



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.
MV09F

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

INVOICE TO

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

AGENCY COPY

VENDOR

*709042838 304-845-5070
 GLEN DALE MOTOR CO
 1500-1502 WHEELING AVENUE

 GLEN DALE WV 26038

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/08/2008		NET 30		550758526			
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				
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.							
THIS AWARD IS PER THE FOLLOWING:							
1. REQUEST FOR QUOTATION DATED 08/14/2008 AND ALL ADDENDA THERETO.							
2. SPECIFICATIONS, FOUR PAGES, DATED 08/19/2008.							
3. VENDOR'S BID DATED 09/16/2008.							
ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS MUST BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED.							
***** AGENCIES MUST OBTAIN APPROPRIATE APPROVAL PRIOR TO SENDING TO THE PURCHASING DIVISION.*****							
POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 OCT 20 2008
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/14/08*

OPEN END
 TOTAL

APPROVED FOR ONE FISCAL YEAR
Dawn M. Westfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADAMS* 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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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER				
0001	CONTRACT. 10/08/2008	EA	070-06-01-000		.00000		
	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.						
	CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES						
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



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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 ASSISTANT ATTORNEY GENERAL

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

MV09	Glen Dale Motor Co.	
CLASS	MODEL	PRICE
1 - AUTO	GM-Chevrolet Aveo LT, SUB-COMPACT, Front wheel drive, 4 Door ,1TD69, Gas	\$ 12,631.43
3 - AUTO	Dodge Avenger SE, Midsize, 4 Door, Front Wheel Drive, JSDH41, 2.7L V6, Flex-Fuel	\$ 16,777.00
4 - AUTO	Impala LS, Large 4 Door, Front Wheel Drive, 1WB19, Gas	\$ 16,893.00
4 - AUTO	Impala LS, Large 4 Door, Front Wheel Drive, 1WB19, Flex-Fuel	\$ 16,893.00
34 - AUTO	Jeep Liberty SportUtility, 4 Wheel Drive, 4 Door, KKJL74, Gas	\$ 19,998.00

CLASS 1 AUTOMOBILE

Sub-Compact,

Front Wheel Drive, Wheelbase 95" 97.6"

070-06-01-000 6

To include but not limited to: Chevrolet Aveo, Toyota Prius

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand GM-Chevrolet
 Delivery 6-8 weeks
 Model Name & Number Aveo LT 4 door- 1TD69

Requirements:

Engine	1.6 liter 4cylinder	MIN: 75 HP 85 TORQUE
Transmission	Automatic	
Steering	Power	
Brakes	Power/ABS	
Radio	AM/FM	
Glass	All Tinted	
Mirrors	Left & Right Outside	
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	

HP	TORQUE
106	105

2 - DOOR VEHICLE

Price Each Gasoline	\$ N/A
Price Each Flex-Fuel	\$ N/A

EPA HGWY	EPA CITY
N/A	N/A

4 - DOOR VEHICLE

Price Each Gasoline	\$ 12,631.43
Price Each Flex-Fuel	\$ N/A

EPA HGWY	EPA CITY
34	25

Options:

1	AM/FM w/CD Player	\$ included
2	Shop/Service Manual	\$ N/A at Bid Deadline
3	CD Service Manual	\$ N/A at Bid Deadline
4	Tilt Wheel & Cruise Control (tilt wheel standard) Cruise	\$ 220.00
5	Keyless Entry (see below)	\$ requires power & conveyance
6	Power Windows /Power Locks (includes Keyless Entry)	\$ 374.00
7	Side Air Bags	\$ included
8	Bodyside Mouldings	\$ N/A
9	Interior Upgrade	\$ N/A
10	Exterior colors	\$ See Below
11	Delete Floor Mats (Deduct)	\$ - N/A
12	FOB Dealership: (Deduct)	\$ - 10.00
13	FOB Other than Metro Charleston - Per Mile	\$ 1.59

Additional Information:

Power Convenience Pkg. consists of : Remote Keyless Entry, Power Windows & Power Door Locks.

Colors: Med. Gray, Sport Red, Summit White, Tahiti Green, Blue Moon, Bright Blue, Summer Yellow, Victory Red, and Cosmic Silver.

CLASS 3 AUTOMOBILE
 Midsize, 4 Door, Front Wheel Drive, Wheelbase 107.4" 108.9"
 Includes but is not limited to: Toyota Camry, Saturn Aura, Chevrole Malibu

070-06-03-000 7

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand Chrysler LLC-Dodge
 Delivery 6-8 weeks
 Model Name & Number Avenger SE- JSDH41

Standard Equipment Requirements:

Engine <u>2.4 liter 4 cylinder</u>	MIN: 160 HP 156 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Fuel Tank	Factory Standard
Power Windows and Locks	Installed
Tires	All Season
Spare Tire	Standard Tire w/ Jack
Rear Window/Defogger	Installed
Front Seat	Standard Seating
Air Conditioning	Installed
Floor Mats	Installed
Seating Capacity	5
Front Air Bags	Installed

HP	TOR
172	165

Price Each Gasoline \$ _____
 Price Each Flex Fuel REQUIRES 2.7 LITER V6 \$ 16,777.00

EOA HGWAY	EOA CITY
30	21

Options:

1 AM/FM w/ CD Player		\$ <u>Included</u>
2 Shop/Service Manual		\$ <u>Contact Dealer</u>
3 CD Service Manual		\$ <u>Contact Dealer</u>
4 Tilt Wheel & Cruise Control		\$ <u>Included</u>
5 Keyless Entry		\$ <u>Included</u>
6 Power Windows, Locks, Power Heated Mirrors		\$ <u>Included</u>
7 6-way Power driver seat (requires Power Windows & doors)		\$ <u>363.00</u>
8 Side Air Bags		\$ <u>Included</u>
9 Exterior colors		\$ <u>See Below</u>
10 Delete Floor Mats (Deduct)		\$ - <u>N/A</u>
11 Manual Transmission w/Overdrive (Deduct)		\$ - <u>N/A</u>
12 Remove Console (Delete) (Console between seats)		\$ - <u>N/A</u>
13 FOB Dealership: (Deduct)		\$ - <u>10.00</u>
14 FOB Other than Metro Charleston - Per Mile		\$ <u>1.59</u>

Additional Information:

Spare tire is a compact spare. Full size tire N/A option.
Heated Mirrors N/A option.
Exterior Colors: Bright Silver, Brilliant Black, Light Sandstone, Silver steel, & Stone White.

CLASS 4 AUTOMOBILE
Large, 4 Door, Front Wheel Drive,
Wheelbase 110" 110.5"

070-06-04-001

Includes but is not limited to: Pontiac G6, Chevrolet Impala, Buick Lucerne

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand GM-Chevrolet
Delivery 6-8 weeks
Model Name & Number Impala LS-1WB19

Standard Equipment Requirements:

Engine	3.5 liter V6	MIN: 210 HP 210 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio		AM/FM
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Fuel Tank		Factory Standard
Power Windows and Locks		Installed
Tires		All Season
Spare Tire		Standard Tire w/ Jack
Rear Window/Defogger		Installed
Front Seat		Standard Seating
Air Conditioning		Installed
Floor Mats		Installed
Seating Capacity		5
Front Air Bags		Installed

HP	TOR
211	214

Price Each Gasoline \$ 16,893.00
Price Each Flex Fuel \$ 16,893.00

EOA HGWY	EOA CITY
29	18

Options:

1 AM/FM w/ CD Player		<u>\$included</u>
2 Shop/Service Manual		<u>\$contact Dealer</u>
3 CD Service Manual		<u>\$contact Dealer</u>
4 Tilt Wheel & Cruise Control		<u>\$included</u>
5 Keyless Entry		<u>\$included</u>
6 Power Windows, Locks, Power Heated Mirrors		<u>\$included</u>
7 6-way Power driver seat (requires Power Windows & doors)		<u>\$included</u>
8 Side Air Bags		<u>\$included</u>
9 Exterior colors		<u>\$see below</u>
10 Delete Floor Mats (Deduct)	→	<u>\$103.75</u>
11 Manual Transmission w/Overdrive (Deduct)	→	<u>\$N/A</u>
12 Remove Console (Delete) (Console between seats)	→	<u>\$N/A</u>
13 FOB Dealership: (Deduct)	→	<u>\$ 10.00</u>
14 FOB Other than Metro Charleston - Per Mile	→	<u>\$ 1.59</u>

Additional Information:

Spare tire/wheel is a compact- Full size N/A option.
Heated mirrors N/A option.

Exterior colors: Silver Ice, Imperial Blue, White, Black, Dark Silver, Gold Mist, Victory Red, Mocha Bronze, & Slate Metallic.

Includes but is not limited to:

Vendor Name: Glen Dale Motor Co.

Manufacturer / Brand Chrysler LLC- Jeep
 Delivery 6-8 weeks
 Model Name & Number Liberty Sport- KKJL74

Standard Equipment Requirements:

Engine	3.7 liter V6	MIN: 150 HP 165 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio		AM/FM
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Fuel Tank		Standard
Tires		All Season
Spare Tire		Included - w/Jack
Air Conditioning		Installed
Front Seat		Bucket
Floor Mats		Installed
Rear Window Defogger		Installed
Front Air Bags		Installed
Off Road Package Including Limited Slip Rear, Includes:		Installed
Axle-Trac-Lok Differential		Installed
Engine Cooling - Heavy Duty		Installed
Skid plate Group		Installed
Suspension - Heavy Duty W/Gas Shocks		Installed
All Terrain Tires		Installed
Tow Hooks		Installed

HP	HGWE
210	235

EPA HGWE	EPA CITY
21	15

Price Each Gasoline \$ 19,998.⁰⁰

Options:

2 AM/FM w/ CD Player		\$ Included
3 Shop/Service Manual		\$ Contact Dealer
4 CD Service Manual		\$ Contact Dealer
5 Tilt Wheel & Cruise Control (tilt standard) Cruise optional		\$ 225.00
6 Side Air Bag		\$ Included
7 Tow Package	List items included in this group	\$ 522.00
8 2 Passenger Seating		\$ N/A option
9 Slush/All Weather Mats (Driver & Passenger) (includes front & second row)		\$ 60.00
10 Slush/All Weather Mats (Second Row)		\$ N/A option
11 Slush/All Weather Mats (Cargo)		\$ N/A option
12 Exterior colors		\$ See Below
13 Manual Transmission w/Overdrive (Deduct)		\$ -N/A
14 Delete Off Road Package including: (DEDUCT) \$518.00		
Axle-Trac-Lok Differential		Included with the Electric Stability Program. \$ - 203.00
Engine Cooling - Heavy Duty		
Skid plate Group		
Suspension - Heavy Duty W/Gas Shocks		
All Terrain Tires		
Tow Hooks	<u>Included in Skid Plate Group</u>	\$315.00
15 Delete Floor Mats (Deduct)		\$ -N/A
16 FOB Dealership: (Deduct)		\$ - 10.00
17 FOB Other than Metro Charleston - Per Mile		\$ 1.59

Additional Information:

Exterior Colors: Bright Silver, Brilliant Black, Jeep Green, Light Graystone White, Sunburst Orange.
Trailer Tow Class 111 Group-Class 3 receiver hitch, 7 pin wiring, 7 to 4 pin connector, HD engine cooling, trailer sway control, power cooler, full size spare tire & wheel.



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LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		070-06-01-000	2009 (OR CURRENT MODEL YEAR) MOTOR		_____	_____	
SIGNATURE _____					DATE _____		
						TOTAL	

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