



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**  
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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.

**CHANGE ORDER**  
3

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

## AGENCY COPY

OTECOVZ

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

RODZEV

\*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	
08/25/2006		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 #03				
	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 (UNIT PRICE, HOURLY RATES, ANNUAL FEE, ETC.) IS INCREASED AS DEFINED IN THE ATTACHED DOCUMENTATION.						
	ATTACHMENT: REVISED PRICING PAGE DATED 8/25/2006 EFFECTIVE 8/1/2006						
	RENEWALS REMAINING: 1						
	EFFECTIVE DATE: 8/1/2006 TO 7/31/2007						
	*****NO ADDITIONAL CHANGES*****						
	<div style="text-align: right;"> <b>WV STATE PURCHASING DIVISION</b>  <b>ADMINISTRATION UNIT</b>  <b>CERTIFIED ENCUMBERED</b>             SEP 5 2006   <i>Beverly Toler</i> </div>						
	PREVIOUS PO TOTAL==>      OPEN END						
	PO NET CHANGE (+)==>						

IF APPROVAL AS TO FORM IS REQUIRED BY A ATTORNEY GENERAL, CHECK HERE  1017 8-31-06

APPROVED FOR  
 ONE FISCAL YEAR

*Dawn Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304 558-0468

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
**TOTAL**

**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 LAWN06B</b>				
<b>Moores Tractor Sales</b>				
<b>Item</b>	<b>Description</b>	<b>Brand</b>	<b>Model</b>	<b>Unit Cost</b>
1	Lawn Mower, 6.5 HP, side discharge, push type, 21" Cut Width	Snapper	S21	\$ 289.00
2	Lawn Mower, 6.75 HP, side discharge, self propelled type, 21" cut width	Snapper	RP2167519DV	\$ 402.00
3	Lawn Mower, 17 HP, side discharge, self propelled type, 52" cut width, swivel front wheels, hydro drive	Snapper	SPLH173KW and SPA521	\$ 4,164.99
14	Lawn Mower, 27 HP, zero turn radius, 61" cut width, suspension seat, rollover protection systems, 14 gal fuel capacity	Snapper	NZM27613KH	\$ 7,224.99



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			RECEIPT TICKET FOR PURCHASE ORDER:			LAWN06B	
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