



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  
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  
1

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	
02/24/2009		NET 30		B11559816			
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 #01				
			TO CANCEL CONTRACT PER THE ATTACHED.				
			EFFECTIVE DATE: 02/11/2009				
			***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>	OPEN	END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 FEB 26 2009  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JA 2/23/09*

OPEN END  
TOTAL

*James E. Whyfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 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.

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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."

REGION 1					REGION 2				
Item Number	Description	Brand	Model	Unit Cost	Item Number	Description	Brand	Model	Unit Cost
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
Discount from list for PARTS ONLY: <u>  0  </u> %					Discount from list for PARTS ONLY: <u>      </u> %				



**JOHN DEERE**

5400 Frantz Road, Suite 300, Dublin, OH 43016

**Terry J. Otting**  
Territory Manager  
614-205-8289 – cell phone  
614-749-4041 – fax

To: Jo Ann Adkins  
State of West Virginia  
Department of Administration  
Purchasing Division

Ms. Adkins, I am the John Deere Territory Manager who has responsibility for Carmichael Equipment. John Carmichael has contacted me about an error his company recently made in bidding on walk behind commercial mowers on your LAWN09 bid. Carmichael Equipment made an error when they bid the machines at \$2388 as this cost is below the dealer cost of the machine.

Please accept this letter that that the quote of \$2388 is incorrect.

If you have any questions about this note please contact me at 614 205 8289.

Thank you,

Terry Otting,

Territory Manager, John Deere Company

*Handwritten:* RPD OK  
2/1/09

**RECEIVED**  
2009 FEB 11 PM 2:38  
WV PURCHASING  
DIVISION



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
DELIVERY DATE	CAT. NO.	ITEM NUMBER					
RECEIPT TICKET FOR PURCHASE ORDER:				LAWN09B			
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE		
0001	515-45		GASOLINE POWERED LAWN MAINTENANCE E				
SIGNATURE _____				DATE _____			
							TOTAL

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE