



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.
MV10E

PAGE
1

BLANKET RELEASE
00

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

INVOICE

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

## AGENCY COPY

AUZ00E

\*916083402      304-233-8000  
 JIM ROBINSON FORD LINCOLN MERC  
 95 ROBINSON DR  
 TRIADELPHIA WV      26059

SEI110

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/14/2009		NET 30		550765064			
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				
<p><b>BLANKET OPEN-END STATEWIDE CONTRACT</b></p> <p>THIS CONTRACT IS TO SUPPLY 2010 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.</p> <p>THIS AWARD IS PER THE FOLLOWING:</p> <ol style="list-style-type: none"> <li>1. REQUEST FOR QUOTATION DATED 08/06/2009 AND ALL ADDENDA THERETO.</li> <li>2. SPECIFICATIONS, 4 PAGES, DATED 08/06/2009.</li> <li>3. VENDOR'S BID DATED 09/16/2009.</li> </ol> <p>ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS MUST BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED.</p> <p>***** AGENCIES MUST OBTAIN APPROPRIATE APPROVAL</p>							
						<p>PURCHASING DIVISION          CERTIFIED ENCUMBERED          OCT 21 2009  <i>Beverly Toler</i></p>	
<p>IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>10/16/09</i></p>						<p>OPEN END</p>	
						<p>TOTAL</p>	

**APPROVED FOR ONE FISCAL YEAR**  
*Sawyer Wayfield*

JO ANN ADKINS      304-558-8802

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 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 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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 VARIOUS LOCALES AS INDICATED  
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\*916083402      304-233-8000  
 JIM ROBINSON FORD LINCOLN MERC  
 95 ROBINSON DR  
 TRIADELPHIA WV      26059

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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	10/14/2010	EA	070-06-01-000	0.00000			
PRIOR TO SENDING TO THE PURCHASING DIVISION.*****  POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.  2010 (OR CURRENT MODEL YEAR) MOTOR VEHICLES  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 15, 2009 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.							

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

TOTAL

JO ANN ADKINS

304-558-8802

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>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.</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</p>							

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TOTAL

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PROPERTY

\*916083402                      304-233-8000  
 JIM ROBINSON FORD LINCOLN MERC  
 95 ROBINSON DR  
 TRIADELPHIA WV              26059

SHIPPED TO

ALL STATE AGENCIES  
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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				
<p>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 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 AUTOMATICALLY 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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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304-558-8802

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 ASSISTANT ATTORNEY GENERAL

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

MV10E	Jim Robinson Ford-Lincoln-Mercury Inc.	
CLASS	MODEL	PRICE
3 - Auto	Ford Fusion - P0G - Midsize, 4 Door, Front Wheel Drive, 107.4" Wheelbase, Gas	\$ 14,927.00
9 - Truck	Ford Ranger XL - R1A - Small Pickup, 4 Cylinder, 2 Wheel Drive, 3500 GVWR, Short Bed, Gas	\$ 13,230.00
23A - Van RWD	Ford E-250 Econoline Cargo - 8500 GVWR, 135" Wheelbase, Gas	\$ 16,218.00
23A - Van RWD	Ford E-250 Econoline Cargo - 8500 GVWR, 135" Wheelbase, Flex-Fuel	\$ 16,238.00

CLASS 3 AUTOMOBILE

070-06-03-010

Midsized, 4 Door, Front Wheel Drive, Wheelbase 107.4"

Includes but is not limited to: Toyota Camry, Saturn Aura, Chevrolet Malibu

Vendor Name: Jim Robinson Ford - Lincoln - Mercury Inc.

Manufacturer / Brand

FORD

Delivery

6-8 WEEKS

Model Name & Number

FUSION - POG

Standard Equipment Requirements:

Engine	<u>2.5 LITER I-4</u>	MIN: 160 HP 156 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		Factory Standard
Power Windows and Locks		Installed
Tires		All Season
Spare Tire		Standard Tire w/ Jack
Rear Window/Defogger		Installed
Front Seat		Standard Seating
Air Conditioning		Installed
Floor Mats		Installed
Seating Capacity		5
Front Air Bags		Installed

HP	TOR
<u>175</u>	<u>172</u>

Price Each Gasoline  
Price Each Flex Fuel

\$ 14,927.00  
\$ N/A OPTION

EPA HWY	EPA CITY
<u>34</u>	<u>24</u>

Options:

1 AM/FM w/ CD Player		\$ <u>INCLUDED</u>
2 Shop/Service Manual		\$ <u>CONTACT VENDOR</u>
3 CD Service Manual		\$ <u>CONTACT VENDOR</u>
4 Tilt Wheel & Cruise Control		\$ <u>INCLUDED</u>
5 Keyless Entry		\$ <u>INCLUDED</u>
6 Power Windows, Locks, Power Heated Mirrors		\$ <u>INCLUDED</u>
7 6-way Power driver seat (requires Power Windows & doors)		\$
8 Side Air Bags		\$ <u>INCLUDED</u>
9 Exterior colors		\$ <u>SEE BELOW</u>
10 Delete Floor Mats (Deduct)		\$ - <u>48.00</u>
11 Manual Transmission w/Overdrive (Deduct)		\$ - <u>761.00</u>
12 Remove Console (Delete) (Console between seats)		\$ - <u>N/A OPTION</u>
13 FOB Dealership: (Deduct)		\$ - <u>10.00</u>
14 FOB Other than Metro Charleston - Per Mile		\$ <u>11.00</u>

Additional Information:

SPARE TIRE IS Compact Spare Tire/Wheel

Colors: Sangria Red, Smokestone, Tuxedo Black, Brilliant Silver, White Suede

**JIM ROBINSON FORD-LINCOLN-MERCURY INC.**  
**95 ROBINSON DRIVE**  
**TRIADDELPHIA, WV 26059**

CLASS 9 TRUCK  
 Small Pickup, 4 Cylinder, 2 Wheel Drive,  
 3500 GVWR, Short Bed

070-48-09-001

Includes but is not limited to: Ford Ranger, Toyota Tacoma, Mazda B2300

Vendor Name: Jim Robinson Ford-Lincoln-Mercury Inc.

Manufacturer / Brand  
 Delivery  
 Model Name & Number

Ford  
6-8 WEEKS  
RANGER XL R1A

**Standard Equipment Requirements:**

Engine	4 cyl	<u>2.3 LITER I-4</u>	MIN: 143 HP 154 TORQUE
Transmission	Automatic		
Steering	Power		
Brakes	Power		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Cargo Box	Fleetside		
Bumper	Rear Step Factory Installed		
Tires	All Season		
Spare Tire	Full Size w/ Jack		
Air Conditioning	Installed		
Front Seat	Standard seating		
Standard Floor Covering	Installed		
Front Air Bags	Installed		

HP	TORQUE
<u>143</u>	<u>154</u>

EPA	EPA
HWY	CITY
<u>26</u>	<u>21</u>

Price Each Gasoline  
 Price Each Flex Fuel

\$ 13,230.00  
 \$ N/A OPTION

**Options:**

1 Off Road Package Including Limited Slip Rear Includes:

- Axle-trac-loc differential
- Engine Cooling - heavy duty
- Skid plate Group
- Suspension - Heavy Duty W/gas Shocks
- All Terrain Tires
- Tow Hooks

	\$	<u>N/A OPTION</u>
	\$	<u>✓</u>
	\$	<u>✓</u>
	\$	<u>✓</u>
	\$	<u>✓</u>
	\$	<u>✓</u>
	\$	<u>N/A OPTION</u>

2 AM/FM w/ CD Player

	\$	<u>295.00</u>
--	----	---------------

3 Shop/Service Manual

	\$	<u>CONTACT VENDOR</u>
--	----	-----------------------

4 CD Service Manual

	\$	<u>CONTACT VENDOR</u>
--	----	-----------------------

5 Tilt Wheel & Cruise Control

	\$	<u>320.00</u>
--	----	---------------

6 Side Air Bags

	\$	<u>INCLUDED</u>
--	----	-----------------

7 Exterior Colors

	\$	<u>SEE BELOW</u>
--	----	------------------

8 Trailer Tow Package

	\$	<u>List items included in this group</u>
--	----	--

9 Slush/All Weather Mats (Driver & Passenger)

	\$	<u>N/A OPTION</u>
--	----	-------------------

10 Slush/All Weather Mats (Second Row)

	\$	<u>42.00</u>
--	----	--------------

11 Slush/All Weather Mats (Cargo)

	\$	<u>N/A OPTION</u>
--	----	-------------------

12 Power Windows, Locks

	\$	<u>N/A OPTION</u>
--	----	-------------------

13 Sliding Rear Window

	\$	<u>N/A OPTION</u>
--	----	-------------------

14 Privacy Glass

	\$	<u>N/A OPTION</u>
--	----	-------------------

15 Bedliner

	\$	<u>168.00</u>
--	----	---------------

16 Bucket Seats Front

	\$	<u>N/A OPTION</u>
--	----	-------------------

17 Delete Floor Mats (Deduct)

	\$	<u>- N/A OPTION</u>
--	----	---------------------

18 Delete Cloth Seats (Deduct) ADD Cloth Seat (Bench)

	\$	<u>+ 183.00 cloth seat</u>
--	----	----------------------------

19 Delete Carpet (Deduct)

	\$	<u>- N/A OPTION</u>
--	----	---------------------

20 Manual Transmission w/Overdrive (Deduct)

	\$	<u>- 830.00</u>
--	----	-----------------

21 FOB Dealership: (Deduct)

	\$	<u>- 10.00</u>
--	----	----------------

22 FOB Other than Metro Charleston - Per Mile

	\$	<u>1.25</u>
--	----	-------------

**Additional Information:**

COLORS: DARK SHADOW GRAY, TORCH RED, VISTA BLUE, BLACK,  
SILVER METALLIC, OXFORD WHITE



CLASS 23A VAN, CARGO  
 8500 GVWR, 135" Wheelbase

Vendor Name: Jim Robinson Ford Lincoln Mercury Inc

Manufacturer / Brand: Ford  
 Delivery: 6-8 WEEKS  
 Model Name & Number: E-250 ECONOLINE CARGO-EZE

Standard Equipment Requirements:

Engine	<u>4.6 Liter V8</u>	Gasoline	MIN: 225 HP 286 TORQUE
Engine		Diesel	MIN: 154 HP 286 TORQUE
Transmission			Automatic
Steering			Power
Brakes			Power/ABS
Radio			AM/FM
Glass			All Tinted
Mirrors			Left & Right Outside
License Plate Mounts			Front & Rear
Tires			All Season
Spare Tire			Standard tire w/ Jack
Air Conditioning			Installed
Seating Capacity			Passenger Seat
Front Air Bags			Installed

HP	TORQUE
225	286

Price Each Gasoline  
 Price Each Diesel  
 Price Each Flex Fuel

FWD	RWD
\$ N/A	\$ 16,218.00
\$ N/A	\$ N/A OPTION
\$ N/A	\$ 16,238.00

Options:

- 1 AM/FM w/ CD Player
- 2 Shop/Service Manual
- 3 CD Service Manual
- 4 Tilt Wheel & Cruise Control
- 5 Limited Slip Rear End
- 6 Tow Package: Transmission Cooler  
H. D. Engine Cooler
- 7 Keyless Entry
- 8 Power Windows / Power Locks
- 9 Glass All Around
- 10 Side Air Bags
- 11 Step Bumper
- 12 Telescopic Trailer Tow Mirrors
- 13 Rear Rubber Floor Matting
- 14 Exterior Colors
- 15 FOB Dealership: (Deduct)
- 16 FOB Other than Metro Charleston - Per Mile

\$	N/A	\$	245.00
\$		\$	CONTACT VENDOR
\$		\$	CONTACT VENDOR
\$		\$	199.00
\$		\$	224.00
\$		\$	328.00
\$		\$	N/A OPTION
\$		\$	INCL. W. LINE B
\$		\$	556.00
\$		\$	315.00
\$		\$	N/A OPTION
\$		\$	141.00
\$		\$	INCLUDED
\$		\$	54.00
\$		\$	SEE BELOW
\$		\$	10.00
\$	N/A	\$	1.25

Additional Information:

COLORS: VERMILLION Red, Black, Oxford White



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VENDOR

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 95 ROBINSON DR  
  
 TRIADELPHIA WV 26059            26059

SHIP TO

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0001		070-06-01-000	2010 (OR CURRENT MODEL YEAR) MOTOR				
RECEIPT TICKET FOR PURCHASE ORDER: MV10E						QTY	DATE
SIGNATURE _____						DATE _____	
						TOTAL	

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

JO ANN ADKINS

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 ASSISTANT ATTORNEY GENERAL

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