers or e-mail
- Ability to set up distribution lists
- Ability to insert a contact information from the phone book
- Ability to send in English or Spanish
- Built in dictionary
- Message delivery options such as message urgency, special notes, callback numbers and signatures

3.2.1.4 Vendor(s) shall quote optional pricing for the 3-watt booster kits for the pocket or hand-held phone. It would be the option of the requesting agency whether or not to buy booster kits with their hand-held phones. Other options the State desires pricing for include: hands-free kits, carrying cases, belt clips, additional batteries, and spare AC or DC chargers. The State has the option of requesting a cellular phone installed in a State-owned vehicle. Vendor(s) shall include a hands-free kit, at no additional charge, with any installed unit. These optional prices shall be detailed in the cost portion of the proposal. If the agency requests these services, and uses a third-party, all warranty on originally purchased equipment will remain in force.

NTELOS will work with the State to find third party pricing for installation and full three-watt kit equipment pricing. Carrying Cases, Belt Clips, additional batteries and spare AC or DC chargers will be Provided by NTELOS and listed in the cost portion of the RFP.



3.2.1.5 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

NTELOS offers voice and data service that can be used to help geographically locate key personnel in the event of an emergency. Third party GPS software is available on Smart Phones.

3.2.1.6 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

All other phones and data devices that we offer can be given a specific code that allows each handset to be locked by each individual to prevent anyone from accessing any classified information. If the device is stolen or misplaced, the Electronic Serial Number is placed on a National Deny list and will make the phone inoperable on any other carrier.

Blackberry with a Blackberry Enterprise Server (BES) is by far the most secure device. If the device is stolen or misplaced, the handset can be remotely locked or there is a "wipe" feature that deletes all information on the device.

3.2.1.7 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile-to-mobile call.

NTELOS will provide one number per account that will be designated as a home number. Calls from wireless users on the account to the home number would be billed as mobile-to-mobile calls.



3.2.1.8 Vendor(s) shall provide any additional offerings not included in the preceding voice section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. The actual costs (if any) must be detailed in the cost portion of the proposal.

NTELOS is in the process of building additional coverage from Charleston to Morgantown via Interstate 79. This will give the State complete coverage from Charleston to Morgantown which no other carrier can provide at this time. Besides our other aggressive rates we offer a True Nationwide Unlimited Plan that has no restrictions by technology or location. We have also included two-way text messaging with all of our rates.

3.2.1.9 Vendor(s) proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature.

NTELOS proposed equipment will be capable of receiving "Amber Alert" notifications. NTELOS will assist with the training of this feature at the State's request.

Vendor(s) must describe, in detail, their Wireless Priority 3.2.1.10 Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. The actual cost (if any) must be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions authorized users of WPS. See: http://wps.ncs.gov. REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

While very limited support for WPS exists today, WPS among CDMA carriers is still a very immature feature/functionality that requires



additional standards for the handsets and how those handsets will be prioritized on the CDMA network. It is our position, based on discussions with our infrastructure vendors, that WPS will be supported on CDMA-based networks in the near future as the network continues to evolve and migrate to EV-DO revelation.

3.2.1.11 Vendor(s) must describe, in detail, their ability to remotely clear all stored data, and reset cellular phones and data devices to factory default settings, at the State's request.

Currently, NTELOS offers two Blackberry devices that can be remotely cleared when used in conjunction with the Blackberry Enterprise Server (BES). These devices, the Blackberry 7250 and Blackberry 7130, can be "wiped out" and set back to the factory default settings by the State's authorized wireless administrator. For all other handsets, NTELOS offers a variety of password protected lock options that allow users to protect each handset against theft and fraud. These options are set in the handset hardware of each phone to ensure that if a handset is lost or stolen, other users will have no access to any stored information without the password set by the State's authorized wireless administrator.

3.2.1.12 Vendor(s) shall indicate their ability to offer rollover minutes and the details of how this feature works.

NTELOS offers very generous packages of anytime minutes that are pooled among all users on each account. While unused minutes do not accrue, they can be rolled over to other users on the account in the same billing month. We also offer unlimited rate plan options in which each month all users have no limits so additional accrued minutes are not necessary.

3.3 DATA SERVICES

3.3.1 Data services that are required by the State include Internet access and e-mail utilizing wireless handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor(s) or interface with the State's various e-mail systems. These systems include Novell GroupWise, Microsoft Exchange and Lotus Notes. The vendor must support at least one of the following types of hardware: Blackberry, Treo or Windows Mobile 5.0. Vendor must specify which types they support.



NTELOS offers a variety of data devices to meet different needs. We offer Blackberry devices and access to Blackberry Internet Solution (BIS) and Blackberry Enterprise Solution (BES) servers to support these devices. A Blackberry BES server will support Novell GroupWise, Microsoft Exchange and Lotus Notes. These devices also have direct Internet access. Detailed information about the two Blackberry models can be found in the handset specifications to follow.

NTELOS also offers the Palm Treo 650 and UT StarCom 6700. The Palm Treo uses Palm OS to create a simple user interface, while the UT StarCom 6700 is designed for users who prefer Windows software. Both are e-mail and Internet capable. In order to support Novell GroupWise, Microsoft Exchange and Lotus Notes, these devices must be paired with a secure server such as NotifyLink or GoodAccess. NTELOS works closely with a wireless data management corporation called Mission Critical Wireless that specializes in tailored data solutions for Palm Treo and UT StarCom 6700 Pocket PC.

3.3.1 Vendor(s) shall include, as part of their pricing, the cost of wireless handheld devices, data-ready portable phones, and any software needed for e-mail integration, voice (cellular) capability, the number of minutes of nationwide data usage that are included in the purchase price, as well as the incremental cost for additional data minutes. Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones requested in this RFP. (See Sections 3.1 and 3.2) All costs must be detailed in the cost portion of the proposal.

NTELOS will offer the following Smart Phones:

BlackBerry 7250 and 7130

Palm Treo 650

PLT StarCom 6700

Please see spec sheet on the next page for full details.



<u> </u>		·····	- Local Condition	
			Salesa Salesa	\$ 0.00 \$
Phone	UTStarcom PPC-6700	Palm Treo 650	BlackBerry 7250	BlackBerry 7130
Price	\$299.99	\$199.99	\$99.99	\$149.99
Weight	6.07 oz	6.30 oz	4.90 oz	4.7 oz
	(172g)	(179g)	(139g)	(133g)
Battery Life	Talk: 4.70 hours	Talk: 5:00 hours	Talk: 3.30 hours	Talk: 3. hours
	Standby: 200 hours	Standby: 300 hours	Standby: 192 hours	Standby: 192 hours
	(8.3 days)	(12.5 days)	(8 days)	(8 days)
Platform / OS	Windows Mobile for Pocket PCs	Palm OS	BlackBerry OS	BlackBerry OS
Memory	128 MB	32 MB	32 MB	64 MB
Location	Third Party Software	Third Party	Third Party	Third Party
Based GPS		Software	Software	Software
Digital TTY/TDD	Yes	**	Yes	Yes
Hearing Aid Compatible	-	-	Yes	Yes
Bluetooth	Yes	Yes	Yes	Yes
Wi-Fi	Yes			
Multiple Numbers per Name	Yes	Yes	Yes	Yes
Packet Data	Yes	Yes	Yes	Yes
	1xEV-DO	1xRTT	1xRTT	1xEV-DO
WAP / Web Browser	Yes	Yes	Yes	Yes
Predictive Text Entry	Yes	-	-	Yes
Text Keyboard	Yes	Yes	Yes	Yes
Touch Screen	Yes	Yes	_	_
Expansion Card	Yes	Yes		
E-mail Client	Pocket Outlook	Versamail	BlackBerry Messager	BlackBerry Messager
Music Player	Yes	Yes	***	-
Camera	Yes	Yes		***



Video	Yes	Yes	*	with
Camera				
Speaker Phone	Yes	Yes	-	Yes

3.3.2 Vendor(s) must describe, in detail, their ability to remotely clear all stored data and reset data devices to factory default settings, at the State's request.

Currently, NTELOS offers two Blackberry devices that can be remotely cleared when used on the Blackberry Enterprise Server (BES). These devices, the Blackberry 7250 and Blackberry 7130, can be "wiped out" and set back to the factory default settings by the State's authorized wireless administrator. For all other handsets NTELOS offers a variety of password protected lock options that allow users to protect each handset against theft and fraud. These options are set in the handset hardware of each phone to ensure that if a handset is lost or stolen, other users will have no access to any stored information without the password set by the State's authorized wireless administrator.

3.3.3 Vendor(s) that utilize Treo and Blackberry, or similar data devices as part of their data services shall allow State agencies to re-use existing State-owned equipment, if compatible, as part of the data service if the agency chooses to use that existing equipment. If possible, vendor(s) shall be responsible for any re-programming necessary to make any existing State-owned equipment compatible with their system. The vendor(s) must provide this re-programming at no additional cost.

NTELOS will convert when equipment is compatible with our network. Data devices must use CDMA technology and operate in the 1.9 GHz. and 800Mgz. frequency ranges for wireless communication. Reprogramming of the data devices would be provided to the State at no additional cost.

3.3.4 All data devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting.



All data devices proposed shall come equipped with the Bluetooth turned "off" as the default setting.

3.3.5 Vendor(s) must describe the Bluetooth security features available with all data devices.

Manufacturers of each product determine security modes. Devices and services also have different security levels. For devices, there are two levels: "trusted device" and "untrusted device." A trusted device, having been paired with one's other device, has unrestricted access to all services. All of our phones are set to the default "untrusted". The end user would have to change the settings after the device is paired to be "trusted".

With regard to services, three security levels are defined: services that require authorization and authentication, services that require authentication only and services that are open to all devices. All of our phones require authentication with a pass code to pair with a given device.

3.3.6 In addition to the above requirements, vendor(s) shall provide the cost of "air cards" that allow for wireless data services for laptop or notebook computers.

NTELOS will offer the Kyocera Passport air card to the State to allow for 1x/EV-DO wireless data services for laptop or notebook computers.

3.3.7 Responding vendor(s) shall include a description of what data equipment would be provided (hardware and software) as well as the services that would be included. (e.g. Blackberry, Treos)

NTELOS will offer four Smart Phones. Devices include the BlackBerry 7250, 7130, Palm Treo 650, and the UT StarCom 6700. All devices come with syncing software, connectivity cable, AC Charger, DC charger and head set. We have also included software options in the data costs section of the RFP.

3.3.8 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

NTELOS will post all expected data device model changes on the State



Wireless Website ninety days prior to expected changes. The State Procurement office also will receive any equipment model changes in writing.

- 3.3.1.1 Data Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)
 - 3.3.1.2 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

All of the data devices that NTELOS is offering can be locked by the end user to protect against theft and fraud. The end user creates a specific unlock code that prevents unwanted use on the device.

3.3.1.3 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

NTELOS offers voice and data service that can be used to help geographically locate key personnel in the event of an emergency. Third Party GPS software is available on Smart Phones.



3.3.1.4 Vendor(s) shall describe, in detail, any proposed Server and/or Client software offered to answer the needs of a wireless e-mail system.

NTELOS will use Mission Critical Wireless (MCW) to help assist the State in determining the best solution as well as full support of the installation. The State will have a choice of Blackberry BES, NotifyLink or GoodAccess software. Depending on the configuration and server that the State is using, wireless features for any the devices that NTELOS is offering would be able to:

Push and Pull E-mail Sync Address Book Sync Calendar Sync Notes Sync Files Sync Task List Instant Messaging Internet/Intranet Access Look up Corporate Information Full Control of Content on Device

Spec sheets for information on each server solution are immediately following this page.

3.3.1.5 Vendor(s) shall describe, in detail, any remote management software they will provide, which would enable the State to manage their data phones and devices, including, but not limited to: device functionality, accessibility and programming.

Each software solution has different remote management functionality depending on the device of choice.

3.3.1.6 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile-to-mobile call.

NTELOS will provide one number per account that will be designated as a home number that will allow mobile-to-mobile calling from cellular phone to land line phone.

3.3.1.7 Vendor(s) shall provide any additional offerings not included in the preceding data section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and



BlackBerry Enterprise Solution

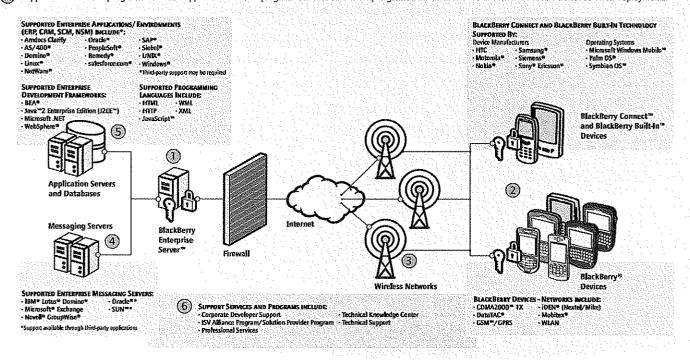
The Leading Wireless Solution for the Enterprise

The BlackBerry® Enterprise Solution provides a complete wireless connectivity platform for securely extending the business information residing in existing enterprise applications and systems to mobile professionals. It provides wireless access to email, enterprise data, phone, Internet, SMS and organizer applications. It is a fully integrated enterprise solution that provides what organizations require to go wireless: innovative server software, advanced wireless devices, wireless network service and essential support programs and services.*

BlackBerry Enterprise Solution Architecture and Security Model

The BlackBerry Enterprise Solution incorporates advanced security features while providing a flexible, IT friendly solution that allows organizations to quickly and cost-effectively deliver wireless information to mobile workers. It allows organizations to create end-to-end wireless connectivity solutions for a host of enterprise applications and systems. Key elements of the BlackBerry Enterprise Solution architecture include:

- BlackBerry Enterprise Server software Robust server software provides advanced security features and acts as the centralized link between wireless devices, applications and wireless networks.
- Broad selection of wireless devices Organizations and users can choose the devices that best suit their different needs and preferences.
- Support for global carrier networks BlackBerry is supported on over 50 networks in more than 30 countries around the world.
- Integration with messaging servers The BlackBerry Enterprise Solution provides an out-of-the-box solution for wirelessly extending popular messaging and collaboration servers.
- Wireless extension of application servers and databases The BlackBerry Enterprise Solution provides the solution components required to wirelessly extend an organization's existing enterprise applications and systems.
- 6 Support services and programs Several support services and programs are available to help organizations achieve the full benefit of their wireless solution deployments.



Why Choose BlackBerry Enterprise Server?

BlackBerry Enterprise Server is the foundation of the BlackBerry Enterprise Solution. It provides IT departments with:

A single, open platform for end-to-end vireless connectivity solutions

- · Supports multiple networks and applications -Acts as the centralized link between global wireless networks, devices and enterprise applications, managing data transmission and encryption.
- Pushes information to users Automatically delivers important information to mobile professionals using proven BlackBerry "push" delivery architecture.
- Supports device choice Choose devices that best suit organizational needs and user preferences. BlackBerry Enterprise Server supports popular BlackBerry devices, as well as • Scalable platform - BlackBerry Enterprise BlackBerry Built-In and BlackBerry Connect devices from leading manufacturers.

Simplified management

- · Centralized control Retain secure, global control over the entire wireless environment via IT policies, such as enforced software upgrades, automatic wireless backups and mandatory password configurations.
- Device asset reporting Track and manage key device statistics, including device model, PIN number, software version and serial number, as well as monitor third party applications loaded and IT policies applied.
- Device application control Set and enforce policies that specify required, allowed and disallowed third party device software.
- Server grows along with organizations, easily accommodating new users and applications.

Quick and cost-effective deployments

- Wireless, cradle-less activation and provisioning - Streamline deployments by allowing users to wirelessly activate and provision themselves using their wireless devices.
- Centralized device management and configuration - Reduce administrative overhead with configuration tools that allow IT departments to centrally load device software and predetermined user data.

Advanced security features

- End-to-end Triple DES** or AES encryption Secure, authenticated, outbound-only connections help ensure the confidentiality and integrity of wirelessly transmitted information. Data remains encrypted at all points between wireless devices and BlackBerry Enterprise Server.
- Optional S/MIME support[‡] Leverages an organization's existing S/MIME capabilities.
- Device content protection Protects sensitive enterprise information by locally encrypting data on devices.
- IT policy enforcement and commands Define and wirelessly enforce security settings on devices, as well as impose device lock-down or wipe data from lost or stolen devices.

Certified Secure

- BlackBerry Wireless Handhelds™ meet strict government security standards and have received the FIPS 140 validation.
- · @stake, a leading digital security consulting firm, has shown that the BlackBerry security model provides the same level of security as traditional VPN connections.

Ability to leverage existing infrastructure and investment

- · Integration with leading messaging servers Provides an out-of-the-box wireless extension of existing messaging platforms: IBM Lotus Domino, Microsoft Exchange and Novell GroupWise.
- · Extend enterprise applications and systems -Standards-based, open platform works with existing data stores and applications to wirelessly enable CRM, ERP, business intelligence, document management systems
- · Flexible application development options Choose from development options that enable organizations to quickly and cost-effectively extend existing systems to mobile workforces.

Options for Extending BlackBerry Wirelessly

The BlackBerry Enterprise Solution provides the technology required to wirelessly extend enterprise applications and systems beyond email. Many organizations can meet their wireless data requirements simply by creating browser-based intranet and Internet applications for wireless devices. If more complex wireless device applications are required, organizations can choose from the following application development options:

- . BlackBerry developer toolsets Enable in-house application development by enterprise IT teams.
- "Pre-packaged" solutions Allow organizations to choose from a variety of wireless solutions developed by BlackBerry ISV Alliance Partners for mainstream business applications.
- . Third party development Customers with wireless requirements that are not easily met with off-theshelf solutions can receive assistance with application integration from BlackBerry System Integrators or BlackBerry Solution Provider Alliance Partners.

To Purchase

Purchase the BlackBerry Enterprise Solution by contacting your wireless service provider.

For More Information

Obtain additional information on the BlackBerry Enterprise Solution, including platform overviews, upgrade information, wireless security features, white papers, solution resources and more: www.blackberry.com/go/enterprisesolution

*Check with service provider for availability, reaming airangements, service plans and features and availability on BlackBerry Connect and BlackBerry Built-In devices. Certain features untilined in this document require a minimum version of BlackBerry Enterplies Server Software, BlackBerry Desktop Software, and/or BlackBerry device software and may require additional development or third party products and/or services for services for services for services to receive the constitution of the service provider you are working with has agreed to support all of the features of the third party products and services, it is your responsibility to ensure that the airline service provider you are working with has agreed to support all of the features of the third party products and services may require one or more patent, codeman or copyright licenses in order to work inflation and use of third party products and services with RIM's remaining whether such their party because are required and are responsible for teninning whether such their objects of the services have been acquired by you or on your behalf. Your use of third party software shall be governed by and subject to you agreeing to the terms of superate software increase, if any, for this products had you or on your behalf. Your use of third party software shall be governed by and subject to you agreeing to the terms of superate software increase, if any, for this perpoducts and services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever in relation to the third party products or services and RIM assumes no fability whatsoever

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NOTIFY

NotifyLink Enterprise Mobility Solution for

Microsoft **Exchange**

Today, organizations need an effective way to provide their increasingly mobile workforce secure wireless access and management of their Email, Calendar, Contacts, and Tasks (PIM). As organizations source a solution, they are faced with a variety of challenges. One such challenge is selecting the appropriate wireless devices. Another is deciding on the appropriate wireless network(s) in order to provide the appropriate support for their entire organizational coverage requirements.

Most organizations are seeking a single solution that will offer them support for a variety of wireless devices. Providing a network independent solution will enable the organization a level of flexibility to change devices or networks as technology improves. Many organizations have expanded their requirements for wireless solutions to include both mobile wireless on voice and data networks as well as fixed wireless supporting all versions of 802.11x networks.

Notify Technology has designed the NotifyLink Enterprise Mobility Solution for Microsoft Exchange as a means to provide wireless access and management of Email and PIM information for any size organization. Notify's Enterprise solution will seamlessly integrate into an organization's existing network while offering the broadest possible wireless device support of any solution on the market today.

The NotifyLink Enterprise Mobility Solution interfaces with Microsoft Exchange providing secure, real-time synchronized Email and PIM to and from a variety of wireless devices including Palm, BlackBerry, and Windows Mobile based handhelds. Users have the ability to compose, reply, forward, or delete their email while mobile.

In addition users can maintain mobile synchronization with their personal Calendar, Contacts, and Tasks all from their wireless device.

What Sets the NotifyLink Enterprise Mobility Solution Apart?

Unlike many other enterprise solutions, NotifyLink provides a single enterprise solution supporting virtually all Palm, Windows Mobile, and BlackBerry OS devices simultaneously over a variety of wireless networks: GSM/GPRS, CDMA/1XRTT, iDEN, Mobitex, DataTAC and 802.11x.

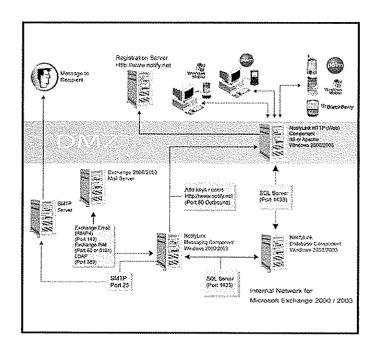
The NotifyLink Enterprise Mobility Solution provides Overthe-Air synchronization of Email and PIM thus freeing users from being required to cradle their wireless devices in order to maintain synchronization.

The NotifyLink Enterprise Mobility Solution provides "PUSH" notification eliminating the need for users to initiate a data session in order to retrieve their personal data.

With NotifyLink, all Email and PIM information will be stored safely behind an organization's firewall while all delivery of information to and from the wireless devices is encrypted utilizing either the TDES or AES encryption algorithms.

NotifyLink provides maximum flexibility for the IT professional while minimizing complexity providing multiple internal user groups with a robust solution over multiple devices and or wireless networks.

For more information on NotifyLink For Microsoft Exchange, please visit www.notifycorp.com.



Multi-Platform



*** BlackBerry



NotifyLink Enterprise Mobility Solution for Microsoft Exchange

Corporate User Benefits:

- Mobile Access & Management of Existing Email Accounts
- "PUSH" Notification
- Mobile Synchronization of Email, Calendar, Contacts, & Tasks
- Does Not Require an "Always-On" Desktop Computer
- Platform Specific Device Client for Palm, Windows Mobile and BlackBerry devices
- Enable or Disable Email Synchronization from your Wireless Device
- Compose, Reply, Delete, & Forward from Wireless Device
- Attachment Support on Palm, Windows Mobile and BlackBerry "PUSH" Notification

Customize Settings with the Web Client Interface:

- Define Message and PIM Notification Format
- Multilevel Filtering
- Track Mobile Activity
- Include or Exclude Email Response History

IT Professional Benefits:

- Easy to Install & Configure
- Separate Web Based Administration for IT and End User
- All Data Stored Behind the Corporate Firewall
- End-to-End Encryption Supporting AES & Triple DES
- Enterprise Scalable System Architecture
- Simultaneous Support for Multiple Devices
- Supports a Variety of Wireless and Fixed Wireless (802.11x) Networks
- Configure, Add, Enable, Disable, Delete Users

System Requirements:

The NotifyLink Enterprise Server for Microsoft Exchange requires three components to be installed - the SQL Database, Web Client and a Messaging engine.

NotifyLink Version 4.0 for Microsoft Exchange!

ADMINISTRATION:

- ▶ Simplified 1-Click Installation for single server deployments
- ▶ Improved Administration Interface
- ▶ Simplified Device Registration
- ▶ Device Management Interface
- ▶ Windows Forms Based Authentication

SYNCHRONIZATION:

- ▶ Folder Mirroring
- ▶ Automatic Synchronization of Contact Changes from Server
- Email Synchronization of Deletes and Messages Marked as Read
- ▶ International Character Set Support via UTF-8 Encoding
- Global Contacts Remote Lookup
- Public Contact Folders

DEVICES:

- ▶ BlackBerry Phone New 4.0 Version
- ▶ Windows Mobile New 4.0 Version
- ▶ Palm OS 4.0 Version with New User Interface and Multi-Threaded Functionality

Requirements will vary depending on the component being installed. With NotifyLink's flexible architecture, these components may be installed to one Server or may be distributed across multiple servers. The components and their respective requirements are as follows:

- Microsoft Windows 2000 or 2003 Server
- Intel Pentium III processor or better
- 500MB RAM
- 250MB free hard drive space
- Microsoft SQL Server 7.0 or later (MSDE version of SQL may be used for smaller deployments)
- Microsoft Internet Explorer 4 or later
- Microsoft IIS 4 or later
- Port 80 inbound/outbound open
- MAPI profile pointed to a mailbox with Exchange Administrator rights

NotifyLink

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Good Technology presents GoodAccess

Wireless Information Access for the Mobile Sales Force

THE CHALLENGE

Customer Responsiveness and Sales Productivity Challenges

Expectations of the sales function have never been higher. Customers expect sales representatives to know product specifications and differentiation, order and quote statuses, pricing and promotion details, service request statuses, and the history of past transactions and other dealings. If the sales representative does not know the answer, they must have the information at their fingertips. Responding to customer requests tomorrow or next week can mean missing out on an immediate opportunity or damaging your customer relationship which translates to lost business in the future.

Internal expectations are also high. Sales management must be able to forecast sales in near real time, continually increase sales productivity, and retain sales talent. However, sales representatives spend too much time in the office gathering information, responding to customer requests (because they didn't have the information at the time the customer requested it), and dealing with administrative requirements. Time in the office means less time with customers, and that makes increasing productivity difficult.

THE SOLUTION

GoodAccess Mobile Sales Solution

The GoodAccess Mobile Sales Solution puts the information sales representatives and managers need in the palms of their hands by extending existing sales systems to Palm OS and Windows Mobile 2003 based handhelds and smartphones.

PRODUCT FEATURES

Rapid Design of Wireless Composite Sales Applications

GoodAccess was designed with the understanding that there is not a single sales system. Information sales representatives need resides in numerous systems: CRM and sales force automation hold your account and opportunity information, ERP contains order and inventory information, service / support systems contain information about customer issue, etc. Using the Good Above All Studio to connect to backend sales systems through web services and other APIs, business analysts can rapidly create applications which bring information and functionality from multiple systems into a single application for your handheld or smartphone.

Superior Usability & Performance

Unless technology is easy to use and has great performance, most sales representatives will not use it. GoodAccess usability and performance features include:

- Intuitive User Interface optimized for smartphones with a familiar PC feel
- Foldering & Saved Pages users can organize information in their own way
- Background Processing information requests requiring communication back to the server are queued, allowing users to proceed with other activities
- Real time access wireless, real-time access to sales systems eliminates stale information and the need for cradle-to-PC synchronization
- Bandwidth optimization use of advanced compression and differential data updates delivers rapid smartphone to server response times

Push / Broadcasting

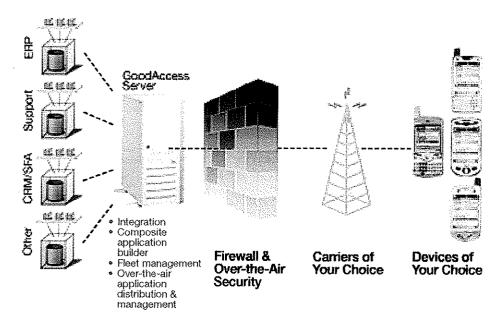
GoodAccess enables leads, sales reports, customer service issues, and other critical information to be pushed or broadcast directly to the smartphones of sales representatives. Proactively notifying representatives of time sensitive information improves their responsiveness and productivity by focusing them on the most critical information.

Robust Security

No matter how much potential a technology has to improve productivity and customer responsiveness, IT will not implement it unless its security is bullet proof. GoodAccess requires no firewall holes and uses AES encryption over the air to minimize hacking and denial of service risks.

Enterprise Services and Support

With over 3000 enterprise customers, Good Technology understands the importance of providing enterprise class services and support. Good Professional Services and Good Support provide the solution design, implementation, and support services that will make your Wireless Field Service, Maintenance, and Repair solution successful.



KEY CAPABILITIES

During a meeting with a customer, can you

- Access order status information?
- Quote prices and availability?
- Retrieve the latest product information?
- · Capture an order and lock in a sale?

While on the road before or after a meeting, can you

- Quickly retrieve contacts information?
- Retrieve notes from prior meetings?
- Review order and billing histories?
- Review and update your forecast?
- Log calls, events, and activities?
- Distribute new leads to reps?
- Access key sales reports and dashboards?

KEY BENEFITS

Increase customer responsiveness

Seize opportunities for immediate sales by having the right information at your fingertips

Improve sales productivity and effectiveness

Spend less time in the office time and more time with customers

Get more value out of sales systems like CRM and SFA

Reduce costs of sales by eliminating inefficient paper-based processes

Wireless Composite Sales Applications

- Manage accounts
- Manage opportunities
- · Check order status
- Place orders
- · Retrieve invoices
- Check inventories
- Service ticket status
- Dashboard & report access



Good Technology, Inc.

For more information, please call 866.BE.GOOD or visit www.good.com



those which may be provided to the State at no charge. All costs shall be detailed in the cost portion of the proposal.

NTELOS will provide the State aggressive data pricing along with an extensive 1x data network that offers full connectivity between Charleston up to Morgantown on I-79. We also will offer professional technical support for data devices with the assistance of Mission Critical Wireless (MCW). MCW offers direct one-on-one customer service to help individuals work through their individual data needs. They can assist with planning as well as implementation of new data products.

3.3.1.8 Vendor's proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature. Vendors shall show all pricing details in the cost portion of the proposal.

NTELOS will offer data devices that are capable of receiving "Amber Alert" notifications. We will assist with the training of this feature at the State's request. There will be no charge for the notifications.



Section III - Conversion and Training

3.4. CONVERSION

3.4.1 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.

NTELOS respects the State's intent to make use of existing equipment where possible. Any device currently owned by the State that was purchased originally from NTELOS can be transferred to a new agreement with NTELOS. Other devices could possibly be used if programming and software is compatible with those used by NTELOS. These devices will be evaluated on a case by case basis and be transferred to NTELOS whenever possible. Any existing standard equipment that cannot be transferred to NTELOS will be replaced with equivalent models at no cost to the State. Non-standard phones and data devices that cannot be transferred to the NTELOS network will be replaced by NTELOS for a nominal fee to be discussed in the cost portion of this proposal.

3.4.2 The State intends to retain the cellular numbers currently used. The Vendor(s) shall describe, in detail, their methods for attaining this goal, with specific emphasis on maintaining "local" phone numbers currently assigned to these devices.

Porting will require that the State provide basic information -- number to port, billing address, billing account number and Tax ID number. We will port all eligible numbers in the State of West Virginia. Numbers that are eligible are in the following billing tables:



NTELOS Rate Centers for West Virginia

LATA	Rate Center	State	C=Post J=Pre	LRN
254 CHARLESTON WV	ALLOY	WV	J	3044219998
254 CHARLESTON WV	ALLOY	WV	C	3044219999
932 BLUEFIELD WV	ATHENS	WV	J	3049229998
932 BLUEFIELD WV	ATHENS	WV	C	3049229999
254 CHARLESTON WV	BECKLEY	WV	J	3042229998
254 CHARLESTON WV	BECKLEY	WV	C	3042229999
932 BLUEFIELD WV	BLUEFIELD	WV	J	3049229998
932 BLUEFIELD WV	BLUEFIELD	WV	C	3049229999
932 BLUEFIELD WV	BLUEWELL	WV	J	3049229998
932 BLUEFIELD WV	BLUEWELL	WV	C	3049229999
256 CLARKSBURG WV	BRIDGEPORT	WV	J	3044399998
256 CLARKSBURG WV	BRIDGEPORT	WV	C	3044399999
254 CHARLESTON WV	BRUSHTON	WV	J	3044219998
254 CHARLESTON WV	BRUSHTON	WV	C	3044219999
256 CLARKSBURG WV	BUCKHANNON	WV	J	3044399998
256 CLARKSBURG WV	BUCKHANNON	WV	C	3044399999
254 CHARLESTON WV	BUFFALO	WV	J	3047619998
254 CHARLESTON WV	BUFFALO	WV	C	3047619999
256 CLARKSBURG WV	CHEAT LAKE	WV	J	3043659998
256 CLARKSBURG WV	CHEAT LAKE	WV	C	3043659999
254 CHARLESTON WV	CHRLSTNZN1	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN1	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN2	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN2	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN3	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN3	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN4	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN4	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN5	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN5	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN6	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN6	WV	C	3044219999
254 CHARLESTON WV	CHRLSTNZN7	WV	J	3044219998
254 CHARLESTON WV	CHRLSTNZN7	W۷	C	3044219999
256 CLARKSBURG WV	CLARKSBURG	WV	J	3046959998
256 CLARKSBURG WV	CLARKSBURG	WV	C	3046959999
254 CHARLESTON WV	CLENDENIN	WV	J	3044219998
254 CHARLESTON WV	CLENDENIN	WV	C	3044219999



