



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.

MV05H

PAGE

1

BLANKET RELEASE

00

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

2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*709023315 740-695-0211
 WHITESIDE CHEVROLET OLDS BU PO
 50714 NATIONAL ROAD

 ST CLAIRSVILLE OH 43950

SHIP TO

AGENCY COPY

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

DATE PRINTED 02/07/2005	TERMS OF SALE NET 30	FEIN/SSN 341398756	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001		EA	CHANGE ORDER #02 EFFECTIVE 10/25/04, REMOVE ITEM BOTH 33A ITEMS FROM THIS CONTRACT. VENDOR MADE AN ERROR IN PRICE AND HAS REQUESTED THESE ITEMS BE REMOVED FROM THE CONTRACT DUE TO SEVERE FINANACIAL HARDSHIP. THESE ITEMS SHALL BE REAWARDED TO MV05G.		
	-----NO ADDITIONAL CHANGES-----				
	09/25/2004		070-06-01-000	.00000	
	2005 MODEL VEHICLES				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

FEB 10 2005

Beverly Toler

OPEN END

TOTAL

304-558-0468

BETTY FRANCISCO

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

Stamps Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJJ 2-7-05*

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

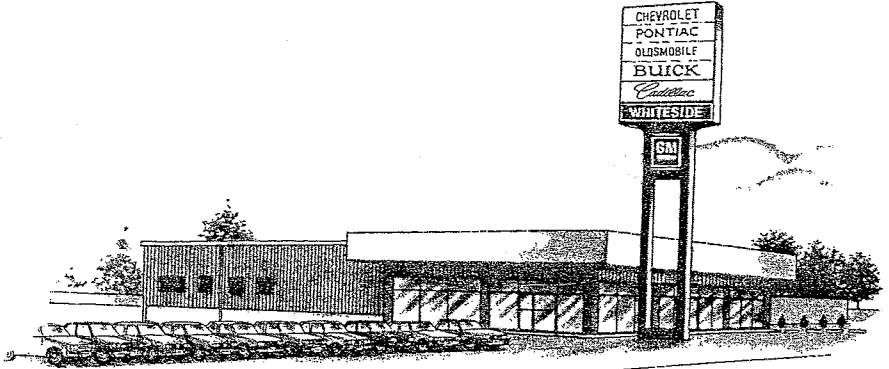
1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without 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 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.

WHITESIDE



50714 NATIONAL ROAD
ST. CLAIRSVILLE, OHIO 43950
TELEPHONE (740) 695-0211

JANUARY 31, 2005



STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST. EAST
PO BOX 50130
CHARLESTON, WV 25305-0130

ATTN: MS. BETTY FRANCISCO

RE: MV05H ITEM 33A

DEAR MS. FRANCISCO:

PURSUANT TO OUR RECENT TELEPHONE CONVERSATION, I SUBMIT THIS LETTER TO YOU AND THE STATE OF WEST VIRGINIA TO REQUEST DISALLOWING OUR FIRM FROM ITEM 33A OF THE SUBJECT CONTRACT.

WHITESIDE CHEVROLET WOULD SUFFER EXTREME FINANCIAL LOSS AND HARDSHIP IF REQUIRED TO PERFORM THIS PORTION OF THE MV05H CONTRACT. THE QUOTATION PROVIDED ORIGINALLY DID NOT INCLUDE THE 304SS BODY. OUR QUOTATION ONLY WAS INCLUDING THE BASE CAB/CHASSIS ON THE 141" AND 165" WHEELBASES. AGAIN, WE RESPECTFULLY REQUEST BEING DISALLOWED ON BOTH WHEELBASE VERSIONS.

WHITESIDE CHEVROLET VALUES OUR BUSINESS RELATIONSHIP WITH THE STATE OF WEST VIRGINIA AND APOLOGIZES FOR ANY INCONVENIENCE OUR ERROR MAY HAVE CAUSED. I LOOK FORWARD TO CONTINUE OUR WORKING RELATIONSHIP IN THE FUTURE.

RESPECTFULLY SUBMITTED,


BRIAN G. MCCULLEY
FLEET AND COMMERCIAL DIRECTOR

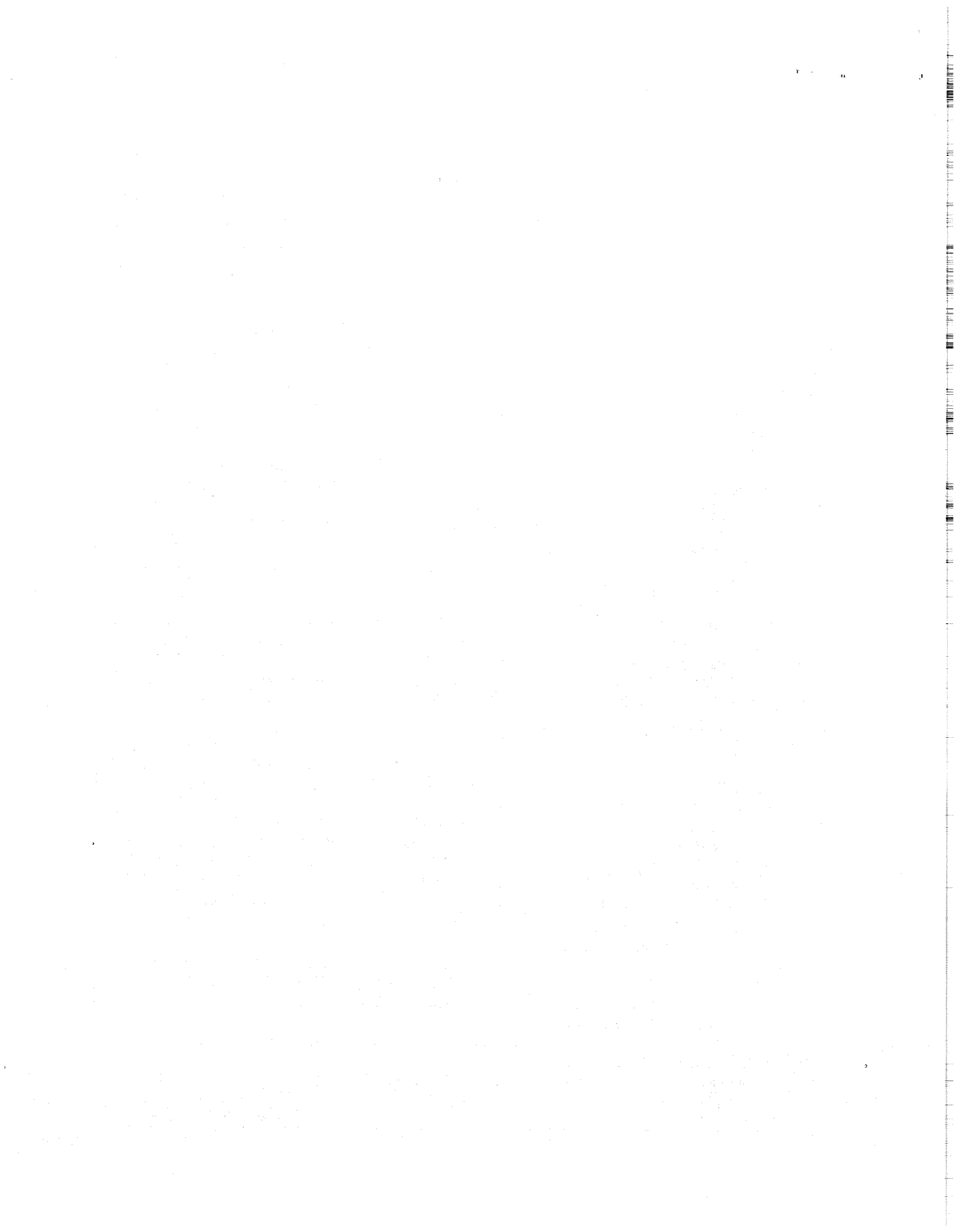
STATE OF WV
PURCHASING DIVISION

2005 JAN 31 AM 10:11

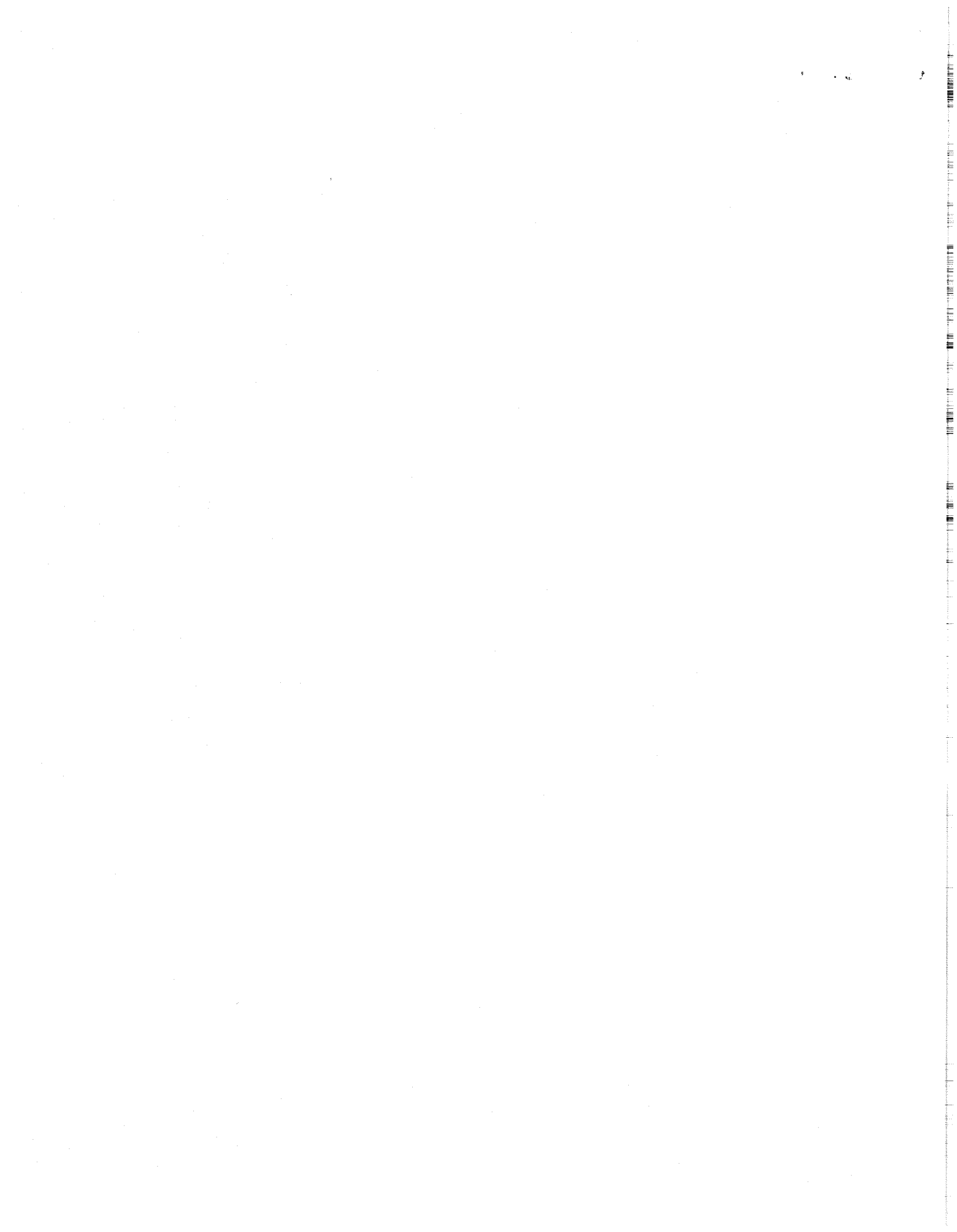
RECEIVED



ITEM	MODEL	VENDOR
CLASS		
1 - AUTO GAS	NEON SE	GLEN DALE MOTORS
2 - AUTO GAS	STRATUS	STEPHENS AUTO CTR
2 - AUTO BI-FUEL	STRATUS	STEPHENS AUTO CTR
3 - AUTO	TAURUS	JACK GARRETT FORD
4 - AUTO GAS	CROWN VICTORIA	STEPHENS AUTO CTR
5 - AUTO	BLAZER	WHITESIDE CHEVROLET
6 - AUTO	S-10 BLAZER	HURRICANE CHEVROLET
7 - AUTO	DURANGO	COUNTRY CLUB CHEVROLET
8 - AUTO	EXCURSION	STEPHENS AUTO CTR
9 - TRUCK	RANGER	CHENOWETH FORD
10 - TRUCK	RANGER SUPER CAB	STEPHENS AUTO CTR
10 - TRUCK	DAKOTA	STEPHENS AUTO CTR
11 - TRUCK	CANYON	GENERAL TRUCK SALES
12 - TRUCK	SIERRA 1500	GENERAL TRUCK SALES
13 - TRUCK (GAS)	SIERRA 1500	GENERAL TRUCK SALES
13 - TRUCK (GAS) W/DOH PKG	SIERRA 1500	GENERAL TRUCK SALES
14 - TRUCK (DED ALT)	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (BI-FUEL)	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (GAS)	RAM 2500 QUAD CAB	COUNTRY CLUB CHEVROLET
14 - TRUCK (DED ALT) WITH DOH PKG	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (BI-FUEL) WITH DOH PKG	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (GAS) WITH DOH PKG	RAM 2500 QUAD CAB	COUNTRY CLUB CHEVROLET
15 - TRUCK (GAS)	RAM 2500	STEPHENS AUTO CTR
15 - TRUCK (BI-FUEL)	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK (GAS) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK (BI-FUEL) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK W/DOH PKG - QUAD CAB		NO AWARD
16 - TRUCK	RANGER	STEPHENS AUTO CTR
17 - TRUCK	DAKOTA CLUB CAB ST	COUNTRY CLUB CHEVROLET
17A - TRUCK	CANYON CREW CAB	GENERAL TRUCK SALES
18 - TRUCK (GAS)	RAM 1500 ST 4X4	STEPHENS AUTO CTR
19 - TRUCK (GAS)	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (BI-FUEL)	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (DED FUEL)	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (GAS) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (BI-FUEL) W/DOH PKG	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (DED FUEL) W/DOH PKG	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (GAS) W/DOH PKG - EXT CAB	RAM 2500 ST	COUNTRY CLUB CHEVROLET
20 - TRUCK 12000 137" WB 60" C/A	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 161" WB 84" C/A	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 137" WB 60" C/A WITH DOH PKG	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 161" WB 84" C/A WITH DOH PKG	F-350 13000 GVWWR	STEPHENS AUTO CTR
21 - TRUCK (GAS)	SIERRA 2500 HD	GENERAL TRUCK SALES
21 - TRUCK (CNG)	SIERRA 2500 HD	GENERAL TRUCK SALES



ITEM	MODEL	VENDOR
CLASS		
21 - TRUCK WITH DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
21 - TRUCK (CNG) WITH DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
22 - VAN FWD	FREESTAR	STEPHENS AUTO CTR
22 - VAN RWD	E-150	STEPHENS AUTO CTR
23 - VAN (GAS)	EXPRESS CARGO 2500	GLEN DALE MOTORS
24 - VAN (GAS)	CARAVAN SE	COUNTRY CLUB CHEVROLET
25 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
