



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 |
| 4            |

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

NOTATION

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

## AGENCY COPY

PROPERTY

\*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           |  |
|--------------|---------------|---------------|--|---------------|------------|----------------|--|
| 02/15/2008   |               | 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 #04   |               |            |                |  |
|              |               |               | THIS CHANGE ORDER CHANGES CLASS 6A - JEEP GRAND CHEROKEE NO LONGER REQUIRES THE V8 ENGINE OPTION IN ORDER TO PURCHASE THE SKID PLATE OPTION. |               |            |                |  |
|              |               |               | THE COST OF THE SKID PLATE OPTION REMAINS THE SAME AT \$198.00.  |               |            |                |  |
|              |               |               | EFFECTIVE: FEBRUARY 14, 2008   |               |            |                |  |
|              |               |               | ***** NO ADDITIONAL CHANGES *****  |               |            |                |  |
|              |               |               | PREVIOUS PO TOTAL==>   |               | OPEN END   |                |  |
|              |               |               | PO NET CHANGE (+)==>   |               |            |                |  |

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 FEB 19 2008

*Beverly Tolson*

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

*J 2/15/08*

OPEN END

TOTAL

JO ANN ADKINS

304-558-8802

*Dwayne Woodfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY

*[Signature]*

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.



# STEPHENS AUTO CENTER

P.O. Box 278 • Rt. 119 Lory Road Exit  
DANVILLE, WEST VIRGINIA 25053

(304) 369-2411 - [www.stephensauto.com](http://www.stephensauto.com) • 1-800-925-2411



February 14, 2008

Jo Ann Adkins  
Purchasing Division  
PO Box 50130  
2019 Washington Street, East  
Charleston, WV 25305-0130

Jo Ann,

Regarding Class 6A of statewide contract MV08, the Jeep Grand Cherokee no longer requires the V8 engine option in order to purchase the skid plate option.

The cost of the skid plate option, \$198.00 remains the same.

Thank you and please let me know if you have any questions.

Sincerely,

Richard Stephens  
General Manager

RECEIVED  
2008 FEB 14 PM 3:59  
WV PURCHASING  
DIVISION

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



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|   | DELIVERY DATE | CAT NO        | ITEM NUMBER                        |               |            |                |               |
|   |               |               | RECEIPT TICKET FOR PURCHASE ORDER: |               |            |                | MV08F         |
|   |               |               | DESCRIPTION                        |               |            |                | QTY      DATE |
| 0001  |               | 070-06-01-000 | 2008 (OR CURRENT MODEL YEAR) MOTOR |               |            |                | _____         |
|   |               |               | SIGNATURE _____                    |               |            |                | DATE _____    |
| 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