



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.  
LAWN09D

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

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/24/2009		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							
TO ADDED TO REGIONS TWO (2) AND FOUR (4), LINE ITEM NUMBER FOUR (4) TO THIS CONTRACT.							
SEE THE ATTACHED REVISED LIST OF ITEMS AVAILABLE UNDER THIS CONTRACT.							
***** NO ADDITIONAL CHANGES *****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 26 2009 <i>Beverly Toler</i>	
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
						OPEN END TOTAL	

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

*J.A.* 2/24/09

*Sawyer Wayfield*

APPROVED AS TO FORM BY  
ASSISTANT ATTORNEY GENERAL

BY *J. Ann Adkins* JO ANN ADKINS 304-558-8802

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, this Contract may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

LAWN09D  
Crede Tractor Sales

REGION 1					REGION 2				
Item Number	Description	Brand	Model	Unit Cost	Item Number	Description	Brand	Model	Unit Cost
					4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	Exmark	M15KA483	\$3,215.00
6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	\$ 260.86	6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	\$ 260.86
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	\$ 314.86	7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	\$ 314.86
7c	Shoulder Strap for Item 6 and 7	Stihl	4130-007-1020	\$ 6.95	7c	Shoulder Strap for Item 6 and 7	Stihl	4130-007-1020	\$ 6.95
8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC90	\$ 280.36	8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC90	\$ 280.36
11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	M5390-18"	\$ 406.86	11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	M5390-18"	\$ 406.86
12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	M5361-20"	\$ 486.26	12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	M5361-20"	\$ 486.26
13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	M5460-25"	\$ 678.86	13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	M5460-25"	\$ 678.86
14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	\$ 478.00	14	Pole Pruner, 12" chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	\$ 478.00
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Briggs & Stratton	20274	\$ 499.00	15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Briggs & Stratton	20274	\$ 499.00
17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	\$ 314.86	17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	\$ 314.86
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Snapper Pro	S200XKOH2761	\$ 6,389.00	19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Snapper Pro	S200XKOH2761	\$ 6,389.00
Discount from list for PARTS ONLY: _____ 10 %					Discount from list for PARTS ONLY: \$ 10.00 %				

LAWN09D  
Crede Tractor Sales

REGION 3					REGION 4				
Item Number	Description	Brand	Model	Unit Cost	Item Number	Description	Brand	Model	Unit Cost
					4	Lawn Mower, 18 HP, side discharge, gear-drive, 48" cut width (walk-behind)	Exmark	M15KA483	\$3,215.00
7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	\$ 314.86	6	Line Trimmer/Brush Cutter, engine displacement 31.4cc engine,	Stihl	FS100RX	\$ 260.86
7c	Shoulder Strap for Item 6 and 7	Stihl	4130-007-1020	\$ 6.95	7	Line Trimmer/Brush Cutter, engine displacement 36 cc engine minimum,	Stihl	FS130R	\$ 314.86
15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Briggs & Stratton	20274	\$ 499.00	7c	Shoulder Strap for Item 6 and 7	Stihl	4130-007-1020	\$ 6.95
19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Snapper Pro	S200XKOH2761	\$ 6,389.00	8	Lawn Edger, engine displacement 28.4 cc	Stihl	FC90	\$ 280.36
					11	Heavy Duty 18" Chain Saw, 64.1 cc (minimum) 4.3 BHP	Stihl	M5390-18"	\$ 406.86
					12	Heavy Duty 20" chain saw, 59.0 cc (Minimum) 4.4BHP	Stihl	M5361-20"	\$ 486.26
					13	Heavy Duty 25" Chain Saw, 76.5 CC (Minimum) 6.0 BHP	Stihl	M5460-25"	\$ 678.86
					14	Pole Pruner, 12 " chain bar, engine displacement 31.4 CC (Minimum), 1.3 BHP	Stihl	HT101	\$ 478.00
					15	Power washer, 3000 PSI, 190 cc, 30' 1/4" high pressure hose	Briggs & Stratton	20274	\$ 499.00
					17	Blower, back pack, engine displacement - 64CC (Minimum), 530 CFM air volume at the end of the tube, handle with controls mounted on tube, padded shoulder strap.	Stihl	BR550	\$ 314.86
					19	Lawn Mower, 27 HP, zero turn radius, 60" cut width, 5.5" deep deck, ANSI approved, deluxe roll suspension seat, fuel capacity, 10 gallons(min), Standard foldable rollover protection systems (ROPS), Hydro tracking adjustment	Snapper Pro	S200XKOH2761	\$ 6,389.00
Discount from list for PARTS ONLY:				10 %	Discount from list for PARTS ONLY:				10 %



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.  
 LAWN09D

PAGE  
 \_\_\_\_\_

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

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/24/2009		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				
RECEIPT TICKET FOR PURCHASE ORDER:				LAWN09D			
0001		515-45	GASOLINE POWERED LAWN MAINTENANCE E		_____	_____	
		SIGNATURE _____		DATE _____			
						TOTAL	

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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