



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:
LAWN06A

PAGE:
1

BLANKET RELEASE:
00

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:
5

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

ORDER NO
 *709042945 304-965-1666
 CREDE TRACTOR SALES
 4731 PENNSYLVANIA AVENUE
 CHARLESTON WV 25302

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/20/2008		NET 30		550529963			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #05				
	TO PROVIDE A CORRECTED PRICING PAGE FOR CREDE TRACTOR SALES - TO CORRECT CHANGE ORDER #04.						
	EFFECTIVE: 08/01/2007						
	***** NO ADDITIONAL CHANGES *****						
	PREVIOUS PO TOTAL==> OPEN END						
	PO NET CHANGE (+)==>						
	PURCHASING DIVISION CERTIFIED ENCUMBERED						
	FEB 26 2008						
	<i>Beverly Toler</i>						
	OPEN END						
	TOTAL						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *J 4/20/08*

Daunte Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *[Signature]*

PURCHASING DIVISION AUTHORIZED SIGNATURE

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

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director 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.

CONTRACT PRICING PAGE LAWN06A				
Crede Tractor Sales				
Item	Description	Brand	Model	Unit Cost
4	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS90R	238.00
5	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	287.00
5a	Bulk String, 5 lbs	Stihl	0000-930-2718	25.00
5b	Brush Knife, 3 prong	Stihl	4112-713-4100	21.50
5c	Shoulder Strap for Item 4 and 5		4130-007-1020	15.00
6	Heavy Duty 16" chain saw, 57 cc (minimum), 3.7 BHP,	Stihl	MS290 - 16"	\$ 271.68
7	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390 - 18"	\$ 396.32
8	Heavy Duty 20" chain saw, 70.7 cc (Minimum) 5.1 BHP	Stihl	MS440 - 20"	\$ 579.18
9	Heavy Duty 24" Chain Saw, 76.5 CC (Minimum) 5.9 BHP	Stihl	MS460 - 24"	\$ 625.96
10	Pole Pruner, 12 " chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	\$ 469.00
11	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65	\$ 143.00
12	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the ned o fthe tube,handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	\$ 287.00
13	Garden Tractor, 25 HP, side discharge, hydrostatic, with differnetial lock, 50" cut, 28" durn radius, key choice mowing, 24" Rear tires, Hydraoulc Power Steering	Simplicity	Prestige #2690763	\$ 5,129.00



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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		LAWN06A
0001		515-45	GASOLINE POWERED LAWN MAINTENANCE E		
			SIGNATURE _____		DATE _____

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE