



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  
 00

CHANGE ORDER  
 3

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.

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

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

SHIP TO

AGENCY COPY

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
03/17/2009	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 #03					
TO ADD CLASS 20A (DIESEL) FOR 60" CA AND 84" CA TO THIS CONTRACT. SEE THE ATTACHED REVISED LIST OF ITEMS AVAILBLE UNDER THIS CONTRACT.					
***** NO ADDITIONAL CHANGES *****					
				PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 24 2009 <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	

*Samuel Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *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."

MV09	Stephens Auto Center	
CLASS	MODEL	PRICE
CLASS 2	FOCUS, COMPACT, 4-DOOR, FWD, GAS, P34	\$ 12,486.00
CLASS 5	CROWN VICTORIA, REAR WHEEL DRIVE, FULL SIZE, 4-DOOR, FLEX-FUEL, P74	\$ 23,940.00
CLASS 6	ESCAPE, UTILITY, SMALL, 4 WHEEL DRIVE/AWD, 4-DOOR, GAS, U93	\$ 19,625.00
CLASS 6A	EXPLORER, SPECIAL PURPOSE, OFF-ROAD, 4 WHEEL DRIVE, GAS, U73	\$ 22,986.00
CLASS 7	DURANGO, SPECIAL PURPOSE MIDSIZE, 4 WHEEL DRIVE, GAS, HB5M74	\$ 20,592.00
CLASS 7	DURANGO, SPECIAL PURPOSE, MIDSIZE, 4 WHEEL DRIVE, FLEX-FUEL, HB5M74	\$ 20,592.00
CLASS 8	EXPEDITION, UTILITY LARGE, 4 WHEEL DRIVE, 4 DOORS, GAS, U16	\$ 25,220.00
CLASS 8	EXPEDITION, UTILITY LARGE, 4 WHEEL DRIVE, 4 DOORS, FLEX-FUEL, U16	\$ 25,220.00
CLASS 9	RANGER, SMALL PICKUP, 4 CYLINDER, 2 WHEEL DRIVE, SHORT BED, GAS, R10	\$ 11,745.00
CLASS 10	RANGER, SMALL PICKUP, 2 WHEEL DRIVE, EXTENDED CAB, SHORT BED, GAS, R14	\$ 14,651.00
CLASS 11	RANGER, SMALL PICKUP, 6 CYLINDER, 2 WHEEL DRIVE, SHORT BED, GAS, R10	\$ 13,580.00
CLASS 13	F150, LARGE PICKUP, 2 WHEEL DRIVE, LONG BED, GAS, F12	\$13,986.00
Class 13	F150, LARGE PICKUP, 2 WHEEL-DRIVE, LONG BED, FLEX-FUEL, F12	\$15,252.00
CLASS 14	F250, LARGE PICKUP, 2 WHEEL DRIVE, CREW CAB, LONG BED, FLEX-FUEL, W20	\$19,334.00
CLASS 15	RAM 2500, LARGE PICKUP, 2 WHEEL DRIVE, GAS, DH2L62	\$15,368.00
CLASS 17	RANGER, SMALL PICKUP, 4 WHEEL DRIVE, EXTENDED CAB, GAS, R15	\$16,823.00
CLASS 18	F150, LARGE PICKUP, 4 WHEEL DRIVE, SHORT BED, GAS, F14	\$16,899.00
CLASS 19	RAM 2500, LARGE PICKUP, 4 WHEEL DRIVE, LONG BED, DIESEL, DH7L62	\$23,799.00
CLASS 20	F250, CHASSIS CAB, 4 WHEEL DRIVE, SINGLE REAR WHEELS, 56" C/A, DIESEL, F21	\$24,461.00
CLASS 20A	F350, CHASSIS CAB, 4 WHEEL DRIVE, DUAL REAR WHEELS, 137" WB 60" C/A, 5.4L V8, GAS, F37	\$20,404.00
CLASS 20A	RAM 3500, CHASSIS CAB, 4 WHEEL DRIVE, DUAL REAR WHEELS, 161" WB 84" C/A, GAS, DC8L64	\$20,165.00
CLASS 20A	FORD F350, CHASSIS CAB, 4 WHEEL DRIVE, DUAL REAR WHEELS, 137"WB 60"C/A DIESEL	\$25,955.00
CLASS 20A	FORD F350, CHASSIS CAB, 4 WHEEL DRIVE, DUAL REAR WHEELS, 161"WB 84"C/A DIESEL	\$26,126.00
CLASS 21	F350, LARGE PICKUP, 4 WHEEL DRIVE, LONG BED, GAS, F31	\$19,445.00
CLASS 24	GRAND CARAVAN, FRONT WHEEL DRIVE, 7 PASSENGER, GAS, RTKH53	\$19,513.00
CLASS 24	GRAND CARAVAN, FRONT WHEEL DRIVE, 7 PASSENGER, FLEX-FUEL, RTKH53	\$ 19,513.00
CLASS 25	E150, VAN, SMALL REAR WHEEL DRIVE, EIGHT PASSENGER, GAS, E11	\$ 17,716.00
CLASS 33	F550, CHASSIS CAB, 2 WD, DIESEL, DUAL REAR WHEELS, 141" WB 60"C/A,	\$ 29,425.00
CLASS 33	F550, CHASSIS CAB, 4 WD, DIESEL, DUAL REAR WHEELS, 141" WB 60"C/A,	\$ 32,253.00

CLASS 33	F550, CHASSIS CAB, 2 WD, DIESEL, DUAL REAR WHEELS, 165" WB 84"C/A,	\$ 29,595.00
CLASS 33	F550, CHASSIS CAB, 4 WD, DIESEL, DUAL REAR WHEELS, 165" WB 84"C/A,	\$ 32,423.00
CLASS 33A	F550, CHASSIS CAB, 4WD, DIESEL, DUAL REAR WHEELS, 141"WB 60"C/A	\$ 59,336.00

**CLASS 20A TRUCK**  
 Chassis Cab, 4 Wheel Drive,  
 12,000 GVWR, Dual Rear Wheels  
 Includes but is not limited to: Dodge Ram 3500, Ford F350

Vendor Name: STEPHENS AUTO CENTER

Manufacturer / Brand	FORD
Delivery	60-120 DAYS ESTIMATED
Model Name & Number	F350 F37

**Standard Equipment Requirements:**

Engine	MIN: 300 HP 360 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Dual Rear Wheels	Installed
Tires	All Season Load Range D
Fuel Tank	20 Gallons Minimum
Air Conditioning	Installed
Front Seat	Bench
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
300	365

	<b>DIESEL</b>	<b>GASOLINE</b>	<b>5.4L V8</b>
Price Each 137" WB 60" Cab to Axle	\$25,955		\$20,404
Price Each 161" WB 84" Cab to Axle	\$26,126		\$20,574

**Options:**

1	Off Road Package Including Limited Slip Rear, Includes: Axle-trac-loc differential Engine Cooling - heavy duty Skid plate Group Suspension - Heavy Duty w/Gas Shocks All Terrain Tires Engine Cooling Heavy Duty	\$291 STD <del>\$83</del> - EXTENDED CREW ONLY STD <del>\$104</del> STD	\$	N/A	↑ Enter Total Off Rd Pkg Above
2	AM/FM w/ CD Player			\$228	
3	Shop/Service Manual			\$199	
4	CD Service Manual	DIESEL \$219		\$199	
5	Tilt Wheel & Cruise Control	DIESEL \$219		\$320	
6	Keyless Entry	INCLUDES POWER WINDOWS/LOCKS		\$681	
7	Power Windows / Power Locks	INCLUDES KEYLESS ENTRY		\$681	
8	Back -Up Alarm			\$89	
9	Tow Package	INCLUDES CLAS IV HITCH, BUSHING, 7 WAY PLUG		\$423	
10	Snow Plow Package	COMPUTER SELECTED SPRINGS, HEAVIER ALTERNATOR		\$71	
11	Side Air Bags			N/A	
12	Exterior colors			SEE BELOW	
13	Slide Rear Window			\$104	
14	Slush/All Weather Mats (Driver & Passenger)			N/A	
15	Slush/All Weather Mats (Second Row)			N/A	
16	Slush/All Weather Mats (Cargo)			N/A	
17	Dual Gas Tanks	****DIESEL ONLY****		\$506	
18	Flatbed 9' long f/ 60" CA (see attached specifications)			\$2,635	
19	Flatbed 12" long f/ 84" CA (see attached specifications)			\$2,917	
20	Dump Bed f/ 60" CA, 8.5' Long (see attached specifications)			\$6,110 AUTO \$7,175 MANUAL	
21	Dump Bed f/ 84" CA, 10.5' long (see attached specifications)			\$6,918 AUTO \$8,040 MANUAL	
22	Utility Bed f/ 60" CA, 9' long (see attached specifications)			\$6,354	
23	Utility Bed f/ 84" CA, 11' long (see attached specifications)			\$7,871	
24	Crane (see attached specifications)			\$9,925	
25	Crane (see attached specifications)			\$9,925	
26	Extended Cab w/ Third and Fourth Door			\$2,952	
27	Crew Cab - Front Hinged Doors			\$3,785	
28	Gasoline Engine: 8 Cyl, 7.0 (Deduct) <b>6.8L V10</b>	DEDUCT \$5,331 FROM DIESEL PRICE		ADD \$291 TO GAS PRICE	
29	2 Wheel Drive (Deduct)			(\$2,535)	
30	Manual Transmission w/Overdrive (Deduct)			(\$1,200)	
31	FOB Dealership: (Deduct)			(\$10)	
32	Delete Floor Mats (Deduct)			N/A	
33	Delete Cloth Seats (Deduct)			N/A	
34	FOB Other than Metro Charleston - Per Mile			\$1.49	
35	Available Axle Ratios	1, 2, 3.		VARIES WITH POWERTRAIN ***CONTACT VENDOR***	

SNOW PLOW PREP- COMPUTER SELECTED SPRINGS, HEAVIER ALTERNATOR  
 AVAILABLE COLORS: DARK BLUE PEARL, RED CLEARCOAT, FOREST GREEN, PUEBLO GOLD,  
 DARK STONE, BLACK, BRILLIANT SILVER, STERLING GREY, ROYAL RED, OXFORD WHITE  
 60" CA DUMP BODY W/AUTO TRANS W/FAN BELT DRIVEN HYDRAULIC PUMP \$8715  
 84" CA DUMP BODY W/AUTO TRANS W/FAN BELT DRIVEN HYDRAULIC PUMP \$9580  
 OPTION FAN BELT DRIVEN HYDRAULIC PUMP IF PTO NOT AVAILABLE-MANUAL TRANSMISSION \$1,640



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  
 \_\_\_\_\_

BLANKET RELEASE  
 00

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  
 3

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/17/2009		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				
			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

TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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