



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

# Purchase Order

<b>PURCHASE ORDER NO.</b>
MV06B

<b>PAGE</b>
1

<b>BLANKET RELEASE</b>
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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

<b>CHANGE ORDER</b>
1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

**AGENCY COPY**

**I N V O I C E T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

**V E N D O R**  
 \*709044554      304-624-7611  
 COUNTRY CLUB CHRYSLER PLY DODG  
 PO BOX 2321  
 ROUTE 19 SOUTH  
 CLARKSBURG WV 26301

**S H I P T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

<b>DATE PRINTED</b> 11/22/2005	<b>TERMS OF SALE</b> NET 30	<b>FEIN/SSN</b> 550567749	<b>FUND</b>
<b>SHIP VIA</b> BEST WAY	<b>F.O.B</b> DESTINATION	<b>FREIGHT TERMS</b> PREPAID	<b>ACCOUNT NUMBER</b> MUL-MUL

LINE	QUANTITY DELIVERY DATE	UOP CAT. NO.	VENDOR ITEM NO. ITEM NUMBER	UNIT PRICE	AMOUNT
			CHANGE ORDER #01		
	THIS CHANGE ORDER IS TO ADD OPTIONS AVAILABLE ON CLASS 7 PER THE ATTACHED LETTER FROM VENDOR DATED NOVEMBER 21, 2005.				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED  
 NOV 28 2005  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *BS 11-22-05*

OPEN END  
**TOTAL**

*Samuel 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 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



NOVEMBER 21, 2005

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

ATTENTION: BETTY FRANCISCO

SUBJECT: CLASS-7 REQUESTED & ON LISTED ON CONTRACT

THE FOLLOWING OPTION HAVE BEEN REQUESTED BY 2 DIFFERENT AGENCY'S ON CLASS 7

3:92 AXLE RATIO---\$38.00 By Director of Homeland Security WV

5.7 L ENGINE ----\$2945.00 INCLUDES 2 SPEED TRANSFER CASE & SLT PACKAGE THAT IS REQUIRED. Ask For By Weirton Fire Dept.

I CERTIFY THESE TWO OPTIONS ARE AT DEALER COST

IF YOU HAVE ANY QUESTIONS PLEASE CALL ME ANYTIME.

SINCERELY

A handwritten signature in black ink, appearing to read "Donald R. McNemar". The signature is written in a cursive style and is followed by a long horizontal line.

DONALD R. McNEMAR  
BUSINESS LINK MANAGER

PURCHASING DIVISION  
STATE OF WV

2005 NOV 22 A 9: 36

RECEIVED



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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<b>CHANGE ORDER</b> 1
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INVOICE TO

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

VENDOR

\*709044554      304-624-7611  
 COUNTRY CLUB CHRYSLER PLY DODG  
 PO BOX 2321  
 ROUTE 19 SOUTH  
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SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		MV06B
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY      DATE
0001		070-06-01-000		STATEWIDE CONTRACT FOR 2006 MODEL V	
		SIGNATURE _____		DATE _____	

IF 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