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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. MV06B

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 2

> SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

S H I P

T O

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

T *709044554 304-624-7611 COUNTRY CLUB CHRYSLER PLY DODG HZDOR PO BOX 2321 ROUTE 19 SOUTH

26301

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

ALL STATE AGENCIES

CLARKSBURG WV

BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/16/2005	NET 30	550567749	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE QUANTITY DELIVERY DATE	UOP VENDOR ITEM NO CAT. NO. ITEM NUMBER	1311 B)B)(63 =	AMOUNT
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APPROVED AS TO FORM BY

ASSISTANT ATTORNEY GENERAL

FRANCISCO

TOTAL

304-558-0468

9 PURCHASING DÍVISION 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.
- 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.

CLASS 24 VAN Mini Passenger, Front Wheel Drive, 110" Wheelbase

Vendor Name: COUNTRY CLUB CHRYSLER DODGE Manufacturer / Brand DODGE &DODGE SPRINTER Delivery 90-120 DAYS Model Name & Number CARAVAN SE / RSKL52 304-624-7511 1-800-424-7611 DON McNEMAR FAX 304-624-5428 Standard Equipment Requirements: MIN: 180 HP 165 TORQUE Engine Transmission Automatic Steering Power Brakes Power/ABS Radio AM/FM Glass All Tinted Mirrors Left & Right Outside - 5" x 8" Minimum License Plate Mounts Front & Rear Seating 7 Passenger Tires All Season Spare Tire Included - w/Jack Rear Window Wiper/Defogger installed Floor Mats installed Air Conditioning installed Double Side & Rear Doors Loading Doors w/Glass Price Fach Gasoline \$14,272.00 Price Each CNG_ FLEX FUEL IF ACCEPTIABLE \$14,472.00 Options: 1 AM/FM w/Cassette N/A 2 AM/FM w/ CD Player STANDARD 3 Shop/Service Manual \$295.00 4 CD Service Manual \$80.00 5 Tilt Wheel & Cruise Control INCLUDES POWER WINDOWS & LOCKS ONLY \$642.00 WITH IMMOBILIZER \$264.00 Keyless Entry **Extended Wheel Base** 7 **GRAND CARAVAN** \$2,071.00 8 All Wheel Drive N/A 9 Sunscreen Glass \$396.00 10 Rear Heat and Air \$620.00 **GRAND CARAVAN ONLY** 11 Drivers Side Sliding Door STANDARD \$642.00 CARAVAN \$695.00 GRAND 12 Power Windows, Locks, Power Heated Mirrors 13 Side Air Bags \$524.00 14 Stow N Go Seating **GRAND CARAVAN ONLY** \$656.00

CARAVAN ONLY

CARAVAN ONLY

Additional Information:

18 FOB Dealership: (Deduct)

16 Delete Center Row Seats (Deduct)

19 FOB Other than Metro Charleston - Per Mile

17 Delete Third Row Seats (Deduct)

15 Exterior colors

COLORS: SILVER, BLACK ,BUTANE BLUE, MAGNESIUM, MIDNIGHT BLUE, WHITE

EXTRA COST COLORS: INFERNO RED \$198.00 LINEN GOLD-\$132.00

-\$106.00

-\$106.00

-\$35.00

\$1.30

LISTED BELOW



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Department of Administration
Purchasing Division
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IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL