

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 MV10I

PAGE
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BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
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 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *A21135919 800-245-4541
 PENSKE TOYOTA
 9136 EAST FIRESTONE BLVD
 DOWNEY CA 90241

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
10/24/2009	NET 30	954371918			
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 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. THIS AWARD IS PER THE FOLLOWING: 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 09/15/2009. 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. ***** AGENCIES MUST OBTAIN APPROPRIATE APPROVAL PRIOR TO SENDING TO THE PURCHASING DIVISION.***** POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR					
				PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 29 2009 <i>Beverly Tolero</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>				OPEN END TOTAL	

APPROVED FOR
 ONE FISCAL YEAR
Samuel Workfield
 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 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, the State may deem this contract null and void, and terminate such contract 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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0001	10/14/2010	EA	070-06-01-000	.00000	
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. 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. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN					

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

TOTAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
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<p>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 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>					
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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.							
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.							
REV. 04/11/2001							

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MV101	Penske Toyota	
CLASS	MODEL	PRICE
8A - Auto	Toyota Highlander Hybrid 6964 - SUV, Utility, 4 Door, Hybrid, 130" Wheelbase, Gas, 4WD	\$ 32,380.00

CLASS 8A AUTOMOBILE

070-06-08-010

4 Door,
130" Wheelbase,

Includes but is not limited to: GMC Yukon, Toyota Highlander, Chevrolet Tahoe

Vendor Name	PENSKE TOYOTA
Manufacturer / Brand	TOYOTA
Delivery	120 DAYS
Model Name & Number	HIGHLANDER HYBRID 6964

HP	TORQUE
270	212

Standard Equipment Requirements:

Engine	MIN: 209 HP HYBRID
Transmission	Automatic w/Overdrive
Steering	Power
Brakes	Power/ABS
Radio	AM / FM /CD
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Tires	All Season
Spare Tire	Full Size w/Jack
Tilt Wheel & Cruise Control	Standard
Keyless Entry	Standard
Power Windows/Power Locks	Standard
Rear Window/Defogger	Installed
Fuel Tank	Standard
Front Seat	Bucket
Rear Seat	Bench
Air Conditioning	Installed
Floor Mats	Installed
Front Air Bags	Installed

Comply
Comply
Comply

Price Each Gasoline (4 Wheel Drive)	\$ 32,380.00
Price Each Flex Fuel (4 Wheel Drive)	NOT AVAILABLE

EPA HGWY	EPA CITY
27	25
EPA HGWY	EPA CITY

Price Each Gasoline (2 Wheel Drive)	NOT AVAILABLE
Price Each Flex Fuel (2 Wheel Drive)	NOT AVAILABLE

Options:

1 Shop/Service Manual	NOT AVAILABLE	\$ -
2 CD Service Manual	1-YEAR ONLINE SUBSCRIPTION	\$ 225.00
3 Tow Package	INCLUDES WIRING HARNESS	\$ 685.00
4 Side Air Bags	STANDARD	\$ -
5 Exterior colors	STANDARD	\$ -
6 Slush/All Weather Mats (Driver & Passenger)		\$ 145.00
7 Slush/All Weather Mats (Second Row)		\$ 85.00
8 Slush/All Weather Mats (Cargo)		\$ 165.00
9 Delete Floor Mats (Deduct)		\$ (160.00)
10 Delete Cloth Seats (Deduct)	NOT AVAILABLE	\$ -
11 Delete Carpet (Deduct)	NOT AVAILABLE	\$ -
12 FOB Dealership: (Deduct)		\$ (100.00)
13 FOB Other than Metro Charleston - Per Mile		\$ 1.35

Additional Information:

VEHICLES WILL BE DROP SHIPPED DIRECTLY TO LOCAL W.V. DEALERSHIP FROM FACTORY

Penske Toyota

1. All proposed vehicles will be dropped shipped to a local West Virginia dealership directly from the factory/manufacturer.
2. Local dealership will complete Pre-Delivery Inspection, gas vehicle, and clean vehicle.
3. Drop Ship dealer will complete any needed DMV or registration paperwork.
4. Prices do not include any applicable West Virginia government sale tax, fees, or registration.
5. Please see enclosed brochures for exterior and interior color choices.



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LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2010 (OR CURRENT MODEL YEAR) MOTOR				
		SIGNATURE	DATE				
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