



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-
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 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709044630 304-623-6501
 CHENOWETH FORD INC
 PO BOX 1640

 CLARKSBURG WV 26301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/25/2004		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				
BLANKET OPEN-END CONTRACT							
THIS BLANKET OPEN-END CONTRACT IS TO PROVIDE 2005 MODEL MOTOR VEHICLE CLASSES AS DETAILED BELOW TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.							
THIS AWARD IS PER ALL THE TERMS AND CONDITIONS AND SPECIFICATIONS OF THE REQUEST FOR QUOTATION DATED 8/30/2004 AND VENDOR'S BID DATED 9/27/2004.							
CLASSES COVERED BY THIS AWARD:							
CLASS 9 - RANGER TRUCK							
CLASS 31 (GAS) - FOCUS							
0001	EA		070-06-01-000		0.00000		
	11/30/2004		2005 MODEL VEHICLES				
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED NOV 04 2004 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

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

APPROVED FOR
George Washfield
 APPROVED AS TO FORM BY

BETTY FRANCISCO 304-558-0468
 BY *Betty Francisco*
 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 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.



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INVOICE TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*709044630 304-623-6501
 CHENOWETH FORD INC
 PO BOX 1640

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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				
MANDATORY REQUIREMENTS							
1. ALL DOCUMENTATION MUST READ "DEPARTMENT OF ADMINISTRATION" ONLY. THE TITLE APPLICATION, CERTIFICATE OF ORIGIN, DELIVERY TICKET AND ODOMETER STATEMENT MUST ACCOMPANY THE INVOICE, WHICH SHOULD BE HAND CARRIED OR DELIVERED BY CERTIFIED MAIL TO THE FLEET MANAGEMENT UNIT AT THE ABOVE INVOICE ADDRESS (NOT SURPLUS PROPERTY).							
2. VEHICLE IDENTIFICATION NUMBERS (VIN) MUST BE SUPPLIED TO FLEET MANAGEMENT BY FAX 304-558-6026, REFERENCING THE REQUISITION NUMBER TO THE ATTENTION OF JANICE BOGGS AND/OR VANESSA COX ---10--- DAYS PRIOR TO DELIVERY.							
DELIVERY REQUIREMENTS							
3. SURPLUS PROPERTY MUST BE NOTIFIED ---5--- WORKING DAYS IN ADVANCE FOR DELIVERY. PLEASE CALL DAVE WHITE 304-766-2626. NO MORE THAN 20 VEHICLES PER DAY AND NO DELIVERIES AFTER 3:30 PM WILL BE ACCEPTED.							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO

304-558-0468

APPROVED AS TO FORM BY _____

BY _____ PURCHASING DIVISION AUTHORIZED SIGNATURE



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ATTACHMENTS TO THIS CONTRACT: 1. MV05 GENERAL SPECIFICATIONS/INFORMATION FOUR PAGES, DATED AUGUST 16, 2004. 2. SPECIFICATION SHEET FOR EACH CLASS AWARDED SHOWING BASE PRICE AND OPTION PRICES. 3. LIST OF ALL VEHICLE CLASSES AWARDED TO THIS VENDOR. EXHIBIT 2 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 1, 2004 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 THIRTY (30) DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS							
						TOTAL	

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<p>CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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 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 WITH 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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES 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 CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</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>							
						TOTAL	

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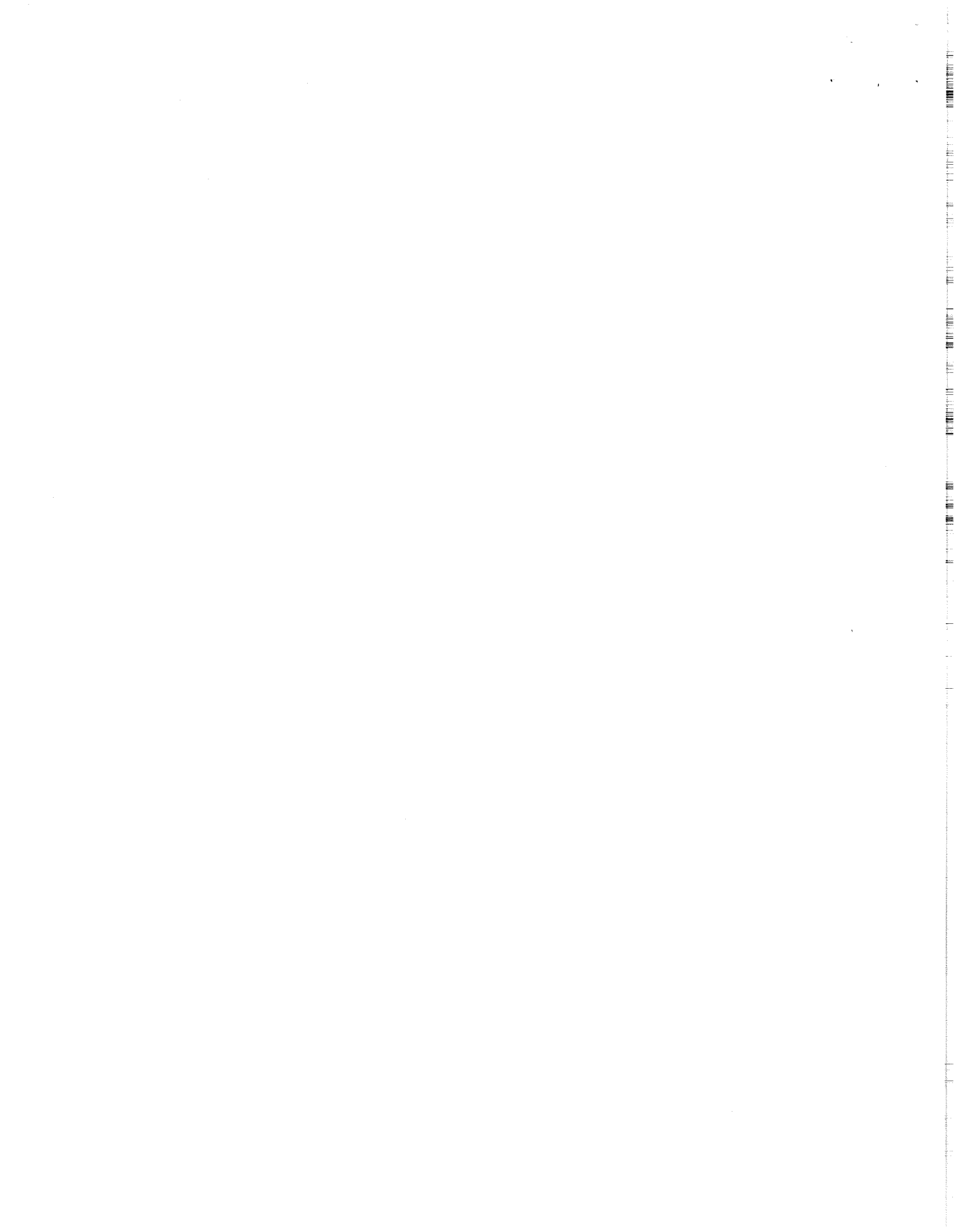
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	EXHIBIT 4						
<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO

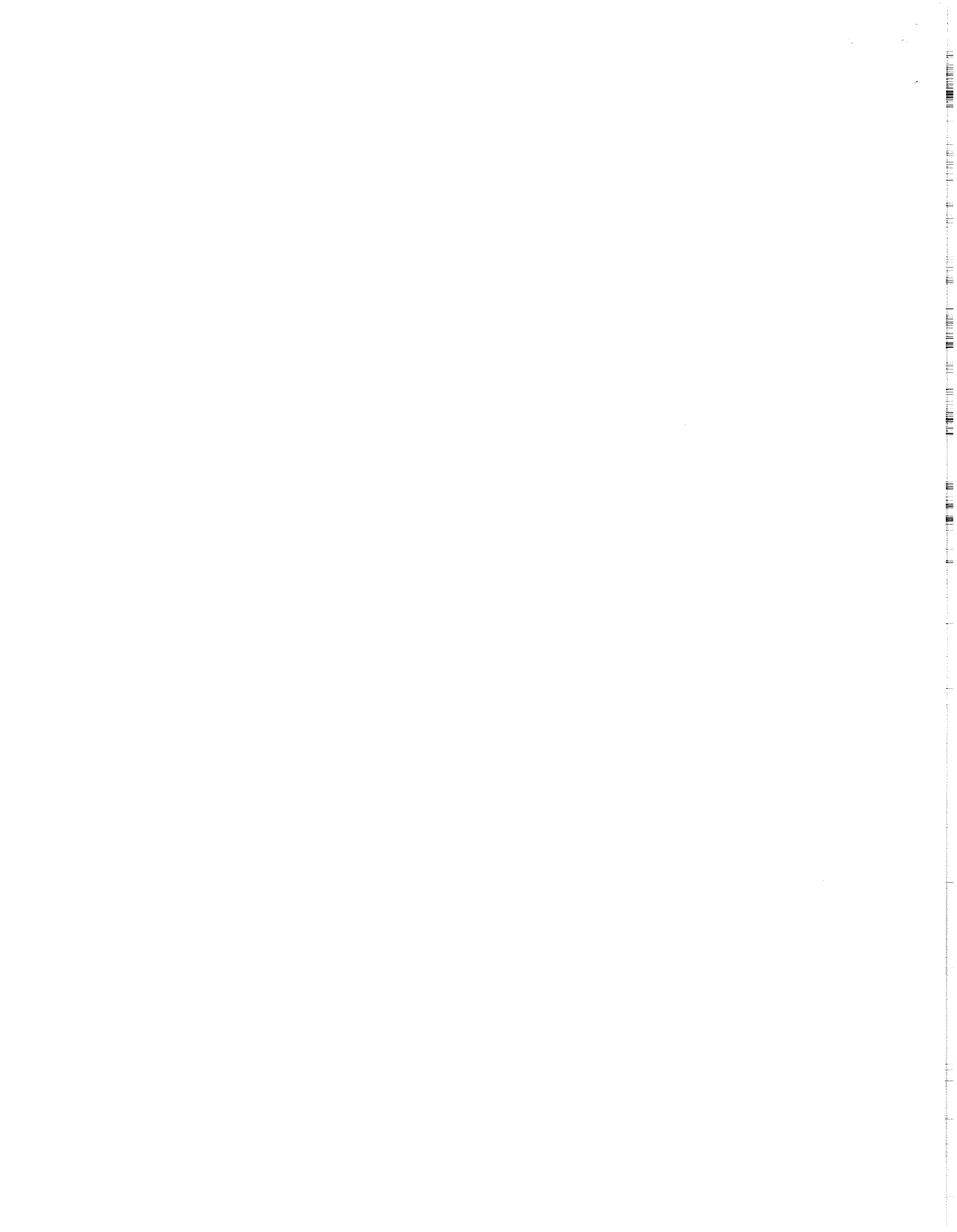
304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL



