



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.
MV07B

PAGE
1

BLANKET RELEASE
00

CHANGE ORDER
3

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.

INVOICE TO

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

VENDOR

*709044554 304-624-7611
 COUNTRY CLUB CHRYSLER DODGE SP
 PO BOX 2321
 ROUTE 19 SOUTH
 CLARKSBURG WV 26301

TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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 BY ORDER

AGENCY COPY

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/09/2007	NET 30	550567749	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER

BEST WAY	DESTINATION	PREPAID	MUL-MUL
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #3		
			THIS IS TO ADD THE FOLLOWING CLASS. 7 OPTION UPGRADES.		
			28G SLT PACKAGE	\$1,423.00	
			LEATHER SEATING 1ST AND 2ND ROW	\$ 753.00	
			POWER ADJUSTABLE PEDALS	\$ 103.00	
			3.92 AXLE RATION (SLT ONLY)	\$ 34.00	
			EFFECTIVE DATE: JANUARY 8, 2007		
			*****NO ADDITIONAL CHANGES*****		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JAN 12 2007

Beverly Toler

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1-10-07

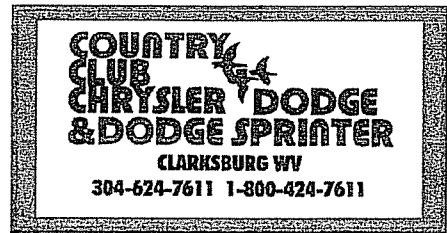
OPEN END
TOTAL

James J. Field
 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.



JAN 8, 2007

WEST VIRGINIA DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
PO BOX 50130
CHARLESTON, WV 25305-0130
ATTENTION: BETTY FRANCISCO

SUBJECT: CLASS 7 OPTION UP GRADES *REVISION JAN 8 th*

THE DEPARTMENT OF AGRICULTURE SERVICES HAS REQUESTED THE FOLLOWING
OPTIONS THAT HAVE NOT PREVIOUSLY BEEN LISTED ON MV07B

- | | |
|----------------------------------------------------------|------------|
| 1. 28G SLT PACKAGE | \$1,423.00 |
| 2. LEATHER SEATING 1 st & 2 ND ROW | \$ 753.00 |
| 3. POWER ADJUSTABLE PEDALS | \$ 103.00 |
| 4. 3.92 AXLE RATIO [SLT ONLY] | \$ 34.00 |

COPY OF MY CODE GUIDE SHOWING THE DEALER COST PREVIOUSLY SENT.
I CERTIFY ALL ARE TRUE DEALER COST

IF YOU HAVE ANY QUESTIONS PLEASE CALL ME ANY TIME. THANK YOU FOR THE
OPPORTUNITY TO BE OF SERVICE TO OUR STATE AGAIN

SINCERELY

A handwritten signature in black ink, appearing to read "Donald R. McNemar".

DONALD R. McNEMAR
FLEET MANAGER

PROCESSED BY
MV07B & WV

2007 JAN -9 A 9:50

RECEIVED

**2007 Dodge Durango
4-Door, 4-Wheel Drive, Utility Vehicle
(MV07 Class 7 Automobile)**

^β
Base Price (MV07A Contract Pricing): \$ 20,096
(Comes standard with automatic transmission, anti-lock brakes, side air bags, cruise control, stability control, power windows/locks, air conditioning, full-size spare tire and 3rd row seat DELETE)

Options

HEMI V8 5.7L Engine	\$ 3,400	✓
Incl. required SLT trim upgrade <i>(Includes aluminum wheels, body color front & rear bumpers, premium cloth seats, fog lamps, power driver seat, rear heat/air conditioning, tire pressure monitor)</i>		
SLT 28G package <i>(Includes vehicle alarm system, automatic headlights, driver information display, premium stereo speakers, audio controls on steering wheel, overhead storage console)</i>	1,423	✓
Leather 1 st & 2 nd Row Seating	753	✓
Trailer Towing Package* <i>(including hitch)</i>	391	
Skid Plate Group*	146	
Power Adjustable Pedals	103	✓
Daytime Running Lamps	34	✓
3.92 Axle Ratio (for extra towing capacity)	34	✓
Side Running Boards (Gray)	<u>348</u>	✓

Total Options: \$ 6,632

Total Estimated Vehicle Cost: \$ 26,728

Exterior color is to be Bright Silver with Slate Gray interior

*Trailer tow package (includes heavy-duty alternator and cooling) and underside skid plate package are the only upgrades to make up the State Police spec for the sport utility vehicle on the 2007 Police Cruiser statewide contract. Towing capacity will be 8,750 lbs. with HEMI engine, tow package and upgraded axle ratio.

1/3/07
Approved.
yfy



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			RECEIPT TICKET	FOR PURCHASE ORDER:		MV07B	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		070-06-01-000	2007	(OR CURRENT MODEL YEAR) MOTOR			
		SIGNATURE _____		DATE _____			

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE