

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 MV11A

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 1

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

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

VENDOR
 *709034823 304-369-2411
 STEPHENS AUTO CENTER
 PO BOX 278
 DANVILLE WV 25053-0278

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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/03/2011		NET 30		550128010			
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				
0001	11/14/2011	EA	070-06-01-000		.00000		
	2010 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
	CHANGE ORDER #01						
	TO ADD CLASS 18 (GAS AND FLEX- FUEL) TO THIS CONTRACT.						
	ADD SPEC SHEET FOR CLASS 18.						
	SEE THE ATTACHED REVISED LIST OF VEHICLE CLASSES AVAILABLE UNDER THIS CONTRACT.						
	EFFECTIVE DATE OF CHANGE: 03/11/2011						
	----- NO OTHER CHANGES -----						
	PREVIOUS PO TOTAL==>					OPEN	END
	PO NET CHANGE (+)==>						
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						FEB 08 2011	
						<i>Kimberly D. Hyatt</i>	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *2.3.11*

Daunte W. Winters
 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

CLASS 18 TRUCK
 Large Pickup, 1/2 Ton, 4 Wheel Drive,
 5400 GVWR, Short Bed

070-48-18-000

Includes but is not limited to: Toyota Tacoma, GMC 1500, Dodge Ram 1500, Ford F150

Vendor Name: STEPHENS AUTO CENTER

Manufacturer / Brand: FORD

Delivery: 60-120 DAYS EST.

Model Name & Number: F150 F1E

Standard Equipment Requirements:

Engine	MIN: 231 HP 293 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Cargo Box	Fleetside
Bumper	Rear Step Factory Installed
Tires	All Season
Spare Tire	Full Size w/ Jack
Air Conditioning	STD
Front Seat	Bench
Auto Locking Hubs	Installed
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
360/5.0L V8	280/5.0L V8
300/3.7L V6	275/3.7LV6

Price Each Gasoline: \$17,924

Price Each Flex Fuel: \$17,924

EPA HGWY	EPA CITY
not available at time of bid	

Options:

1 Off Road Package Including Limited Slip Rear, Includes: Axle-trac-lok differential Engine Cooling - heavy duty Skld plate Group Suspension - Heavy Duty W/gas Shocks All Terrain Tires Tow Hooks	\$249 INCL W/HP SUSPENSION \$311 TRAILER TOW \$1,245 STD - FRONT	\$ 1,689
2 AM/FM w/ CD Player		\$ 241
3 Shop/Service Manual		\$
4 CD Service Manual		\$
5 Tilt Wheel & Cruise Control		TILT - STD, CRUISE \$187
6 Tow Package		\$ 311
7 Snow Plow Package	List items included in this group	\$ NA
8 Exterior colors		\$ STD
9 Slide Rear Window		\$ 187
10 Keyless Entry		INCL W/P. WINDOWS/LOCKS
11 Power Windows, Locks, Power Heated Mirrors		789 MIRRORS NOT HEATED
12 Side Air Bags		STD
13 Slush/All Weather Mats (Driver & Passenger)		\$ 68
14 Slush/All Weather Mats (Second Row)		\$ 18
15 Slush/All Weather Mats (Cargo)		\$ NA
16 Bed Liner		\$ 200
17 Dual Gas Tanks (gas only)		\$ NA
18 Cloth Seats		\$ N/C
19 Long Bed		\$ 271
20 Rear Jump Seat		\$ NA
21 Extended Cab w/ Thrd and Fourth Door		\$ 2553
22 Engine Option Size: _____		\$ NA
23 6 Cylinder (Deduct)	→	\$ - 830
24 Manual Transmission w/Overdrive (Deduct)	→	\$ - NA
25 Delete Floor Mats (Deduct)	→	\$ - STD
26 Delete Cloth Seats (Deduct)	→	\$ - STD
28 FOB Other than Metro Charleston - Per Mile		\$ 1.59
29 V-8 Engine		\$ INCLUDED
30 Crew Cab w/ Third and Fourth Door		\$ 6579

Additional Information:
 SPRAY IN BEDLINER \$374, BLACK TUBULAR RUNNING BOARDS \$249
 TAILGATE STEP \$311
 POWER WINDOWS, LOCKS, MIRRORS, KEYLESS ENTRY - STD CREW CAB, \$955 EXT CAB

Stephens Auto Center

MV11A	CLASS	MODEL	PRICE
1 - Auto		Ford Fiesta Sub-Compact, Front Wheel Drive, 4 Door, Wheelbase 95", Gas	\$ 13,374.00
2 - Auto		Ford Focus P3E - Compact, 4 Door Sedan, Front Wheel Drive, 102.9" Wheelbase, Gas	\$ 14,607.00
3 - Auto		Ford Fusion - P0G - Midsize, 4 Door, Front Wheel Drive, 107.4" Wheelbase, Gas	\$ 15,125.00
5 - Auto		Charger LDDM48 - Full Size, 4 Door, Rear Wheel Drive, 2,890 GVWR, 110" Wheelbase, Gas	\$ 22,605.00
6 - Auto		Ford Escape U9C or U9D - Small Utility, 4 Wheel Drive/AWD, 4 Door, 3800 GVWR, 103" Wheelbase, Flex-Fuel	\$ 20,597.00
6 - Auto		Jeep Compass - Small Utility, 4 Wheel Drive/AWD, 4 Door, 3800 GVWR, 103" Wheelbase, Gas	\$ 15,763.00
6A - Auto		Jeep Grand Cherokee - Mid-Size Utility, Off-Road, 4 Wheel Drive, 5700 GVWR, 109" Wheelbase, Gas	\$ 26,695.00
8 - Auto		Ford Expedition - Full Size Utility, 4 Wheel Drive, 4 Door, 7400 GVWR, Gas	\$ 27,196.00
8 - Auto		Ford Expedition - Full Size Utility, 4 Wheel Drive, 4 Door, 7400 GVWR, Flex-Fuel	\$ 27,196.00
9 - Truck		Ford Ranger - R1A - Small Pickup, 4 Cylinder, 2 Wheel Drive, 3500 GVWR, Short Bed, Gas	\$ 12,455.00
10 - Truck		Dakota NDIL33 - Small Pickup, 2 Wheel Drive, Extended Cab, Short Bed, 4200 GVWR, Gas	\$ 14,851.00
10 - Truck		Dakota NDIL33 - Small Pickup, 2 Wheel Drive, Extended Cab, Short Bed, 6 Cylinder, 4200 GVWR, Flex-Fuel	\$ 15,795.00
12 - Truck		Ford F150 F1C - Large Pickup, 1/2 Ton, 2 Wheel Drive, 6000 GVWR, Short Bed, (Approx 57" Bed) Flex-Fuel	\$ 14,389.00
12A - Truck		Ford F-150 F1C - Large Pickup, 1/2 Ton, 2 Wheel Drive, 6000 GVWR, Short Bed, Flex Fuel	\$ 15,192.00
14 - Truck		Ford F250 W2A - Large Pickup, 3/4 Ton, 2 Wheel Drive, 8800 GVWR, Long Bed, Crew Cab, Gas	\$ 20,530.00
14 - Truck		Ford F250 W2A - Large Pickup, 3/4 Ton, 2 Wheel Drive, 8800 GVWR, Long Bed, Crew Cab, Flex-Fuel	\$ 20,530.00
15 - Truck		Ford F250 F2A - Large Pickup, 3/4 Ton, 2 Wheel Drive, 8500 GVWR, Long Bed, Gas	\$ 17,010.00
15 - Truck		Ford F250 F2A - Large Pickup, 3/4 Ton, 2 Wheel Drive, 8500 GVWR, Long Bed, Flex-Fuel	\$ 18,505.00
17 - Truck		Dodge Dakota - Small Pickup, 4 Wheel Drive, Extended Cab, 4700 GVWR, Flex-Fuel	\$ 18,157.00
17A - Truck		Dodge Dakota - Midsize Pickup, Front-Hinged, Full Size Doors, 4 Wheel Drive, 4 Door Crew Cab, 4850 GVWR, Gas	\$ 19,101.00
17A - Truck		Dodge Dakota - Midsize Pickup, Front-Hinged, Full Size Doors, 4 Wheel Drive, 4 Door Crew Cab, 4850 GVWR, Flex-Fuel	\$ 17,924.00
18 - Truck		Ford F150 F1E - Large Pickup, 1/2 Ton, 4 Wheel Drive, 5400 GVWR, Short Bed, Gas	\$ 17,924.00
