



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>
MV06E

<b>PAGE</b>
1

<b>BLANKET RELEASE</b>
00

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

**AGENCY COPY** SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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VENDOR TO	*709040521      304-927-2490 JACK GARRETT FORD INC PO BOX 28  SPENCER WV 25276
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SHIP TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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<b>DATE PRINTED</b>	<b>TERMS OF SALE</b>	<b>FEIN/SSN</b>	<b>FUND</b>
11/21/2005	NET 30	550433331	
<b>SHIP VIA</b>	<b>F.O.B</b>	<b>FREIGHT TERMS</b>	<b>ACCOUNT NUMBER</b>
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #01		
			DELETE CLASS 17 FROM THIS PURCHASE ORDER (SEE ATTACHED LETTER).		
			REVISED MV06E SYNOPSIS IS ATTACHED (REV. 11/21/05).		
			*****NO ADDITONAL CHANGES*****		
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

NOV 22 2005

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

*1087 11-21-05*

OPEN END

**TOTAL**

*Dwayne 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 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.

Jack Garrett

Ford

November 7, 2005

Purchasing Dept  
State of West Virginia

Re: MV06 Bids

Please remove class 14 from our bids due to financial hardship. If you have any questions, please let me know.

Sincerely yours,

*Pam Berkhouse*

Pam Berkhouse

RECEIVED  
2005 NOV -9 A 9:16  
Pam Berkhouse

MV06E	JACK GARRETT FORD	
CLASS	MODEL	PRICE
CLASS 1 - AUTO (GAS)	FOCUS ZX4	\$ 10,954.80
CLASS 4 - AUTO (FAS)	CROWN VICTORIA SEDAN	\$ 19,291.00
CLASS 6 - AUTO (GAS)	EXPLORER XLS	\$ 19,766.35
CLASS 9 - TRUCK (GAS)	RANGER XL	\$ 10,205.00
CLASS 20A - TRUCK (DIESEL) 137" WB 60"	F-350 CHASSIS CAB	\$ 23,170.15
CLASS 20A - TRUCK (DIESEL) 161" WB 84"	F-350 CHASSIS CAB	\$ 23,338.15
CLASS 21 - TRUCK (GAS)	F-250 4X4 XL	\$ 17,652.00
CLASS 22 - VAN (GAS) RWD	E150 XL	\$ 13,352.00
CLASS 23 - VAN, CARGO (GAS)	D250 SUPER CARGO	\$ 14,735.60
CLASS 25 - VAN (GAS)	E150 XL WAGON	\$ 15,396.60
CLASS 26 - VAN (GAS)	E150 XL WAGON	\$ 17,246.60



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

VENDOR

\*709040521      304-927-2490  
 JACK GARRETT FORD INC  
 PO BOX 28  
 SPENCER WV 25276

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 AND POLITICAL SUBDIVISIONS  
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SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		MV06E
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