



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. |
| MV10H |

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|------|
| PAGE |
| 1 |

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|-----------------|
| BLANKET RELEASE |
| 00 |

| |
|--------------|
| CHANGE ORDER |
| 1 |

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

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

 ST CLAIRSVILLE OH 43950

SHIP TO

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

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|--------------|---------------|---------------|-------------------------------------|---------------|------------|----------------|--|
| 10/30/2009 | | NET 30 | | 341398756 | | | |
| 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 | | | | |
| | | | CHANGE ORDER #01 | | | | |
| | | | TO PROVIDE CORRECTED PRICING PAGES. | | | | |
| | | | *****NO OTHER CHANGES***** | | | | |
| | | | PREVIOUS PO TOTAL==> | | OPEN | END | |
| | | | PO NET CHANGE (+)==> | | | | |

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

NOV - 4 2009

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

10/30/09

OPEN END

TOTAL

[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY 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, 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."

| MV10H | Whiteside Chevrolet | |
|-----------------|---|--------------|
| CLASS | MODEL | PRICE |
| 1A - Auto | Chevy Malibu Hybrid - Sub-compact, Hybrid, Front Wheel Drive, 95" Wheelbase, Gas | \$ 24,400.00 |
| 6A - Auto | Chevy Tahoe 4wd SSV - Utility Vehicle, Special Purpose, Off-Road, 4 Wheel Drive, 5700 GVWR, 109" Wheelbase, Flex-Fuel | \$ 27,290.00 |
| 12A - Truck | Chevy Silverado - Large Pickup, Hybrid, 2 Wheel Drive, 6000 GVWR, Short Bed, Hybrid | \$ 35,240.00 |
| 18A - Truck | Chevy Silverado 1500 Hybrid - Large Pickup, Hybrid, 4 Wheel Drive, 5400 GVWR, Short Bed, Hybrid | \$ 38,200.00 |
| 23 - Van, Cargo | Chevy Express CG23705 - 8500 GVWR, 138" Wheelbase, Diesel | \$ 25,066.00 |
| 23A - Van FWD | Chevy Express CG23405 - 8500 GVWR, 135" Wheelbase, Diesel | \$ 33,402.00 |
| 23A - Van FWD | Chevy Express CG23405 - 8500 GVWR, 135" Wheelbase, Flex-Fuel | \$ 26,777.00 |

Sub-Compact, Hybrid
Front Wheel Drive, Wheelbase 95"

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

Vendor Name

WHITESIDE CHEVROLET OLDS, INC.

Manufacturer / Brand

50714 National Rd.

CHEVROLET
75 AXES

Delivery

Model Name & Number

St. Clairsville, Ohio 43950

MALIBU HYBRID 1ZF69

Requirements:

| | |
|----------------------|----------------------|
| Engine | 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 |
| Rear Window/Defogger | Installed |
| Front Seat | Bucket |
| Air Conditioning | Installed |
| Floor Mats | Installed |
| Front Air Bags | Installed |

HP

TORQUE

| | |
|-----|-----|
| 164 | 159 |
|-----|-----|

4 - DOOR VEHICLE

Price Each Gasoline

\$ 24400⁰²

EPA
HGWAY

EPA
CITY

| | |
|----|----|
| 34 | 26 |
|----|----|

Options:

| | | | |
|----|---|----|--|
| 1 | AM/FM w/CD Player | \$ | N.C. |
| 2 | Shop/Service Manual | \$ | 250 ⁰² |
| 3 | CD Service Manual | \$ | N.C. |
| 4 | Tilt Wheel & Cruise Control | \$ | N.C. |
| 5 | Keyless Entry | \$ | N.C. |
| 6 | Power Windows /Power Locks | \$ | N.C. |
| 7 | Side Air Bags | \$ | N.C. |
| 8 | Bodyside Mouldings | \$ | 1420 ⁰⁴ |
| 9 | Interior Upgrade | \$ | 1500 ⁰² |
| 10 | Exterior colors | \$ | SILVER, BLUE, WHITE, GOLD, BLACK, GRAY |
| 11 | Delete Floor Mats (Deduct) | \$ | 50 ⁰² |
| 12 | FOB Dealership: (Deduct) | \$ | 75 ⁰⁰ |
| 13 | FOB Other than Metro Charleston - Per Mile. | \$ | 0.50 |

Additional Information:

Vendor Name: WHITESIDE CHEVROLET OLDS, INC.

Manufacturer / Brand CHEVROLET
 Delivery 75 DAYS
 Model Name & Number TRAILBLAZER 4WD SUV

50714 National Rd.
 St. Clairsville, Ohio 43950

HP 320 TORQUE 340

| Standard Equipment Requirements: | | MIN: 2DD HP 195 TORQUE |
|--|----------------|------------------------|
| Engine | | Automatic |
| Transmission | | Power |
| Steering | | Power/ABS |
| Brakes | | AM/FM |
| Radio | | All Tinted |
| Glass | | Left & Right Outside |
| Mirrors | | Front & Rear |
| License Plate Mounts | | Standard tire w/ Jack |
| Spare Tire | | Installed |
| Rear Window/Defogger | | Standard |
| Fuel Tank | | Bucket |
| Front Seat | | Bench |
| Rear Seat | | Installed |
| Air Conditioning | | Installed |
| ✓ Floor Mats | | At least 8.3 inches |
| Running Ground Clearance | | at least 35 cubic ft. |
| Cargo Volume | Rear Seat Up | at least 67 cubic ft. |
| Cargo Volume | Rear Seat Down | Installed |
| Front Air Bags | | Installed |
| ✓ Off Road Package including Limited Slip Rear End Includes: | | Installed |
| ✓ Axle-trac-lok differential or equal | | Installed |
| ✓ Skid Plate | | Installed |
| ✓ Engine Cooling-heavy duty | | Installed |
| Suspension- Heavy Duty W/gas Shocks | | Installed |
| Front and Rear Tow Hooks | | Installed |
| ✓ Hi & Lo Gear 4WD or equivalent | | Installed |
| ✓ Off Road Tires | | Installed |

EPA HWY 20 EPA CITY 14

Price Each Flex Fuel

\$ 27290⁰⁰

Options:

| | | |
|---|---|-----------------------------|
| 1 All Terrain Tires | | \$ <u>1420⁰⁰</u> |
| 2 AM/FM w/ CD Player | | \$ <u>NC</u> |
| 3 Shop/Service Manual | | \$ <u>250⁰⁰</u> |
| 4 CD Service Manual | | \$ <u>NA</u> |
| 5 Tilt Wheel & Cruise Control | | \$ <u>NC</u> |
| 6 Keyless Entry | | \$ <u>NC</u> |
| 7 Power Windows / Power Locks | | \$ <u>NC</u> |
| 8 Tow Package * | List items included in this group | \$ <u>203</u> |
| 9 Side Air Bags | | \$ <u>NC</u> |
| 10 Exterior colors | <u>TRUPE, TAN, GREEN, YELLOW, ORANGE, BROWN, BLUE, SILVER, RED, WHITE, GOLD, GR</u> | \$ <u>800⁰⁰</u> |
| 11 Third Row Seating | | \$ <u>NC</u> |
| 12 Interior Rubber Floor Matting | | \$ <u>NC</u> |
| 13 Spare Tire Carrier - External | | \$ <u>NA</u> |
| 14 Engine, 8 Cylinder, 4.7 Liter | | \$ <u>NC</u> |
| 15 Delete Running Boards and Luggage Racks (Deduct) | | \$ <u>NC</u> |
| 16 Delete Floor Mats (Deduct) | | \$ <u>30⁰⁰</u> |
| 17 Delete Cloth Seats (Deduct) | | \$ <u>100⁰⁰</u> |
| 18 Delete Carpet (Deduct) | | \$ <u>NC</u> |
| 19 Manual Transmission w/Overdrive (Deduct) | | \$ <u>NA</u> |
| 20 Remove Console (Delete) (Console between seats) | | \$ <u>NC</u> |
| 21 FOB Dealership: (Deduct) | | \$ <u>75⁰⁰</u> |
| 22 FOB Other than Metro Charleston - Per Mile | | \$ <u>0.50</u> |

Additional Information:

*Receiver Tube, Wire Harness, HD Cooling

Vendor Name: WHITESIDE CHEVROLET OLDS, INC.

Manufacturer / Brand 50714 National Rd.

Delivery St. Clairsville, Ohio 43950

Model Name & Number

CHEVROLET
75 DAYS
EXPRESS CG23705

Standard Equipment Requirements:

| | |
|----------------------|------------------------|
| Engine | MIN: 255 HP 285 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 | Standard tire w/ Jack |
| Rubber Floor Matting | Installed |
| Air Conditioning | Installed |
| Front Air Bags | Installed |
| Doors | Double Side & Rear |
| | Loading Doors w/Glass |
| Seating Capacity 2 | Passenger Seat |

| | |
|-----|--------|
| HP | TORQUE |
| 280 | 295 |

Price Each Diesel

\$ 25066.00

Options:

| | | | |
|---|------------------------------|----|-----------|
| 1 AM/FM w/ CD Player | | \$ | 312.40 |
| 2 Shop/Service Manual | | \$ | 750.00 |
| 3 CD Service Manual | | \$ | NA |
| 4 Tilt Wheel & Cruise Control | | \$ | 348.00 |
| 5 Limited Slip Rear End | | \$ | 285.00 |
| 6 Engine Options: | Option 1: <u>GAS 6.0L</u> | \$ | See Above |
| 6 Engine Options: | Option 2: <u>DIESEL 6.6L</u> | \$ | See Above |
| 7 Drivers Side Cargo Door | | \$ | NA |
| 8 All Wheel Drive <u>4WD</u> | | \$ | 10700.00 |
| 9 Keyless Entry | | \$ | 7500.00 |
| 10 Power Windows / Power Locks | | \$ | 53.00 |
| 11 Rear Door Window/Glass | | \$ | 162.00 |
| 12 Side Sliding Door w/Glass | | \$ | 193.00 |
| 13 Glass Sides | | \$ | 62.00 |
| 14 Telescopic Trailer Tow Mirrors | | \$ | NA |
| 15 Rear Rubber Floor Matting | | \$ | NA |
| 16 Exterior colors | | \$ | * |
| 17 FOB Dealership: (Deduct) | | \$ | 75.00 |
| 18 FOB Other than Metro Charleston - Per Mile | | \$ | .50 |

Additional Information:

Full Add * For options
* TAN, ORANGE, YELLOW, GREEN, RED, WHITE, BLUE, BRONZE,
SILVER, GRAY

Vendor Name: WHITESIDE CHEVROLET OLDS, INC.

Manufacturer / Brand: 50714 National Rd. Chevrolet

Delivery: St. Clairsville, Ohio 43950 175 DAYS

Model Name & Number: EXPRESS CG 23405

| 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 | Standard tire w/ Jack |
| Air Conditioning | Installed |
| Seating Capacity 2 | Passenger Seat |
| Front Air Bags | Installed |

| HP | TORQUE |
|------------|--------|
| Gas 280 | 295 |
| Diesel 250 | 460 |

4WD
FWD

Price Each Diesel
Price Each Flex Fuel

\$ 33400
\$ 26777

Options:

| | | | |
|----|---|----------------------|----------------------|
| 1 | AM/FM w/ CD Player | \$ 312 ⁴⁰ | \$ 312 ⁴⁰ |
| 2 | Shop/Service Manual | \$ 250 ⁰⁰ | \$ 250 ⁰⁰ |
| 3 | CD Service Manual | \$ NA | \$ NA |
| 4 | Tilt Wheel & Cruise Control | \$ 348 ⁰⁰ | \$ 348 ⁰⁰ |
| 5 | Limited Slip Rear End | \$ 286 ⁰⁰ | \$ 286 ⁰⁰ |
| 6 | Tow Package: Transmission Cooler H. D. Engine Cooler | \$ 233 ²⁰ | \$ 233 ²⁰ |
| 7 | Keyless Entry | \$ 568 ⁰⁰ | \$ 568 ⁰⁰ |
| 8 | Power Windows / Power Locks | \$ 568 ⁰⁰ | \$ 568 ⁰⁰ |
| 9 | Glass All Around | \$ 278 ⁰⁰ | \$ 278 ⁰⁰ |
| 10 | Side Air Bags | \$ 308 ⁰⁰ | \$ 308 ⁰⁰ |
| 11 | Step Bumper | \$ NC | \$ NC |
| 12 | Telescopic Trailer Tow Mirrors | \$ NA | \$ NA |
| 13 | Rear Rubber Floor Matting | \$ NC | \$ NC |
| 14 | Exterior Colors | \$ X | \$ X |
| 15 | FOB Dealership: (Deduct) | \$ -75 ⁰⁰ | \$ -75 ⁰⁰ |
| 16 | FOB Other than Metro Charleston - Per Mile | \$ 0.50 | \$ 0.50 |

COMBINED OPTION

Additional Information: * Yellow, TAN, Green, ORANGE, WHITE, Red, BROWN, Blue, SILVER, GRAY, TAN

