



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

Purchase Order

PURCHASE ORDER NO.
 CPHONE07A

PAGE
 1

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

CHANGE ORDER
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*C20134352 304-353-8908
 NTELOS
 500 SUMMERS STREET

 CHARLESTON WV 25301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/07/2007		NET 30		541859455			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #03				
	THIS CHANGE ORDER IS TO REMOVE THE ATTACHED RATE PLANS FROM PAGE 18 OF THE CONTRACT. SEE ATTACHED LETTER.						
	ALSO THIS CHANGE ORDER IS TO ADD THE FOLLOWING:						
	1) CHANGE CONTACT PERSON TO: SUSAN HALL 304-419-1836 PH HALLS@NTELOS.COM						
	2) REMOVE BLACKBERRY 7250 AND REPLACE WITH BLACKBERRY 8703 FOR \$99.99.						
	3) ADD THE BLACKBERRY 8830 FOR \$199.99.						
	4) ADD THE LG 245 FOR \$0.00.						
	5) ADD THE SAMSUNG 870 FOR \$0.00.						
						PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 8 2007 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

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

JO ANN ADKINS 304-558-8802

BY *[Signature]* 11/7/07
 PURCHASING DIVISION AUTHORIZED SIGNATURE

[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	10/31/2006	EA	985-77		.00000		
6) TEMPORARY RESCINDING OF NOKIA OFFERINGS DUE TO AVAILABILITY OF PRODUCT ISSUES WITH MANUFACTURER. EFFECTIVE: 10/01/2007 ***** NO ADDITIONAL CHANGES ***** STATEWIDE CONTRACT FOR CELL SERVICE							

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



10/3/2007

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

Ms. Adkins:

This is a Change Order to request to the removal of following rate plans included in CELPHONE07 RFQ. On the top of page 18 we offered Unlimited Shared Rates:

Base Rate	Shared User Charge	Daytime Minutes	Nights and Weekends	Mobile to Mobile	Long Distance	Roaming Minutes (Pooled)
\$169.99	\$19.99ea	UNLIMITED	UNLIMITED	UNLIMITED	Included	3,500
\$229.99	\$14.99ea	UNLIMITED	UNLIMITED	UNLIMITED	Included	4,500
\$289.99	\$14.99ea	UNLIMITED	UNLIMITED	UNLIMITED	Included	7,000
\$389.99	\$14.99ea	UNLIMITED	UNLIMITED	UNLIMITED	Included	100 per user

These rates were added in addition to the pricing scenarios requested by the State. The impact to the State will be minimal since none of the agencies have requested this type of offer. Sorry for any inconvenience that this may cause the State.

Sincerely,

Carter Brown
 NTELOS Corporate Sales Manager
 (434)465-0406



10/1/2007

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

Ms. Adkins:

This is a Change Order to notify the state of West Virginia the following additions to what NTELOS included in CELPHONE07 RFQ:

- Change the point of contact from Keith Collins to Susan Hall – 304-419-1836
halls@ntelos.com
- Remove the BlackBerry 7250 and replace with the BlackBerry 8703 for \$99.99
- Add the BlackBerry 8830 for 199.99
- Add the LG 245 for \$0.00
- Add the Samsung 870 for a \$0.00

Due to internal Nokia model specification changes, we will not be offering their product at present. We apologize for any inconvenience and will inform the State as soon as we have viable Nokia phones, meeting the contract's specifications, to offer.

Thank you for making these changes

Sincerely

Carter Brown
NTELOS Corporate Sales Manager
(434)465-0406

WV PURCHASING
DIVISION

~~2007~~ SEP 32 AM 10:21

RECEIVED



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

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BY _____
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