## **Purchase Order**

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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

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PURCHASE ORDER NO

MV08D

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.

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS** 

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

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**MYDOR** 

\*709042838

304-845-5070

GLEN DALE MOTOR CO

1500-1502 WHEELING AVENUE

GLEN DALE WV 26038

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 12/01/2007 30 550758526 F.O.B \*FREIGHT:TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP VENDOR ITEM NO LINE UNITPRICE AMOUNT DELIVERY DATE CAT NO. ITEM NUMBER CHANGE ORDER TO CORRECT CHANGE ORDER 2 BY ADDING THE PRICING SHEET THAT WAS INADVERTENTLY NOT INCLUDED FOR CLASS 34 -ALTERNATE SEE ATTACHED. **PURCHASING DIVISION CERTIFIED ENCUMBERED** DEC 52007 Beverly Toler PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==> OPEN END IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

3<del>04-558,</del>8802

BY\_

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

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 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 Viginia 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 34 AUTOMOBILE** UTILITY, 4 WHEEL DRIVE, 4 DOOR 4100 GVWR

Manufacturer / Brand	Chrysler- Jeep	_	
Delivery	<u>6-8 weeks</u>	_	
Model Name & Number	Liberty Sport H	KJL74	
		HP	HGWY
Standard Equipment Requirements:			
Engine 3.7 liter V6 Gasoline 3.7L	MIN: 150 HP 165 TORQUE	210	235
Transmission	Automatic		
Steering	Power		
Brakes	Power/ABS	_	
Radio	AM/FM	_	,
Glass	All Tinted	_	
Mirrors	Left & Right Outside	•	
License Plate Mounts	Front & Rear		
Fuel Tank	Standard	=	
Tires	All Season		
Spare Tire	Included - w/Jack	•	
Air Conditioning	Installed	•	
Front Seat	Bucket	•	
Floor Mats	Installed	- EPA	EPA
Rear Window Defogger	Installed	- HGWY	CITY
		21	15
Price Each Gasoline	\$ 20,644.00		
Engine Cooling - Heavy Duty Skid plate Group Suspension - Heavy Duty W/Gas Shocks	\$ Control, Electrons  \$ included  \$ 203.00  \$ included	- [	ff road pkg above
All Terrain Tires	\$ 252.00	-	
Tow Hooks included in Skid Plate	Gr. \$ 68.00		
AM/FM w/Cassette		\$ N/A	
AM/FM w/ CD Player		\$ includ	
Shop/Service Manual		⇒ N/A at	bid deadl
CD Service Manual	ard: Cruise requires	⇒ N/A at	bid dead1
_	lar Equipment Group	\$ N/A at \$ N/A at \$ 986.00 \$ N/A \$ includ \$ 446.00 \$ N/A \$ see he \$ -743.00	
	Tar Edgibmone greek	\$ N/A	_
Side Air Bag	1 to the construction of the third conserva-	\$ includ	
Tow Package	List items included in this group	\$ 446.00	)
2 Passenger Seating		\$ N/A	
Exterior colors		3 see he	low
Manual Transmission w/Overdrive (Deduct)	•		
Delete Floor Mats (Deduct)		\$ - 50.00	
FOB Dealership: (Deduct)		\$ - 10.00	
FOB Other than Metro Charleston - Per Mile	and the second s	\$ 1.59	)
Additional Information: Tow Pkg: Class 3 reciever Hitch,	7 pin wiring connec	tor, Full s	size spare,
The flow error damping		-	
Popular Equipment Group: Cruise	Control, Fog Lamps,	- nesh rruc (	, , , , , , , , , , , , , , , , , , , ,
Side Roof Rails, Cargo Cover	Disch Tafonno Dod	Light Cras	rstone.
Colors: Bright Silver, Brilliant	brack, Threeho Red,	nrone ora;	7/20/2006
Modern Blue, Stone White			

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CHANGE ORDER 4

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

GLEN DALE WV 26038

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

DATE PRINTED 12/01/2007	TERMS OF SALE NET 30	FEIN/SSN: -550758526	FUND:
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT: NUMBER MUL - MUL
LINE QUANTITY DELIVERY:DATE G	UOP VENDOR ITEM NO. CAT:NO: ITEM:NUMBER	UNIT PRICE	AMOUNT
	RECEIPT TICK	ET FOR PURCHASE ORDER	: MV08D
LINE CATNO ITEM	I NUMBER	DESCRIPTION	QTY DATE
0001 070-06	5-01-000 2008 (OR	CURRENT MODEL YEAR) M	OTOR
	SIGNATURE	DAT	E
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE			
			TOTAL