

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
MV06D

PAGE
1

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

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

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
11/07/2005		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		
0001	11/15/2005	EA	070-06-01-000	0.00000	
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>TO SUPPLY 2006 MOTOR VEHICLES (OR CURRENT MODEL YEAR) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED LIST OF VEHICLE CLASSES AWARDED THROUGH THIS CONTRACT.</p> <p>STATEWIDE CONTRACT FOR 2006 MODEL VEHICLES</p> <p>THIS CONTRACT IS AWARDED PER THE FOLLOWING:</p> <ol style="list-style-type: none"> REQUEST FOR QUOTATION DATED 9/8/05, AND ALL ADDENDA THERETO. MV06 GENERAL SPECIFICATIONS/INFORMATION, DATED SEPTEMBER 6, 2005, FOUR PAGES. VENDOR'S BID DATED 10/13/2005. <p>ATTACHMENTS TO THIS CONTRACT:</p>					
					<p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>NOV 14 2005</p> <p><i>Beverly Toler</i></p>

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *AS 11-8-05*

OPEN END

TOTAL

Steve Wayfield

BY *Betty Francisco* 11/10/05
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

304-558-0468

**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 ̄160.103) and will be disclosing Protected Health Information (45 CFR ̄160.103) to the vendor.

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1.	"MV06D AWARD LIST", LISTING ALL CLASSIFICATIONS AWARDED ON THIS CONTRACT.				
2.	SPECIFICATION PAGE(S) FOR EACH CLASSIFICATION AWARDED, DETAILING OPTIONS AVAILABLE AND THE ADDITIONAL COST FOR EACH OPTION.				
EXHIBIT 2					
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 15, 2005 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 CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.					
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

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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<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> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>					

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<p>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> <p>EXHIBIT 4</p>							

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LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<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> <p>POLITICAL SUBDIVISIONS SHALL DEAL DIRECTLY WITH THE VENDOR TO MAKE ANY PURCHASE THROUGH THIS CONTRACT.</p>							

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MV06D	GLEN DALE MOTORS	
CLASS	MODEL	PRICE
CLASS 23 - VAN (DIESEL) CARGO	EXPRESS CARGO	\$ 19,668.00
CLASS 31 - AUTO (GAS)	STRATUS SXT	\$ 11,540.00
CLASS 32 - AUTO (GAS)	IMAPALA LS	\$ 15,604.00
CLASS 34 - AUTO (FAS)	LIBERTY SPORT	\$ 16,756.00

CLASS 23 VAN, CARGO
Extended Body, 8500 GVWR 127" Wheelbase

070-92-23-001

Vendor Name: Glen Dale Motor Company

Manufacturer / Brand GM-Chevrolet
 Delivery 60-90 Days
 Model Name & Number Express Cargo CG23405
 GVWR / Wheelbase 8600 /135.

Standard Equipment Requirements:

Engine 4.8 Litre V-8 Gas	MIN: 255 HP 285 TORQUE	285 HP 295 Torque
Transmission	Automatic	
Steering	Power	
Brakes	Power/ABS	
Radio	AM/FM	
Glass	All Tinted	
Mirrors	Left & Right Outside	
License Plate Mounts	Front & Rear	
Tires	All Season	
Spare Tire	Full Size w/Jack	
Rubber Floor Matting	Installed	
Air Conditioning	Installed	
Doors	Double Side & Rear Loading Doors w/Glass	
Seating Capacity 2	Passenger Seat	

Price Each Gasoline	\$15,032
Price Each CNG	\$
Price Each Diesel	\$19,668

Options:

1	AM/FM w/Cassette		\$120
2	AM/FM w/ CD Player		\$164
3	Shop/Service Manual		\$141.50
4	CD Service Manual		NA
5	Tilt Wheel & Cruise Control		\$316
6	Limited Slip Rear End		\$224
7	Engine Options:	Option 1: 6.0 V8	\$796
		Option 2: 6.6 Diesel	\$4,636
8	Drivers Side Cargo Door		\$476
9	All Wheel Drive		\$3,715
10	Keyless Entry		\$136
11	Power Windows / Power Locks		\$380
12	Side Sliding Door w/Glass		Included
13	Glass Sides		\$148
14	Telescopic Trailer Tow Mirrors		NA
15	Rear Rubber Floor Matting		Included
16	Exterior colors		See Below
17	FOB Dealership: (Deduct)		(\$20)
18	FOB Other than Metro Charleston - Per Mile	\$1.25	\$

Additional Information:

Colors: Sandstone, Greystone, Dark Blue, Black, Dark Green, Summit White, Silverbirch, Sport Red, Victory Red

All wheel drive is 1500 series(1/2 ton) with 7200lb GVW and 5300 V-8 engine only

CLASS 31 AUTOMOBILE
Passenger Car, 107" Wheel Base

070-93-31-000

Vendor Name: Glen Dale Motor Company

Manufacturer / Brand	<u>DaimlerChrysler-Dodge</u>
Delivery	<u>60-90 Days</u>
Model Name & Number	<u>Stratus SXT JRDH41</u>
Wheelbase	108

Standard Equipment Requirements:

Engine 2.4 Litre 4 cylinder Gas	<u>MIN: 145 HP 155 TORQUE</u>	150 HP 160 Torque
Transmission	<u>Automatic</u>	
Steering	<u>Power</u>	
Brakes	<u>Power/ABS</u>	
Radio	<u>AM/FM</u>	
Glass	<u>All Tinted</u>	
Mirrors	<u>Left & Right Outside</u>	
License Plate Mounts	<u>Front & Rear</u>	
Fuel Tank	<u>Gasoline - 14.5 Gal</u>	
	<u>NGV - 4.2 Equiv. Gal</u>	
Tires	<u>All Season</u>	
Spare Tire	<u>Included - w/Jack</u>	
Rear Window/Defogger	<u>Installed</u>	
Floor Mats	<u>Installed</u>	
Air Conditioning	<u>Installed</u>	

Price Each Gasoline	<u>\$11,540</u>
Price Each Dedicated CNG (1.6 Liter)	<u>\$</u>

Options:

1	AM/FM w/Cassette	Includes CD player	<u>\$92</u>
2	AM/FM w/ CD Player		<u>Included</u>
3	Shop/Service Manual		<u>\$278.00</u>
4	CD Service Manual		<u>\$78</u>
5	Tilt Wheel & Cruise Control		<u>Included</u>
6	Keyless Entry		<u>Included</u>
7	Side Air Bags		<u>Included</u>
8	Exterior colors		<u>See Below</u>
9	Power Windows, Locks, Power Heated Mirrors		<u>Included</u>
10	FOB Dealership: (Deduct)		<u>(\$20)</u>
11	FOB Other than Metro Charleston - Per Mile	\$1.25	<u>\$</u>

Additional Information:

Colors: Bright silver, Brilliant Black, Magnesium, Midnight Blue Satin Jade, Silver Steel, Stone White

CLASS 32 AUTOMOBILE
Full Size, Front Wheel Drive,
110" Wheel Base

070-93-32-000

Vendor Name: Glen Dale Motor Company

Manufaactorer / Brand GM-Chevrolet
Delivery 60-90 Days
Model Name & Number Impala LS 1WB19
Wheelbase 110.5

Standard Equipment Requirements:

Engine 3.5 Litre V-6 Gas	MIN: 175 HP 195 TORQUE	211 HP 214 Torque
Transmission	Automatic	
Steering	Power	
Brakes	Power/ABS	
Radio	AM/FM	
Glass	All Tinted	
Mirrors	Left & Right Outside	
License Plate Mounts	Front & Rear	
Fuel Tank	Gasoline - 14.5 Gal NGV - 4.2 Equiv. Gal	17 Gallon
Tires	All Season	
Spare Tire	Full Size w/Jack	
Rear Window/Defogger	Installed	
Floor Mats	Installed	
Air Conditioning	Installed	
Front Seats	Bucket	40/20/40 Split Bench

Price Each Gasoline \$15,604
Price EachDedicated CNG (1.6 Liter) \$

Options:

1	AM/FM w/Cassette		NA
2	AM/FM w/ CD Player		Included
3	Shop/Service Manual		\$141.50
4	CD Service Manual		NA
5	Tilt Wheel & Cruise Control		Included
6	Engine Options :	Option 1: _____ Option 2: _____	NA
7	Front Bench Seat		NA
8	Exterior Colors		Included
9	Keyless Entry		See Below
10	Power Windows / Power Windows		Included
11	Side Air Bags		Included
12	Delete Floor Mats (Deduct)		\$140
13	Manual Transmission w/Overdrive (Deduct)		(\$64)
14	FOB Dealership: (Deduct)		NA
15	FOB Other than Metro Charleston - Per Mile	\$1.25	(\$20)
			\$

Additional Information:

Colors: Superior Blue, White, Black, Dark Silver, Amber Bronze, Sport Red, Silverstone, Glacier Blue
3.5 Litre V-6 has E-85 ethanol capability
Full sized spare tire and wheel

NA

CLASS 34 AUTOMOBILE
UTILITY, 4 WHEEL DRIVE, 4 DOOR
4100 GVWR

070-06-34-001

Vendor Name: Glen Dale Motor Company

Manufacturer / Brand	<u>DaimlerChrysler-Jeep</u>
Delivery	<u>60-90 Days</u>
Model Name & Number	<u>Liberty Sport KJJH74</u>
GVWR	<u>5600</u>

Standard Equipment Requirements:

Engine	3.7L	MIN: 150 HP 165 TORQUE	210 HP 235 Torque
Transmission	Automatic		
Steering	Power		
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Fuel Tank	Standard		
Tires	All Season		
Spare Tire	Included - w/Jack		
Air Conditioning	Installed		
Front Seat	Bench		Buckets
Floor Mats	Installed		
Rear Window Defogger	Installed		

Price Each Gasoline \$16,756

Options:

1 Off Road Package Including Limited Slip Rear, Includes:		<u>\$428</u>
Axle-Trac-Lok Differential	Included in Off Road Package	N/C
Engine Cooling - Heavy Duty	Included in Off Road Package	N/C
Skid plate Group		<u>\$135</u>
Suspension - Heavy Duty W/Gas Shocks	Included in Off Road Package	N/C
All Terrain Tires		<u>\$221</u>
Tow Hooks	Included in Off Road Package	N/C
2 AM/FM w/Cassette		NA
3 AM/FM w/ CD Player		Included
4 Shop/Service Manual		<u>\$248</u>
5 CD Service Manual		NA
6 Tilt Wheel & Cruise Control		<u>\$270</u>
7 Side Air Bag		<u>\$441</u>
8 Tow Package		<u>\$329</u>
9 Exterior colors		See Below
10 Manual Transmission w/Overdrive (Deduct)		<u>(\$743)</u>
11 Delete Floor Mats (Deduct)		NA
12 FOB Dealership: (Deduct)		<u>(\$20)</u>
13 FOB Other than Metro Charleston - Per Mile	\$1.25	<u>\$ -</u>

Additional Information:

Colors: Atlantic Blue Black, Bright Silver, Beryl Green, Flame Red, Khaki, Midnite Blue, Patriot Blue, Stone White



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