



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.
MV12I

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

12
FILE LOCATION 22178

VENDOR
*709034823 304-369-2411
STEPHENS AUTO CENTER
PO BOX 278
DANVILLE WV 25053-0278

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/08/2012		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				
	02/15/2012		070-06-01-000			PURCHASING DIVISION'S FILE COPY	
	CHANGE ORDER #01						
	CHANGE ORDER ISSUED FOR THE FOLLOWING CHANGES.						
	1. TO ADD: CLASS 20A DIESEL AUTOMOBILE.						
	2. TO REMOVE: CLASS 12 AND CLASS 18 AUTOMOBILES AND						
	AWARD CLASS 12 AND 18 TO MV12K.						
	PER THE ATTACHED DOCUMENTATION.						
	NO OTHER CHANGES						
	2012 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
	<p style="text-align: center;">ENTERED</p>						
	<p style="text-align: right;">PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 20 2012 <i>Beverly Toler</i></p>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Dwayne Wayfield 3-16-12 BT
 APPROVED AS TO FORM BY

[Signature] 3/8/12
 GUY NISBET 304-558-8802
 BY *[Signature]* 03/15/12
 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.html 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.

MV12	Stephens Auto Center	
CLASS	MODEL	PRICE
1 - Auto Sub Compact FWD 95" WB	GAS - Ford Fiesta	\$ 13,419.00
2 - Auto 4DR FWD 102.9" WB	GAS - Ford Focus (P3E)	\$ 14,841.00
3 - Auto 4DR FWD 107.4" WB	GAS - Ford Fusion (POG)	\$ 16,097.00
8 - Auto 4DR 4WD 7400 GVWR	GAS - Ford Expedition (SSV)	\$ 27,749.00
8 - Auto 4DR 4WD 7400 GVWR	FLEX FUEL - Ford Expedition (SSV)	\$ 27,749.00
14 - Truck 2WD Crew Cab 8800 GVWR	GAS - Dodge RAM 2500 2 WD Crew Cab (DJ2J92)	\$ 20,513.00
19 - Truck 4WD 8500 GVWR	DIESEL - Ford F250 4 WD (F2B)	\$ 27,028.00
20 - Chasis Cab 137" WB 9000 GVWR	DIESEL - Ford F250 137" WB	\$ 26,446.00
20A - Chassis Cab 4WD 12,000 GVWR	Diesel - Ford F350 (F3H)	\$ 29,583.00
20A - Chasis Cab 137" WB 12,000 GVWR	GAS - Dodge RAM 3500 4WD 137" WB (DD8L63)	\$ 22,239.00
20A - Chasis Cab 161" WB 12,000 GVWR	GAS - Dodge RAM 3500 4WD 161" WB (DD8L64)	\$ 22,404.00
22 - Van Cargo 109" WB 6500 GVWR	FLEX FUEL - Ford E150 Van Cargo 109" WB (E1E)	\$ 16,597.00
26 - Van 125" WB 12 Passenger	FLEX FUEL - Ford E350 Van 125" WB 12 Passenger (E3B)	\$ 21,679.00
33 - Truck 141" WB 17,500 GVWR	Ford F550 2 WD 141" WB	\$ 34,681.00
33 - Truck 141" WB 17,500 GVWR	Ford F550 4WD 141" WB	\$ 37,909.00
33 - Truck 165" WB 17,500 GVWR	Ford F550 2 WB 165" WB	\$ 34,851.00
33 - Truck 165" WB 17,500 GVWR	Ford F550 4WD 165"WB	\$ 38,078.00
33A - Truck 141" WB 17,500 GVWR	Ford F550 4 WD 141" WB	\$ 65,314.00

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 or equal.

Vendor Name: Stephens Auto Center Ford
 Manufacturer / Brand _____
 Delivery _____ 60 - 120 days est
 Model Name & Number _____ F350 F3H

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	20 Gallons Minimum
Air Conditioning	Installed
Front Seat	Bench
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
300/6.7L	669/6.7L

	DIESEL	GASOLINE
Price Each 137" WB 60" Cab to Axle	\$29,583.00	
Price Each 161" WB 84" Cab to Axle	No Bid	

Options:		
1 Full Size Spare tire		291.00
2 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 Engine Cooling Heavy Duty	standard standard standard	511.00
3 AM/FM w/ CD Player		\$ 228.00
4 Tilt Wheel & Cruise Control		Tilt, Std. / CruiseADD: \$195.00
5 Keyless Entry		\$ Incl. W/P.Locks
6 Power Windows / Power Locks		\$ See Below
7 Back-Up Alarm		\$ 104.00
8 Tow Package		\$ 654.00
9 Snow Plow Package		\$ 71.00
10 Side Air Bags		\$ Standard
11 Exterior colors		\$ Standard
12 Slide Rear Window		\$ 104.00
13 Slush/All Weather Mats (Driver & Passenger)		\$ 68.00
14 Slush/All Weather Mats (Second Row)		\$ 18.00
15 Slush/All Weather Mats (Cargo)		\$ N/A
16 Dual Gas Tanks		\$ N/A
17 Flatbed 9' long f/ 60" CA (see attached specifications)		\$ 2,749.00
18 Flatbed 12' long f/ 84" CA (see attached specifications)		\$ 3,045.00
19 Dump Bed f/ 60" CA, 8.5' Long (see attached specifications)		\$ 7,251.00
20 Dump Bed f/ 84" CA, 10.5' long (see attached specifications)		\$ 8,165.00
21 Utility Bed f/ 60" CA, 9' long (see attached specifications)		\$ 6,658.00
22 Utility Bed f/ 84" CA, 11' long (see attached specifications)		\$ 8,252.00
23 Crane (see attached specifications)		\$ 10,826.00
24 Crane (see attached specifications)		\$ 10,826.00
25 Extended Cab w/ Third and Fourth Door		\$ 2,052.00
26 Crew Cab - Front Hinged Doors		\$ 2,885.00
27 Gasoline Engine, 8 Cyl, 7.0 (Deduct)		\$ - N/A
28 2 Wheel Drive (Deduct)		\$ - 2,623.00
29 Manual Transmission w/Overdrive (Deduct)		\$ - N/A
30 FOB Dealership: (Deduct)		\$ - -10.00
31 Delete Floor Mats (Deduct)		\$ - Standard
32 Delete Cloth Seats (Deduct)		\$ - Standard
33 FOB Other than Metro Charleston - Per Mile		\$ 1.59
34 Available Axle Ratios		\$ Contact Vendor

Diesel exhaust fuel tank relocate: ADD \$483, Body Paint: \$325, except White. Aluminum Wheels: ADD \$498, Trailer Brake Controller: ADD \$191
 PTO & Direct mount hydraulic pump: ADD \$1985, PLUS \$232. for PTO provision Diesel ONLY. Power Windows and Locks: ADD \$917, Crew Cab.
 Utility Bed Opt: 60" high right front compartment W/Bottle Holding arrangement: ADD \$1150, Black Cab Steps: ADD \$ 226., Shift on the Fly: ADD \$