



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.
 MV05C

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

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

VENDOR
 *709034932 304-744-1321
 GENERAL TRUCK SALES
 PO BOX 8557

 SOUTH CHARLESTON WV 25303

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/10/2004	NET 30	550177745	
SHIP VIA	FOB	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		
	EFFECTIVE:	10/25/04:			
	1. ADD THE FOLLOWING:				
	CLASS 21 TRUCK (CNG) W/DOH PKG -			SIERRA 2500 HD	
	CLASS 13 TRUCK (GAS) W/DOG PKG -			SIERRA 1500	
	2. CORRECTED SHEETS FOR CLASSES 15, 19 AND 33 ARE ATTACHED.				
	-----NO ADDITIONAL CHANGES-----				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

DEC 17 2004

Beverly Toler

F APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BJ 12-13-04*

OPEN END

TOTAL

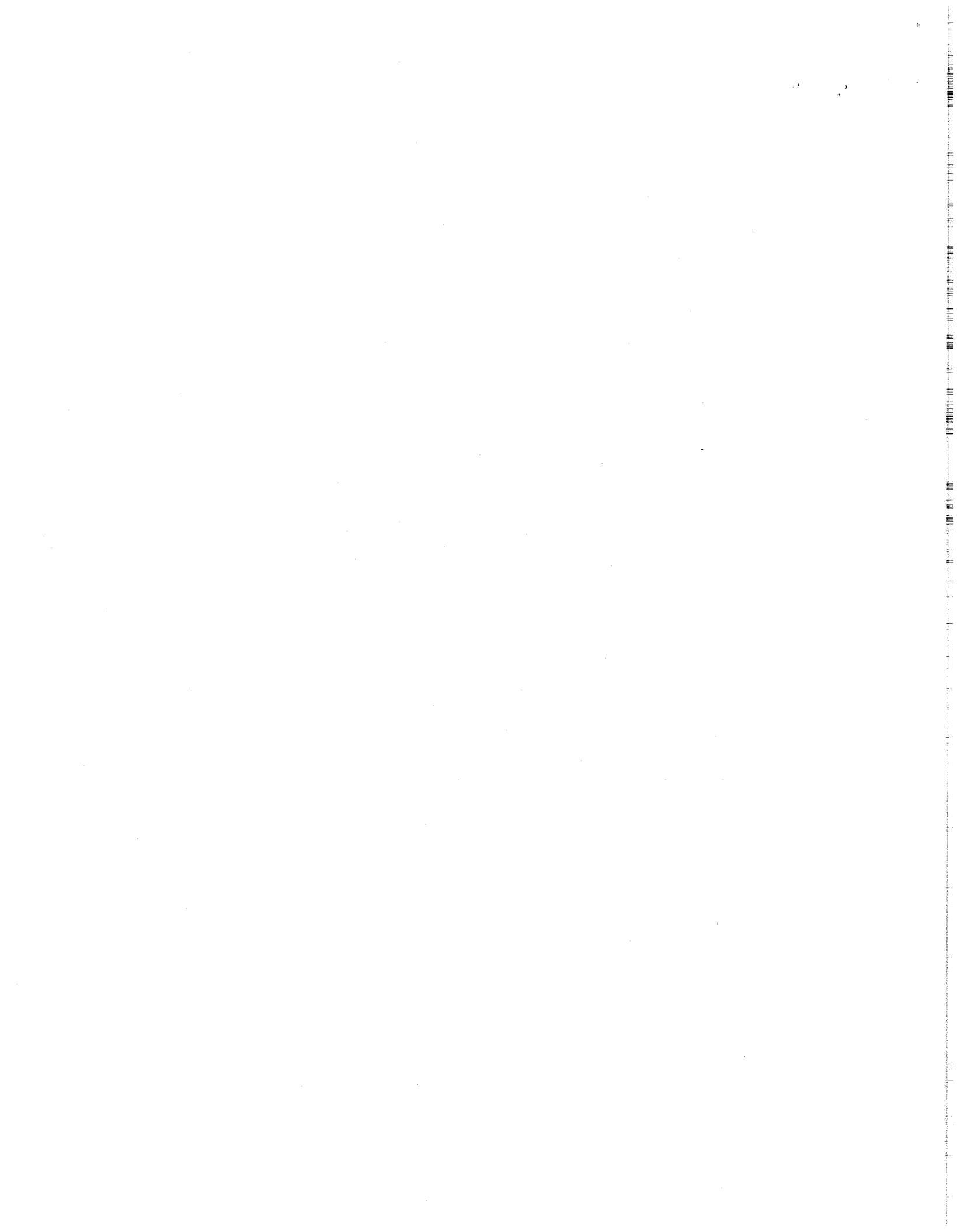
George Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 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 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.

MV05C SYNOPSIS BY COMPANY	GENERAL TRUCK SALES	
CLASS	MODEL NAME	PRICE
11 - TRUCK	CANYON	11,933.00
12 - TRUCK	SIERRA 1500	11,206.00
13 - TRUCK (GAS)	SIERRA 1500	12,826.00
13 - TRUCK (GAS) WITH DOH PKG	SIERRA 1500	14,367.90
15 - TRUCK (BI-FUEL)	SIERRA 2500 HD	22,937.00
15 - TRUCK (GAS) WITH DOH PKG	SIERRA 2500 HD	16,370.90
15 - TRUCK (BI-FUEL) WITH DOH PKG	SIERRA 2500 HD	24,478.90
17A - TRUCK	CANYON CREW CAB	15,754.00
19 - TRUCK (GAS)	SIERRA 2500 HD	17,234.00
19 - TRUCK (BI-FUEL)	SIERRA 2500 HD	25,337.00
19 - TRUCK (GAS) WITH DOH PKG	SIERRA 2500 HD	18,775.90
21 - TRUCK (GAS)	SIERRA 2500 HD	14,807.00
21 - TRUCK (CNG)	SIERRA 2500 HD	22,939.00
21 - TRUCK WITH DOH PKG	SIERRA 2500 HD	16,348.90
21 - TRUCK (CNG) WITH DOH PKG	SIERRA 2500 HD	24,480.90
33 - TRUCK 141" WB 60" C/A WTH DOH PKG 2WD	C4500	27,849.00
33 - TRUCK 165" WB 84" C/A WITH DOH PKG 2WD	C4500	27,986.00



CLASS 15: TRUCK, LARGE PICKUP, 2 WHEEL DRIVE,
8500 GVWR, LONG BED (ESTIMATED QUANTITY 5)

DELIVERY: 6 to 8 weeks
 BRAND: GMC
 MODEL NAME: SIERRA 2500 HD MODEL NO.: TC25903
 REQUIREMENTS:

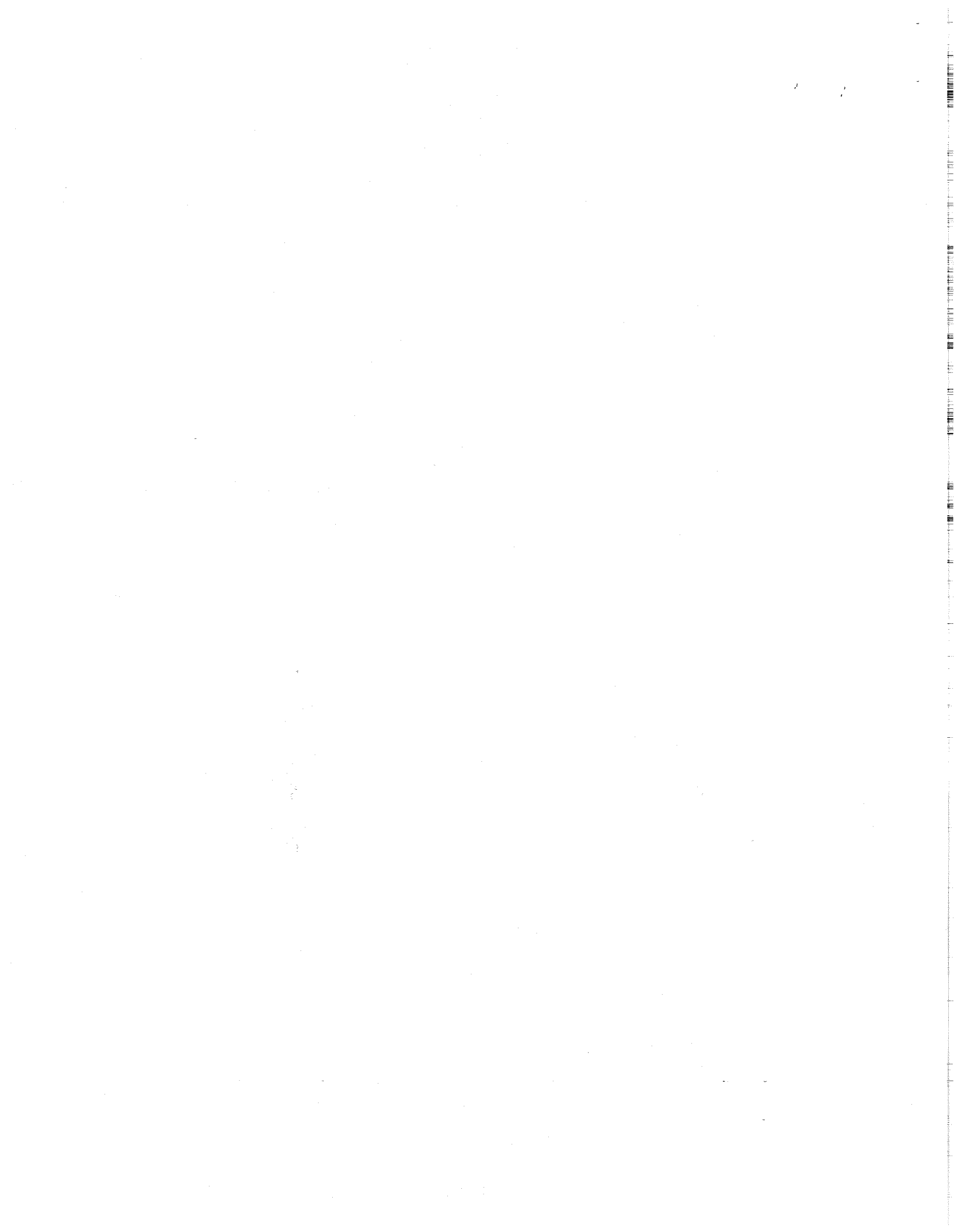
ENGINE:	8 CYL. 5.0 LITER
TRANSMISSION:	AUTOMATIC
STEERING:	POWER
BRAKES:	POWER/ABS
RADIO:	AM/FM
GLASS:	ALL TINTED
MIRRORS:	LEFT & RIGHT OUTSIDE
LICENSE PLATE MOUNTS:	FRONT & REAR
TIRES:	ALL SEASON LOAD RANGE B
SPARE TIRE:	FULL SIZE WITH JACK
CARGO BOX:	FLEET SIDE
BUMPER:	REAR STEP FACTORY INSTALLED
AIR CONDITIONING:	INSTALLED
RUBBER FLOOR COVERING:	INSTALLED

PRICE EACH GASOLINE:
 PRICE EACH BI-FUEL: \$ 22,937.00

WITH DOH PACKAGE
 PRICE EACH: GASOLINE: \$ 16,370.90
 PRICE EACH: BI-FUEL: \$ 24,478.90

OPTIONS:	PRICE:
EXTENDED CAB:	<u>3583.00</u>
CREW CAB:	<u>5421.00</u>
BED LINER:	<u>200.00</u>
DIESEL ENGINE:	<u>6539.00</u>
SLIDE REAR WINDOW:	<u>193.50</u>
SHOP SERVICE MANUAL:	<u>200.00</u>
TILT WHEEL AND CRUISE CONTROL:	<u>206.40</u>
LIMITED-SLIP REAR END:	<u>253.70</u>
TOW PACKAGE:	<u>180.60</u>
MANUAL TRANSMISSION W/OVERDRIVE: DEDUCT	<u>(941.70)</u>
SWING OUT MIRRORS:	<u>60.20</u>
AM/FM W/CASSETTE:	<u>129.00</u>
HUB CAPS:	<u>-0-</u>
DELETE TRUCK BED: DEDUCT	<u>(335.40)</u>
EXTERIOR COLORS:	<u>UPON AWARD</u>
CD PLAYER	<u>219.30</u>
SIDE AIR BAG	<u>N/A</u>
FOB OTHER THAN METRO CHARLESTON: PER MILE	<u>.30¢</u>
FOB DEALERSHIP: DEDUCT	<u>-0-</u>
AVAILABLE AXLE RATIOS: 1) <u>4.10</u>	<u>-0-</u>
2) <u>3.73</u> DIESEL	<u>-0-</u>
3) _____	<u>-----</u>

(DOH PACKAGE) SEE PAGE _____



CLASS 19: TRUCK, LARGE PICKUP, 4 WHEEL DRIVE,
8500 GVWR, LONG BED (ESTIMATED QUANTITY 20)

DELIVERY: 6 to 8 weeks
BRAND: GMC
MODEL NAME: SIERRA 2500 HD MODEL NO.: TK25903
REQUIREMENTS:

