

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. MV09E PAGES 1

BLANKET RELEASE

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.

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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\*709023315 800-610-0211 WHITESIDE CHEVROLET CADILLAC 50714 NATIONAL ROAD

AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED

ST CLAIRSVILLE OH 43950

ALL STATE AGENCIES

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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED TERMS OF SALE FEIN/SSN FUND 341398756 NET 30 10/08/2008 FREIGHT TERMS ACCOUNT NUMBER: MUL-MUL DESTINATION PREPAID WAY BEST UOP VENDOR ITEM NO. QUANTITY UNIT PRICE AMOUNT LINE DELIVERY DATE CATINO ITEM NUMBER BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO SUPPLY 2009 MOTOR VEHICLES ( OR CURRENT MODEL YEAR) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS, PER THE ATTACHED LIST OF VEHICLE CLASSES AWARDED THROUGH THIS CONTRACT. IS PER THE FOLLOWING: THIS AWARD FOR QUOTATION DATED 08/14/2008 AND ALL 1. REQUEST THERETO ADDENDA FOUR PAGES, DATED 08/19/2008. 2. SPECIFICATIONS, 3. VENDOR'S BID DATED 09/15/2008. PURCHASING DIVISION CERTIFIED ENCUMBERED ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. **AGENCY** OCT 2 0 2008 REQUESTS MUST BE SUBMITTED WITH A WV-35 AND COMPLETED VEHICLE ORDER FORM FOR EACH Beverly Toler ATTACH THE WEHICLE ORDERED. DIFFERENT TYPE OF MUST OBTAIN APPROPRIATE APPROVAL \*\*\*\*\* AGENCIES PRIOR TO SENDING TO THE PURCHASING DIVISION. \*\*\*\*\*\* IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE [V OPEN END TOTAL

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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL 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."

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PURCHASE ORDER NO MV09E PAGE 2

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MV09	WHITESIDE CHEVROLET GMC BUICK				
CLASS	MODEL		PRICE		
5A - AUTO	Malibu Hybrid, Compact, 4 Door, 1ZF69	\$	22,900.00		
8A - AUTO	Tahoe 4 Door, Flex-Fuel, 4 Wheel Drive, CK10706	\$	29,800.00		
8A - AUTO	Tahoe, 4 Door, Flex-Fuel 2 Wheel Drive, CK10706	\$	26,210.00		
13 - TRUCK	Silverado, Large Pickup, 2 Wheel Drive, Long Bed, Flex Fuel, CC10903	\$	16,300.00		
34B - HYBRID	Malibu, Midsize, 4 Door, FWD, Hybrid, 1ZF69	\$	22,900.00		

# CLASS 5A - AUTOMOBILE

HYBRID, COMPACT, 4 DOOR Includes but is not limited to: Toyota Prius, Honda Civic

Vendor Name	Whiteside Chevrolet Olds, Inc.		
Manufacturer / Brand	GM-Chevrolet		
Delivery	90 Days		
Model Name	Malibu Hybrid		
Model #:	1ZF69		
		HP	TORQUE
Requirements: Engine	MIN: 76 HP 82 TORQUE		
Transmission	Automatic	164	159
Steering	Power		100
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
	Left & Right Outside		
Mirrors			
License Plate Mounts	Front & Rear		
Tires	All Season		
Spare Tire	Included - w/Jack		
Rear Window/Defogger	Installed		
Front Seat	Bucket		
Air Conditioning	Installed	-	
Floor Mats	Installed		
Front Air Bags	Installed		
Price Each Gasoline Price Each Flex-Fuel	\$ 22,900.00 \$	EPA HGWY 32	EPA CITY 24
Options: AM/FM with CD Player Shop/Service Manual Tilt Wheel & Cruise control		NC \$ \$	250.0 250.0
Keyless Entry	with the gradient of the control of	NC	
Power Windows - Power Doors		NC	
Side Air Bags		NC	•
Delete Floor Mats (Deduct)		NA	
FOB Dealership: (Deduct)	Self-Street Street Stre	\$	(50.0
	0,75		(0.7
FOB Other than Metro Charleston - Per Mile  Additional Information:  Silver, Blue, White, Gold, Gray, Pewter, Silver Most	9,75 s	\$	

## CLASS 8A AUTOMOBILE

4 Door,

130" Wheelbase,

Includes but is not limited to: GMC Yukon, Toyota Highlander, Chevrolet Tahoe

Vendor Name Whiteside Chevrolet Olds, Inc. Manufacturer / Brand **GM-Chevrolet** Delivery 75 Days Tahoe CK10706 Model Name & Number HP TORQUE Standard Equipment Requirements: 320 340 MIN: 209 HP HYBRID Engine Transmission Automatic w/Overdrive Steering Power Brakes Power/ABS Radio AM / FM /CD Glass All Tinted Mirrors Left & Right Outside License Plate Mounts Front & Rear Tires All Season Spare Tire Full Size w/Jack Tilt Wheel & Cruise Control Standard Keyless Entry Standard Power Windows/Power Locks Standard Rear Window/Defogger Installed Standard Fuel Tank Front Seat Bucket Rear Seat Bench Air Conditioning Installed Floor Mats Installed Front Air Bags Installed **EPA EPA HGWY** CITY 20 14 Price Each Gasoline (4 Wheel Drive) 29,800.00 EPA Price Each Flex Fuel (4 Wheel Drive) EPA **HGWY** CITY 20 14 Price Each Gasoline (2 Wheel Drive) Price Each Flex Fuel (2 Wheel Drive) 26,210.00 Options: Shop/Service Manual 250.00 2 CD Service Manual \$ 250.00 3 Tow Package List items included in this group NC NC 4 Side Air Bags 5 Exterior colors \$ 6 Slush/All Weather Mats (Driver & Passenger) 200.00 200.00 7 Slush/All Weather Mats (Second Row) \$ 8 Slush/All Weather Mats (Cargo) \$ 200.00 9 Delete Floor Mats (Deduct) \$ 10 Delete Cloth Seats (Deduct) \$ \$ 150.00 11 Delete Carpet (Deduct) 12 FOB Dealership: (Deduct) \$ 50.00 0.75 13 FOB Other than Metro Charleston - Per Mile \$ Additional Information: 3rd Row Seat Delete \$ 320.00

#### CLASS 13 TRUCK

Large Pickup, 2 Wheel Drive 6000 (Whiteside Chevrolet Olds, Inc.

Vendor Name Includes but is not limited to: Ford F150, CheMhChey69191odge 1500 Manufacturer / Brand 90 Days **TORQUE** HP Delivery Silverado CC10903 Gas Model Name & Number 260 195 Standard Equipment Requirements: MIN: 231 HP 293 TORQUE Engine Automatic Flex Transmission Power Steering 338 Power 315 Brakes AM/FM Radio All Tinted Glass Left & Right Outside Mirrors Front & Rear License Plate Mounts Fleetside Cargo Box Rear Step Factory Installed Bumper All Season Tires Full Size w/Jack Spare Tire Installed Air Conditioning Bench Front Seat Installed Standard Floor Covering Installed Front Air Bags EPA EPA **HGWY** CITY 20 15 Price Each Gasoline 16,300.00 20 14 Price Each Flex Fuel Price Each Hybrid Options: 1 Off Road Package Including Limited Slip Rear, Includes: 752.00 260.00 Axle-trac-lok differential \$ 100.00 Engine Cooling - heavy duty 150.00 Skid plate Group Enter total off road pkg above Suspension - Heavy Duty W/gas Shocks 80.00 162.00 All Terrain Tires Tow Hooks 20.00 2 AM/FM w/ CD Player 250.00 3 Shop/Service Manual 250.00 \$ 4 CD Service Manual 205.00 5 Tilt Wheel & Cruise Control 620.00 List items included in this group 6 Trailer Tow Package 325.00 7 Keyless Entry \$ 740.00 8 Power Windows / Power Locks \* 9 Exterior colors 350.00 \$ 10 Slide Rear Window 240.00 \$ 11 Bed Liner \$ 760.00 4.8L 12 Optional Engine N/A 13 Additional Tanks \$ 2,885.00 14 4 Wheel Drive \$ 6,300.00 15 Crew Cab \$ 3,200.00 16 Extended Cab \$ 120.00 17 Slush/All Weather Mats (Driver & Passenger) \$ 100.00 18 Slush/All Weather Mats (Second Row) \$ 240.00 19 Slush/All Weather Mats (Cargo) NC 20 Delete Floor Mats (Deduct) NC 21 Delete Cloth Seats (Deduct) NC 22 Delete Carpet (Deduct) \$ (50.00)23 FOB Dealership: (Deduct) \$ 0.75 24 FOB Other than Metro Charleston - Per Mile

#### Additional Information:

\* Tan, Orange, Green, Yellow, White, Black, Red, Blue, Silver, Granite, Ruby, Cherry, Gray

#### CLASS 34B HYBRID AUTOMOBILE Mid-Size, 4 Door, 3680 Curb Weight

Includes but is not limited to: Chevrolet Malibu, Saturn Aura

Whiteside Chevrolet Olds, Inc.

Vendor Name **GM-Chevrolet** Manufacturer / Brand 90 Days Delivery Malibu Hybrid 1ZF69 Model Name & Number HP TORQUE Standard Equipment Requirements: 159 164 Full Hybrid 187 HP Engine Automatic Transmission Power Steering Power/ABS Brakes AM / FM / CD Radio All Tinted Glass Left & Right Outside Mirrors Front & Rear License Plate Mounts Standard Fuel Tank All Season Tires Included - w/Jack Spare Tire Standard Air Conditioning Standard Tilt Wheel & Cruise Control Standard 4 Passenger Seating Bucket Front Seat Installed Floor Mats Standard Rear Window Defogger **EPA** EPA Installed Front Air Bags **HGWY** CITY 24 32 22,900.00 Hybrid Front Wheel Drive Options: 250.00 \$ 1 Shop/Service Manual \$ 250.00 2 CD Service Manual NC 3 Keyless Entry NC 4 Side Air Bag 6 Exterior colors N/A 7 Delete Floor Mats (Deduct) (50.00) \$ 8 FOB Dealership: (Deduct) \$ 0.75 9 FOB Other than Metro Charleston - Per Mile \$ Additional Information: \* Silver, Blue, White, Gold, Gray, Pewter, Silver Moss

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