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BY 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

MV09D

PURCHASE ORDER NO.

PAGE 1

BLANKET RELEASE 00

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** 

# AGENCY COPY

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\*709044554 304-624-7611 COUNTRY CLUB CHRYSLER DODGE SP PO BOX 2321 ROUTE 19 SOUTH CLARKSBURG WV 26301

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	
10/08/2008		550567749	FUND
SHIP VIA	F:O:B		ACCOUNT NUMBER
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LINE OUANTITY DELIVERY DATE O	UOP VENDOR ITEM NO DAT NO ITEM NUMBER	UNIT PRICE	AMOUNT
BLAN:	KET OPEN-END STATEV	WIDE CONTRACT	
CURRENT MODEL AGENCIES AND	YEAR) TO ALL WEST POLITICAL SUBDIVIST OF VEHICLE CLASSES	IONS, PER THE	
THIS AWARD IS	PER THE FOLLOWING	:	
ADDENDA THI	R QUOTATION DATED ( ERETO. IONS, FOUR PAGES, I ID DATED 09/16/2008	DATED 08/19/2008.	
DONE THROUGH TREQUESTS MUST ATTACH THE CONDIFFERENT TYPN ****** AGENO		ISION. AGENCY A WV-35 AND DER FORM FOR EACH	PURCHASING DIVISION CERTIFIED ENCUMBERED  OCT 2 0 2008  Beverly Toler
	DIVISIONS SHOULD CO	ONTACT THE VENDOR ROUGH THIS	
IF APPROVAL AS TO FORM IS REQU	FOR	CHECK HERE W 10/10/08	OPEN END TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL JO AMM

30<del>4-</del>558-**8**602

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."

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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

RURCHASE ORDER NO. MV 0 9 D PAGE 2

BLANKET RELEASE 00

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ALL STATE AGENCIES

BY ORDER

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

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

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2009 (OR CURRENT MODEL YEAR) MOTOR VEHICLES	
EXHIBIT 3	
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON	
OCTOBER 15, 2008 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.	
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CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THE CONTRACT IMMEDIATELY UPON WRITTEN	
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BY 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

PURCHASE ORDER NO. MV09D PAGE 3

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED SLANKET RELEASE 00

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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

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		3	·	NUMBER WV-39) T	I I
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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

PURCHASE ORDER NO... MV 0 9 D

PAGE 4

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BY

MV09	Country Club Chrysler			
CLASS	MODEL		PRICE	
5 - AUTO	Rear Wheel Drive, Full Size, 4 Door, Dodge Charger 1LXDH48 Gas	\$	19,234.00	
14 - TRUCK	Large Pickup, 4 Wheel Drive, Long Bed, Dodge Ram 2500 DH2L62 Gas	\$	17,297.00	
17A - TRUCK	Wheel Drive, 4 Door Crew Cab, Dodge Dakota Crew NDSL84 4.7L V8 Flex-Fuel	\$	18,795.00	
19 - TRUCK	Large Pickup, 4 Wheel Drive, Long Bed, Dodge Ram 2500 DH7L62 <b>Gas</b>	\$	17,443.00	

.

### CLASS 5 AUTOMOBILE Rear Wheel Drive, Full Size, 4 Door, 2,890 Curb Weight

Wheelbase 110"

Vendor Name

# Includes but is not limited to: Chiviset 300 GB Dodge

Manufacturer / BrandDODGEDelivery90-120 DaysModel Name & NumberCHARGER 1LXDH48

		HP	TORQU
Standard Equipment Requirements:	·		
Engine	MIN: 210 HP 210 TORQUE	250	250
Transmission	Automatic		
Steering	Power		
Brakes	Power/ABS		
Radio	AM / FM /CD		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Fuel Tank	Factory Standard		
Tires	All Season		
Spare Tire	Full Size w/Jack		
Rear Window/Defogger	Installed		
Front Seat	Bucket		
Air Conditioning	Installed		
Floor Mats	Installed		
Seating Capacity	4		
Front Air Bags	Installed		
		EPA	EPA
		HGWY	CITY
		) oe [	1-7

Price Each Gasoline \$ 19,234.00
Price Each Flex Fuel \$

HGWY	CITY
25	17

### Options:

	•
1	Shop/Service Manual
•	Chopicol vice manda

- 2 CD Service Manual
- 3 Tilt Wheel & Cruise Control
- 4 Keyless Entry
- 5 Power Windows / Power Locks / Heated Mirrors
- 6 6-way Power Driver seat (requires power windows & doors
- 7 Side Air Bags
- 8 Exterior colors
- 9 Delete Floor Mats (Deduct)
- 10 FOB Dealership: (Deduct)
- 11 FOB Other than Metro Charleston Per Mile

-		-
		<b></b>

N/A Late Release	
STD	
STD	
N/A	
\$	350.00
\$	543.00
Listed Below	
N/A	
\$	(40.00)
\$	(1.50)

Dark Titanium Metallic		TORRED
Brilliant Black Crystal Pearl	Stone White	Inferno Red Crystal Pear
Bright Silver Metallic	Light Sandstone Metallic	Deep Watger Blue Pearl
Additional Information:		

\$ 207.00
\$ 207.00
\$ 207.00

### 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 Country Club Chrysler Dodge Manufacturer / Brand Dodge 90-120 Days Delivery Model Name & Number RAM 2500 DH2L42 HP **TORQUE** Standard Equipment Requirements: 355 395 Engine MIN: 300 HP 360 TORQUE Transmission Automatic Power Steering Brakes Power AM/FM Radio Glass All Tinted Left & Right Outside Mirrors License Plate Mounts Front & Rear Cargo Box Fleetside Rear Step Factory Installed Bumper Tires All Season Spare Tire Full Size w/Jack Air Conditioning Installed Standard Floor Covering Installed Installed Front Air Bags Price Each Gasoline 17,297.00 Price Each Flex Fuel Options: 1 Off Road Package Including Limited Slip Rear, Includes: 414.00 Axle-trac-lok differential 922.00 Engine Cooling - heavy duty STD 9 Skid plate Group Enter total off-road pkg above Suspension - Heavy Duty W/gas Shocks All Terrain Tires 44.00 Tow Hooks 2 AM/FM w/ CD Player STD 3 Shop/Service Manual N/A Late Avail 4 CD Service Manual 5 Tilt Wheel & Cruise Control 783.00 6 Keyless Entry \$ 7 Power Windows / Power Locks 616.00 8 Tow Package List items included in this group \$ 295.00 List items included in this group 167.00 9 Snow Plow Package \$ 10 Diesel Engine \$ 6,748.00 11 V-8 Engine STD 12 Side Air Bags \$ 431.00 13 Exterior colors \$ 14 Slide Rear Window 123.00 NA 15 Running Boards 88.00 16 Swing out mirrors 216.00 \$ 17 Bed Liner 18 Slush/All Weather Mats (Driver & Passenger) \$ 75.00 19 Slush/All Weather Mats (Second Row) \$ 65.00 20 Slush/All Weather Mats (Cargo) 136.00 21 Additional Tanks NA 22 4 Wheel Drive 2,838.00 \$ 23 Manual Transmission w/Overdrive (Deduct) (343.00)NA 24 Delete Cloth Seats (Deduct) 25 Delete Carpet (Deduct) \$ (40.00) \$ 26 FOB Dealership: (Deduct) 27 FOB Other than Metro Charleston - Per Mile (1.50) \$ 28 Available Axle Ratios 373 STD Additional Information: White Silver Dark Brown Red Light Khaki Green Light Cream 198.00 Patriot Blue Inferno Red

#### CLASS 17A TRUCK

Midsize Pickup, Front-Hinged, Full Size Doors, 4 Wheel Drive, 4 Door Crew Cab, 4850 GVWR

Includes but is not limited to: GMC Canyon, Chevrolet Colorado

Vendor Name Country Club Chrysler Dodge Manufacturer / Brand Dodge Delivery 90-120 Model Name & Number Dakota Crew NDSL84 HP TORQUE Standard Equipment Requirements: Engine V6 MIN: 210 HP 225 TORQUE 210 235 Transmission Automatic Steering Power Brakes Power/ABS 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 Standard Seating Auto Locking Hubs Installed Standard Floor Covering Installed **EPA** EPA Front Air Bags Installed **HGWY** CITY Price Each Gasoline 18 14 Price Each Flex Fuel 4.7L V.8 18,795.00 19 14 1 Off Road Package Including Limited Slip Rear, Includes: 410.00 Axle-trac-lok differential 260.00 Engine Cooling - heavy duty N/A Skid plate Group 150,00 Suspension - Heavy Duty W/gas Shocks STD Enter total off road pkg above All Terrain Tires N/A Tow Hooks Included in Skid Plate Group 2 AM/FM w/ CD Player STD 3 Shop/Service Manual Not Available at this time 4 CD Service Manual Not Available at this time 5 Tilt Wheel & Cruise Control 6 Tow Package List item included in this group 106.00 7 Side Air Bags N/A BASE 8 Exterior colors \$ 9 Slide Rear Window N/A 10 Keyless Entry N/A 11 Power Windows, Locks, Power Heated Mirrors N/A 12 Slush/All Weather Mats (Driver & Passenger) \$ 97.00 13 Slush/All Weather Mats (Second Row) Included in 12 14 Slush/All Weather Mats (Cargo) N/A 15 Bed Liner \$ 216.00 16 Carpet Interior STD 17 Rear Jump Seat Full Bench Only 18 Manual Transmission w/Overdrive (Deduct) \$ (1,029.00) 19 Delete Floor Mats (Deduct) \$ (29.00)20 Delete Cloth Seats (Deduct) N/A 21 FOB Dealership: (Deduct) (40.00) \$ 22 FOB Other than Metro Charleston - Per Mile \$ (1.50)Additional Information: Mineral Gray White Silver Black

