



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. MV08G
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PAGE 1
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BLANKET RELEASE 00
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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
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

## AGENCY COPY

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

INVOICE TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/30/2007		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							
*****CLASS 6 ALTERNATE*****							
THIS AWARD ALTERNATE SHALL ONLY BE USED FOR PURCHASES REQUIRING TOW HOOKS AND/OR SKID PLATES WITH PRIOR APPROVAL BY OFFICE OF DIRECTOR.							
THIS AWARD IS PER THE FOLLOWING:							
1. REQUEST FOR QUOTATION DATED 08/29/2007 AND ALL ADDENDA THERETO.							
2. SPECIFICATIONS, FOUR PAGES, DATED 08/29/2007.							
3. VENDOR'S BID DATED 09/22/2007.							
ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS SHOULD BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED.							
POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.							
						PURCHASING DIVISION CERTIFIED ENCUMBERED  OCT 31 2007  <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED FOR ONE FISCAL YEAR *10/30/07*

*George Wayfield*

JO ANN ADKINS 304-558-8802

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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.



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INVOICE

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
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VENDOR

\*C23143240      304-562-3005  
 HURRICANE CHEVROLET INC  
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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	10/29/2007	EA	070-06-01-000		.00000		
	2008 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 22, 2007 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 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE 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 WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						
						TOTAL	

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	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 TO 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 IMMEDIATE 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 SUPPLIED 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 THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						

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

TOTAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							
						TOTAL	

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MV08G	HURRICANE CHEVROLET	
CLASS	MODEL	PRICE
CLASS 6 - ALTERNATE (ONLY TO BE USED IF THE VEHICLE REQUIRED TO HAVE THE AVAILBLE OPTIONS OF: TOW HOOKS AND SKID PLATES	TRAIL BLAZER, UTILITY, 4WD, 4 DOOR, GAS, CT15506	\$19,393.00

CLASS 6 AUTOMOBILE  
Utility, 4 Wheel Drive, 4 Door  
5,000 GVWR

Vendor Name: HURRICANE CHEVROLET

Manufacturer / Brand  
Delivery  
Model Name & Number

CHEVROLET  
60-90  
TRAILBLAZER CT15506

Standard Equipment Requirements:

Engine	MIN: 210 HP 235 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Tires	All Season
Spare Tire	Full Size w/Jack
Rear Window/Defogger	Installed
Fuel Tank	Standard
Front Seat	Bucket
Rear Seat	Bench
Air Conditioning	Installed
Floor Mats	Installed

HP 285 TORQUE 276

EPA HWY 20 EPA CITY 14

Price Each Gasoline

\$ 19393.00

\$ 444.05

Options:

1 Off Road Package Including Limited Slip Rear End Includes:

- Axle-trac-lok differential
- Engine Cooling - heavy duty
- Skid plate Group List items incl in this group
- Suspension - Heavy Duty W/gas Shocks
- All Terrain Tires
- Tow Hooks

\$ 224.10  
 \$ STANDARD  
 \$ 141.10  
 \$ STANDARD  
 \$ 78.85  
 \$ INCLUDED IN SKID  
PLATE GROUP

↑  
Enter total off road pkg above

- 2 AM/FM w/Cassette
- 3 AM/FM w/ CD Player
- 4 Shop/Service Manual
- 5 CD Service Manual
- 6 Tilt Wheel & Cruise Control
- 7 Keyless Entry
- 8 Power Windows / Power Locks
- 9 Global Positioning System
- 10 Rear Air and Heat
- 11 Tow Package
- 12 Exterior colors
- 13 Side Air Bags
- 14 Low Range 4 Wheel Drive Option
- 15 Spare Tire Carrier - External (UNDERBODY)
- 16 Roof-Top Luggage Rack
- 17 Third Row Seating
- 18 Rubber matting
- 19 Delete Floor Mats (Deduct)
- 20 Manual Transmission w/Overdrive (Deduct)
- 21 Remove Console (Delete) (Console between seats)
- 22 FOB Dealership: (Deduct)
- 23 FOB Other than Metro Charleston - Per Mile

\$ N/A  
 \$ INCLUDED  
 \$ 160.00  
 \$ N/A  
 \$ STANDARD  
 \$ 145.25  
 \$ STANDARD  
 \$ N/A  
 \$ N/A  
 \$ STANDARD  
 \$ STANDARD  
 \$ STANDARD  
 \$ 37.35  
 \$ N/A  
 \$ N/A  
 \$ 32.00  
 \$ N/A  
 \$ N/A  
 \$ 0

1.60

Additional Information:

SKID PLATE GROUP INCLUDES FRONT TOW HOOKS AND SKID PLATE PACKAGE



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			RECEIPT TICKET FOR PURCHASE ORDER :			MV08G	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2008 (OR CURRENT MODEL YEAR) MOTOR				
		SIGNATURE _____		DATE _____			
						TOTAL	

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BY \_\_\_\_\_  
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