



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.**  
 MV05G

**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**

**I N V O I C E T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

**V E N D O R**  
 \*709034823      304-369-2411  
 STEPHENS AUTO CENTER  
 PO BOX 278  
  
 DANVILLE WV    25053-0278

**S H I P T O**

**AGENCY COPY**

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/26/2005		NET 30		550128010			
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 CONTRACT IS CHANGED TO ALLOW THE PURCHASE OF 2006 MODELS OF CLASS 2, DODGE STRATUS AND CLASS 34, JEEP LIBERTY. THESE MODELS SHALL BE OFFERED AT THE CONTRACT PRICE OF THE 2005 MODELS, AND MEET ALL THE MINIMUM SPECIFICATIONS.</p> <p>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.</p> <p>*****NO ADDITIONAL CHANGES*****</p>							
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JUL 29 2005

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *BS 77-2605*

OPEN END

**TOTAL**

*Dawn Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO      304-558-0468

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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

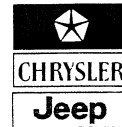
1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including 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.



# STEPHENS AUTO CENTER

P.O. Box 278 Rt. 119 Lory Road Exit  
DANVILLE, WEST VIRGINIA 25053

(304) 369-2411 • www.stephensauto.com • 1-800-925-2411



July 22, 2005

Betty Francisco  
West Virginia Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

Betty:

I have received numerous calls from various state agencies, counties, municipalities, and political subdivisions for vehicles from the 2005 state contract MV05, however, as you are aware, we have past most of the deadlines to place orders.

DaimlerChrysler Motor Company has authorized me to continue to accept orders for Class 2 Dodge Stratus and Class 34 Jeep Liberty as 2006 models while honoring the 2005 contract price up until the bid award date of the 2006 contract or the expiration of the current one year contract.

These 2006 models would continue to meet all of the 2005 minimum specifications.

I am requesting that you process a change order to allow for the purchase of these 2006 models from the 2005 contract as many agencies appear to have urgent needs for these vehicles and waiting for the new contract to be bid and released could take two to three more months.

Please feel free to call me if you have any questions.

Sincerely,

Richard Stephens  
General Manager

PURCHASING DIVISION  
STATE OF WV

2005 JUL 26 AM 11:02

RECEIVED

**YOU WANT IT! WE'VE GOT IT!**