ENGINE:	8 CYL. 5.0 LITER
TRANSMISSION:	AUTOMATIC
STEERING:	POWER
BRAKES:	POWER/ABS
RADIO:	AM/FM
GLASS:	ALL TINTED
MIRRORS:	LEFT & RIGHT OUTSIDE
LICENSE PLATE MOUNTS:	FRONT & REAR
TIRES:	ALL SEASON LOAD RANGE E
SPARE TIRE:	FULL SIZE WITH JACK
CARGO BOX:	FLEET SIDE
BUMPER:	REAR STEP FACTORY INSTALLED
AIR CONDITIONING:	INSTALLED
AUTO LOCKING HUBS	INSTALLED

PRICE EACH: DEDICATED ALTERNATIVE FUEL	N/A
PRICE EACH: BI-FUEL ALTERNATIVE FUEL	\$ 25,337.00
PRICE EACH: GASOLINE	\$ 17,234.00

WITH DOH PACKAGE	
PRICE EACH: DEDICATED ALTERNATIVE FUEL	N/A
PRICE EACH: BI-FUEL ALTERNATIVE FUEL	
PRICE EACH: GASOLINE	\$ 18,775.90

OPTIONS:	PRICE:
OFF ROAD PACKAGE:*	392.16
1. AXLE - TRAC-LOK DIFFERENTIAL	253.70
2. SKID PLATE GROUP	81.70
3. SUSPENSION - HEAVY DUTY W/GAS SHOCKS	STD
4. ALL TERRAIN TIRES	56.76
5. ENGINE COOLING HEAVY DUTY	STD
SHOP SERVICE MANUAL:	200.00
TILT WHEEL AND CRUISE CONTROL:	206.40
MANUAL TRANSMISSION W/OVERDRIVE: DEDUCT	(941.70)
SLIDE REAR WINDOW:	193.50
DIESEL ENGINE:	6540.30
AM/FM W/CASSETTE:	129.00
SWING OUT MIRRORS: PULL OUT	60.20
BED LINER:	200.00
TOW PACKAGE:	180.60
SNOW PLOW PACKAGE:	245.10
CARPET FLOOR:	N/A
CLOTH SEATS:	N/C
GAS ENGINE 450 CID: 8.1	2790.70
EXTENDED CAB WITH THIRD/FOURTH DOOR	3276.87
DELETE TRUCK BED: DEDUCT	335.40
SHORT BED: DEDUCT	N/A
EXTERIOR COLORS:	UPON AWARD
CD PLAYER:	219.38
SIDE AIR BAG:	N/A
FOB OTHER THAN METRO CHARLESTON: PER MILE	.30c
FOB DEALERSHIP: DEDUCT	0
AVAILABLE AXLE RATIOS: 1) 4.10	GAS N/C
2) 3.73	DIESEL N/C
3) ---	---

*Total Package 1 through 5
(DOH PACKAGE) SEE PAGE _____



DOH PACKAGE REQUIRED FOR CLASSES 13, 14, 15, & 19 TO INCLUDE THE FOLLOWING ITEMS:

BED LINERS SHALL BE NON-SKID TYPE, OVER THE RAIL ALL STAR BRAND (OR EQUAL). BAR LIGHTS SHALL BE PSE CODE 3 EXCALIBER BRAND (OR EQUAL) DUAL LEVEL STROBE LIGHT, FULL SIZE LIGHT BAR WITH TWO(2) STROBE BULBS PER SIDE, VISIBLE FROM 360 DEGREES. BAR LIGHT MOUNTING SHALL BE GUTTER TYPE MOUNT ONLY, PSE MODEL NO. X47A (OR EQUAL). DRILLING OF TOP OF CAB IS UNACCEPTABLE. WORK LIGHT SHALL BE PSE NUMBER NP130H CODE 3 NIGHT PROBE (OR EQUAL) 300,000 CANDLE WATT MOUNTED TO CENTER OF LIGHT BAR. CONTROLS SHALL ALL BE MOUNTED PERMANENTLY IN CAB WITH EASY ACCESS FOR OPERATOR. RUNNING BOARDS SHALL BE TWO(2) PIECE ALUMINUM, PART #8093027 MFG.DZ (OR EQUAL). CREW CAB PART #8035012 MFG.DZ (OR EQUAL), CLASS III TRAILER HITCH 3" PINTLE AND 2" BALL COMBINATION RECEIVER.

PAINTINGS:

DETAIL/DECORATIVE STRIPES WITH LOGO;
WIDTH: SHALL BE 1" WITH TAPER AT FRONT OF HOOD;
WVDOH LOGO (TO BE SUPPLIED BY WVDOH); (BLACK AND WHITE COPY) AND IS APPROXIMATELY 7" TALL BY 7" WIDE AREA BEHIND LOGO AND WITHIN 1/2" OF LOGO IS NOT TO BE STRIPED. STRIPES SHOULD BE CUT TO FOLLOW CONTOUR OF LOGO, IN LIEU OF STRAIGHT CUT.

STRIPING MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D4956-91 TYPE V SHEETING, A SUPER HIGH-INTENSITY RETROFLECTIVE SHEETING CONSISTING OF MICRO PRISMATIC RETROFLECTIVE ELEMENTS. THE CONSPICUITY SHEETING MUST MEET THE REQUIREMENT OF NHSTA, DOT, 49CFR, PART 571 FEDERAL MOTOR VEHICLE SAFETY STANDARDS FOR CONSPICUITY SHEETING AND BE "DOT APPROVED."

THE SHEETING FOR BOTH APPLICATIONS ABOVE SHALL NOT BE MORE THAN 0.008 INCH THICK HAVING APPROXIMATELY 47,000 MICRO PRISMS PER SQUARE INCH AND SHALL COME WITH AN AGGRESSIVE HIGH TACK PRESSURE SENSITIVE ADHESIVE, REFLECTIVE OR EQUIVALENT.

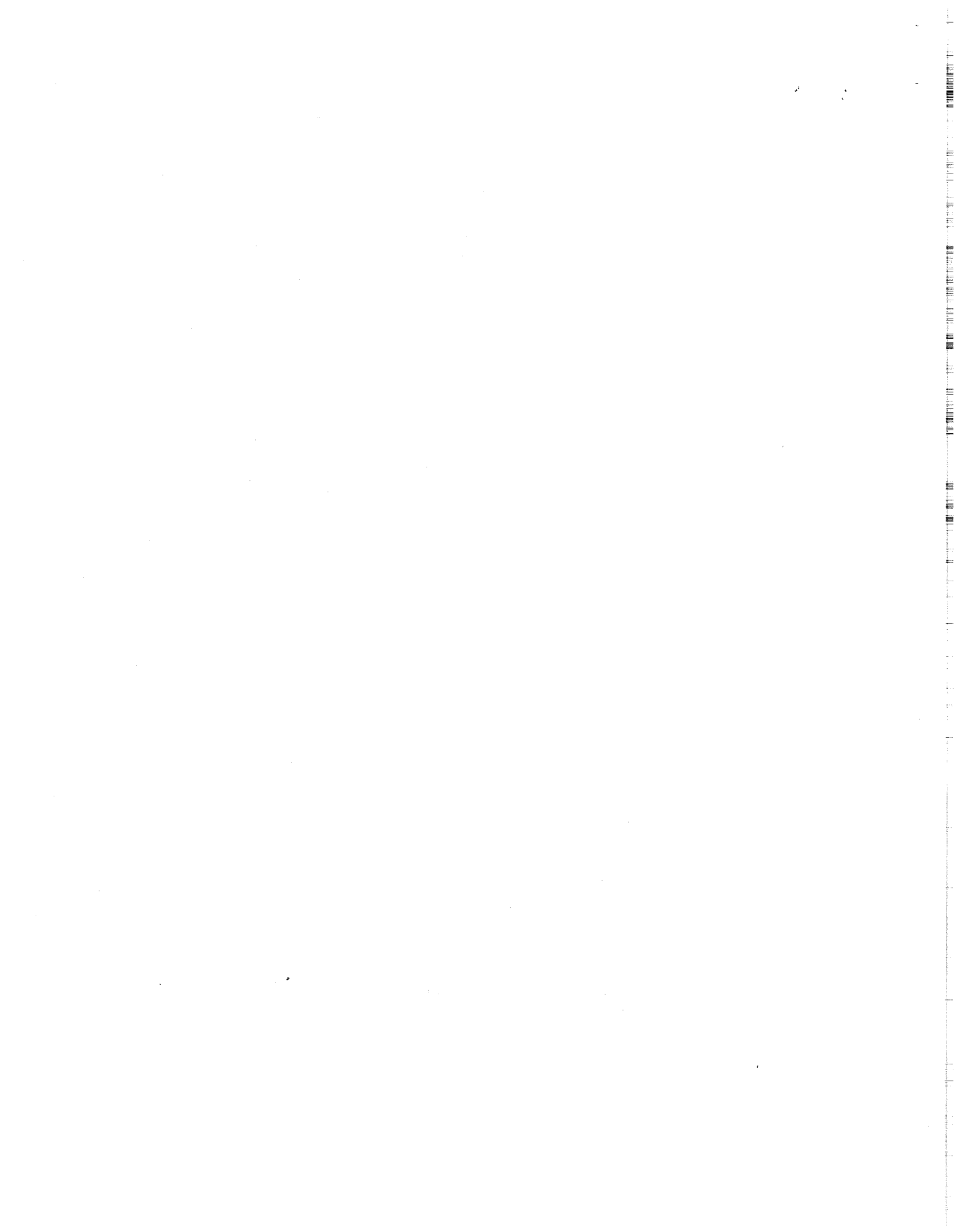
UPPER STRIPE COLOR: DARK BLUE

LOWER STRIPE COLOR: LIGHT GOLD

SUCCESSFUL VENDOR SHOULD CONSULT WITH AGENCY PERSONNEL ON PROPOSED STRIPING BEFORE PLACING ORDER WITH MANUFACTURER.

IN ORDER TO TEST THE ADHESIVE QUALITY OF THE PAINT, THE DOH MAY AT ITS OPTION, REQUIRE THAT THE VENDOR MEASURE ADHESION BY THE CRITERIA SET FORTH IN ASTM D3359-74, METHOD B. A RATING OF LESS THAN 4 OR THIS TEST WOULD BE DEEMED UNACCEPTABLE.

MANUFACTURER'S STANDARD PLANT PAINTING PROCEDURES FOR CLEANING, DE-GREASING, PREPARING PRIMING AND PAINTING ARE SUFFICIENT TO MEET THE REQUIREMENTS FOR PAINTING OF CAB (WHITE) AND CHASSIS (BLACK). CAB WILL NOT BE PAINTED WHITE OVER TOP OF ANOTHER FINISH COLOR.



MV05
070-93-33-000

CLASS 33: TRUCK, CHASSIS CAB, 4-WHEEL DRIVE, DIESEL ENGINE
17500 GVWR, DUAL REAR WHEELS, (ESTIMATED QUANTITY 10)

DELIVERY: 8 to 12 weeks

BRAND: GMC

MODEL NAME: C4500

MODEL NO.: C4C044

REQUIREMENTS: (DUAL REAR WHEELS)

ENGINE:

8 CYL. 6.0 TURBO DIESEL

TRANSMISSION:

AUTOMATIC

STEERING:

POWER

BRAKES:

POWER/ABS

RADIO:

AM/FM

GLASS:

ALL TINTED

MIRRORS:

LEFT & RIGHT OUTSIDE

LICENSE PLATE MOUNTS:

FRONT & REAR

DUAL REAR WHEELS:

INSTALLED

TIRES:

ALL SEASON LOAD RANGE D

SPARE TIRE:

FULL SIZE WITH JACK

FUEL TANK:

20 GALLON MINIMUM

AIR CONDITIONING:

INSTALLED

2WD

PRICE EACH 141"WB 60" C/A

PRICE EACH 165"WB 84" C/A

PRICE EACH 141"WB 60" C/A W/DOH PACKAGE: \$ 27,849.00

PRICE EACH 165"WB 84" C/A W/DOH PACKAGE: \$ 27,986.00

OPTIONS:

OFF ROAD PACKAGE INCLUDING LIMITED SLIP REAR END*

263.16

1. AXLE - TRAC-LOK DIFFERENTIAL

263.16

2. SKID PLATE GROUP

N/A

3. SUSPENSION - HEAVY DUTY W/GAS SHOCKS

STD

4. ALL TERRAIN TIRES

STD

5. ENGINE COOLING HEAVY DUTY

STD

AM/FM W/CASSETTE:

129.00

SHOP/SERVICE MANUAL:

200.00

BACK-UP ALARM:

79.12

TILT WHEEL AND CRUISE CONTROL

173.72

HD SUSPENSION - GVWR:

STD

GASOLINE ENGINE: 6.8 LITER V10: DEDUCT

(5478.00)

MANUAL TRANSMISSION W/OVERDRIVE: DEDUCT

(960.62)

SLIDE REAR WINDOW:

110.08

FLAT BED 141" EACH:

2553.00

FLAT BED 165" EACH:

2923.00

DUMP BED 141" EACH:

DUMP BED 165" EACH:

EXTERIOR COLORS:

UPON AWARD

CD PLAYER:

231.34

SIDE AIR BAGS:

N/A

FOB OTHER THAN METRO CHARLESTON: PER MILE

.30c

FOB DEALERSHIP: DEDUCT

-0-

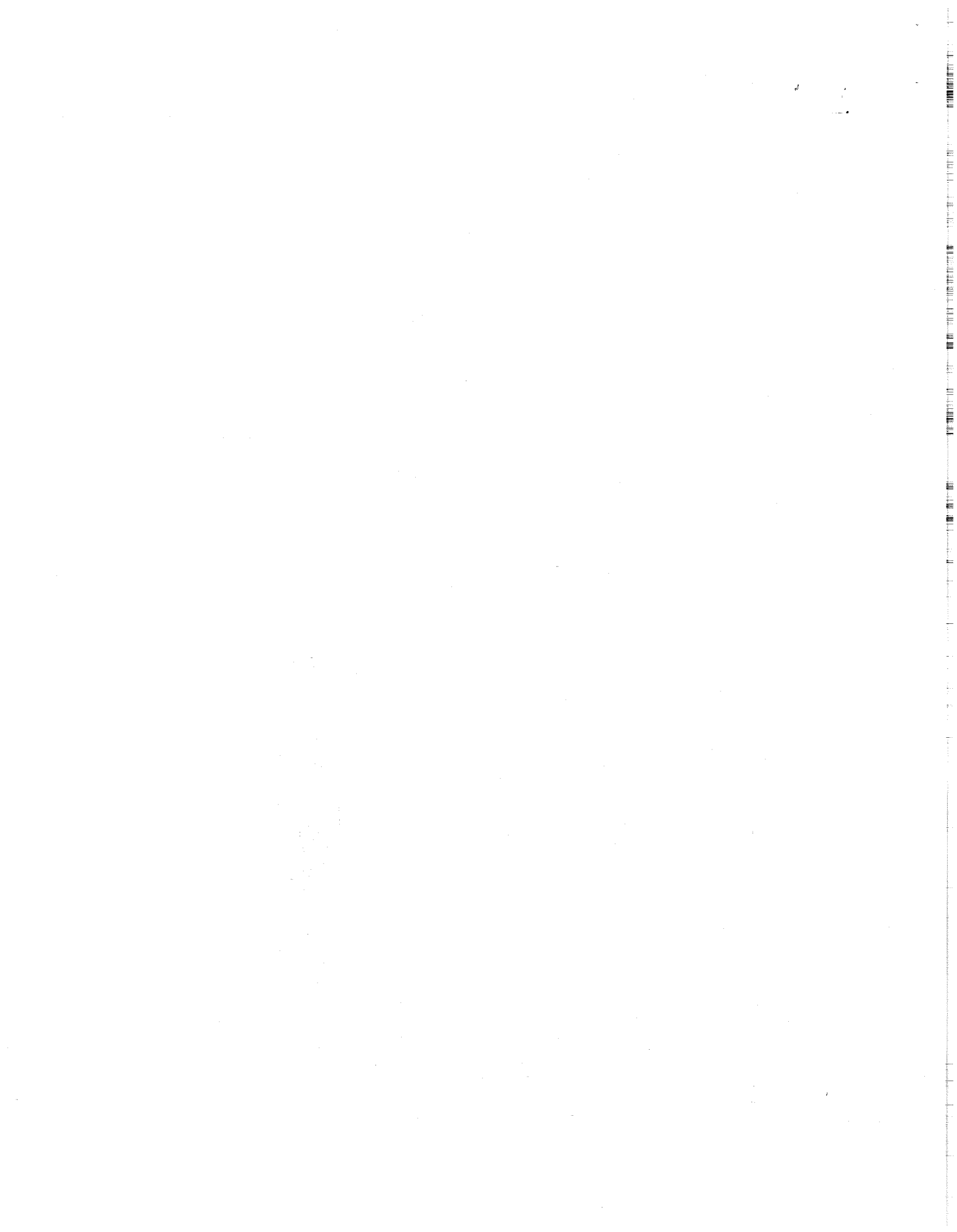
AVAILABLE AXLE RATIOS: 1) _____

2) _____

3) _____

*Total Package 1 through 5

DOH PACKAGE SEE PAGES _____



SPECIFICATIONS FOR FLAT BED AND DUMP BED AND UTILITY BODY ARE LISTED BELOW:

FLAT BED:

60" CA

9'3" LONG X 95-3/4" WIDE PLATFORM WITH PINE FLOOR
36" HIGH TAPERED STEEL BULKHEAD WITH SCREEN WINDOW
ICC BUMPER, LIGHTS AND RUBBER MUD FLAPS

84" CA

12'3" LONG X 95-3/4" WIDE PLATFORM WITH PINE FLOOR
36" HIGH TAPERED STEEL BULKHEAD WITH SCREEN WINDOW
ICC BUMPER, LIGHTS AND RUBBER MUD FLAPS

DUMP BODY:

60" CA, 83W GALION DUMP BODY OR APPROVED EQUAL
8'6" LONG X 84" INSIDE WITH, 12" SIDES, 22" TAILGATE
1/2 X 84" CAB SHIELD

PF524DA - 12 TON GALION PTO HYDRAULIC HOIST-MANUAL TRANSMISSION
CF411DAE - 7.6 TON GALION ELECTRIC/HYDRAULIC PUSH BUTTON CONTROL HOIST -AUTOMATIC
TRANSMISSION, STEEL MUD/SNOW SHIELDS MOUNTED IN FRONT OF REAR WHEELS, RUBBER MUD
FLAPS AT REAR OF REAR WHEELS.

84"CA

84W GALLON DUMP PACKAGE OR APPROVED EQUAL
10'6" LONG, 84" INSIDE WITH, 12" SIDES, 22" TAILGATE
1/2 X 84" CAB SHIELD

PF524DA - 10.5 TON GALION PTO HYDRAULIC - MANUAL TRANSMISSION OR APPROVED EQUAL
CP511DAE - 6.1 TON GALION ELECTRIC/HYDRAULIC PUSH BUTTON CONTROL HOIST-AUTOMATIC
TRANSMISSION, STEEL MUD/SNOW SHIELDS MOUNTED IN FRONT OF REAR WHEELS, RUBBER MUD
FLAPS AT REAR OF REAR WHEELS.

UTILITY BODY: 108ADW READING UTILITY BODY OR APPROVED EQUAL

108" L X 93" W X 50" 50"W X 21.5"D COMPARTMENT, 40.75" VERTICAL BODY HEIGHT
RECESSED 4" ROUND TAILLIGHTS WITH RUBBER GROMMETS AND OEM STYLE WIRING HARNESS
(PLUG IN)

TREAD PLATE REAR STEP BUMPER APPROXIMATELY 8" STEP
STANDARD UTILITY BODY SHELVING PACKAGE
PAINTED TO MATCH CAB

MARKER LIGHTS, RELECTORS, AND REAR MUDFLAPS SHALL MEET FMVSS STANDARDS.

OPTIONS:

RIGHT REAR COMPARTMENT REINFORCED FOR 16,000 FT. LB. CRANE (4,000 LB CRANE)
REMOVABLE MEDIUM DUTY (JACK LEG TYPE) OUTRIGGER WITH SCREW BASE ON RIGHT SIDE.
AUTOCRANE 2703PR14 (OR EQUAL) TO BE INSTALLED ON RIGHT REAR OF UTILITY BODY WITH
CRANE REINFORCEMENT.

DOH PACKAGE WHERE LISTED TO INCLUDE THE FOLLOWING ITEMS: (CLASS 20 & 23 ONLY)

BAR LIGHTS, PART# 776A PETERSON OR EQUAL, CAB MOUNTED, VISIBLE FROM 360°
RUNNING BOARDS ALUMINUM, CLASS III TRAILER HITCH WITH 3" PINTLE BALL & 2" BALL
COMBINATION RECEIVER.



PAINTINGS:

DETAIL/DECORATIVE STRIPES WITH LOGO;
WIDTH: SHALL BE 1 INCH WITH TAPER AT FRONT OF HOOD
WVDOH LOGO (TO BE SUPPLIED BY WVDOH (BLACK AND WHITE COPY) AND IS APPROXIMATELY 7"
TALL BY 7" WIDE AREA BEHIND LOGO AND WITHIN 1/2" OF LOGO IS NOT TO BE STRIPED. STRIPES
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UPPER STRIP COLOR: DARK BLUE

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THIS IS REQUIRED FOR CLASSES 20 & 33





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 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

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			RECEIPT TICKET FOR PURCHASE ORDER:				MV05C
			DESCRIPTION				QTY DATE
0001		070-06-01-000	2005 MODEL VEHICLES				_____
		SIGNATURE _____			DATE _____		

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

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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.