



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.**  
 MV05B

**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**  
 2

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

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

\*709044554 304-624-7611  
 COUNTRY CLUB CHRYSLER PLY DODG  
 PO BOX 2321  
 ROUTE 19 SOUTH  
 CLARKSBURG WV 26301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/04/2005		NET 30		550567749			
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 #02				
	REMOVE CLASS 15 FROM THIS CONTRACT. VENDOR MADE AN ERROR IN THE PRICE AND HAS REQUESTED THE ITEM BE REMOVED DUE TO FINANCIAL HARDSHIP.						
	CORRECTED LIST OF OF AWARDS TO THIS VENDOR ATTACHED. CORRECTED MASTER LIST OF ALL VEHICLES AWARDED ATTACHED.						
	-----NO ADDITIONAL CHANGES-----						
	PREVIOUS PO TOTAL==>				OPEN	END	
	PO NET CHANGE (+)==>						

WV State Purchasing Division  
 Administration Unit  
 Certified Encumbered

JAN 07 2005

*Jenkins*

OPEN END

**TOTAL**

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  05714-05

*Daunte Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY *[Signature]*  
 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.

DECEMBER 16, 2004

WEST VIRGINIA DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
PO BOX 50130  
CHARLESTON, WV 25305-0130

ATTENTION: BETTY FRANCISCO

SUBJECT: MVO5B CLASS 15 WITHDRAWAL AND TYPING ERROR ON CLASS 7

**CLASS 15 / WITH DOH PACKAGE**

COUNTRY CLUB CHRYSLER DODGE WOULD LIKE TO WITHDRAW OUR BID ON CLASS 15. IN THE PRICING PROCESS FOR THE DEALERSHIP THE PRICE WAS COMPUTED WITH BOTH THE REGULAR CAB AND THE QUAD CAB [OPTIONS] USING THE ASSUMPTION BOTH WILL HAVE THE SAME CONCESSION FROM DAIMLERCHRYSLER. WE NEVER RECEIVE THESE CONCESSION'S UNTIL 24-48 HOURS BEFORE THE BID OPENING SO LOTS OF BASIC PREPARATION IS REQUIRED. IN THE REVIEW PROCESS I CAUGHT AND CHANGED IT ON MY HAND WRITTEN WORK SHEETS, BUT OVERLOOKED MAKING THE CORRECTION ON THE TYPED BID SHEETS. THE CONCESSION ON A DR2L62 2500 REGULAR CAB WAS \$8,200.00 AND THE EXTENDED QUAD CAB DR2L42 WAS ONLY \$7,000.00 AND THIS PUT COUNTRY CLUB CHRYSLER IN A POTENTIAL LOSS OF \$1,200.00 ON EACH UNIT ORDERED. WE HAVE RECEIVED NO ORDERS FOR THE CLASS AS OF THIS DATE. THIS WOULD PUT A FINANCIAL HARDSHIP ON THE DEALERSHIP AND RESPECTIVELY REQUEST WITHDRAWAL ON THE CLASS 15 AWARD.

**CLASS 7 TYPING ERRORS**

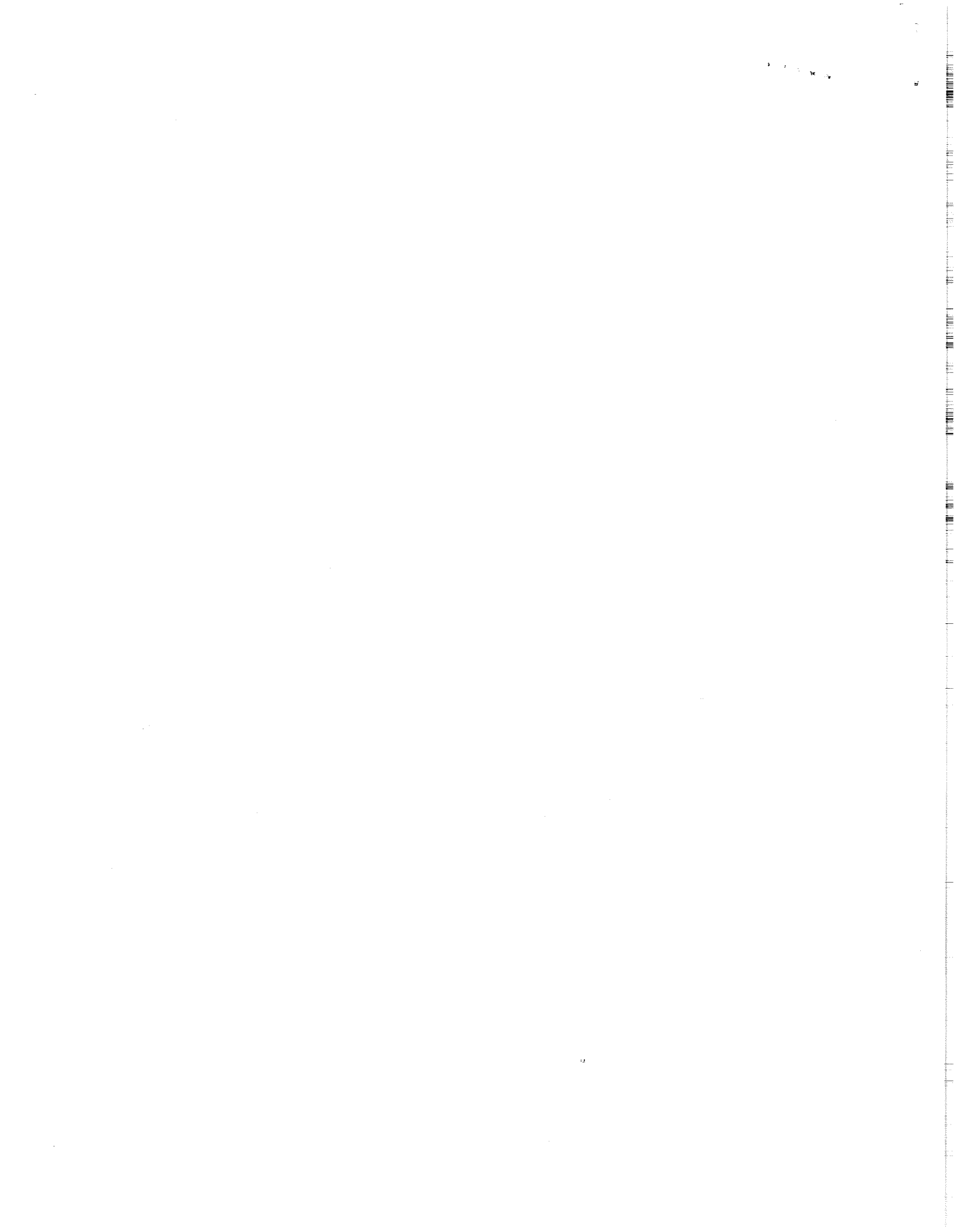
NEAR THE BOTTOM {\*Total Package 1 through 6 in smaller bold type} AND TO THE LEFT I ADDED OPTION {reads 5LT PACKAGE W/4.7L ENGINE} SHOULD READ **SLT PACKAGE W/4.7L ENGINE \$1,985.00**. THIS WAS ADDED TO CLASS 7 TO BE CONSISTENT WITH THE STATE POLICE BID CONTRACT PC05A OPTIONS AND I TYPED IT AT \$2.00 LESS WHICH IS ALSO A ERROR. WE ARE NOT ASKING FOR ANY CHANGE IN THIS PRICING. THE OFF ROAD PACKAGE \$926.00 IS NOT INCLUDED WITH THE SLT PACKAGE. I WOULD LIKE TO SUGGEST THE \* TOTAL OF OFF PACKAGE 1 THROUGH ? BE PLACED JUST BELOW THE OFF ROAD PACKAGE HEADING [THIS WOULD ELIMINATE ANY CONFUSION] ON NEXT YEARS CONTRACT ON ALL CLASSES IT APPLIES TO.

THANK YOU FOR ALL YOU HELP IN THIS MATTER

SINCERELY

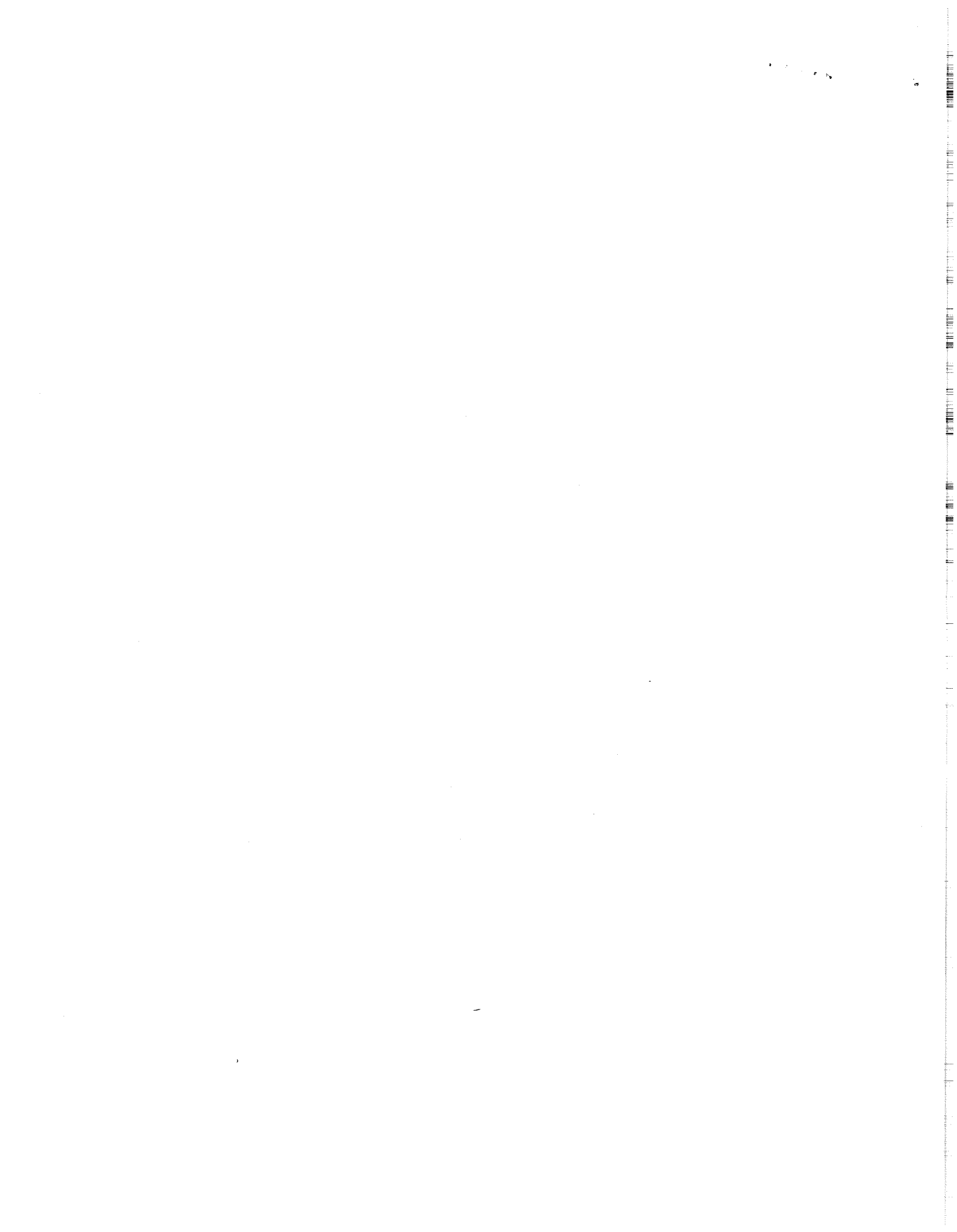


DONALD R. McNEMAR  
BUSINESS LINK MANAGER



Revised 1/04/05

<b>MV05B SYNOPSIS BY COMPANY</b>	<b>COUNTRY CLUB CHRYSLER</b>	
<b>CLASS</b>	<b>MODEL NAME</b>	<b>PRICE</b>
7 - AUTO	DURANGO	20,332.00
14 - TRUCK (GAS)	RAM 2500 QUAD CAB	18,146.00
14 - TRUCK (GAS) WITH DOH PKG	RAM 2500 QUAD CAB	20,374.00
17 - TRUCK	DAKOTA CLUB CAB ST	14,998.00
19 - TRUCK (GAS) WITH DOH PKG - EXT CAB	RAM 2500 ST	19,665.00
24 - VAN (GAS)	CARAVAN SE	14,737.00

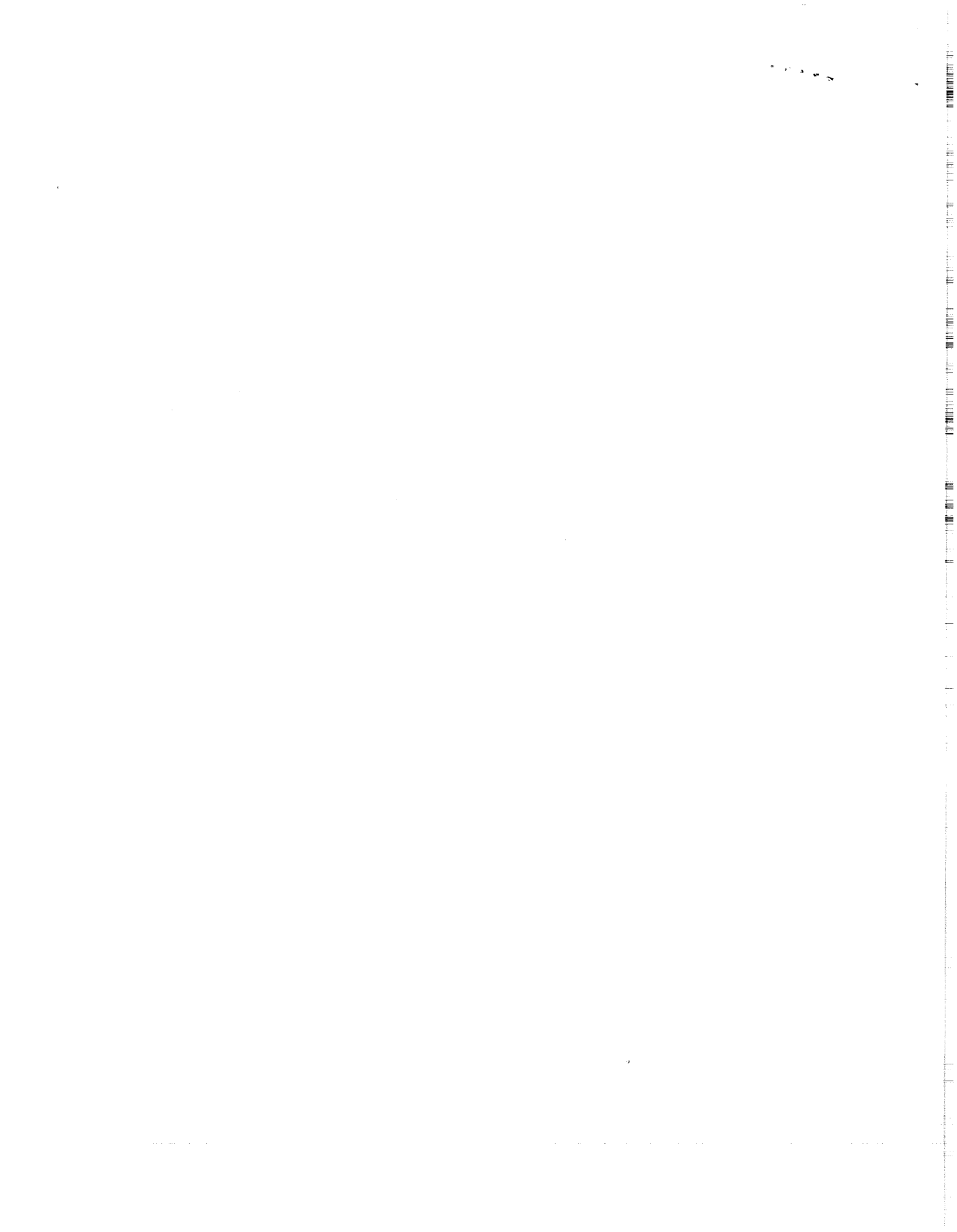


ITEM	MODEL	VENDOR
CLASS		
1 - AUTO GAS	NEON SE	GLEN DALE MOTORS
2 - AUTO GAS	STRATUS	STEPHENS AUTO CTR
2 - AUTO BI-FUEL	STRATUS	STEPHENS AUTO CTR
3 - AUTO	TAURUS	JACK GARRETT FORD
4 - AUTO GAS	CROWN VICTORIA	STEPHENS AUTO CTR
5 - AUTO	BLAZER	WHITESIDE CHEVROLET
6 - AUTO	S-10 BLAZER	HURRICANE CHEVROLET
7 - AUTO	DURANGO	COUNTRY CLUB CHEVROLET
8 - AUTO	EXCURSION	STEPHENS AUTO CTR
9 - TRUCK	RANGER	CHENOWETH FORD
10 - TRUCK	RANGER SUPER CAB	STEPHENS AUTO CTR
10 - TRUCK	DAKOTA	STEPHENS AUTO CTR
11 - TRUCK	CANYON	GENERAL TRUCK SALES
12 - TRUCK	SIERRA 1500	GENERAL TRUCK SALES
13 - TRUCK (GAS)	SIERRA 1500	GENERAL TRUCK SALES
13 - TRUCK (GAS) W/DOH PKG	SIERRA 1500	GENERAL TRUCK SALES
14 - TRUCK (DED ALT)	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (BI-FUEL)	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (GAS)	RAM 2500 QUAD CAB	COUNTRY CLUB CHEVROLET
14 - TRUCK (DED ALT) WITH DOH PKG	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (BI-FUEL) WITH DOH PKG	SILVERADO	WHITESIDE CHEVROLET
14 - TRUCK (GAS) WITH DOH PKG	RAM 2500 QUAD CAB	COUNTRY CLUB CHEVROLET
15 - TRUCK (GAS)	RAM 2500	STEPHENS AUTO CTR
15 - TRUCK (BI-FUEL)	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK (GAS) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK (BI-FUEL) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
15 - TRUCK W/DOH PKG - QUAD CAB		<b>NO AWARD</b>
16 - TRUCK	RANGER	STEPHENS AUTO CTR
17 - TRUCK	DAKOTA CLUB CAB ST	COUNTRY CLUB CHEVROLET
17A - TRUCK	CANYON CREW CAB	GENERAL TRUCK SALES
18 - TRUCK (GAS)	RAM 1500 ST 4X4	STEPHENS AUTO CTR
19 - TRUCK (GAS)	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (BI-FUEL)	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (DED FUEL)	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (GAS) W/DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
19 - TRUCK (BI-FUEL) W/DOH PKG	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (DED FUEL) W/DOH PKG	SILVERADO	WHITESIDE CHEVROLET
19 - TRUCK (GAS) W/DOH PKG - EXT CAB	RAM 2500 ST	COUNTRY CLUB CHEVROLET
20 - TRUCK 12000 137" WB 60" C/A	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 161" WB 84" C/A	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 137" WB 60" C/A WITH DOH PKG	F-350 13000 GVWWR	STEPHENS AUTO CTR
20 - TRUCK 12000 161" WB 84" C/A WITH DOH PKG	F-350 13000 GVWWR	STEPHENS AUTO CTR
21 - TRUCK (GAS)	SIERRA 2500 HD	GENERAL TRUCK SALES
21 - TRUCK (CNG)	SIERRA 2500 HD	GENERAL TRUCK SALES





ITEM	MODEL	VENDOR
CLASS		
21 - TRUCK WITH DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
21 - TRUCK (CNG) WITH DOH PKG	SIERRA 2500 HD	GENERAL TRUCK SALES
22 - VAN FWD	FREESTAR	STEPHENS AUTO CTR
22 - VAN RWD	E-150	STEPHENS AUTO CTR
23 - VAN (GAS)	EXPRESS CARGO 2500	GLEN DALE MOTORS
24 - VAN (GAS)	CARAVAN SE	COUNTRY CLUB CHEVROLET
25 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
26 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
27 - VAN (GAS)	ECONOLINE	STEPHENS AUTO CTR
31 - AUTO (GAS)	FOCUS	CHENOWETH FORD
32 - AUTO	IMPALA	HURRICANE CHEVROLET
33 - TRUCK 141" WB 60" C/A 2WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A 2WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 141" WB 60" C/A WTH DOH PKG 2WD	C4500	GENERAL TRUCK SALES
33 - TRUCK 165" WB 84" C/A WITH DOH PKG 2WD	C4500	GENERAL TRUCK SALES
33 - TRUCK 141" WB 60" C/A 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 141" WB 60" C/A WTH DOH PKG 4WD	F-550	STEPHENS AUTO CTR
33 - TRUCK 165" WB 84" C/A WITH DOH PKG 4WD	F-550	STEPHENS AUTO CTR
33A - TRUCK - 141" WB 60" C/A W/DOH PKG	KODIAK	WHITESIDE CHEVROLET
33A - TRUCK - 165" WB 84" C/A W/DOH PKG	KODIAK	WHITESIDE CHEVROLET
34 - AUTO	LIBERTY	STEPHENS AUTO CTR





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.

MV05B

PAGE

BLANKET RELEASE

00

CHANGE ORDER

2

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**

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

\*709044554      304-624-7611  
 COUNTRY CLUB CHRYSLER PLY DODG  
 PO BOX 2321  
 ROUTE 19 SOUTH  
 CLARKSBURG WV 26301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/04/2005		NET 30		550567749			
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:			MV05B	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	070-06	01-000	2005	MODEL VEHICLES			
		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

**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.