MV05A SYNOPSIS BY COMPANY	CHENOWETH FORD	
CLASS	MODEL NAME	PRICE
9 - TRUCK	RANGER	10,714.25
31 - AUTO (GAS)	FOCUS	11,441.15



MV05

CLASS 9: TRUCK, SMALL PICKUP, 2 WHEEL DRIVE
3500 GVWR, SHORT BED (ESTIMATED QUANTITY 15)

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

MODEL NO.: XL

REQUIREMENTS:

ENGINE:	4 CYL. 2.2 LITER
TRANSMISSION:	AUTOMATIC
STEERING:	POWER
BRAKES:	POWER
RADIO:	AM/FM
GLASS:	ALL TINTED
MIRRORS:	LEFT & RIGHT OUTSIDE
LICENSE PLATE MOUNTS:	FRONT & REAR
CARGO BOX:	FLEETSIDE
BUMPER:	REAR STEP FACTORY INSTALLED
TIRES:	ALL SEASON
SPARE TIRE:	FULL SIZE WITH JACK
AIR CONDITIONING:	INSTALLED

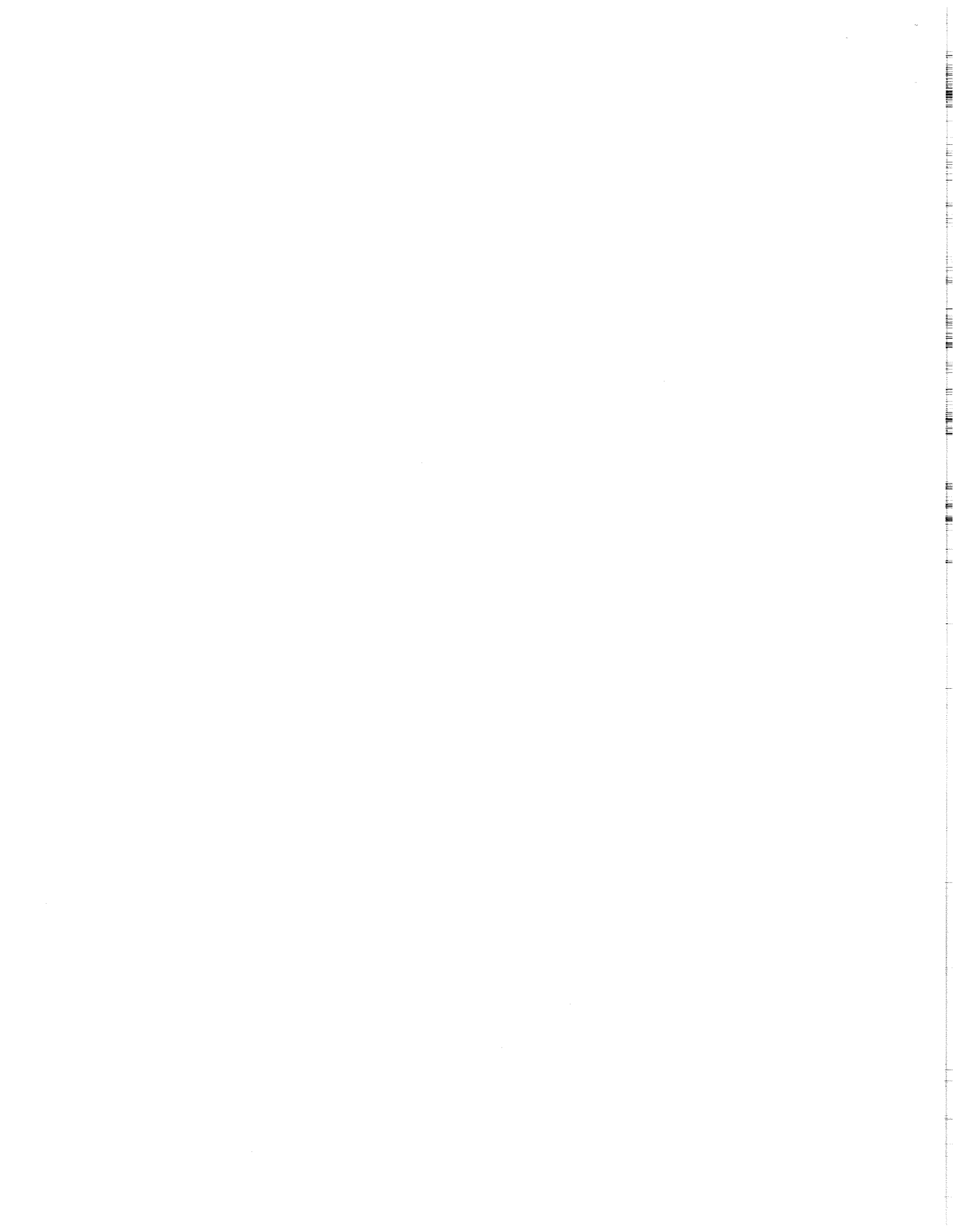
PRICE EACH: \$10,714.25

OPTIONS:

PRICE:

TILT WHEEL AND CRUISE CONTROL:	\$358.00
LIMITED-SLIP REAR END:	N/A
REAR TOW HOOKS:	N/A
TRANSMISSION MANUAL: DEDUCT	850.00
CARPET INTERIOR:	N/A
LONG BED:	N/A
SHOP SERVICE MANUAL:	200.00
AM/FM W/CASSETTE:	N/A
SLIDE REAR WINDOW:	200.00
BED LINER:	200.00
EXTERIOR COLORS:	Std factory colors
CD PLAYER:	254.00
SIDE AIR BAG:	N/A
FOB OTHER THAN METRO CHARLESTON: PER MILE	\$1.00
FOB DEALERSHIP: DEDUCT	25.00

08/27/2004



MV05

**CLASS 31: AUTOMOBILE,
107" WHEELBASE**

**PASSENGER CAR
(ESTIMATED QUANTITY 75)**

DELIVERY: 8-12 Weeks
BRAND: 05 Ford
MODEL NAME: Focus **MODEL NO.:** S

REQUIREMENTS:

ENGINE:	2.0L, 4 CYL.
TRANSMISSION:	AUTOMATIC
STEERING:	POWER
BRAKES:	ABS
AIR CONDITIONING:	INSTALLED
RADIO:	AM/FM
GLASS:	ALL TINTED
LICENSE PLATE MOUNTS:	FRONT REAR
FUEL TANKS:	GASOLINE - 14.5 GAL NGV - 4.2 EQUIV. GAL
FLOOR MATS:	INSTALLED

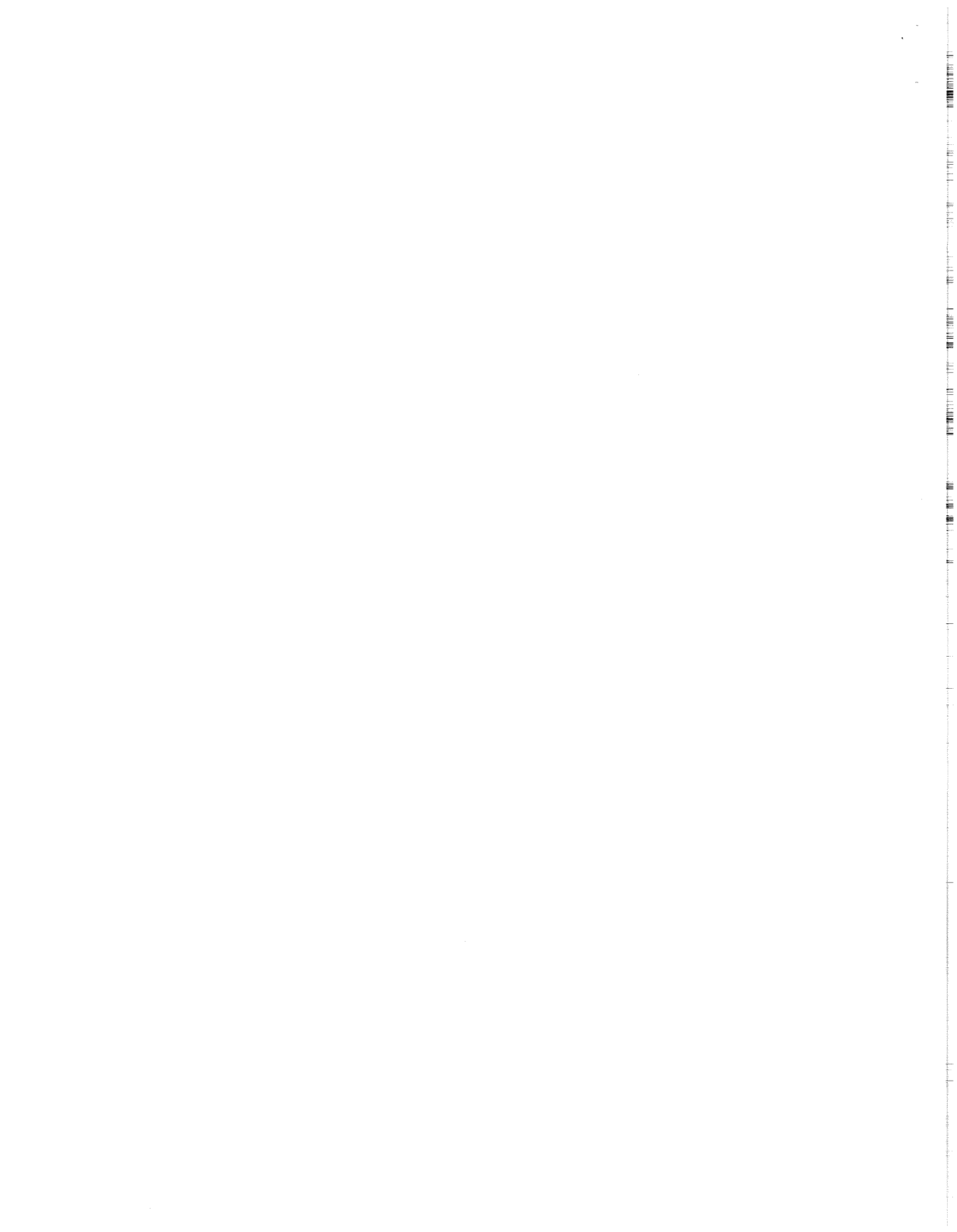
PRICE EACH DEDICATED FUEL	<u>N/A</u>
PRICE EACH GASOLINE:	<u>\$11,441.15</u>

OPTIONS: PRICE:

SHOP/SERVICE MANUAL:	<u>\$200.00</u>
TILT WHEEL AND CRUISE CONTROL	<u>N/A</u>
AM/FM W/CASSETTE:	<u>N/A</u>
EXTERIOR COLORS:	<u>Std factory colors</u>
CD PLAYER:	<u>Std</u>
SIDE AIR BAG:	<u>350.00</u>
FOB OTHER THAN METRO CHARLESTON: PER MILE	<u>1.00</u>
FOB DEALERSHIP: DEDUCT	<u>25.00</u>

*WHEEL BASE= 102.9"

08/27/04



MV05 General Specifications/Information

All State Agencies and MUST provide a contact persons name and telephone number on each requisition (WV-35) sent to the Purchasing Division for a release against this contract. Agencies entering requisitions into the TEAM computer system shall show the entire cost of the vehicle (including options) in the line item entered on the "MLR" screen. The details on the purchase shall be entered on the RCM screen showing the base price of the vehicle and a list of all options selected (along with the cost for each). TEAM does not allow a line item to show with a minus (deduct), so this information should simply be shown on the RCM screen. Political subdivisions who participate in the Cooperative Purchasing Program shall handle their own releases against this contract.

All questions regarding this contract should be directed to:

Betty Francisco, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Phone: 304-558-0468 Fax: 304-558-4115
Email : bfrancisco@wvadmin.gov

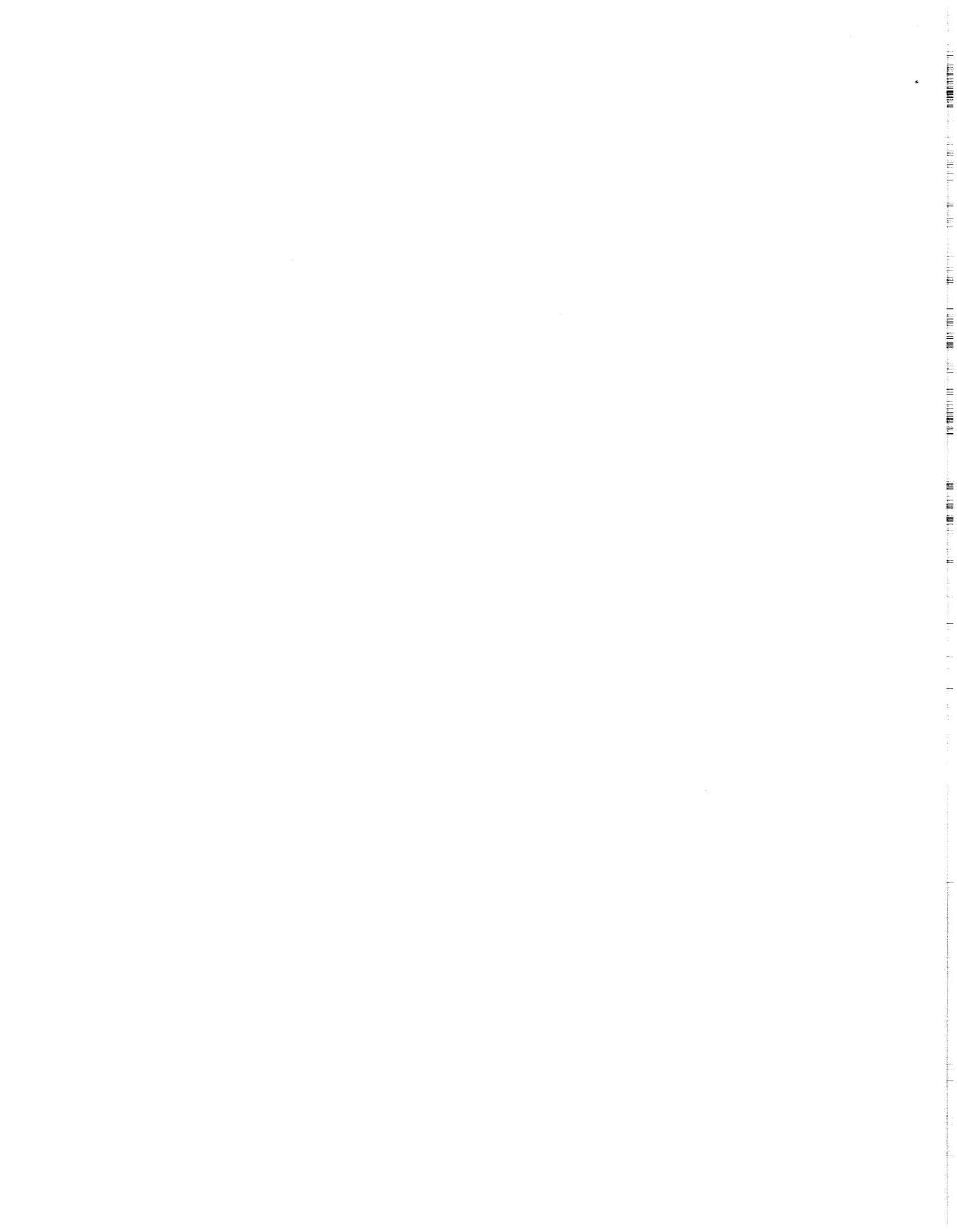
Descriptions such as Mid-Size or Full-Size are as referenced in the United States Department of Energy EPA Fuel Economy Guide (www.fueleconomy.gov) for Model Year 2004 vehicles. Vehicles must be bid in the class listed in the guide.

An award will be made for each Class to the lowest, responsible bidder meeting specifications using the base price of the vehicle bid, including delivery cost, pursuant to West Virginia Code §5A-3-11.

Financial Information

Vehicles may be purchased from this contract by any West Virginia State agency. The agency will either remit payment directly or use a third-party financing company on contract with the State of West Virginia. The Department of Administration, Purchasing Division Fleet Management Office (FMO) usually arranges for third-party financing. This arrangement requires the vendor to submit invoices to the Department of Administration, who, in turn forwards those to the third-party financing company for prompt payment.

The time required for third party financing does not differ from the time required for payment directly from the state as both are normally made within 30 days of receipt of vehicle meeting specifications and appropriate invoice. The time period is provided as an estimate only and is not guaranteed. Actual times needed to process payment may



MV05 General Specifications/Information

vary.

Options other than those stated in this contract may occasionally be requested. Those options may be considered by the State only if the dealer prices these items at dealer cost and furnishes proof of dealer cost prior to the purchase order being submitted by the agency. Dealer must provide verification from the manufacturer.

All vehicles should be quoted FOB Dunbar, WV. Vendor may add an additional per mileage charge for delivery to other locations, but should be aware that additional charges may impact the award.

Prices must remain firm for the life of this contract. **Note:** This contract is in effect for a term of one year or until such time as the vendor notifies the Purchasing Division that the model year build out date has been reached.

Delivery Information

Deliveries **must** be made Monday through Friday 9 a.m. to 4 p.m.

