



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  
 4

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	
08/04/2009		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 #04							
TO ADD CLASS 14 (GAS) TO THIS CONTRACT. SEE THE ATTACHED REVISED LIST OF ITEMS AVAILIABLE UNDER THIS CONTRACT.							
*****NO OTHER CHANGES*****							
0001		EA			.00000		
					PREVIOUS PO TOTAL==>	OPEN	END
					PO NET CHANGE (+)==>		

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 AUG 11 2009  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JA 8/4/09*

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, the State may deem this contract null and void, and terminate such contract 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, GAS, W20	\$19,334.00
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 14 TRUCK**  
**Large Pickup, 2 Wheel Drive**  
**8800 GVWR, Long Bed, Crew Cab**  
 Includes but is not limited to: Dodge Ram 2500, Chevrolet 2500, Ford F250

Vendor Name: STEPHENS AUTO CENTER

Manufacturer / Brand FORD  
 Delivery 60-120 DAYS ESTIMATED  
 Model Name & Number F250 W20

HP	TORQUE
300	365

**Standard Equipment Requirements:**

Engine	MIN: 300 HP 360 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
Standard Floor Covering	Installed
Front Air Bags	Installed

Price Each Gasoline \$19,334  
 Price Each Flex Fuel \$19,334

**Options:**

1 Off Road Package Including Limited Slip Rear, Includes:		\$ N/A
Axle-trac-1ok differential	\$291	} Enter total off-road pkg above
Engine Cooling - heavy duty	STD	
Skid plate Group	\$83 4X4 ONLY	
Suspension - Heavy Duty W/gas Shocks	STD	
All Terrain Tires	\$104	
Tow Hooks	STD	
2 AM/FM w/ CD Player		\$228
3 Shop/Service Manual	DIESEL \$219	GAS \$199
4 CD Service Manual	DIESEL \$219	GAS \$199
5 Tilt Wheel & Cruise Control		\$320
6 Keyless Entry	INCLUDES POWER WINDOW/LOCKS	\$826
7 Power Windows / Power Locks	INCLUDES KEYLESS ENTRY	\$826
8 Tow Package	HITCH RECEIVER, WIRING, MIRRORS	STD
9 Snow Plow Package INCLUDES: COMPUTER SELECTED SPRINGS, HEAVIER DUTY ALTERNATOR		\$71 ***REQUIRES 4X4***
10 Diesel Engine		\$5,723
11 V-8 Engine		STD
12 Side Air Bags		N/A
13 Exterior colors		SEE BELOW
14 Slide Rear Window		\$104
15 Running Boards		\$307 ****CAB STEPS***
16 Swing out mirrors	TELESCOPIC-STD	STD
17 Bed Liner		\$200
18 Slush/All Weather Mats (Driver & Passenger)		N/A
19 Slush/All Weather Mats (Second Row)		N/A
20 Slush/All Weather Mats (Cargo)		N/A
21 Additional Tanks		N/A
22 4 Wheel Drive		\$2,589
23 Manual Transmission w/Overdrive (Deduct)		(\$1,200)
24 Delete Cloth Seats (Deduct)		N/A
25 Delete Carpet (Deduct)		N/A
26 FOB Dealership: (Deduct)		(\$10)
27 FOB Other than Metro Charleston - Per Mile		\$1.49
28 Available Axle Ratios	1. 2. 3.	VARIES WITH DRIVETRAIN COMBINATION ***CONTACT VENDOR***

Additional information:  
**SNOW PLOW PACKAGE INCLUDES: COMPUTER SELECTED SPRINGS, HEAVIER DUTY ALTERNATOR \*\*\*REQUIRES 4X4\*\*\***

**AVAILABLE COLORS: DARK BLUE PEARL, RED, FOREST GREEN, PUEBLO GOLD, DARK STONE, BLACK, BRILLIANT SILVER, STERLING GREY, ROYAL RED, OXFORD WHITE**



# STEPHENS AUTO CENTER

P.O. Box 278 • Rt. 119 Lory Road Exit  
DANVILLE, WEST VIRGINIA 25053

(304) 369-2411 • www.stephensauto.com • 1-800-925-2411



August 5, 2009

Jo Ann Adkins  
West Virginia Purchasing Division  
Via facsimile # 304-558-4115

Jo Ann,

Relating to Class 14 of statewide contract MV09, we are able to provide 2010 models for the balance of the contract as a gasoline engine vehicle (not Flex Fuel) at the original bid price of \$19,334. The vehicle bid for this class is the Ford F-250.

Thank you and please let me know if you have any questions.

Sincerely,

Richard Stephens  
General Manager

RECEIVED  
2009 AUG 5 AM 6:17  
WV PURCHASING  
DIVISION

WV PURCHASING DIVISION



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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	ITRM 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