## Purchase Order

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BY ORDER

GLEN DALE WV

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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

BLANKET RELEASE 00

PURCHASE ORDER NO.

MV09F

PAGE 1

CHANGE ORDER

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** 

AGENCY COPY

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

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

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

26038

ALL STATE AGENCIES

TERMS OF SALE FEIN/SSN FUND DATE PRINTED \$50758526 11/14/2008 SHIP VIA NET FREIGHT TERMS ACCOUNT NUMBER MUL-MUL DESTINATION
OP VENDORITEMNO  $\underline{\mathtt{PREPAID}}$ WAY QUANTITY BES LINE UNIT PRICE AMOUNT DELIVERY DATE CATINO ITEM NUMBER CHANGE ORDER #02 TO CORRECT CHANGE ORDER #1 BY ADDING THE PRICING SHEET THAT WAS INADVERTENTLY NOT INCLUDED FOR CLASS 22. SEE ATTACHED **PURCHASING DIVISION CERTIFIED ENCUMBERED** NOV 1 9 2008 Beverly Toler PREVIOUS PD TOTAL ==> OPEN END PO NET CHANGE (+)==> IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE OPEN END

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

558-8802

TOTAL

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."

## CLASS 22 VAN, CARGO 7300 GVW8500 GVWR, 109" Wheelbase 135" wheelbase Includes but is not limited to: Express, GMC Savanna

Vendor Name: Glen Dale Motor Co.	_		
Manufacturer / Brand	GM- Chevrolet		
Delivery	6-8 weeks		
Model Name & Number	Express Cargo- CG13	3405	
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		HP	TORQUE
Standard Equipment Requirements:	MIN: 180 HP 210 TORQUE		
Engine 4.3 liter V6	Automatic	195	260
Transmission	Power		
Steering	Power/ABS		
Brakes	AM/FM		
Radio	All Tinted		
Glass	Left & Right Outside		
Mirrors License Plate Mounts	Front & Rear		
	Installed		
Step Bumper	All Season		
Tires Spare Tire	Full Size w/Jack		
Air Conditioning	Installed		
Seating Capacity 2	Passenger Seat		
Front Air Bags	Installed		
Price Each Gasoline Price Each Flex-Fuel (requires 5.3 liter V8)	\$ \$ 17,628.95	2,0 .	15
Options:		\$ 294.6	55
AM/FM w/ CD Player			t Dealer
Shop/Service Manual CD Service Manual			t Dealer
Tilt Wheel & Cruise Control	ESTACONES CONTRACTOR DE SENTANTA DE SENTANDO DE SENTANDO DE SENTANDO DE SENTANDO DE SENTANDO DE SENTANDO DE SE	\$ 327.8	35
Limited Slip Rear End		\$ 269.7	
Tow Package: Transmission Cooler (standard equipm	ent) Tow Pkg.	\$ 219.9	
H.D. Engine Cooler (requires V8 eng	ine)	\$ See V8	engine o
Keyless Entry (requires power windows & lo	cks)	\$ 141.1 \$ 394.2	
Power Windows / Power Locks		\$ 361.0	
Side Air Bags (requires Aux. lighting pkg	•	\$ 261.4	
Glass All Around Rear Door Window/Glass	And the second s	\$ 49.8	
Side Door Window/Glass		\$ 107.9	20
Exterior Colors	\$100 X \$100 PM (100 M M M M M M M M M M M M M M M M M M	\$ See Be	wole-
FOB Dealership: (Deduct)		<u>\$ - 10.0</u>	
FOB Other than Metro Charleston - Per Mile		\$ 1.5	59
Additional Information:			
Exterior Colors: White, Victory	Red, Black		
Tow Pkg: heavy duty hitch platfo	rm, & 7 pin wiring	connector	
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## **Purchase Order**

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GLEN DALE WV 26038 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

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