26 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
27 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
31 - AUTO (GAS)	FOCUS	CHENOWETH FORD
32 - AUTO	IMPALA	HURRICANE CHEVROLET
33 - TRUCK 141" WB 60" C/A 2WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A 2WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 141" WB 60" C/A WTH DOH PKG 2WD	C4500	GENERAL TRUCK SALES
33 - TRUCK 165" WB 84" C/A WITH DOH PKG 2WD	C4500	GENERAL TRUCK SALES
33 - TRUCK 141" WB 60" C/A 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 141" WB 60" C/A WTH DOH PKG 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A WITH DOH PKG 4WD	F-550	STEPHENS AUTO CTR
33A - TRUCK - 141" WB 60" C/A W/DOH PKG	KODIAK	STEPHENS AUTO CTR
33A - TRUCK - 165" WB 84" C/A W/DOH PKG	KODIAK	STEPHENS AUTO CTR
34 - AUTO	LIBERTY	STEPHENS AUTO CTR



MV05H SYNOPSIS BY COMPANY	WHITESIDE CHEVROLET, OLDS, BUICK, PONTIAC	
CLASS	MODEL NAME	PRICE
* 5 - AUTO	BLAZER	17,454.00
14 - TRUCK (DED ALT)	SILVERADO	27,914.30
14 - TRUCK (BI-FUEL)	SILVERADO	27,914.30
14 - TRUCK (DED ALT) WITH DOH PKG	SILVERADO	30,180.30
14 - TRUCK (BI-FUEL) WITH DOH PKG	SILVERADO	30,180.30
19 - TRUCK (DED FUEL)	SILVERADO	25,587.20
19 - TRUCK (BI-FUEL) WITH DOH PKG	SILVERADO	27,853.20
19 - TRUCK (DED FUEL) WITH DOH PKG	SILVERADO	27,853.20
<p>* If ordering vehicle with all terrain tires, vehicle will be shipped with 10 tires. The 5 (4 and a spare) that the factory ships with the vehicle shall be shipped loose with the vehicle. The 5 all terrain tires shall be mounted on the vehicle prior to shipment.</p>		

