



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.
 MV11J

PAGE
 1

BLANKET RELEASE
 00

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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *709035325 304-645-1010
 GREENBRIER MOTOR CO INC
 111 SENECA TRAIL
 LEWISBURG WV 24901

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/19/2011		NET 30		550323196			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	PREPAID	MUL - MUL	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE			
0001	11/14/2011		070-06-01-000				
	2010 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
	CHANGE ORDER #01						
	TO PROVIDE CLASS 20A PRICE SHEET THAT WAS INADVERTENTLY NOT INCLUDED WITH AWARD.						
	PREVIOUS PO TOTAL==>			OPEN END			
	PO NET CHANGE (+)==>						
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 20 2011 <i>Beverly Toler</i>	
						OPEN END TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *1/19/11*

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Ann Adkins* 304-558-8802
Linda S. Turner 01/20/11
 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

CLASS 20A TRUCK
Chassis Cab, 4 Wheel Drive,
12,000 GVWR, Dual Rear Wheels
 Includes but is not limited to: Dodge Ram 3500, Ford F350

070-48-20-002

Vendor Name: GREENBRIER MOTOR CO, INC

Manufacturer / Brand	RAM
Delivery	90 TO 120 DAYS FROM ORDER
Model Name & Number	RAM 3500

Standard Equipment Requirements:

Engine	MIN: 300 HP 360 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Dual Rear Wheels	Installed
Tires	All Season Load Range D
Fuel Tank	40 Gallons Minimum
Air Conditioning	Installed
Front Seat	Bench
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
383	400

	DIESEL	GASOLINE
Price Each 60" Cab to Axle		21813
Price Each 84" Cab to Axle		21990

Options:

1 Full Size Spare tire		298
2 Off Road Package Including Limited Slip Rear, Includes:		\$
Axle-trac-loc differential	STANDARD	
Engine Cooling - heavy duty	STANDARD	
Skid plate Group		43
Suspension - Heavy Duty w/Gas Shocks		\$
All Terrain Tires		170
Engine Cooling Heavy Duty	STANDARD	
3 AM/FM w/ CD Player		STANDARD
4 Shop/Service Manual		N/A
5 CD Service Manual		N/A
6 Tilt Wheel & Cruise Control		213
7 Keyless Entry		INC w/POWER
8 Power Windows / Power Locks		638
9 Back-Up Alarm		65
10 Tow Package	HITCH AND 7 WAY	442.5
11 Snow Plow Package	Est items included in this group	PREP 123
12 Side Air Bags		N/A
13 Exterior colors		\$
14 Slide Rear Window		119
15 Slush/All Weather Mats (Driver & Passenger)		N/A
16 Slush/All Weather Mats (Second Row)		N/A
17 Slush/All Weather Mats (Cargo)		N/A
18 Dual Gas Tanks (gas only)		N/A
19 Flatbed 9' long / 60" CA (see attached specifications)		3295
20 Flatbed 12" long / 84" CA (see attached specifications)		3595
21 Dump Bed / 60" CA, 8.5' Long (see attached specifications)		7161.75
22 Dump Bed / 84" CA, 10.5' long (see attached specifications)		7934.25
23 Utility Bed / 60" CA, 9' long (see attached specifications)		5874
24 Utility Bed / 84" CA, 11' long (see attached specifications)		7330
25 Crane (see attached specifications)		111596.25
26 Crane (see attached specifications)		\$
27 Extended Cab w/ Third and Fourth Door		N/A
28 Crew Cab - Front Hinged Doors	60 CAB TO AXLE ONLY	1336
29 Gasoline Engine: 8 Cyl, 7.0 (Deduct)		STANDARD
30 2 Wheel Drive (Deduct)		-4580
31 Manual Transmission w/Overdrive (Deduct)		N/A w/GAS
32 FOB Dealership: (Deduct)		\$0
33 Delete Floor Mats (Deduct)		N/A
34 Delete Cloth Seats (Deduct)		STANDARD
35 FOB Other than Metro Charleston - Per Mile		\$1.25
36 Available Axle Ratios	1.	CONTACT DEALER
	2.	
	3.	

Enter Total Off Rd Pkg Above

TRAILER BRAKE CONTROLLER ADD 468



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:						MV11J	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2010 (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