



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.**  
 MV05D

**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**  
 1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

## AGENCY COPY

INVOICE TO

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

VENDOR

\*709042838      304-845-5070  
 GLEN DALE MOTOR CO  
 1500-1502 WHEELING AVENUE  
  
 GLEN DALE WV 26038

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/30/2005		NET 30		550758526			
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				
	THIS CHANGE ORDER IS TO ALLOW THE VENDOR TO SUPPLY A 2006 CHEVY EXPRESS CARGO VAN THROUGH THIS CONTRACT						
	SEE THE ATTACHED LETTER FROM VENDOR DATED 8/18/2005.						
	*****NO ADDITIONAL CHANGES*****						
	<div style="text-align: right;">           WV STATE PURCHASING DIVISION            ADMINISTRATION UNIT            CERTIFIED ENCUMBERED             SEP 1 2005   <i>Beverly Toler</i> </div>						
	PREVIOUS PO TOTAL==>		OPEN		END		
	PO NET CHANGE (+)==>						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *13848-30-05*

OPEN END

**TOTAL**

BETTY FRANCISCO      304-558-0468

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]*  
 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 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.

# GLEN DALE MOTOR COMPANY

RECEIVED

CHEVROLET CARS AND TRUCKS  
1500-1502 WHEELING AVE  
GLEN DALE, WV 26038

2005 AUG 29 PM 2:13

Telephone 304-845-5070 or 304-845-6750  
Fax 304-845-0655

8-18-2005

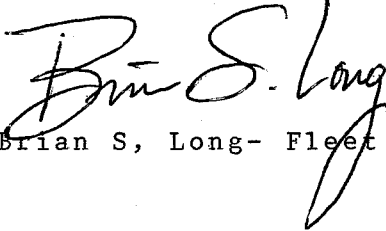
PURCHASING DIVISION  
STATE OF WV

Purchasing Division  
Fleet Management Unit  
P.O. Box 50130  
2019 Washington St. East  
Charleston, W. Va. 25305

Attn: Janice Boggs- Manager- Central Fleet

Per our telephone conversation on 8-18-2005, a 2006 Chevy Express Cargo Van can be supplied at exact 2005 pricing of \$14,407.00 for your purchase order # FLT050306. This is pricing from # MV05 State Contract. This is due to early build-out of 2005 Chevy Express Models, and your order was unable to be built in the 2005 Model Year. Please feel free to contact me with any questions or concerns.

Glen Dale Motor Co, - Chevy



Brian S, Long- Fleet Sales