256 CLARKSBURG WV	CORE	WV	J	3043659998
256 CLARKSBURG WV	CORE	WV	C	3043659999
254 CHARLESTON WV	EAST BANK	wv	J	3044219998
254 CHARLESTON WV	EAST BANK	WV	C	3044219999
256 CLARKSBURG WV	FAIRMONT	WV	J	3043659998
256 CLARKSBURG WV	FAIRMONT	WV	C	3043659999
256 CLARKSBURG WV	FARMINGTON	WV	J	3046959998
256 CLARKSBURG WV	FARMINGTON	wv	C	3046959999
254 CHARLESTON WV	FAYETTEVL	WV	J	3042229998
254 CHARLESTON WV	FAYETTEVL	WV	C	3042229999
254 CHARLESTON WV	FLAT TOP	₩V	J	3042229998
254 CHARLESTON WV	FLAT TOP	WV	C	3042229999
256 CLARKSBURG WV	FLEMINGTON	WV	J	3044399998
256 CLARKSBURG WV	FLEMINGTON	wv	C	3044399999
254 CHARLESTON WV	FORT GAY	WV	J	3044219998
254 CHARLESTON WV	FORT GAY	WV	C	3044219999
256 CLARKSBURG WV	GRAFTON	wv	J	3046959998
256 CLARKSBURG WV	GRAFTON	WV	C	3046959999
254 CHARLESTON WV	HINTON	WV	J	3042229998
254 CHARLESTON WV	HINTON	WV	C	3042229999
254 CHARLESTON WV	HNTNGTNZN1	WV	J	3044129920
254 CHARLESTON WV	HNTNGTNZN1	WV	C	3044129999
254 CHARLESTON WV	HNTNGTNZN2	WV	J	3044129920
254 CHARLESTON WV	HNTNGTNZN2	WV	C	3044129999
254 CHARLESTON WV	HNTNGTNZN4	WV	J	3044129920
254 CHARLESTON WV	HNTNGTNZN4	WV	C	304412999
254 CHARLESTON WV	HURRICANE	WV	J	3044219998
254 CHARLESTON WV	HURRICANE	WV	C	3044219999
256 CLARKSBURG WV	JANE LEW	WV	J	3044399991
256 CLARKSBURG WV	JANE LEW	WV	C	304439999
256 CLARKSBURG WV	LAUREL PT	WV	J	304365999
256 CLARKSBURG WV	LAUREL PT	WV	C	304365999
254 CHARLESTON WV	LEON	WV]	J	304761999
254 CHARLESTON WV	LEON	WV	C	304761999
256 CLARKSBURG WV	LUMBERPORT	WV	J	304695999
256 CLARKSBURG WV	LUMBERPORT	WV	C	3046959999
256 CLARKSBURG WV	MANNINGTON	WV	J	3046959998
256 CLARKSBURG WV	MANNINGTON	WV	C	3046959999
254 CHARLESTON WV	MILTON	WV	J	304412992
254 CHARLESTON WV	MILTON	WV	C	3044129999
254 CHARLESTON WV	MONTGOMERY	wv	Ĵ	3044219998
254 CHARLESTON WV	MONTGOMERY	WV	C	3044219999



256 CLARKSBURG WV	MORGANTOWN	₩V ↓	. U	3043229998
256 CLARKSBURG WV	MORGANTOWN	WV	Ğ	3043229999
254 CHARLESTON WV	MOUNT HOPE	WV	J	3042229998
254 CHARLESTON WV	MOUNT HOPE	WV	C	3042229999
256 CLARKSBURG WV	MT MORRIS	WV	J	3043659998
56 CLARKSBURG WV	MT MORRIS	WV	C	3043659999
254 CHARLESTON WV	OAK HILL	WV	Ĵ	3042229998
54 CHARLESTON WV	OAK HILL	WV	C	3042229999
54 CHARLESTON WV	PRICHARD	WV	J	3044129926
54 CHARLESTON WV	PRICHARD	WV	C	3044129999
932 BLUEFIELD WV	PRINCETON	wv	J	3049229998
932 BLUEFIELD WV	PRINCETON	WV	C	3049229999
54 CHARLESTON WV	PTPLEASANT	WV	J	3044409998
54 CHARLESTON WV	PTPLEASANT	wv	C	3044409999
54 CHARLESTON WV	RAVENSWOOD	w	J	3044409998
254 CHARLESTON WV	RAVENSWOOD	wv	C	3044409999
54 CHARLESTON WV	RIPLEY	WV	J	3047619998
54 CHARLESTON WV	RIPLEY	WV	C	3047619999
56 CLARKSBURG WV	SALEM	wv	Ĵ	3046959998
56 CLARKSBURG WV	SALEM	WV	C	3046959999
56 CLARKSBURG WV	SARDIS	WV	J	3046959998
56 CLARKSBURG WV	SARDIS	WV	C	3046959999
54 CHARLESTON WV	SCOTTDEPOT	wv	J	3044219998
54 CHARLESTON WV	SCOTTDEPOT	WV	C	3044219999
56 CLARKSBURG WV	SHINNSTON	WV	i j	3046959998
56 CLARKSBURG WV	SHINNSTON	WV	C	3046959999
54 CHARLESTON WV	SOPHIA	WV	J	3042229998
254 CHARLESTON WV	SOPHIA	WV	C	3042229999
56 CLARKSBURG WV	W MILFORD	WV	J	3044399998
56 CLARKSBURG WV	W MILFORD	WV	C	3044399999
56 CLARKSBURG WV	WALKERSVL	wv	J	3044399998
56 CLARKSBURG WV	WALKERSVL	W	C	3044399999
56 CLARKSBURG WV	WEST UNION	wv i	J	3046959998
56 CLARKSBURG WV	WEST UNION	WV	C	3046959999
56 CLARKSBURG WV	WESTON	WV	J	3044399998
56 CLARKSBURG WV	WESTON	WV	C	3044399999
54 CHARLESTON WV	WHITESVL	WV	J	3042229998
54 CHARLESTON WV	WHITESVL	WV	C	3042229999
254 CHARLESTON WV	WINFIELD	wv	J	3044219998
254 CHARLESTON WV	WINFIELD	WV	C	3044219999
256 CLARKSBURG WV	WORTHINGTN	wv	Ĵ	3046959998
256 CLARKSBURG WV	WORTHINGTN	WV	C	3046959999



3.4.3 The Vendor(s) shall provide a Statement of Work (SOW), detailing their time lines and procedures necessary to achieve portability, if possible, and any impact it may have on State usage.

Statement of Work will follow:



STATEMENT OF WORK - PORTING NUMBERS

THIS DOCUMENT IS A STATEMENT OF WORK (SOW) as defined in the Request for Proposal. This Statement of work is subject to revision as the relationship between the two parties progresses. This Statement of work sets the expectations regarding porting procedures and timelines.

PORTING PROCEEDURES:

Task 1: Request for Port

The State's representative will log on to our secure website designed for the State and request new lines of service.

Task 2: Handset Request

From the aforementioned website the State's representative will order the type of handsets needed.

Task 3: Letter of Authorization (LOA)

The State's representative will download the LOA from the website and fill out all appropriate porting information. That LOA will then be faxed to our WV State Inventory Specialist.

Task 4: Port Conversion

Upon receipt of handset hardware by the State, porting will begin. The NTELOS Porting Specialists will contact the current wireless carrier to inform of the State's intention to port the numbers to NTELOS. When the numbers have been released from the existing carrier, NTELOS will activate said numbers in our system.

Task 5: Handset Programming

Upon confirmation that numbers have been ported and activated, the State's dedicated local customer service representative will come to the State location that houses the handset hardware and program the numbers into the new NTELOS phones.



SOW Continued

PORTING TIME LINE*:

Task 1: Request for Port

Day 1 – 30 Minutes to complete information request.

Task 2: Handset Request

Day 1 and 2-30 Minutes to complete order form. 24 Business hours to receive hardware order.

Task 3: Letter of Authorization

Day 1 – 30 Minutes to complete information request.

Task 4: Port Conversion

Day 2-4 Hours to confirm porting of number and activate in the NTELOS system. Beginning with this process, service may be interrupted intermittently until after task 5 has been completed.

Task 5: Handset Programming

Day 2 – 4 Hours to program ported numbers into handsets after Task 4 is completed.



^{*} Porting time line may vary according to hardware availability and quantities ordered in excess of 100 per order.

3.4.4 Vendor(s) shall be responsible for any re-programming necessary to make any existing State-owned cellular telephones and data devices compatible with their system. The vendor(s) must provide this re-programming at no additional cost. If State-owned cellular telephones cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a cellular telephone at no additional charge to the State. If data devices cannot be connected, it will be the State's responsibility to obtain compatible units, under the terms of this agreement.

NTELOS respects the State's intent to make use of existing equipment where possible. Any device currently owned by the State that was purchased originally from NTELOS can be transferred to a new agreement with NTELOS. Other devices could possibly be used if programming and software is compatible with those used by NTELOS. These devices will be evaluated on a case by case basis and be transferred to NTELOS whenever possible. Any existing standard equipment that cannot be transferred to NTELOS will be replaced with equivalent models at no cost to the State. Non-standard phones and data devices that cannot be transferred to the NTELOS network will be replaced by NTELOS for a nominal fee to be discussed in the cost portion of this proposal.

3.5 TRAINING

3.5.1 Vendor(s) shall offer multi-level training classes to the State, when requested.

NTELOS employs a dedicated local (Charleston) corporate trainer who will be available to schedule appropriate training classes as requested by individual State agencies. NTELOS will create a time line with input from the State to establish training classes for each of the agencies. Training will be done at the time of conversion so that all questions can be address and will offer follow up for new services and equipment.

3.5.2 Primary training shall be a "train the trainer" concept for procurement officers, or other appropriate agency personnel, to clearly understand the ordering, billing and invoicing processes.

NTELOS will utilize the "train the trainer" concept with our local professional training staff. We also will be working with State



procurement officers to create e-billing solutions tailored to the needs of the State.

3.5.3 Vendor(s) should provide online user documentation for billing, invoicing and related paperwork for procurement officers, and fully describe how this mechanism will work.

NTELOS can customize billing to meet your accounting requirements. Your bill can be provided in Comma-Separated Values (.CSV) format and delivered by e-mail or ftp. The .CSV format is a generic file format used for importing data into databases or spreadsheets. A .CSV file is easily opened in Excel or imported to Access or almost any relational database of your choice.

As discussed previously in this proposal, NTELOS will work with State procurement officers to create a tailored invoice with all details required by the State. These invoices may be requested on CD if needed.

3.5.4 If required, vendor(s) shall offer server-level application training on any applicable data device software, required to facilitate interoperability with the State's network.

NTELOS will coordinate server-level application training with Mission Critical Wireless (MCW). MCW, as discussed previously, is a corporation specializing in wireless data management.



Section IV - Ordering Procedures/Billing and Account Management

3.6 ORDERING PROCESS

3.6.1 The Vendor(s) shall provide a single, dedicated sales representative, for the convenience of State users, available Monday through Friday, 8:00-5:00, as part of their support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in their response. Vendor(s) must provide a toll-free number and e-mail address for this contact.

NTELOS will have three assigned representatives as part of the support team for the State. Keely Williams and Matt Massey will be the Account Executives assigned to handle the needs of the State from a local geographic perspective. NTELOS will also offer a Field Support Representative (FSR) dedicated exclusively to the needs of the State. The FSR will specialize in inventory orders, billing questions and general technical support. A toll-free number and e-mail address will be provided to the State for each of the above named individuals as requested.

We are also creating a web order form for the State. Agencies will be able to go online to place orders. Orders placed before noon will be delivered the following business day. We have started the site, but will need help from the State in completing to assure full security and ease of use.

3.6.2 The Vendor(s) shall provide activation of new service, or portability services related to current, State-owned equipment, at no additional charge. This shall be provided to State agencies within forty-eight (48) hours of receipt of request.

New activations without portability will be activated at no additional charge, within forty-eight hours of the request made on the State's ordering website. New activations involving the porting of an existing number will also be completed at no additional charge to the State. Please refer to the Statement of Work immediately following this page for porting time line and process information.

3.6.3 The Vendor(s) must describe, in detail, their proposed process for the ordering of new equipment, including, but not limited to: delivery of equipment, notification processes to State spending units for the purposes of



ORDERING PROCEDURES

- 1. Each agency will contact the NTELOS support assistant assigned to that agency via phone call, e-mail, or web page- See screen shots that follow for web ordering.
- 2. State Service Order Form will need to be e-mailed, faxed or completed online along with Purchase Order from the State.
- 3. New activations (new numbers) will be activated and shipped directly to customer for arrival within 24* business hours. These new lines will arrive fully functional.
- 4. New activations (ported numbers) will have the hardware shipped out for delivery to customer within 24* business hours. These phones will not yet be programmed. Once the number has been obtained by NTELOS from the existing carrier, a representative will program the phones on site to avoid service disruption.
- 5. Other hardware and accessory orders will be shipped for delivery to customer within 24* business hours when item is in stock.
- 6. Your assigned support assistant will follow up with a phone call to ensure that shipment has arrived in order.

*Orders up to 50 units will be processed in 24 business hours. Larger orders will be filled with time lines to be determined on a case-by-case basis.

We will meet with the State and make changes to the above process as requested. See the next four pages for screen shots of our West Virginia Order Site*Please keep in mind that we will customize to suit the needs of the State.

Screen shots include:

Sign Up Form Rate Plans Phones Coverage Maps

^{*}The products and services that appear on the next pages may not reflect content in proposal; it is for demonstration purposes only.



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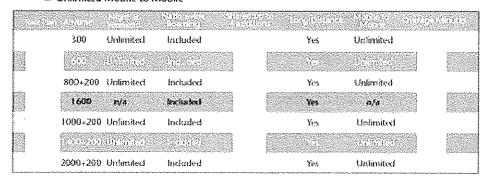




NTELOS NATION

NO ROAMING CHARGES! The only national plan big enough for the whole family to share.

- **M** No Roaming Charges
- Unlimited Night & Weekend Minutes
- Unlimited Mobile to Mobile



UNLIMITED Regional Minutes

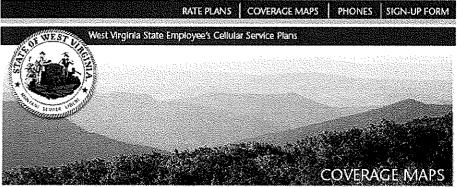
No more billing worries. UNLIMITED Regional Minutes provides unlimited calling to your home, office and friends anytime of day on the entire NTELOS network.

- Unlimited minutes on the entire NTELOS Network
- Nationwide Long Distance and Roaming Minutes available for select plans

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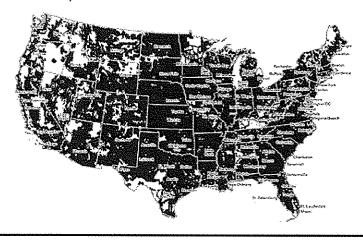




NTELOS NATION COVERAGE AREAS

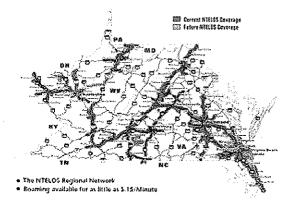
NO ROAMING CHARGES! The only national plan big enough for the whole family to share.

- M Never Roam Again
- ## 96% of Population Covered



UNLIMITED Regional Coverage Map

No more billing wordes. UNLIMITED Regional Minutes provides unlimited calling to your home, office and friends anytime of day on the entire NTELOS network.



3.6.4 When an agency requests a line for a specific geographic area of the State, in the event that there are overlapping coverage plans from multiple vendor(s), the agency will be required to contract with the vendor(s) offering the lowest price, with all agency-required features, for their coverage area.

NTELOS respects and understands the State's position pertaining to the division of the bid award among multiple vendors. We fully understand that when there is an overlap in coverage from multiple vendors, the vendor offering the lowest price with all required features will be awarded the lines needed.

3.6.5 Vendor(s) should detail any "real-time, online" capabilities they provide for checking the status of orders, via a web-based, password protected site.

