



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.
MV09G

PAGE
1

BLANKET RELEASE
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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

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

AGENCY COPY

*709051529 304-327-8116
 COLE CHEVROLET CADILLAC GMC
 PO BOX 688
 BLUEFIELD WV 24701

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	550618453			
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 09/15/2008. 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					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 20 2008 <i>Beverly Tolson</i>
					OPEN END
					TOTAL

APPROVED FOR
[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8803
 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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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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<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>			
			TOTAL

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VENDOR

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	DELIVERY DATE	CAT. NO	ITEM NUMBER				
FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. 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. REV. 04/11/2001							
						TOTAL	

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MV09	COLE CHEVROLET-GMC	
CLASS	MODEL	PRICE
CLASS 22	EXPRESS, VAN, CARGO, 5.3L V8, FLEX-FUEL, CG13405	\$ 17,100.00
CLASS 23A	EXPRESS, VAN, CARGO, DIESEL, CG23405	\$ 22,149.00

CLASS 22 VAN, CARGO
6500 GVWR, 109" Wheelbase
Includes but is not limited to: Express, GMC Savanna

070-92-22-001

Vendor Name	<u>Cole Chevrolet - GMC</u>
Manufacturer / Brand	<u>GM-Chevrolet</u>
Delivery	<u>30-45 Working Days</u>
Model Name & Number	<u>Express Cargo CG13405</u>

Standard Equipment Requirements:		HP	TORQUE
Engine	MIN: 180 HP 210 TORQUE	195	260
Transmission	Automatic		
Steering	Power		
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Step Bumper	Installed		
Tires	All Season		
Spare Tire	Full Size w/Jack		
Air Conditioning	Installed		
Seating Capacity 2	Passenger Seat		
Front Air Bags	Installed		

		RWD	EPA HGWY	EPA CITY
Price Each Gasoline		\$	20	15
Price Each Flex-Fuel	5.3 V8	\$		
				17,100.00

Options:			
1	AM/FM w/ CD Player		\$ 165.00
2	Shop/Service Manual		\$ 100.00
3	CD Service Manual		\$ 25.00
4	Tilt Wheel & Cruise Control		\$ 316.00
5	Limited Slip Rear End		\$ 300.00
6	Tow Package: Transmission Cooler H. D. Engine Cooler		\$ 212.00
7	Keyless Entry		Included
8	Power Windows / Power Locks		Included w/Power
9	Side Air Bags		\$ 380.00
10	Glass All Around		\$ 290.00
11	Rear Door Window/Glass		\$ 252.00
12	Side Door Window/Glass		\$ 48.00
13	Exterior Colors		\$ 104.00
14	FOB Dealership: (Deduct)		\$ -
15	FOB Other than Metro Charleston - Per Mile		\$ -

Additional Information:

Vendor Name: Coke Chevrolet - GMC

Manufacturer / Brand
Delivery
Model Name & Number

GMC - Chevrolet
30-45 DAYS.
EXPRESS CG 23405 135"

Standard Equipment Requirements:

Engine	Gasoline	MIN: 225 HP 286 TORQUE
Engine	Diesel	MIN: 154 HP 286 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	Full Size w/Jack	
Air Conditioning	Installed	
Seating Capacity 2	Passenger Seat	
Front Air Bags	Installed	

HP	TORQUE
279	294
250	460

Price Each Gasoline
Price Each Diesel

FWD	RWD
\$ N/A	\$
\$ N/A	\$ 22,149.00

Options:

1	AM/FM w/ CD Player		\$	\$ 169
2	Shop/Service Manual		\$	\$ 100.
3	CD Service Manual		\$	\$ 25.
4	Tilt Wheel & Cruise Control		\$	\$ 395.
5	Limited Slip Rear End		\$	\$ 280
6	Tow Package: Transmission Cooler H. D. Engine Cooler		\$	\$ 316.
7	Keyless Entry		\$	\$ INC.
8	Power Windows / Power Locks		\$	\$ INC.
9	Glass All Around		\$	\$ 380.
10	Side Air Bags		\$	\$ 252
11	Step Bumper		\$	\$ 280
12	Telescopic Trailer Tow Mirrors		\$	\$ STD.
13	Rear Rubber Floor Matting		\$	\$ N/A
14	Exterior Colors		\$	\$ STD.
15	FOB Dealership: (Deduct)		\$	\$ 0
16	FOB Other than Metro Charleston - Per Mile		\$	\$ 0

Additional Information:



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			RECEIPT TICKET FOR PURCHASE ORDER:			MV09G	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-05-01-000	2009 (OR CURRENT MODEL YEAR) MOTOR				
		SIGNATURE _____	DATE _____				
						TOTAL	

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