



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.  
 MV08F

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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

**AGENCY COPY**

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND		
01/10/2008		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 #02					
			THIS IS TO ADD THE FOLLOWING CLASS 33 OPTION UPGRADES.					
			EXTRA HEAVY DUTY ALTERNATOR		\$ 62.00			
			DUAL DIESEL FULE TANKS		\$506.00			
			(40 GALLON AFT-AXLE, 19 GALLON MIDSHIP)					
			MAX TRACTION TIRES (7 INCLUDING SPARE)		\$158.00			
			POWER EQUIPMENT GROUP INCLUDES : ACCESSORY DELAY,					
			ONE-TOUCH DOWN WINDOW (DRIVER'S SIDE), POWER WINDOWS,					
			POWER DOOR LOCKS, MANUALLY TELESCOPING TRAILER TOW					
			MIRRORS WITH POWER/HEATED GLASS, INTEGRATED CLEARANCE					
			LIGHTS AND TURN SIGNALS.		\$440.00 (REGULAR CAB)			
			EFFECTIVE DATE:	11/28/07				
			*****NO ADDITIONAL CHANGES*****					
			PREVIOUS PO TOTAL==>		OPEN END			
			PO NET CHANGE (+)==>					
						PURCHASING DIVISION CERTIFIED ENCUMBERED		
						JAN 11 2008		
						<i>Beverly Toler</i>		
						OPEN END		
						TOTAL		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *A 1/10/08*

*Dan W. Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *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.

Nov. 28. 2007 2:04PM

No. 1902 P. 2



# 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

November 28, 2007

Mike Shingleton  
WV Dept. of Natural Resources  
Via facsimile #304-637-0250

Mr. Shingleton,

Below is the information you requested for options on the 2008 F-550 that were not listed on Class 33 of MV08. All items are priced at dealer cost.

Extra Heavy Duty Alternator \$62.00

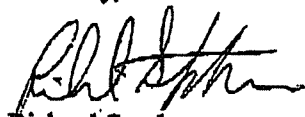
Dual diesel fuel tanks (40 gallon aft-axle, 19 gallon midship) \$506.00

Max traction tires (7 including spare) – this includes an upgrade from the traction tires listed on the contract as all terrain tires at \$158 because it includes all-terrain tires on the front wheels ~~\$178.00~~ *rear only*

Power equipment group – includes: Accessory delay, one-touch down window (driver's side), power windows; power door locks, manually telescoping trailer tow mirrors with power/heated glass, integrated clearance lights and turn signals \$440.00 (regular cab).

Thank you for the opportunity to work with you. Please call if you have any questions.

Sincerely,

  
Richard Stephens  
General Manager

**YOU WANT IT! WE'VE GOT IT!**



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CHANGE ORDER  
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INVOICE TO

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

VENDOR

\*709034823      304-369-2411  
 STEPHENS AUTO CENTER  
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 DANVILLE WV 25053-0278

SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			MV08F	
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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APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE