



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.**

MV05B

**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**

4

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

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

PODZV

\*709044554 304-624-7611  
 COUNTRY CLUB CHRYSLER PLY DODG  
 PO BOX 2321  
 ROUTE 19 SOUTH  
 CLARKSBURG WV 26301

SHIP TO

## AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/18/2005		NET 30		550567749			
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 #04				
	<p>THIS CHANGE ORDER IS TO CORRECT CHANGE ORDER #03.            THE CORRECT CLASS THAT IS EXTENDED TO 2006 MODELS IS CLASS 14. SEE ATTACHED LETTER FROM VENDOR.            THIS IS IN EFFECT THROUGHOUT THE LIFE OF THE CONTRACT AND EXPIRES ON NOVEMBER 1, 2005, OR WHEN THE 2006 VEHICLE CONTRACT IS AWARDED AND IN PLACE.            SUCH VEHICLES WILL HAVE A THREE-YEAR/36,000 MILE WARRANTY.</p>						<p>WV STATE PURCHASING DIVISION            ADMINISTRATION UNIT            CERTIFIED ENCUMBERED</p> <p>MAY 24 2005</p> <p><i>Beverly Toler</i></p>
	*****NO ADDITIONAL CHANGES*****						
	PREVIOUS PO TOTAL==>				OPEN	END	
	PO NET CHANGE (+)==>						

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *517 5-19-05*

OPEN END

**TOTAL**

BETTY FRANCISCO 304-558-0468

BY *Betty Francisco*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

*James Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

MAY 5, 2005

WEST VIRGINIA DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
PO BOX 50130  
CHARLESTON, WV 25305-0130

ATTENTION: BETTY FRANCISCO

SUBJECT: CLASS 14 MODEL DH2L42 OR DH7L42 {4X4}

AS PER OUR PHONE CONVERSATIONS I HAVE BEEN AUTHORIZED TO ACCEPT ORDERS FOR CLASS 14 TRUCKS FOR THE STATE OF WEST VIRGINIA. THEY WILL BE BUILT AS 2006 MODELS AND THE PRICE WILL BE THE SAME AS THE 2005 CONTRACT. THIS HAS BEEN APPROVED BY DAIMLERCHRYSLER FLEET OPERATION. THESE WILL BE ORDERED AS SOON AS THE 2006 SYSTEM OPENS (Some time in June) AND THEY SHOULD BE BUILT FOR DELIVERY SOMETIME IN OCTOBER 2005. THIS IS THE BEST ESTIMATE WE CAN GIVE AT THIS TIME.

NOTE: ALL 2006 MODEL VEHICLES WILL HAVE A 3 YEAR / 36,000 MILE WARRANTY. THIS IS A CORPORATE CHANGE FOR DAIMLERCHRYSLER VEHICLES.

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO OUR STATE.

SINCERELY



DONALD R. McNEMAR  
BUSINESS LINK MANAGER



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 Department of Administration  
 Purchasing Division  
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	DELIVERY DATE	CAT. NO.		ITEM NUMBER	UNIT PRICE		
				RECEIPT TICKET	FOR PURCHASE ORDER:	MV05B	
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**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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