



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.**  
 MV07E

**PAGE**  
 1

**BLANKET RELEASE**  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

**CHANGE ORDER**

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

**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**

\*C23143240      304-562-3005  
 HURRICANE CHEVROLET INC  
 200 SATURN WAY  
 HURRICANE WV 25526

**S H I P T O**

## AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/19/2006		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				
			BLANKET OPEN-END STATEWIDE CONTRACT				
	<p>THIS CONTRACT IS TO SUPPLY 2007 MOTOR VEHICLES (OR CURRENT MODEL YEAR) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED LIST OF VEHICLE CLASSES AWARDED THROUGH THIS CONTRACT.</p> <p>THIS AWARD IS PER THE FOLLOWING:            1. REQUESTS FOR QUOTATION DATED 8/15/06 AND ALL ADDENDA THERETO            2. SPECIFICATIONS, FOUR PAGES, DATED 8/16/06            3. VENDOR'S BID DATED 9/15/06</p> <p>ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE SUBMITTED TO THE PURCHASING DIVISION FOR PROCESSING.</p> <p>AGENCY REQUESTS SHOULD BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH TYPE OF VEHICLE ORDERED. SEE THE ATTACHED</p>						
						<p>WV STATE PURCHASING DIVISION            ADMINISTRATION UNIT            CERTIFIED ENCUMBERED</p> <p>OCT 31 2006</p> <p><i>Beverly Toler</i></p>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *10/19/06*

OPEN END

**TOTAL**

*Approved for one fiscal year*  
*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468  
 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.



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CHANGE ORDER

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

010-000-1

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

VENDOR

\*C23143240      304-562-3005  
 HURRICANE CHEVROLET INC  
 200 SATURN WAY  
 HURRICANE WV 25526

SHIP TO

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 AND POLITICAL SUBDIVISIONS  
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10/19/2006	NET 30	550770794			
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BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	FORM.)				
	POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.				
	10/31/2006	EA	070-06-01-000	.00000	
	2007 (OR CURRENT MODEL YEAR) MOTOR VEHICLES				
	EXHIBIT 2				
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 25, 2006, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING THIRTY (30) DAYS WRITTEN NOTICE.				
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.				
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL				

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



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
	CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
	OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMME- DIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).						
	QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIES BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						

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**TOTAL**

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>							

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<b>MV07E</b>	<b>HURRICANE CHEVROLET</b>	
<b>CLASS</b>	<b>MODEL</b>	<b>PRICE</b>
CLASS 2	MALIBU, GAS 1ZS69	\$ 14,488.00

CLASS 2 AUTOMOBILE  
 Midsize, 4 Door Sedan  
 Front Wheel Drive, Wheelbase 104"

070-06-02-000

Vendor Name:

Manufacturer / Brand	<u>Chevrolet</u>
Delivery	
Model Name & Number	<u>Malibu 1ZS69</u>

Standard Equipment Requirements:

Engine	<u>217 HP 217 TORQUE 3.5 V6</u>
Transmission	<u>Automatic</u>
Steering	<u>Power</u>
Brakes	<u>Power/ABS</u>
Radio	<u>AM/FM</u>
Glass	<u>All Tinted</u>
Mirrors	<u>Left &amp; Right Outside</u>
License Plate Mounts	<u>Front &amp; Rear</u>
Tires	<u>All Season</u>
Spare Tire	<u>Included - w/Jack</u>
Rear Window/Defogger	<u>Installed</u>
Front Seat	<u>Bucket</u>
Air Conditioning	<u>Installed</u>
Floor Mats	<u>Installed</u>

Price Each Gasoline \$ 14,488.00

	EPA HGWAY	EPA CITY
	32	22

CODE                      ADDITIONAL OPTIONS

PCY      Front seating package includes heated driver and front passenger seats and 6 way power driver seat adjuster, also includes driver and passenger seat back map pockets and driver manual lumbar control (requires Cashmere custom cloth or light gray custom.) \$ 452.35

AYO      Air bags, dual-stage frontal and side impact, driver and right front passenger and head curtain side impact, front and rear outboard seating positions awith passenger sensing system. \$ 244.85

FOB Other than Metro Charleston - Per Mile \$ 1.65

VEHICLE ORDER FORM

VENDOR NAME: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

MODEL NAME & NUMBER \_\_\_\_\_

Enter Base Price:

Price Each Gasoline \$ \_\_\_\_\_  
 Price Each Bi-Fuel \$ \_\_\_\_\_  
 Price Each Dedicated CNG \$ \_\_\_\_\_  
 Price Each Diesel \$ \_\_\_\_\_  
 Price Each Flex Fuel \$ \_\_\_\_\_  
 Price Each FFV / E-85 \$ \_\_\_\_\_

BASE PRICE \$

**OPTIONS**  
List each option and cost

1 \_\_\_\_\_ \$ \_\_\_\_\_  
 2 \_\_\_\_\_ \$ \_\_\_\_\_  
 3 \_\_\_\_\_ \$ \_\_\_\_\_  
 4 \_\_\_\_\_ \$ \_\_\_\_\_  
 5 \_\_\_\_\_ \$ \_\_\_\_\_  
 6 \_\_\_\_\_ \$ \_\_\_\_\_  
 7 \_\_\_\_\_ \$ \_\_\_\_\_  
 8 \_\_\_\_\_ \$ \_\_\_\_\_  
 9 \_\_\_\_\_ \$ \_\_\_\_\_  
 10 \_\_\_\_\_ \$ \_\_\_\_\_  
 11 \_\_\_\_\_ \$ \_\_\_\_\_  
 12 \_\_\_\_\_ \$ \_\_\_\_\_  
 13 \_\_\_\_\_ \$ \_\_\_\_\_  
 14 \_\_\_\_\_ \$ \_\_\_\_\_  
 15 \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL OPTIONS \$

**DEDUCTS**  
List each deduct below:

1 \_\_\_\_\_ \$ -  
 2 \_\_\_\_\_ \$ -  
 3 \_\_\_\_\_ \$ -  
 4 \_\_\_\_\_ \$ -  
 5 \_\_\_\_\_ \$ -

TOTAL DEDUCTS \$ -

A   
 \$ \_\_\_\_\_  
 (Price per vehicle)  
 (Base + Options - Deducts)

B   
 QUANTITY ORDERED

GRAND TOTAL  
 \$ \_\_\_\_\_

A x B = C





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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:				MV07E
LINE	CATNO	ITEM	NUMBER		DESCRIPTION		QTY      DATE
0001	070-06	01-000	2007 (OR CURRENT MODEL YEAR) MOTOR				_____
			SIGNATURE _____		DATE _____		

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