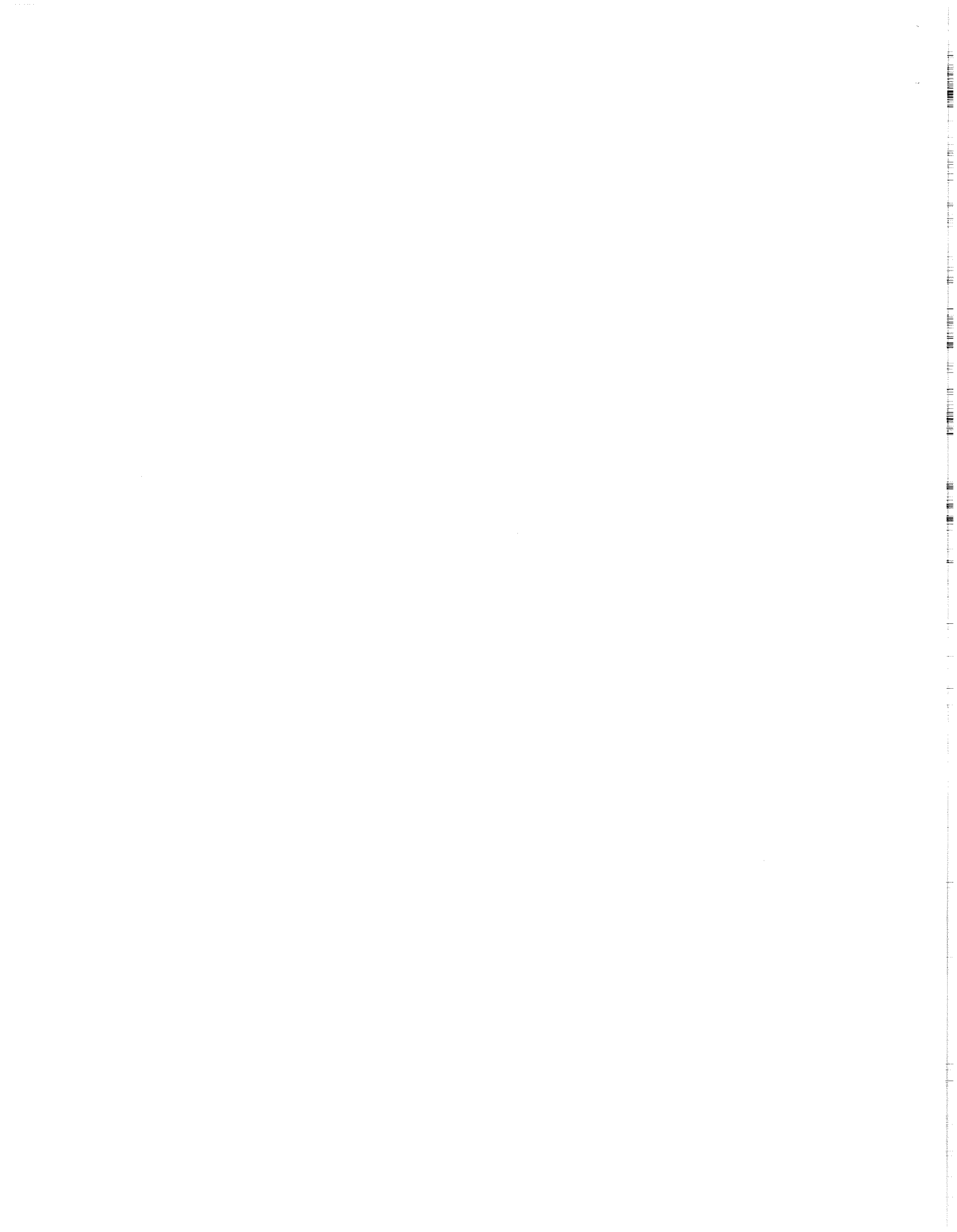
Dealers **must** notify Gene Young, Surplus Property, Dunbar, WV 26564 at (304) 766-2626, two business days prior to delivery for vehicles to be delivered to Surplus Property.

Vehicles delivered to Surplus Property will receive a courtesy inspection upon delivery. Complete inspection is the responsibility of the ordering agency and will occur with two business days of delivery. Ordering agencies, however, reserve the right to inspect vehicles at the dealer location prior to shipment. Inspection at the dealer location does not relieve the dealer from shipment responsibility.

The following requirements are for vehicles purchased by the Fleet Management Office only:

MANDATORY REQUIREMENTS

1. All documentation must read "Department of Administration" only. The title application, certificate of origin, delivery ticket and odometer statement must accompany the invoice, which should be hand carried or delivered by certified mail to the Department of Administration, Fleet Management Office, Purchasing Division, 2019 Washington Street, East, Building 15, P. O. Box 50130, Charleston, WV 25305 on the same day the vehicle is delivered to Surplus Property.
2. Vehicle Identification Number (VIN) must be supplied to the Fleet Management Office by fax at (304) 558-6026, referencing the Purchase Order Number to the attention of Barry Gunnoe ---10--- days prior to delivery of any vehicles.



MV05 General Specifications/Information

DELIVERY REQUIREMENTS

3. Surplus Property must be notified ---5--- working days in advance for delivery. Please call Gene Young at (304) 766-2626 to make arrangements. No more than ---20--- vehicles per day and no deliveries after 3:30 PM will be accepted.

The following State Agencies require 24 Hour notice prior to delivery.

**Division of Highways
Division of Natural Resources
Division of Forestry**

**West Virginia State Police
Higher Education (Colleges)
Elected Officials**

Equipment Specifications and Requirements

All vehicles shall be gasoline powered unless otherwise stated. Diesel or compressed natural gas may be specified on various models.

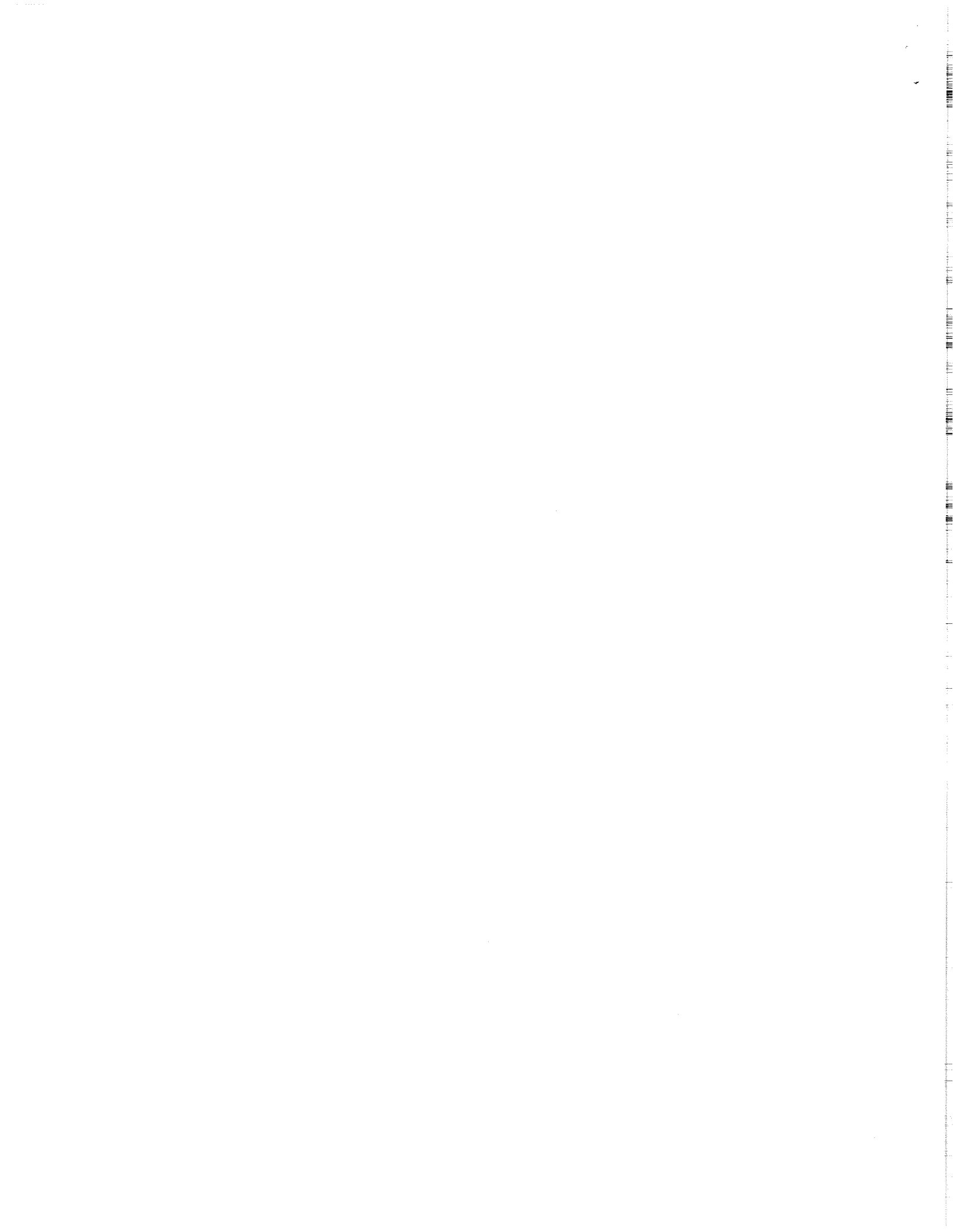
Vehicles must have all equipment found on the manufacturer's base model plus all other items, packages, etc., needed to meet requirements.

All equipment/options must be manufacturer installed except tow hooks. Any other non-manufacturer installed options must be approved by the Purchasing Division.

All vehicles shall have the full manufacturer's warranty.

All vehicles must include prior to delivery the following:

1. Complete lubrication;
2. Fill crank case with oil;
3. Adjustment of engine to proper operating condition;
4. Inflate tires to proper pressure;
5. Verification of perfect operation of all mechanical and performance features;
6. Front end alignment and balancing of all tires;
7. Wash and clean inside and out including removal of all unnecessary tags, stickers, papers, etc. The manufacturer's price sticker on the vehicle window shall not be altered or removed;
8. Owners manual;
9. Full tank of fuel. Bi-Fuel vehicles must include both tanks full upon delivery. This may require dealer to top off tanks immediately prior to delivery to Surplus Property or other approved location;
10. Temporary West Virginia License if required;
11. Valid West Virginia Inspection Sticker affixed to windshield. The vehicle must be inspected in the month delivered, thus providing a minimum of 11



MV05 General Specifications/Information

months and maximum of 12 months before the next inspection must occur;

- 12. No dealer insignia or other advertising shall be affixed to the vehicle or appear on mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising may be rejected.

Vendor should complete the following:

Vendor Contact: _____
Address: _____
Telephone Number: _____
Toll Free Number: _____
Fax Number: _____



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
7

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/25/2004		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				
RECEIPT TICKET FOR PURCHASE ORDER: MV05A							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	070-06	01-000	2005 MODEL VEHICLES		_____	_____	
SIGNATURE _____				DATE _____			
						TOTAL	

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

BETTY FRANCISCO

304-558-0468

APPROVED AS TO FORM BY _____

BY _____
 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 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.