NTELOS does not have any online capabilities for checking the status of orders until they are shipped from the warehouse. Tracking is handled by UPS. State agencies can call 1.877.4.NTELOS the dedicated support representative to check the status of an order.



Section V - Service and Support

3.7 SERVICE AND SUPPORT

3.7.1 Vendor(s) shall provide a toll-free support number, with 24x7x365 coverage, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.

NTELOS will comply utilizing our Customer Care Center hours are as follows 6:00 A.M. to 11:00 P.M. EST 7 Days a week 365 Days a year. We have also partnered with Mission Critical Wireless for data support that can be reached M-F 7:00 A.M. to 7:00 P.M. EST.

3.7.2 Vendor(s)' service and support contact with the State of WV shall return telephone calls within one (1) business day, whenever requested by the State of WV, and shall provide status updates on problems/issues/questions until resolved.

The NTELOS State support team will return telephone calls within one business day. When problems/issues/questions cannot be resolved with one contact, status reports via e-mail or telephone will be provided on a daily basis until the problem is resolved.

3.7.3 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

NTELOS will stock spare parts of any handset available at the time of request. If said handsets are no longer available and/or parts are no longer available, NTELOS will replace the entire handset with the same model or equivalent.

3.7.4 Rates for basic service shall include maintenance of cellular telephones, antennas and batteries.

NTELOS will provide maintenance for all standard handsets including telephones, antennas and batteries included in our basic service rates.

3.7.5 Warranty coverage shall constitute repair or replacement of any malfunctioning units, with equipment equal to, or better than, the original unit, within twenty-four (24) hours of equipment failure/vendor(s) notification.



NTELOS will replace all equipment for the duration of the warranty period. The State will receive seed stock to equal 5% of the total lines on the each account. Seed stock is simply a stock of extra phones to be kept on site with each agency to program as needed for immediate replacements.

3.7.6 Vendor(s) must indicate the warranty period for telephone and other voice components their company may supply. Please indicate how repair/replacement is accomplished. Please indicate post-warranty costs to replace phones and other components for a user currently in service with vendor(s)' company. All costs shall be shown in the cost portion of the proposal.

The standard handset warranty period for telephones and related equipment is 12 months from the date of original purchase. The State will receive a seed stock of handsets equal to 5% of the total number of lines activated on the account. This seed stock will be available on site with the State agency to be used for immediate replacements.

3.7.7 Vendor(s) shall describe their escalation process for any service issues. Vendor(s) shall regularly update the State of WV on its written escalation process, whenever that process is revised.

Please see next page for escalation process- the list below will cover all issues – billing, sales, network, and technical assistance.



Escalation Process

All questions and concerns related with NTELOS network service and equipment should be directed to the dedicated State Field Services Representative. FSR will have twenty four business hours to respond with network update or equipment replacement or repair. Overnight delivery may be required and could take forty eight hours to receive from the time that the issue has been reported, evaluated and delivered.

Issues that go beyond these terms can call to escalate the issue by contacting the following individuals:

Matt Massey
AE- State of West Virginia
304.417.0263
masseym@NTELOS.com

Keely Williams
AE-State of West Virginia
304.414.4724
williamsk@NTELOS.com

Carter Brown (Call if no response for 24 hours from Keely or Matt)
Manager Corporate Sales
434.465.0406
brownc@NTELOS.com

Keith Collins (Call if no response from Carter within 4 hours)
Director of Sales-West Virginia
304.353.8908
collinsk@NTELOS.com

Jeff Tennery VP of Sales 434.760.0921 tenneryj@netelos.com

Carl Rosberg President Wireless 540.946.3511 rosbergc@NTELOS.com

Any of the above individuals will respond to the needs of the Sate within 24 hours. This list will be updated monthly to make sure that all of the State's needs are addressed. We also will host monthly meetings with the State to review escalated issues as well as a multitude of other subjects.



3.7.8 Within the warranty period, Vendor(s) must troubleshoot and repair any problems, within twenty-four (24) hours of receiving notification of an issue. If a unit cannot be repaired within this timeframe, a new unit, equal to, or better than the existing unit, will be made available to the State, within forty-eight (48) hours of the initial contact. This new unit shall be a replacement for the defective device and will be retained by the State.

The standard handset warranty period for telephones and related equipment is 12 months from the date of original purchase. The State will receive a seed stock of handsets equal to 5% of the total number of lines activated on the account. This seed stock will be available on site with the State agency to be used for immediate replacements.

3.7.9 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and wireless data cards after eighteen (18) months of use. For non-basic telephones, the State of WV users must be able to acquire replacements after two years, for little, or no additional costs. All costs must be included in the cost portion of the proposal.

Upgraded equipment procedures are dependent upon contract length. If the State decides on a one-year contract term, new basic handsets and data cards will be offered free of charge at the end of the year if the contract is then renewed for one additional year. In the same situation, data devices and other advanced handsets will be offered at considerably discounted rates to be detailed in the cost section of this proposal.

If the State decides on a two-year contract term, new basic handsets and data cards will be offered free of charge after 18 months of the original contract term have passed and the contract is renewed for an additional year. In the same situation, data devices and other advanced handsets will be offered at considerably discounted rates to be detailed in the cost section of this proposal.



3.7.10 if vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.

While NTELOS has no significant platform changes planned for the next several years, any deviation from that plan will be made known to the State nine months prior to a change being made. If deviation occurs that would cause new technology to be implemented, NTELOS will provide appropriate handset replacements prior to the new technology being implemented.

3.7.11 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

NTELOS will post all expected model changes on the State Wireless Website ninety days prior to expected changes.

3.7.12 Vendor must acknowledge the existence of, and be prepared to provide at the State's request, verifiable data identifying the length of time transmission towers remain available in the event of a power outage, and what type of back-up devices, such as generators, exist to guarantee Quality of Service (QoS) levels. If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

NTELOS has a full Disaster Recovery Plan that contains all the above information and is available within 3 business days of request by the State.

3.7.13 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.

NTELOS will furnish monthly availability and reliability statistics to the West Virginia Office of Technology for our "home area". We compile these reports monthly in Excel format and will provide copies to the State for review as well.



3.7.14 Vendor must acknowledge the existence of, and be prepared to provide at the State's request, a description of their existing Disaster Recovery mechanisms, to accommodate for natural disasters or other related catastrophic events, and what "failover" methodology exists to guarantee service continuance. If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

NTELOS acknowledges the existence of and is prepared to provide the State a description of our Disaster Recovery Plan. This plan accommodates for natural disasters and other related catastrophic events. NTELOS will provide the requested information within 3 business days of the request.

3.8 BILLING AND ACCOUNT MANAGEMENT

3.8.1 The Vendor(s) shall provide a single, dedicated billing representative, available Monday through Friday, 8:00-5:00, as part of their support team, to handle all questions and issues related to the plans and invoicing included in their response to this RFP. Vendor(s) shall provide a toll-free number and e-mail address, for State user access to this resource.

NTELOS will have three assigned representatives as part of the support team for the State. Keely Williams and Matt Massey will be the Account Executives assigned to handle the needs of the State from a local geographic perspective. NTELOS will also offer a Field Support Representative (FSR) dedicated exclusively to the needs of the State. The FSR will specialize in inventory orders, billing questions and general technical support. A toll-free number and e-mail address will be provided to the State for each of the above named individuals as requested.



3.8.2 Primary vendor shall have the responsibility for negotiating agreements with the appropriate carriers in West Virginia to provide said consistent functional features. The successful vendor(s) will be responsible for the management of all carrier services provided to the user agencies, as well as billing, administrative support and maintenance. The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.

NTELOS is bidding as a sole entity. Currently, we have no working arrangement with other carriers, but would be willing to negotiate agreements as needed.

3.8.3 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

State agencies will have the ability to change rate plans on each individual line without any additional charges.

3.8.4 The vendor(s) shall provide accurate, automated and detailed original billing (CD, EDI [potential feature]) and up to two (2) copies according to specific agencies needs. The vendor(s) shall provide a detailed summary for each line regardless of how that usage is billed. All invoices shall be submitted from the primary vendor(s).

NTELOS will work as a sole bidder for the State's RFP. The NTELOS Electronic Commercial billing provides electronic billing information via files formatted as CSV and transmitted directly to the customer via FTP or E-mail. With E-mail the distribution can be up to five e-mail addresses provided by the State. Once a file is received the State can redistribute, save and/or load the file to any number of destinations they choose without restriction.



3.8.5 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:

A separate bill per service line requested
Aggregate billing by agency geographic location

Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

The NTELOS solution for electronic billing works based upon the base billing system. Each Account in billing constitutes as separate Bill and separate Payment. It is important to understand that shared package plans for minutes, data or any other type of usage work to an Account level but not across accounts. If a super plan unique to West Virginia is created for all services that would mean one Account, one Bill and one Payment for all services. If each independent West Virginia budgetary unit or organization is responsible for their services and payment of those services then each unit or organization will need an individual Account to maintain separation of Bills, Accountability and Payments.

3.8.6 The State would accept a bulk plan, as described in the first scenario in Attachment B. This scenario includes a mandatory requirement that the vendor shall bill individual agencies for their share of the monthly cost by dividing the total number of lines in service into the monthly cost, and charging each spending unit for the number of lines that they have.

Bulk or Shared plans are shared to an Account level but not across accounts. For any single billed set of services, the system is already setup to allow for Account level/shared charges to be equally divided to each of the services on the Account. This means that a \$200 shared package being billed on an Account with 10 phone services will result in single record per service with a \$20 charge to reflect their portion of the service cost.

3.8.7 This billing shall be provided on a Compact Disc (CD) or EDI (potential feature), in a pre-approved format, as agreed upon by both the vendor(s) and the State. Data shall be available electronically and provide the option of exporting to .CSV file format. These bills will be delivered to the State within one (1) business day of a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:



*User Name

*Cellular Number

Office (landline) Number

Supervisor's Name

Supervisor's Office (landline) Number

Department

*Agency Name

Unit Name

Org. Number

- *Bill to address
- *Plan level
- *Date and time of call or data transaction
- *Number called
- *Duration of call or size of data transmission
- *Cost of call or data transmission
- *Overage charges, if applicable
- *Fees

The commercial billing system has multiple files containing the information desired by the State. These files can be used without restriction in any desired fashion by the State. The files are broken down into logical division of data to make it easier for the State to get to information desired without having to negotiate through non-value added information. Below are a list of the files available and their purpose.

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Organization Used to define unique accounting based

Organizations such as company divisions.

Department Used to define unique accounting based

Departments such as Finance, Accounting,

Public Work, Engineering etc.

Location Address Used to define the locations where an

Organization has definable operations.

Expense Class Used to define the accounting charge code

Associated to a specific billed charge such as Monthly Access, Roaming, Long Distance, etc. Used to define each phone service by Phone

Phone Definition Used to define each phone service by Phone Number to the organization . Department, and

Location to which it belongs.



^{*}mandatory

Billing Summary Unique billing charges associated with a

Phone

Service or account level charges associated

with all Services.

GL/AP Post File This file represents the information in the

phone

Definition and billing charges summary file Combined into a file that can be used to immediately post the billed invoice to the correct organization, department and charge

code to eliminate manual invoice entry into your financial system.

Wireless Home Detail This is a detailed call record file of all the calls

made and received by a phone service on an

account.

Wireless Roam Detail This is a detailed call record file of all the calls

made by a phone while roaming.

Service Activity This is a detailed file with a unique record for

when a service is added or removed during a

billing period.

3.8.8 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report in Common Separated Values (.CSV) format on a CD. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.

The ability for the State to optimize a package is available at any time at no charge. The system can also send real time text messages to the Primary Phone service on each account during a billing period the first time the charges on that account reaches a threshold dollar amount over and above the normal monthly recurring charges. This service is also free of charge and is intended to inform a customer before being billed that they have either high usage or roaming that can be addressed and charges covered by a mid period package change. This is a proactive approach of insuring no surprises for billing charges.



3.8.9 Reports should be made available via a secure, password-protected, online environment and include the following:

3.8.9.1 Ability to report usage, billing and trending data at the individual wireless number level

3.8.9.2 Ability to summarize data at the department, agency and division levels

3.8.9.3 Ability to provide exception reporting indicating low usage, overage usage, and minimal usage

(The State will determine the levels of security access, and user validation.)

Vendor must describe their capabilities for providing this information.

Reports are represented by the established detail and summary files being sent to the State each month. The date in these files can be used without restriction. This includes loading all desired detail into relational databases or a data warehouse for internal canned reports and ad hoc reporting. All of the desired reports in this request can be satisfied with the monthly billing data being provided with the exception of data usage. Data, Text Messages, Picture Messages, and Brew usages are being addressed at this time as additional data files for the State.

3.8.10 Prior to issuing billing, vendor(s) will be required to validate that all lines are active. Describe how this will be handled.

There are two files in the system that help monitor and maintain accurate billing and information for the State. The first file and its purpose, Service Activity, is mentioned earlier in the files definition section. The second file is the Posting Error file. The Posting Error file is used to record any errors in the creation of the GL /AP Post file. Errors recorded to this file detail specifically with a phone service that is discovered on a billed Account that has not as yet been defined in the Phone Definition file. To insure that the customer gets an accurate file the system will not e-mail or FTP a file to the customer until all errors are resolved.



3.8.11 Vendor(s) shall provide to the State a monthly report that shows total minutes of usage by billed telephone number (BTN).

This option is satisfied by the Home and Roam Detail files which contain all records. The addition of Data, Text, Pictures and Brew detail will also facilitate this requirement.

3.8.12 Vendor(s) should also make all billing information available via an online mechanism, for ease of use by the agency representatives. Vendor(s) should describe available options, including, at a minimum, security access levels and reporting capabilities.

Currently, there are no online facilities required for this system. All of the information relevant to billed charges and usage are provided to the State with the required detail to eliminate a need to go online to view and extract. The maintenance of the reference tables for Organization, Department and Service charge codes is typically a one time event with minor adjustments annually if the State wants to reestablish organizational structure and budgets.

3.8.13 Vendor(s) shall work directly with the agencies to promptly resolve billing issues.

NTELOS will work directly with each agency to resolve any billing issues that need attention.

3.8.13 Vendor(s) shall waive any charges it has failed to bill the State, within the fiscal year for which the service was provided has elapsed.

NTELOS will waive any charges it has failed to bill the State for within fiscal year which the service was provided.

3.8.14 Vendor(s) shall notify the State one hundred twenty (120) days in advance of any anticipated changes in billing format. *Note: The State does not regard a "read me" file on a billing CD as constituting notice.* Vendor(s) shall describe the mechanism proposed to coordinate CD format changes with State representatives.

NTELOS will provide the State with anticipated changes to the billing system 120 days in advance. NTELOS will also provide a billing specialist for the State to explain the changes of the billing format.



3.8.15 The State of WV will not pay activation fees, disconnection fees, early termination fees, or roaming fees, within the designated "home area," as part of this contract. (See Section 3.1)

The State of West Virginia will not have to pay activation fees, disconnection fees, early termination fees or roaming fees within the designated "home area".

3.10 SPECIAL TERMS AND CONDITIONS:

- 3.10.1 Note: Basic service features MUST be included in the base cost of the responses to the State's Cost Scenarios and Tables, per Section 4 of this RFP. Any inclusion of the mandatory features, at an additional cost, may be grounds for proposal rejection.
- 3.10.2 Vendor(s) shall attach price lists for **all** available calling plans, optional devices and accessories requested in this RFP. (Belt clips, hands-free kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.)
- 3.10.3 Special consideration should be given to Blackberries, Treos and like devices, their accessories, server software and CALs, as well as camera phones and additional service charges associated with them.
- 3.10.4 The State will only make an award, based on the Calling Plan Scenario evaluation, that is legitimately verified by the Vendor(s) attached price lists.
- 3.10.5 Due to continuing evolution of the cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to insure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to insure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFP may participate in this upgrade of the State's cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.



3.11 NO DEBT AFFIDAVIT:

West Virginia State Code §5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which **should** be completed, signed and returned **with** the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for both vendors.



3.12 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Section Three (3) of this RFP

3.12.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.12.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.12.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.



Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.12.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.12.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation,



reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.12.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

3.12.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.12.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.12.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.12.10 Term of Contract & Renewals:

This contract will be effective (<u>date set upon award</u>) and shall extend for the period of one (1) year, or two (2) years, at the State's discretion, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to



one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.12.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.12.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.12.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address



changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written Statement to identifying any price impact on the contract or to State that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.12.14 Invoices:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.12.15 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