# CLASS 19 TRUCK

Large Pickup, 4 Wheel Drive, 8500 GVWR, Long Bed Includes but is not limited to: Ford F250, Dodge Ram 2500, Chevrolet Sierra 2500

Ver	dor Name	Country Club Chrysler Dodge		
Man	ufacturer / Brand	Dodge		
Deli	very	90-120		
Mod	el Name & Number	RAM 2500 DH7L62		
			HP	TORQUE
Star Eng	ndard Equipment Requirements:	KEINI- ODE EID OOK TODOLET	0.55	
	ismission	MIN: 295 HP 335 TORQUE Automatic	355	395
Stee		Power	L	L
Brak		Power/ABS	DIES	REI
Rad		AM/FM		<u></u>
Glas	S	All Tinted	305	650
Mirro	DFS	Left & Right Outside		
	nse Plate Mounts	Front & Rear		
	јо Вох	Fieetside		
Bum		Rear Step Factory Installed		
Tires		All Season		
	e Tire Conditioning	Full Size w/Jack		
	t Seat	Installed Bench		
***************************************	Locking Hubs	Installed		
	dard Floor Covering	Installed		
***************************************	t Air Bags	Installed		
			EPA	EPA
			HGWY	CITY
Price	Each Gasoline	\$ 17,443.00		
	Each Diesel	\$ 22,793.00	N/A	N/A
Price	Each Flex Fuel	\$		L
	Road Package Including Limited Slip Rear, Includes: Axle-trac-lok differential Engine Cooling - heavy duty Skid plate Group Suspension - Heavy Duty W/gas Shocks All Terrain Tires Tow Hooks	\$ 286.00 STD \$ STD \$ Included in Skid Plate Kit	Enter total off road	370.00 I pkg above
AM/F	M w/ CD Player		STD	
	/Service Manual	**************************************	Not Available at th	is time
	Service Manual		\$	
	Vheel & Cruise Control		\$	220.0
	ed Slip Rear End Package	List items included in this group	\$	286.00
	r ackage ∕ Płow Package	List items included in this group	\$	295.00 167.00
	Air Bags	2-21-12-11-11-11-12-12-12-12-12-12-12-12	\$	543.00
	for colors		\$	5.10,00
1 Slide	Rear Window	with a grand the control of the state of the	\$	140.00
2 Keyle	ess Entry		\$	625.00
	er Windows, Locks, Power Heated Mirrors	Selvente formital de l'Arconnocation de consideration de	. \$	
	/All Weather Mats (Driver & Passenger)		\$	75.00
	n/All Weather Mats (Second Row)		\$	65.00
	n/All Weather Mats (Cargo)		\$	136.00
7 Bed l	et Interior		\$ \$	216.00
Cloth			\$	405.00
	ional Tanks		N/A	
Exter	nded Cab w/ Third and Fourth Door		\$	2,594.00
2 Gas	Engine 450 CID:		\$	
	inder (Deduct)	######################################	N/A	
	al Transmission w/Overdrive (Deduct)		\$	(344.00
	e Floor Mats (Deduct)		N/A	
	e Cioth Seats (Deduct)	And the second s	N/A	
	Dealership: (Deduct) Other than Metro Charleston - Per Mile		\$	(40.00
	Other than Metro Charleston - Per Mile able Axle Ratios	1 3.42 Diesel Auto Only 2 STD 3 4.10 - 330 Include Anti Spin	\$	(1.50
	ional Information: in Tan Silver White Black Flame Red	Mineral Gray		
Deep	Water Blue & Inferno Red		\$	198.00



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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ALL STATE AGENCIES

BY ORDER

ROUTE 19 SOUTH

CLARKSBURG WV

SH+P TO

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

DATE PRINTED 10/08/2008		<del>~~~</del>	TERMS OF SALE NET 30		FEIN/SSN 550567749				FUN	<u>ministratura kalanda k</u>		
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