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.

CHANGE ORDER

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

*709042838 GLEN DALE MOTOR CO

BY ORDER

304-845-5070

1500-1502 WHEELING AVENUE

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

GLEN DALE WV 26038

ALL STATE AGENCIES

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

<u> </u>		(00000)	
DATE PRINTED 02/11/2008	TERMS OF SALE NET 30	FEIN/SSN 550758526	FUND
SHIP-VIA BEST WAY	FOB DESTINATION	FREIGHTTERMS PREPAID	ACCOUNT:NUMBER MUL-MUL
LINE QUANTITY DELIVERY DATE C	UOP VENDOR ITEM NO.	UNIT PRICE	AMOUNT
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CONTROLL. CO	PREVIO		PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 1 5 2008 Beverly Toler EN END
F APPROVAL AS TO FORM IS REQU		(/) 2/1/1	OPEN END

BY

APPROVEĎ AS TO FORM BY ASSISTANT ATTORNEY GENERAL JO ANN ADKINS

304-558-8802

TOTAL

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.
- 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.

GLEN DALE MOTOR COMPANY

CHRYSLER PLYMOUTH DODGE JEEP 1500-1502 WHEELING AVE. GLEN DALE, WV 26038

Telephone 304-845-5070 or 304-845-6750 Fax 304-845-0655 12-20-2007

State of West Virginia Dept. of Administration Purchasing Division 2019 Washington St. East Charleston, W.Va. 25305

Attn: Jo Ann Adkins- Senior Buyer

Glen Dale Motor Co. requests a change order on Statewide MV-08 Class 34-Alt, 2008 Jeep Liberty 4x4, 4 door. A Mid-year available option of cruise control is now available at \$225.00(actual Dealer cost). Bid award is correct for Popular Equipment Group of \$986.00 which includes (cruise control, foglamps, deep tint glass, side roof rails and cargo cover.) This is a choice to purchasing agency for cruise control only or the Popular Equipment Pkg. that includes cruise control. Please contact me if any other information is needed.

Glen Dale Motor Company

Brian S. Long-/Fleet Sales

Purchase Order

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AND POLITICAL SUBDIVISIONS

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GLEN DALE WV 26038

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LINE CATNO ITE	M NUMBER	DESCRIPTION	. QTY DATE
0001 070-00	6-01-000 2008 (OR	CURRENT MODEL YEAR)	MOTOR
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IF APPROVAL AS TO FORM IS REQU	UIRED BY ATTORNEY GENERAL	CHECK HERE □	
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