



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. MV05E

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 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

C O N T R A C T

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

AGENCY COPY

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

P O R D E R

*C23143240 304-562-3005
 HURRICANE CHEVROLET INC
 200 SATURN WAY

 HURRICANE WV 25526

S H I P T O

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
03/18/2005		NET 30		550770794	
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		
			REMOVE CLASS 6 - S-10 BLAZER FROM THIS CONTRACT. AND THIS CLASS VEHICLE WILL BE AWARDED TO MV05A. MANUFACTURER HAS DISCONTINUED THE BLAZER.		
			*****NO ADDITIONAL CHANGES*****		
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

MAR 23 2005

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 3-21-05 b94

Dwayne 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 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 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.



200 Saturn Way
 Hurricane, WV 25526
 phone: (304) 562-3005
 fax: (304) 562-3105
 www.HurricaneChevrolet.com

RECEIVED

2005 FEB 18 PM 1:03

PURCHASING DIVISION
 STATE OF WV

DEPT. OF ADMINISTRATION
 PURSHASING DIVISION
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305

ATTN: BETTY FRANSICO

DEAR BETTY,

DUE TO THE EARLY BUILD-OUT SCHEDULE FOR THE CLASS 6, UTILITY, 4 WHEEL DRIVE, 4DR S-10 BLAZER ON MVO5 GENERAL MOTORS WILL NOT BUILD THESE VEHICLES. I HAVE TRIED TO GET A REVERSAL ON THEIR DECISION BUT HAVE BEEN UNSUCCESSFUL IN MY ATTEMPTS. HOWEVER A DECISION WAS MADE TO OFFER THE 2005 CHEVROLET TRAILBLAZER AS A REPLACEMENT VEHICILE FOR THE S-10 BLAZER. THE TRAILBLAZER DOES MEET SPECIFICATIONS PER STATE CONTRACT AND WILL BE OFFERED TO ALL STATE AGENCIES AND MUNICIPALITIES AT THE SAME CONTRACT PRICE. THIS WOULD BE AT DEALER COST AS THE S-10 BLAZER. A LETTER FROM MY FLEET ACCOUNT EXECUTIVE IS TO FOLLOW I APPOLIGIZE FOR ANY INCONVENIENCE THIS HAS CAUSED. SPECIFICATIONS ARE ENCLOSED.

THANK YOU

DAVID HULL
 FLEET SALES MANAGER

~~RECEIVED~~
~~05 JAN - 9 PM 1:01~~
~~PURCHASING DIVISION~~
~~STATE OF WV~~



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER			
			RECEIPT TICKET FOR PURCHASE ORDER:		MV05E	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE
0001	070-06	-01-000	2005 MODEL VEHICLES			
		SIGNATURE		DATE		

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE