



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.
 MV09D

PAGE
 1

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

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	550567749	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
CHANGE ORDER #03			
TO REMOVE CLASS 14 (GAS) FROM THIS CONTRACT.			
SEE ATTACHED REVISED LIST OF ITEMS AVAILABLE UNDER THIS CONTRACT.			
*****NO OTHER CHANGES*****			
PURCHASING DIVISION CERTIFIED ENCUMBERED AUG 11 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

Sang & Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

8/4/09

BY JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

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	Country Club Chrysler	
CLASS	MODEL	PRICE
3- CLASS	Dodge Avenger SE, Midsize, 4 Door, Front Wheel Drive, JSDH41, 2.7L V6, Flex-Fuel	\$ 15,957.00
5 - AUTO	Rear Wheel Drive, Full Size, 4 Door, Dodge Charger 1LXDH48 Gas	\$ 19,234.00
17A - TRUCK	Midsize Pickup, Front-Hinged, Full Size Doors, 4 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 Gas	\$ 17,443.00

COUNTRY CLUB CHRYSLER DODGE

P.O. BOX 2321 / ROUTE 19 SOUTH
CLARKSBURG, WV 26302

August 5, 2009

To whom it may concern:

Country Club Chrysler Dodge cannot accept any orders for 2009 Model vehicles. Vehicle order cutoffs were in April and May 2009.

We **can accept** orders for 2010 models as follows for state bid under the MV09 & PC09 contract. There are some production changes on these vehicles, please contact David Hartzell for a list of changes.

2010 DODGE Police Charger – PC09
2010 DODGE Avenger – MV09
2010 DODGE Dakota – MV09
2010 DODGE Charger – MV09

Thank you,



David

David Hartzell

Internet Sales / BusinessLink Manager

Country Club Chrysler Dodge Sprinter

304-624-7611

1-800-424-7611

FAX 304-624-5428

dhartzell@countryclubchrysler.com

www.countryclubchrysler.com

WV PURCHASING
DIVISION

2009 AUG -7 AM 9:28

RECEIVED



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			MV09D	
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
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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE