



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.
MV08D

PAGE
1

BLANKET RELEASE
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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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

O-I-N-C-O-U-N-T

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

AGENCY COPY

P-R-O-C-E-E-D

*709042838 304-845-5070
 GLEN DALE MOTOR CO
 1500-1502 WHEELING AVENUE

 GLEN DALE WV 26038

S-H-I-P-T-O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/18/2007		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				
BLANKET OPEN-END STATEWIDE CONTRACT							
THIS CONTRACT IS TO SUPPLY 2008 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.							
THIS AWARD IS PER THE FOLLOWING:							
1. REQUEST FOR QUOTATION DATE 08/29/07 AND ALL ADDENDA THERE TO.							
2. SPECIFICATIONS, FOUR PAGES, DATED 08/29/2007.							
3. VENDOR'S BID DATED 09/26/2007.							
ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS SHOULD BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED.							
POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.							
						PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 22 2007 <i>Gallins</i>	
						OPEN END	
						TOTAL	

APPROVED FOR ONE FISCAL YEAR
 IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

Dawn E. Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Karen B. Adkins*
 JO ANN ADKINS 304-558-8802
 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 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.



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 GLEN DALE MOTOR CO
 1500-1502 WHEELING AVENUE

 GLEN DALE WV 26038

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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
0001	10/22/2007	EA	070-06-01-000		.00000		
	2008 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 22, 2007 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 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	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						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>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 TO 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 APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>					
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>					TOTAL

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 ASSISTANT ATTORNEY GENERAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							

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TOTAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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MV08D	Glen Dale Motor Co.	
CLASS	MODEL	PRICE
CLASS 24	UPLANDER, FWD, 7 PASSENGER, GAS, V6 , CU11416	\$ 18,078.00
CLASS 31	MALIBU LS, GAS, 1ZG69	\$ 15,821.00
CLASS 32	IMPALA LS, GAS, 1WB19	\$ 15,471.00
CLASS 32	IMPALA LS,FLEX-FUEL, 1WB19	\$ 15,471.00

CLASS 24 VAN
 7 Passenger, Front Wheel Drive,
~~118~~" Wheelbase 113."

070-93-24-00

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand GM- Chevrolet
 Delivery 6-8 weeks
 Model Name & Number Uplander- CU11416

Standard Equipment Requirements:

Engine 3,9 liter V6 gasoline MIN: 175 HP 165 TORQUE
Transmission Automatic
Steering Power
Brakes Power/ABS
Radio AM/FM
Glass All Tinted
Mirrors Left & Right Outside - 5" x 8" Minimum
License Plate Mounts Front & Rear
Seating 7 Passenger
Tires All Season
Spare Tire Included - w/Jack
Rear Window Wiper/Defogger Installed
Floor Mats Installed
Air Conditioning Installed
Doors Side & Rear
Loading Doors w/Glass

HP	TORQUE
240	240

Price Each Gasoline V-6 \$ 18,078.00
 Price Each Gasoline V-8 \$ N/A
 Price Each Flex-Fuel \$ N/A

EPA HGWY	EPA CITY
23	16

Options:

1 AM/FM w/Cassette	\$N/A
2 AM/FM w/ CD Player	\$included
3 Shop/Service Manual	\$N/A at bid deadline
4 CD Service Manual	\$N/A at bid deadline
5 Tilt Wheel & Cruise Control	\$included
6 Keyless Entry	\$included
7 Extended Wheel Base	\$2,285.40
8 All Wheel Drive	\$N/A
9 Sunscreen Glass	\$included
10 Rear Heat and Air requires extended wheel base model	\$394.25
11 Drivers Side Sliding Door	\$included
12 Power Windows, Locks, Power Heated Mirrors	\$included
13 Global Positioning System	\$N/A
14 Side Air Bags	\$290.50
15 Stow N Go Seating	\$N/A
16 Exterior colors	\$ see below
17 Delete Center Row Seats (Deduct)	\$N/A
18 Delete Third Row Seats (Deduct)	\$N/A
19 FOB Dealership: (Deduct)	\$10.00
20 FOB Other than Metro Charleston - Per Mile	\$ 1.59

Additional Information: Colors:

Bordeaux, Red, Summit White, Gold Mist, Silverstone,
Desert Brown, Slate Metallic.

CLASS 31 AUTOMOBILE
 Passenger Car, 107" Wheel Base 112.3"

070-93-31-000

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand GM- Chevrolet
 Delivery 6-8 weeks
 Model Name & Number Malibu LS- 1ZG69

Standard Equipment Requirements:

Engine	2.4 liter 4 cyl 4 cylinder	MIN: 145 HP 155 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 16 gallon NGV - 4.2 Equiv. Gal	
Tires	All Season	
Spare Tire	Included - w/Jack	
Rear Window/Defogger	Installed	
Floor Mats	Installed	
Air Conditioning	Installed	

HP	TORQUE
169	160

Price Each Gasoline \$ 15,821.00
 Price Each Flex-Fuel \$ N/A

EPA HGWAY	EPA CITY
30	22

Options:

1	AM/FM w/Cassette	\$ N/A
2	AM/FM w/ CD Player	\$ included
3	Shop/Service Manual	\$ N/A at bid deadline
4	CD Service Manual	\$ N/A at bid deadline
5	Tilt Wheel & Cruise Control	\$ included
6	Keyless Entry	\$ included
7	Side Air Bags	\$ included
8	Exterior colors	\$ see below
9	Power Windows, Locks, Power Heated Mirrors	\$ included
10	Global Positioning System	\$ N/A
11	FOB Dealership: (Deduct)	\$ 10.00
12	FOB Other than Metro Charleston - Per Mile	\$ 1.59

Additional Information: Colors:

Sandstone, Imperial Blue, White, Amber Bronze,
Silvertone, Dark Gray, Golden Pewter

CLASS 32 AUTOMOBILE
 Full Size, Front Wheel Drive,
 110" Wheel Base 110.5 " Wheelbase

070-93-32-000

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand GM- Chevrolet
 Delivery 6-8 weeks
 Model Name & Number Impala LS- 1WB19

Standard Equipment Requirements:

Engine	MIN: 175 HP 195 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 17 gal.
Tires	All Season
Spare Tire	Full Size w/Jack
Rear Window/Defogger	Installed
Floor Mats	Installed
Air Conditioning	Installed
Front Seats	Bucket

HP	TORQUE
211	214

Price Each Gasoline \$ 15,471.00
 Price Each Flex-Fuel \$ 15,471.00

EPA HGWAY	EPA CITY
29	18

Options:

1	AM/FM w/Cassette	\$ N/A
2	AM/FM w/ CD Player	\$ included
3	Shop/Service Manual	\$ N/A at bid deadline
4	CD Service Manual	\$ N/A at bid deadline
5	Tilt Wheel & Cruise Control	\$ included
6	Engine Options :	\$ N/A
	Option 1: <u>N/A on LS Model</u>	\$ N/A
	Option 2: <u>N/A on LS Model</u>	\$ N/A
7	Front Bench Seat	\$ 161.85
8	Exterior Colors	\$ see below
9	Keyless Entry	\$ included
10	Power Windows / Power Locks	\$ included
11	Global Positioning System <i>(ONSTAR REQUIRES DIRECTIONS SUBSCRIPTION PACKAGE)</i>	\$ 70.55
12	Side Air Bags	\$ 145.25
13	Delete Floor Mats (Deduct)	\$ -83.00
14	Manual Transmission w/Overdrive (Deduct)	\$ N/A
15	FOB Dealership: (Deduct)	\$ -10.00
16	FOB Other than Metro Charleston - Per Mile	\$ 1.59

Additional Information: Colors:

Precision Red, Imperial Blue, White, Black, Dark Silver, Gold Mist, Silverstone, Mocha Bronze, Slate Metallic

Compact Spare is standard equipment. Full Spare= N/A



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VENDOR

*709042838 304-845-5070
 GLEN DALE MOTOR CO
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			RECEIPT TICKET FOR PURCHASE ORDER:			MV08D	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001	070	06-01-000	2008 (OR CURRENT MODEL YEAR) MOTOR				
			SIGNATURE _____				DATE _____
						TOTAL	

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