18 - Truck		Ford F150 F1E - Large Pickup, 1/2 Ton, 4 Wheel Drive, 5400 GVWR, Short Bed, Flex-Fuel	\$ 25,914.00
19 - Truck		Ford F250 F2B - Large Pickup, 3/4 Ton, 4 Wheel Drive, 8500 GVWR, Long Bed, Diesel	\$ 19,612.00
19 - Truck		Ford F250 F2B - Large Pickup, 3/4 Ton, 4 Wheel Drive, 8500 GVWR, Long Bed, Gasoline	\$ 25,411.00
20 - Truck		Ford F250 F2B - Chassis Cab, 3/4 Ton 4 Wheel Drive, 9000 GVWR, Single Rear Wheels, Diesel	\$ 19,110.00
20 - Truck		Ford F250 F2B - Chassis Cab, 3/4 Ton 4 Wheel Drive, 9000 GVWR, Single Rear Wheels, Gas	\$ 28,572.00
20A - Truck		Ford F350 F3H - Chassis Cab, 4 Wheel Drive, 12000 GVWR, Dual Rear Wheels, 60" Cab to Axel - Diesel	\$ 28,743.00
20A - Truck		Ford F350 F3H - Chassis Cab, 4 Wheel Drive, 12000 GVWR, Dual Rear Wheels, 84" Cab to Axel - Diesel	\$ 20,316.00
21 - Truck		Ford F350 F3B - Large Pickup, 1 Ton, 4 Wheel Drive, 10000 GVWR, Long Bed, Gas	\$ 20,316.00
21 - Truck		Ford F350 F3B - Large Pickup, 1 Ton, 4 Wheel Drive, 10000 GVWR, Long Bed, Flex-Fuel	\$ 20,769.00
24 - Van		Dodge Grand Caravan RTKH53 - 7 Passenger, Front Wheel Drive, 110" Wheelbase, Gas V-6	\$ 36,160.00
24 - Van		Dodge Grand Caravan RTKH53 - 7 Passenger, Front Wheel Drive, 110" Wheelbase, Flex-Fuel	\$ 36,329.00
33 - Truck		Ford F550 - Chassis Cab, 4 Wheel Drive, Diesel Engine, 17500 GVWR, Dual Rear Wheels 60" Cab-to-Axle	\$ 32,900.00
33 - Truck		Ford F550 - Chassis Cab, 4 Wheel Drive, Diesel Engine, 17500 GVWR, Dual Rear Wheels, 84" Cab-to-Axle	\$ 33,070.00
33 - Truck		Ford F550 - Chassis Cab, 2 Wheel Drive, Diesel Engine, 17500 GVWR, Dual Rear Wheels, 60" Cab-to-Axle	\$ 61,937.00
33 - Truck		Ford F550 - Chassis Cab, 2 Wheel Drive, Diesel Engine, 17500 GVWR, Dual Rear Wheels, 84" Cab-to-Axle	\$ 18,757.00
33A - Truck		Ford F550 F5H - Chassis Cab, 4 Wheel Drive, Dual Rear Wheels, Multi-purpose Body, 17500 GVWR, Diesel 60" Cab-to-Axle	\$ 27,660.00
34 - Auto		Liberty KKL74 - Mid Size Utility, 4 Wheel Drive, 4 Door, 4100 GVWR (min) with Off Road Package, 103" Wheelbase - Gas	\$ 29,208.00
34A - Auto/Hybrid		Escape Hybrid U4K or U5K - Hybrid, Small Utility, 4 Door, Front Wheel Drive 4100 GVWR	\$ 25,808.00
34A - Auto/Hybrid		Escape Hybrid U4K or U5K - Hybrid, Small Utility, 4 Door, All Wheel Drive, 4100 GVWR	\$
34B - Auto/Hybrid		Ford Fusion P0L - Hybrid, Mid-size Sedan, 4 Door, 3450 Curb Weight	\$

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			MV11A	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2010 (OR CURRENT MODEL YEAR) MOTOR				
		SIGNATURE	DATE				

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE