



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.
LAWN06B

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**

AGENCY COPY

TO ORDER

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

VENDOR

*709055141 304-372-8161
 MOORES TRACTOR SALES & SERVICE
 210 SOUTH CHURCH STREET
 RIPLEY WV 25271

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/01/2005	NET 30	550674970	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	VAR-VAR

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #01		
<p>THIS CHANGE ORDER IS TO CORRECT THE PRICING PAGE ISSUED WITH THE ORIGINAL CONTRACT. INCORRECT MODELS WERE LISTED ON THE PRICING PAGE WITH THE ORIGINAL CONTRACT.</p> <p>SEE THE ATTACHED PRICING PAGE, REVISED AUGUST 1, 2005 FOR THE CORRECT MODELS COVERED BY THIS CONTRACT.</p> <p>*****NO ADDITIONAL CHANGES*****</p> <p>WV State Purchasing Division Administration Unit Certified Encumbered</p> <p>AUG 05 2005</p> <p><i>Jedkins</i></p> <p>PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==></p>					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>BJ78-1-05</i>	OPEN END
TOTAL	

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468
 BY *Laura Dwyer 8/1/05*
 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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

CONTRACT PRICING PAGE LAWN06B				
Moores Tractor Sales				
Item	Description	Brand	Model	Unit Cost
1	Lawn Mower, 4.5 HP, side discharge, push type, 21" Cut Width	SNAPPER	MR216518B	\$269.99
2	Lawn Mower, 5.5 HP, side discharge, self propelled type, 21" cut width	SNAPPER	MRP216518B	\$359.99
3	Lawn Mower, 20 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	SNAPPER	SPLH172KW & SPA521	\$4,164.99
14	Lawn Mower, 31 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 15.5 gallons, Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment (Adjust without tools)	SNAPPER	NZM27612KH with ROPS	\$7,372.97

