



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.
 MVO6H

PAGE
 1

BLANKET RELEASE
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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
 3

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

INVOICE TO

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

AGENCY COPY

VENDOR

*709034823 304-369-2411
 STEPHENS AUTO CENTER
 PO BOX 278
 DANVILLE WV 25053-0278

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND		
06/30/2006		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 #03					
	ADD CLASS 26 GASOLINE ENGINE, 12 PASSENGER VAN TO THIS CONTRACT.							
	SEE THE ATTACHED SPECIFICATION SHEET FOR BASE COST AND OPTION PRICING.							
	*****NO ADDITIONAL CHANGES*****							
	WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED JUL 5 2006 <i>Beverly Toler</i>							
	PREVIOUS PO TOTAL==>					OPEN	END	
	PO NET CHANGE (+)==>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

TOTAL

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 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.

CLASS 26 VAN
12 Passenger Van, 125" Wheel Base

070-93-26-000

Vendor Name: STEPHENS AUTO CENTER

Manufacturer / Brand	FORD
Delivery	60-120 DAYS
Model Name & Number	ECONOLINE E31

Standard Equipment Requirements:

Engine	MIN: 255 HP 350 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted, Sides and Rear
Mirrors	Left & Right Outside - 5" x 8" Minimum
License Plate Mounts	Front & Rear
Seating	12 Passenger
Tires	Load Range E
Spare Tire	Full Size w/Jack
Rubber Floor Covering	Installed
Front and Rear Air Conditioning	Installed
Doors	Double Side & Rear
Interior	Full Length Head Liner w/Insulation Side & Quarter Panel
Rear Step Bumper	Installed
Price Each Gasoline	\$18,597
Price Each Bi-Fuel	NO BID
Price Each CNG	NO BID
Price Each Diesel	\$23,283

Options:

1	AM/FM w/Cassette	N/A
2	AM/FM w/ CD Player	\$228
3	Shop/Service Manual	\$171
4	CD Service Manual	\$177
5	Tilt Wheel & Cruise Control	\$199
6	Keyless Entry	N/A
7	Power Windows / Power Locks	\$411
8	Limited Slip Rear End	\$224
9	Diesel Engine	\$4,810
10	Extended Length	\$1,615
11	Sliding Side Door	NO CHARGE
12	Tow Package	\$237
13	Side Air Bags	N/A
14	Exterior colors	NO CHARGE
15	Delete Center Row Seats (Deduct)	N/A
16	Delete Third Row Seats (Deduct)	N/A
17	FOB Dealership: (Deduct)	(\$10)
18	FOB Other than Metro Charleston - Per Mile	\$2.19

Additional Information:



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



June 26, 2006

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

Betty:

I am willing to accept orders for the Class 26 gasoline engine, 12-passenger van from MV06.

The price that I originally bid was 18,597 and included all standard equipment requirements (including front & rear air conditioning).

If you choose to reaward the bid to my dealership, please process the change order and release any purchase orders as soon as possible. The buildout period for these Ford Econoline vans is rapidly approaching.

Thank you and please feel free to call me if you have any questions.

Sincerely,

Richard Stephens
General Manager

PURCHASING DIVISION
STATE OF WV

2006 JUN 27 A 10:40

RECEIVED

YOU WANT IT! WE'VE GOT IT!

MV06H	STEPHENS AUTO	
CLASS	MODEL	PRICE
CLASS 6A - AUTO (GAS)	GRAND CHEROKEE	\$ 20,148.00
CLASS 14 - TRUCK (GAS)	F-250	\$ 18,178.00
CLASS 14 - TRUCK (GAS) WITH DOH PACKAGE	F-250	\$ 20,878.00
CLASS 16 - TRUCK (GAS)	RANGER	\$ 14,557.00
CLASS 17A - TRUCK (GAS)	DAKOTA QUAD CAB	\$ 17,389.00
CLASS 18 - TRUCK (GAS)	RAM 1500	\$ 15,083.00
CLASS 26 VAN (GAS)	ECONOLINE E31	\$ 18,597.00
CLASS 26 VAN (DIESEL)	ECONOLINE E31	\$ 23,283.00
CLASS 33 - TRUCK (2WD) 141" WB 60"	F-550	\$ 28,111.00
CLASS 33 - TRUCK (4WD) 141" WB 60"	F-550	\$ 31,686.00
CLASS 33 - TRUCK (2WD) 165" WB 84"	F-550	\$ 28,316.00
CLASS 33 - TRUCK (4WD) 165" WB 84"	F-550	\$ 31,854.00
CLASS 33 - TRUCK - (2WD) 141" WB 84"	F-550	\$ 30,111.00
CLASS 33 - TRUCK - (4WD) 141" WB 84"	F-550	\$ 33,686.00
CLASS 33 - (2WD) 165" WB 84" WITH DOH PACKAGE	F-550	\$ 30,316.00
CLASS 33 - (4WD) 165" WB 84" WITH DOH PACKAGE	F-550	\$ 33,854.00
CLASS 33A - TRUCK (4WD) 141" WB 60" WITH DOH PACKAGE	F-550	\$ 52,478.00
CLASS 33A - TRUCK (4WD) 165" WB 84" WITH DOH PACKAGE	F-550	\$ 52,646.00
CLASS 34A - HYBRID FWD	ESCAPE	\$ 24,812.00
CLASS 34A - HYBRID AWD	ESCAPE	\$ 26,242.00



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			RECEIPT TICKET FOR PURCHASE ORDER:			MV06H	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		070-06	-01-000	STATEWIDE CONTRACT FOR 2006 MODEL V			
			SIGNATURE	DATE			

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TOTAL

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BY _____
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