



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.
 MV08A

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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

BUYER
 *709035614 304-472-2200
 BILL KELLEY INC
 77 WEST MAIN STREET
 BUCKHANNON WV 26201

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

AGENCY COPY

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|---------------------------------|---|---------------|---|---------------|------------|--|--|
| 10/24/2007 | | NET 30 | | 550342674 | | | |
| 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 #01 | | | | |
| | TO REMOVE CLASS 21-FLEX FUEL VEHICLE FROM THE CONTRACT. DUAL REAR WHEELS. | | VEHICLE BID FOR THIS CLASS DID NOT MEET | | | | |
| | CORRECTED | VENDOR | AWARD SHEET ATTACHED | | | | |
| *****NO ADDITIONAL CHANGES***** | | | | | | | |
| | | | | | | PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 25 2007 <i>Beverly Toler</i> | |
| PREVIOUS PO TOTAL==> | | | | | | OPEN END | |
| PO NET CHANGE (+)==> | | | | | | | |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 10/24/07

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END

TOTAL

**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 may be deemed null and void, and 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.

| | | |
|--------------|---|--------------|
| MV08A | Bill Kelley Inc. | |
| CLASS | MODEL | PRICE |
| CLASS 2A | VIBE, SMALL STATION WAGON, FWD, 4-DOOR, 2SL26 | \$ 16,089.15 |
| CLASS 22 | UPLANDER, CARGO VAN, GAS, CU12216 | \$ 15,288.10 |



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| 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 | | |
| | | | RECEIPT TICKET FOR PURCHASE ORDER: | | MV08A |
| 0001 | | 070-06-01-000 | 2008 (OR CURRENT MODEL YEAR) MOTOR | | |
| | | | SIGNATURE _____ | | DATE _____ |

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE