



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.
MV10G

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

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

AGENCY COPY

*C23143240 304-562-3005
 HURRICANE CHEVROLET INC
 200 SATURN WAY

 HURRICANE WV 25526

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	550770794	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
<p>BLANKET OPEN-END STATEWIDE CONTRACT</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"> 1. REQUEST FOR QUOTATION DATED 08/06/2009 AND ALL ADDENDA THERETO. 2. SPECIFICATIONS, 4 PAGES, DATED 08/06/2009. 3. VENDOR'S BID DATED 09/20/2009. <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>

IF APPROVAL AS TO FORMS IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/16/09*

APPROVED FOR
 ONE FISCAL YEAR
Angela Wayfield

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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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CHANGE ORDER:

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

304-562-3005

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

304-562-3005

***C23143240 304-562-3005
 HURRICANE CHEVROLET INC
 200 SATURN WAY
 HURRICANE WV 25526**

SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
0001		EA	070-06-01-000		0.00000		
<p>PRIOR TO SENDING TO THE PURCHASING DIVISION.*****</p> <p>POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.</p> <p>2010 (OR CURRENT MODEL YEAR) MOTOR VEHICLES</p> <p>EXHIBIT 3</p> <p>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.</p>							

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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REQUISITION

ALL STATE AGENCIES
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AUCTION

*C23143240 304-562-3005
 HURRICANE CHEVROLET INC
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

JO ANN ADKINS

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AUTHORITY

ALL STATE AGENCIES
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BUYER

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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>					
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JO ANN ADKINS

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BY _____
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MV10G	Hurricane Chevrolet	
CLASS	MODEL	PRICE
4 - Auto	GM Impala LS IWB19 - Large, 4 Door, Front Wheel Drive, 110" Wheelbase, Gas	\$ 16,994.00
4 - Auto	GM Impala LS IWB19 - Large, 4 Door, Front Wheel Drive, 110" Wheelbase, Flex-Fuel	\$ 16,994.00

CLASS 4 AUTOMOBILE
Large, 4 Door, Front Wheel Drive,
Wheelbase 110"

070-06-04-001

Includes but is not limited to: Pontiac G6, Chevrolet Impala, Buick Lucerne

Vendor Name: HURRICANE CHEVROLET, INC

Manufacturer / Brand
Delivery
Model Name & Number

GM CHEVROLET
60-90 DAYS
2010 IMPALA LS 1WB19

Standard Equipment Requirements:

Engine <u>3.5L V6</u>	MIN: 210 HP 210 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM <u>w/CD</u>
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 <u>COMPACT SPARE TIRE</u>	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>211</u>	<u>216</u>

Price Each Gasoline
Price Each Flex Fuel

\$16994.00
\$16994.00

EPA HGWY	EPA CITY
<u>29</u>	<u>18</u>
<u>29</u>	<u>18</u>

Options:

1	AM/FM w/ CD Player	<u>STANDARD</u>
2	Shop/Service Manual	<u>160.00</u>
3	CD Service Manual	<u>N/A</u>
4	Tilt Wheel & Cruise Control	<u>STANDARD</u>
5	Keyless Entry	<u>STANDARD</u>
6	Power Windows, Locks, Power Heated Mirrors <u>HEATED MIRRORS N/A</u>	<u>STANDARD</u>
7	6-way Power driver seat (requires Power Windows & doors)	<u>STANDARD</u>
8	Side Air Bags <u>INCLUDES HEAD CURTAIN SIDE AIR BAGS</u>	<u>STANDARD</u>
9	Exterior colors	<u>SEE BELOW</u>
10	Delete Floor Mats (Deduct)	<u>- 68.00</u>
11	Manual Transmission w/Overdrive (Deduct)	<u>- N/A</u>
12	Remove Console (Delete) (Console between seats)	<u>- N/A</u>
13	FOB Dealership: (Deduct)	<u>- 0</u>
14	FOB Other than Metro Charleston - Per Mile	<u>1.60</u>
15	<u>STABILITRAK, STABILITY CONTROL SYSTEM</u>	<u>88.00</u>
Additional Information:		
16	<u>BODY SIDE MOLDINGS, BODY-COLOR</u>	<u>88.00</u>
17	<u>REAR SEAT, FLIP-AND-FOLD FLAT WITH ARMREST</u>	<u>259.60</u>

* ENGINE RUNS ON GAS OR E85 FLEXFUEL

COLORS - SILVER ICE, IMPERIAL BLUE, BLACK, WHITE, GOLD MIST MET., CYBER GRAY, AQUA BLUE MET., VICTORY RED



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INVOICE TO

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VENDOR

*C23143240 304-562-3005
 HURRICANE CHEVROLET INC
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001		070-06-01-000	2010 (OR CURRENT MODEL YEAR) MOTOR				
RECEIPT TICKET FOR PURCHASE ORDER:						MV10G	
SIGNATURE _____						QTY	DATE
DATE _____							
						TOTAL	

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

JO ANN ADKINS

304-558-8802

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