



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.
LAWN09B

PAGE
1

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

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*612152354 740-446-2412
 CARMICHAEL EQUIPMENT INC
 668 PINECREST DRIVE
 BIDWELL OH 45614

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
09/25/2008	NET 30	B11559816	
SHIP VIA	FOB	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		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>TO PROVIDE LAWN EQUIPMENT TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS AWARD IS BASED ON ALL SPECIFICATIONS AND TERMS IN THE RFQ AND VENDOR'S BID DATED 07/09/2008.</p> <p>ONLY ITEM NUMBER(S) IN REGION(S) AS NOTED ON THE ATTACHED "LAWN09B CONTRACT PRICING PAGE" DATED SEPTEMBER 13, 2008 ARE COVERED. NO OTHER ITEM NUMBERS MAY BE PROVIDED THROUGH THIS CONTRACT.</p> <p>THIS AWARD IS PER THE FOLLOWING:</p> <ol style="list-style-type: none"> REQUEST FOR QUOTATION LAWN09, DATED 06/12/2008 AND ALL ATTACHED SPECIFICATIONS. VENDOR'S BID DATED 07/09/2008. BID CLARIFICATION LETTER DATE 09/13/2008. <p>CONTRACT COORDINATOR: PHONE: 304-736-2120 FAX: 304-302-2300</p>					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

SEP 30 2008

Beverly Toler

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *J. J. [Signature]*

OPEN END
 TOTAL

APPROVED FOR
[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKENS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	10/14/2008	EA	515-45		.00000		
GASOLINE POWERED LAWN MAINTENANCE EQUIPMENT							
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 1, 2008 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.							
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.							
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE							
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</p>							
							TOTAL

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<p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>							

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LAWN09B
Carmichael Equipment Inc.

REGION 1					REGION 2				
Item Number	Description	Brand	Model	Unit Cost	Item Number	Description	Brand	Model	Unit Cost
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	\$2,388.14	4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	\$2,388.14
Discount from list for PARTS ONLY: <u> 0 </u> %					Discount from list for PARTS ONLY: <u> 0 </u> %				

REGION 4					REGION				
Item Number	Description	Brand	Model	Unit Cost	Item Number	Description	Brand	Model	Unit Cost
4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	John Deere	7G18	\$2,388.14					
Discount from list for PARTS ONLY: <u> 0 </u> %					Discount from list for PARTS ONLY: <u> </u> %				

LAWN09 SERVICE / REPAIR FACILITIES

Northern West Virginia
Company Name
Address

CAR MICHAEL EQUIPMENT
6997 MERRITT CREEK
HUNTINGTON WV 25902
304-736-2120
304-302-2200
SALES@CARMEQ.COM

Western West Virginia
Company Name
Address

CAR MICHAEL EQUIPMENT, INC.
9127 US 23
WEAVER RD, KY 41144
606-833-1408
606-834-8098
SALES@CARMEQ.COM

Telephone
Fax
E-mail

Telephone
Fax
E-mail

Eastern West Virginia
Company Name
Address

MICHAEL EQUIPMENT
2345 MERRITT CREEK
FAIRMONT WV 26554
304-866-4690
304-366-4698

Southern West Virginia
Company Name
Address

CONLEY SERVICE CENTER
45 MERRITT CREEK
MERRITT RD
304-327-6531
304-327-0619

Telephone
Fax
E-mail

Telephone
Fax
E-mail

Central West Virginia
Company Name
Address

FLOR BLUEST EQUIPMENT
455 W. MYLES AVE.
PO BOX 8080, WV 26415
304-659-2519
304-659-3371

Telephone
Fax
E-mail



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RECEIPT TICKET FOR PURCHASE ORDER:							LAWN09B	
LINE	CATNO	ITEM NUMBER	DESCRIPTION				QTY	DATE
0001	515-45	GASOLINE POWERED LAWN MAINTENANCE E						
SIGNATURE _____						DATE _____		

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