

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

Purchase Order

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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 3

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

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

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*709044554 304-624-7611 COUNTRY CLUB CHRYSLER PLY DODG PO BOX 2321 ROUTE 19 SOUTH CLARKSBURG WV 26301

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/20/2006 SHIP VIA	NET 30	550567749	
AL	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY QUANTITY	DESTINATION UOP VENDORITEM N		MUL-MUL
LINE DELIVERY DATE			AMOUNT
THIS CHANGE CLASS 24 PER JANUARY 18,	CHANGE ORD ORDER IS TO CLARIF THE ATTACHED LETT 2006. ***NO ADDITIONAL C	PY OPTIONS AVAILABLE OF FROM VENDOR DATED CHANGES*********	N
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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BETTY Ž PURCHASING DIVISION AUTHORIZED SIGNATURE

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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.

Country Club Chrysler Dodge Sprinter P. O. Box 2321 (Route 19 South) Clarksburg, WV 26302-2321 (304) 624-7611

Wednesday, January 18, 2006

Mrs. Betty Francisco, Senior Buyer West Virginia Department of Administration Purchasing Division P. O. Box 50130 Charleston, WV 25305-0130

Re: Change Order Needed to Clarify Class 24 Options Charges

Dear Mrs. Francisco:

In order to make the confusing options charges for Class 24 Minivans more clear, please make the following change order:

When ordering the standard, short wheelbase minivan, Caravan, body model code designation RSKL52, in order to equip the minivan with Tilt Wheel & Speed Control, you must order the Popular Equipment Group, which also includes Power Door Locks and Power Windows. The option charge for this on the Short Wheelbase Caravan is \$642.

When ordering the extended wheelbase minivan, Grand Caravan, body model code designation RSKL53, the standard equipment that comes with the vehicle from the manufacturer differs from that of the short wheelbase. It includes Tilt Wheel and Speed Control as part of the long wheelbase upgrade price of \$2,071.00. The Power Convenience Group, includes Power Windows, Power Door Locks and Power Heated Exterior Mirrors, and has an option upgrade charge of \$695.

Therefore, in order for the two vans to be as closely equipped to one another as possible, if one were to order a Caravan with Tilt Wheel & Speed Control which also comes with Power Windows and Door Locks. Then, in order to have a similarly equipped Grand Caravan, one would have to order the Power Convenience Group for that long wheelbase minivan.

I hope this clarifies the options charges for Class 24 Vans for the 2006 State Bid Contract. Thank you for your assistance & continuing professionalism.

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Cordially,
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Pat Waske, Fleet Sales

Country Club Chrysler Dodge Sprinter

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

Vendor Name: RYSLER TOODGE DODGE Manufacturer / Brand ODGE SPRINTER 90-120 DAYS Delivery ADVERSIDE WY Model Name & Number CARAVAN SE / RSKL52 304-624-7611 1-800-424-7611 DON McNEMAR FAX 304-624-5428 Standard Equipment Requirements: MIN: 180 HP 165 TORQUE Engine Transmission Automatic Power Steering Power/ABS Brakes Radio AM/FM All Tinted Glass Left & Right Outside - 5" x 8" Minimum Mirrors License Plate Mounts Front & Rear 7 Passenger Seating All Season Tires Spare Tire Included - w/Jack Rear Window Wiper/Defogger Installed Floor Mats Installed installed Air Conditioning Double Side & Rear Doors Loading Doors w/Glass \$14,272.00 Price Each Gasoline Price Each CNG_ FLEX FUEL IF ACCEPTIABLE \$14,472.00 Options: 1 AM/FM w/Cassette STANDARD 2 AM/FM w/ CD Player \$295.00 3 Shop/Service Manual \$80.00 4 CD Service Manual SHORT WHERE BASE ON 5 Tilt Wheel & Cruise Control INCLUDES POWER WINDOWS & LOCKS ONLY \$642.00 \$264.00 WITH IMMOBILIZER Kevless Entry \$2,071.00 **GRAND CARAVAN Extended Wheel Base** N/A 8 All Wheel Drive \$396.00 Sunscreen Glass \$620.00 GRAND CARAVAN ONLY 10 Rear Heat and Air STANDARD 11 Drivers Side Sliding Door 12 Power Windows, Locks Power Heated Mirrors (NCLUDES TILT OCHUSE ON SHOPT WHOLE BASE) \$64

13 Side Air Bags (NOT 9UATE ON SWA) \$642.00 CARAVAN \$695.00 GRAND \$524.00 13 Side Air Bags GRAND CARAVAN ONLY \$656.00 14 Stow N Go Seating LISTED BELOW 15 Exterior colors -\$106.00 CARAVAN ONLY 16 Delete Center Row Seats (Deduct) -\$106.00 **CARAVAN ONLY** 17 Delete Third Row Seats (Deduct) -\$35.00 18 FOB Dealership: (Deduct) \$1.30 19 FOB Other than Metro Charleston - Per Mile Additional Information: COLORS: SILVER, BLACK ,BUTANE BLUE, MAGNESIUM, MIDNIGHT BLUE, WHITE EXTRA COST COLORS: INFERNO RED \$198.00 LINEN GOLD-\$132.00

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