



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.**  
LAWN06A

**PAGE**  
1

**BLANKET RELEASE**  
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**CHANGE ORDER**  
1

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.

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

INFORMATION

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

VENDOR

\*709042945      304-965-1666  
 CREDE TRACTOR SALES  
 4731 PENNSYLVANIA AVENUE  
  
 CHARLESTON WV 25302

SHIP TO

## AGENCY COPY

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/22/2006		NET 30		550529963			
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				
			CHANGE ORDER #01				
	EFFECTIVE 8/01/2006:						
	1. THIS CHANGE ORDER IS ISSUED TO ALLOW FOR PRICE INCREASES, CHANGE A MODEL NUMBER, AND DELETE A MODEL FROM THE CONTRACT PER THE ATTACHED DOCUMENTATION.						
	ATTACHMENT: REVISED CONTRACT PRICING PAGE.						
	2. TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. THE CONTRACT IS INCREASED AS DEFINED IN THE ATTACHED.						
	EFFECTIVE DATE OF RENEWAL: FROM: 08/01/2006						
	TO: 07/31/2007						
	*****NO ADDITIONAL CHANGES*****						
	PREVIOUS PO TOTAL==> OPEN END						
	PO NET CHANGE (+)==>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						<b>TOTAL</b>	

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JAN - 4 2007

*Beverly Toler*

APPROVED FOR ONE FISCAL YEAR

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  12-22-06

*Deanne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468  
 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 acceptance 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 is automatically null and void, and is 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

<b>CONTRACT PRICING PAGE LAWN06A - REVISED 11/30/2006</b>				
<b>Crede Tractor Sales</b>				
<b>Item</b>	<b>Description</b>	<b>Brand</b>	<b>Model</b>	<b>Unit Cost</b>
5	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	287.00
5a	Bulk String, 5 lbs	Stihl	0000-930-2718	25.00
5b	Brush Knife, 3 prong	Stihl	4112-713-4100	21.50
5c	Shoulder Strap for Item 4 and 5		4130-007-1020	15.00
6	Heavy Duty 16" chain saw, 57 cc (minimum), 3.7 BHP,	Stihl	MS290 - 16"	271.68
7	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	MS390 - 18"	396.32
8	Heavy Duty 20" chain saw, 70.7 cc (Minimum) 5.1 BHP	Stihl	MS441 - 20"	579.18
9	Heavy Duty 24" Chain Saw, 76.5 CC (Minimum) 5.9 BHP	Stihl	MS460 - 24"	625.96
10	Pole Pruner, 12 " chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	469.00
11	Blower, hand-tote, engine displacement 27 CC (Minimum), air volume: 4r30 CFM at end of tube	Stihl	BG65	143.00
12	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the ned o fthe tube,handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	287.00
13	Garden Tractor, 23 HP, side discharge, hydrostatic, with differnetial lock, 50" cut, 28" durn radius, key choice mowing,	Simplicity	Prestige #1694618	4,870.00



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:		LAWN06A		
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		515-45		GASOLINE POWERED LAWN MAINTENANCE E			
		SIGNATURE _____		DATE _____			

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

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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