



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.  
**MV05A**

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

VENDOR

\*709044630      304-623-6501  
 CHENOWETH FORD INC  
 PO BOX 1640  
  
 CLARKSBURG WV      26301

SHIP TO

**AGENCY COPY**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/20/2005		NET 30		550569173			
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				
	ADD CLASS 6 - EXPLORER TO THIS PURCHASE ORDER.						
	SEE THE ATTACHED SPECIFICATION SHEET FOR THIS VEHICLE.						
	*****NO ADDITIONAL CHANGES*****						
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  MAR 23 2005  <i>Beverly Toler</i>	
						PREVIOUS PO TOTAL ==>	.00
						PO INCREASE =====>	.00
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> 03.21.05						OPEN END	
						TOTAL	

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO  
 BY *[Signature]* 3/21/05  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

304-558-0468

**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 is automatically null and void, and is 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

MV05

CLASS 6 AUTOMOBILE,  
5000 GVWR

UTILITY, 4 WHEEL DRIVE, 4 DOOR  
(ESTIMATED QUANTITY 100)

DELIVERY: 8-12 Weeks  
BRAND: 05 Ford  
MODEL NAME: Explorer

MODEL NO.: XLS

REQUIREMENTS:	
ENGINE:	6 CYL. 4.0 LITER
TRANSMISSION:	AUTOMATIC
STEERING:	POWER
BRAKES:	POWER/ABS
RADIO:	AM/FM
GLASS:	ALL TINTED
MIRRORS:	LEFT & RIGHT OUTSIDE
LICENSE PLATE MOUNTS:	FRONT & REAR
FUEL TANK:	STANDARD
REAR SEAT:	BENCH
TIRES:	ALL SEASON
SPARE TIRE:	FULL SIZE W/JACK
REAR WINDOW/DEFOGGER:	INSTALLED
FLOOR MATS:	INSTALLED
AIR CONDITIONING:	INSTALLED
FRONT SEAT:	BUCKET
PRICE EACH:	<u>\$20,866.00</u>

OPTIONS:

OFF ROAD PACKAGE INCLUDING LIMITED SLIP REAR END\*

1. AXLE - TRAC-LOK DIFFERENTIAL
2. ENGINE COOLING - HEAVY DUTY
3. SKID PLATE GROUP
4. SUSPENSION - HEAVY DUTY W/GAS SHOCKS
5. ALL TERRAIN TIRES
6. TOW HOOKS ;

PRICE:

	<u>\$375.00</u>
	<u>N/A</u>
	<u>NC</u>
	<u>Inc in off Road</u>
	<u>NC</u>
	<u>NC</u>
	<u>NC</u>
	<u>N/A</u>
	<u>Std</u>
	<u>200.00</u>
	<u>Std</u>
	<u>140.00</u>
	<u>N/A</u>
	<u>N/A</u>
	<u>Std colors NC</u>
	<u>605.00</u>
	<u>Std</u>
	<u>Std</u>
	<u>560.00</u>
	<u>1.00</u>
	<u>25.00</u>

AM/FM W/CASSETTE:  
 SPARE TIRE CARRIER - EXTERNAL  
 SHOP/SERVICE MANUAL:  
 TILT WHEEL AND CRUISE CONTROL:  
 TOW PACKAGE:  
 DELETE FLOOR MATS: DEDUCT  
 MANUAL TRANSMISSION W/OVERDRIVE: DEDUCT  
 EXTERIOR COLORS:  
 LIGHT BAR:  
 LOW RANGE 4 WHEEL DRIVE OPTION  
 CD PLAYER  
 SIDE AIR BAG  
 FOB OTHER THAN METRO CHARLESTON: PER MILE  
 FOB DEALERSHIP: DEDUCT

\*Total Package 1 through 6



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DESTINATION			

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
RECEIPT TICKET FOR PURCHASE ORDER:					MV05A
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	070-06	01-000	2005 MODEL VEHICLES		
SIGNATURE _____				DATE _____	

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

TOTAL

BETTY FRANCISCO      304-558-0468

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

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