

Purchase Order



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

PURCHASE ORDER NO. MV08D

PAGE 1

BLANKET RELEASE 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.

CHANGE ORDER 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

OFFICE OF THE COMPTROLLER

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

AGENCY COPY

OFFICE OF THE COMPTROLLER

*709042838 304-845-5070
 GLEN DALE MOTOR CO
 1500-1502 WHEELING AVENUE
 GLEN DALE WV 26038

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
SHIP VIA		FOB	FREIGHT TERMS		ACCOUNT NUMBER
LINE	QUANTITY	UOP	VENDOR ITEM NO.		AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	10/30/2007		NET 30	550758526	
	BEST WAY		DESTINATION	PREPAID	MUL-MUL
			CHANGE ORDER #02		
			TO ADD CLASS 34 ALTERNATE		
			THIS AWARD ALTERNATE SHALL ONLY BE USED IF PURCHASE REQUIRES TOW HOOKS AND/OR SKID PLATES WITH PRIOR APPROVAL BY OFFICE OF DIRECTOR.		
			REVISED AWARDED CLASSES ATTACHED.		
			*****NO ADDITIONAL CHANGES*****		
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		
					PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 31 2007 <i>Beverly Toler</i>
					OPEN END
					TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/30/07*

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Dan Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**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 may be deemed null and void, and 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.

MV08D	Glen Dale Motor Co.	
CLASS	MODEL	PRICE
CLASS 24	UPLANDER, FWD, 7 PASSENGER, GAS, V6 , CU11416	\$ 18,078.00
CLASS 31	MALIBU LS, GAS, 1ZG69	\$ 15,821.00
CLASS 32	IMPALA LS, GAS, 1WB19	\$ 15,471.00
CLASS 32	IMPALA LS,FLEX-FUEL, 1WB19	\$ 15,471.00
CLASS 34	NITRO, 4WD, GAS, U93	\$ 18,524.00
CLASS 34 - ALTERNATE (ONLY TO BE USED IF THE VEHICLE REQUIRED TO HAVE THE AVAILBLE OPTIONS OF: TOW HOOKS AND SKID PLATES	LIBERTY SPORT, UTILITY, 4WD, 4 DOOR, KKJL74	\$ 20,644.00



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CHANGE ORDER
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INVOICE TO

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

VENDOR

*709042838 304-845-5070
 GLEN DALE MOTOR CO
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 BY ORDER

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10/29/2007		NET 30		550758526			
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				
			RECEIPT TICKET FOR PURCHASE ORDER :			MV08D	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001	070	06-01-000	2008 (OR CURRENT MODEL YEAR) MOTOR				
			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