

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

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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

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

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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
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> *709044554 304-624-7611 COUNTRY CLUB CHRYSLER PLY DODG PO BOX 2321 ROUTE 19 SOUTH CLARKSBURG WV 26301

DATE PRINTED 04/27/2005	TERMS OF SALE NET 30		FUND	
SHIP VIA		550567749		
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APPROVED FO	ND	0.101121		
IF APPROVALAS TO FORM IS REQUI	语即BY ATTORNEY GENERAL, CHE	CK HERE D B 1 4 4 21-05	OPEN END	

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BETTY PRANCISCO

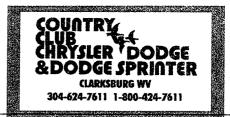
TOTAL 304-558-0468

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 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 Viginia 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.





APRIL 26, 2005

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

ATTENTION: BETTY FRANCISCO

SUBJECT: CLASS 24 MODEL DR2L42 OR DR7L42 (4X4)

AS PER OUR PHONE CONVERSATIONS I HAVE BEEN AUTHORIZED TO ACCEPT ORDERS FOR CLASS \$\(\frac{1}{2} \) 4 TRUCKS FOR THE STATE OF WEST VIRGINIA. THEY WILL BE BUILT AS 2006 MODELS AND THE PRICE WILL BE THE SAME AS THE 2005 CONTRACT. THIS HAS BEEN APPROVED BY DAIMLERCHRYSLER FLEET OPERATION. THESE WILL BE ORDERED AS SOON AS THE 2006 SYSTEM OPENS (Some time in June) AND THEY SHOULD BE BUILT FOR DELIVERY SOMETIME IN OCTOBER 2005. THIS IS THE BEST ESTIMATE WE CAN GIVE AT THIS TIME.

NOTE: ALL 2006 MODEL VEHICLES WILL HAVE A 3 YEAR / 36,000 MILE WARRANTY. THIS IS A CORPORATE CHANGE FOR DAIMLERCHRYSLER VEHICLES.

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO OUR STATE.

SINCERELY

DONALD R. McNEMAR

BUSINESS LINK MANAGER

PURCHASING DIVISION STAFF OF WY

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AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

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04/27/2005		NET 30		550567749		FUND	
SHIP VIA BEST WAY		F.O.B DESTINATION		FREIGHT TERMS PREPAID		ACCOUNT NUMBER MUL-MUL	
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