



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.
 MV09A

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
 2

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709034823 304-369-2411
 STEPHENS AUTO CENTER
 PO BOX 278
 DANVILLE WV 25053-0278

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/10/2008		NET 30		550128010			
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				
CHANGE ORDER #02							
TO CORRECT CHANGE ORDER 1 BY ADDING THE PRICING SHEET THAT WAS INADVERTENTLY NOT INCLUDED FOR CLASS 13. SEE ATTACHED.							
***** NO ADDITIONAL CHANGES *****							
					PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 17 2008 <i>Beverly Toler</i>		
					PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins*
 JO ANN ADKINS 304-558-8802
 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 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 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

CLASS 13 TRUCK
 Large Pickup, 2 Wheel Drive
 6000 GVWR, Long Bed

Dealer Name: **STEPHENS AUTO CENTER** includes but is not limited to:
 Ford F150, Chevrolet 1500, Dodge 1500

Manufacturer / Brand	FORD
Delivery	60-120 DAYS ESTIMATED
Model Name & Number	F150 F12

HP TORQUE

248	294

Standard Equipment Requirements:

Engine	MIN: 231 HP 293 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Cargo Box	Fleetside
Bumper	Rear Step Factory Installed
Tires	All Season
Spare Tire	Full Size w/Jack
Air Conditioning	Installed
Front Seat	Bench
Standard Floor Covering	Installed
Front Air Bags	Installed

EPA HGWY EPA CITY

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Price Each Gasoline	\$13,986
Price Each Flex Fuel	\$15,252
Price Each Hybrid	NO BID

Options:

1 Off Road Package Including Limited Slip Rear, Includes:

Axle-trac-loc differential	\$249
Engine Cooling - heavy duty	\$291 INCLUDES TRAILER TOW PKG
Skid plate Group	\$133 WITH 4X4
Suspension - Heavy Duty W/gas Shocks	\$ STD
All Terrain Tires	\$ STD WITH 4X4
Tow Hooks	\$ STD WITH 4X4

\$ N/A

↑
Enter total off road pkg above

2 AM/FM w/ CD Player		\$241
3 Shop/Service Manual		\$199
4 CD Service Manual		\$199
5 Tilt Wheel & Cruise Control		TILT -STD, CRUISE \$187
6 Trailer Tow Package		\$291
7 Keyless Entry	INCLUDES POWER WINDOWS/LOCKS	\$660
8 Power Windows / Power Locks	INCLUDES KEYLESS ENTRY	\$660
9 Exterior colors		\$
10 Slide Rear Window		\$187
11 Bed Liner		\$200
12 Optional Engine	5.4L V8	\$1,266
13 Additional Tanks		N/A
14 4 Wheel Drive		\$3,427
15 Crew Cab		\$6,343
16 Extended Cab		\$2,985 SHORT BED ONLY
17 Slush/All Weather Mats (Driver & Passenger)		N/A
18 Slush/All Weather Mats (Second Row)		N/A
19 Slush/All Weather Mats (Cargo)		N/A
20 Delete Floor Mats (Deduct)	→	N/A
21 Delete Cloth Seats (Deduct)	→	N/A
22 Delete Carpet (Deduct)	→	N/A
23 FOB Dealership: (Deduct)	→	(\$10)
24 FOB Other than Metro Charleston - Per Mile		\$1.49

Additional Information:

AVIALABLE COLORS: DARK BLUE PEARL, BRIGHT RED, PUEBLO GOLD,
 STONE GREEN, BLUE FLAME, BLACK CLEARCOAT, BRILLIANT SILVER,
 STERLING GRAY, ROYAL RED, OXFORD WHITE



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INVOICE TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
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VENDOR

*709034823 304-369-2411
 STEPHENS AUTO CENTER
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SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:					MV09A		
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		070-06-01-000	2009 (OR CURRENT MODEL YEAR) MOTOR				
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE