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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

PURCHASE ORDER NO MV11G

PAGE 1

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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** 

## **AGENCY COPY**

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

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ST CLAIRSVILLE OH 43950

ALL STATE AGENCIES

BY ORDER

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

DATE PRINTED TERMS OF SALE FEIN/SSN **FUND** 11/12/2010 NET 341398756 30 SHIP VIA FREIGHT/TERMS F.O.B. ACCOUNT NUMBER DESTINATION BEST WAY PREPAID MUL-MUL QUANTITY UOP VENDOR ITEM NO LINE UNIT PRICE AMOUNT DELIVERY DATE CATINO. TEM NUMBER BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO SUPPLY 2011 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. \*\*\*\*\*\*\*THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: | \*\*\*\*\* MV11 REQUEST FOR QUOTATION 8/13/2010. ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 10/04/2010 ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE **PURCHASING DIVISION** SENT TO THE FLEET MANAGEMENT OFFICE FOR CERTIFIED ENCUMBERED APPROVAL. APPROVED REQUEST WILL BE SENT TO THE PURCHASING DIVISION FOR PROCESSING NOV 1 9 2010 AGENCY REQUESTS MUST BE SUBMITTED WITH A Beverly Toler WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED. POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT. REQUIRED BY ATTORNEY GENERAL, CHECK HERE OPEN END TOTAL

APPROVED AS TO FÖRM BY ASSISTANT ATTORNEY GENERAL

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.

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Department of Administration
Purchasing Division
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ALL STATE AGENCIES

BY ORDER

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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

PURCHASE ORDER NO. MV11G

BLANKET RELEASE:

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PAGE 4

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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

BOOZEK

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

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ST CLAIRSVILLE OH 43950

ALL STATE AGENCIES

BY ORDER

S H I P T O

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	Whiteside Chevrolet		
CLASS	MODEL		PRICE
7	To Live Live Land Control of Mary Control of	¢.	14 400 00
11 - Truck	Chevrolet Colorado CS15403, 2 Wheel Drive, 6 Cylinder, 4200 GVWR, Short Bed, Gas	3	14,400.00
12A - Truck	Chevy Silverado CC10703- Large Pickup, Hybrid, 2 Wheel Drive, 6000 GVWR, Short Bed, Hybrid	\$	32,700.00
	Chevy Silverado 1500 Hybrid CK10543 - Large Pickup, Hybrid, 4 Wheel Drive, 5400 GVWR, Short	-	
18A - Truck	Bed, Hybrid	\$	35,370.00
23A - Van FWD	Chevy Express CG23405 - 8500 GVWR, 135" Wheelbase, Diesel	\$	39,900.00
23A - Van FWD	Chevy Express CG23405 - 8500 GVWR, 135" Wheelbase, Flex-Fuel	\$	27,700.00
23A - Van FWD	Chevy Express CG23405 - 8500 GVWR, 135" Wheelbase, Gas		27,700.00

#### **CLASS 11 TRUCK** Small Pickup, 2 Wheel Drive,

6 Cylinder, 4200 GVWR, Short Bed

Includes but is not limited to: Ford Ranger, Toyota Tacoma, Mazda B2300

Vendor Name:	_	
Manufacturer / Brand Delivery	CHEROLOT TO DAYS ELT	WHITESIDE CHEVROLET BUICK PONTIAC CADILLAC GMC 50714 National Rd.
Model Name & Number	COLORADO CS/540	St. Clairsville, Ohio 43950
Standard Equipment Requirements: Engine Transmission Steering	MIN: 148 HP 180 TORQUE  Automatic  Power	HP TORQUE 242
Brakes	Power	
Radio	AM/FM	•
Glass	All Tinted	
Mirrors	Left & Right Outside	
License Plate Mounts	Front & Rear	
Cargo Box	Fleetside	•
Bumper	Rear Step Factory Installed All Season	
Tires Spare Tire	Full Size w/ Jack	
Air Conditioning	STD STD	
Front Seat	Standard seating	
Rubber Floor Covering	Installed	EPA EPA
Front Air Bags	Installed	
Price Each Gasoline Price Each Flex Fuel	\$ <u>14400</u> <del>00</del>	17 Lity
1 2 Shop/Service Manual 3 CD Service Manual 4 Till Wheel & Cruise Control		\$ 7200 \$ 4300 \$ NIC
5 Limited Slip Rear End 6 Keyless Entry		\$ 25588
7 Power Windows / Power Locks 8 Exterior colors 9 Slide Rear Window		\$ <del>2</del> 8955
10 Long Bed 11 Slush/All Weather Mats (Driver & Passenger	er)	\$ N.A. \$ 160°2
12 Slush/All Weather Mats (Second Row) 13 Slush/All Weather Mats (Cargo) 14 Bed Liner		\$ NA- \$ NA- \$ 14000
15 Side Air Bag 16 Optional Engine	ચંદ્રા	\$ 14800 \$ N.C. \$ - 60000
17 Manual Transmission w/Overdrive (Deduct) 18 Remove Console (Delete) (Console between		\$ - N,A. \$ - N,A.
19 Delete Cloth Seats (Deduct)		\$ - N.C.
20 Delete Carpet (Deduct)	A PROPERTY OF THE PROPERTY OF	\$ - N.C.
21 FOB Dealership: (Deduct)		\$ - Z520
22 FOB Other than Metro Charleston - Per Mile		\$ 1.25

> Additional Information: DHITE, MOUY, AQUA BLUE, RED, RED MET, SILVER, STEEL GREEN, DRANGE, TAN, GREEN

# CLASS 12A TRUCK Large Pickup, 1/2 Ton, 2 Wheel Drive 6000 GVWR, Short Bed Includes but is not limited to: Ford F150, Dodge 1500, Chevrolet 1500

Manufacturer / Brand Delivery Model Name & Number  Standard Equipment Requirements: Engine  Min 300 HP 300 TORQUE  Transmission Automatic Steering Power Francisco Steering Power Francisco Glass All Tittels License Plate Mounts Front & Rear License Plate Mounts Front Rear License Plate Mounts Fro	VHITESIDE CHEVROLET BU
Standard Equipment Requirements: Engine Standard Equipment Requirements: Engine Min 300 HP 300 TORQUE  Standard Equipment Requirements: Engine Min 300 HP 300 TORQUE  Transmission Automatic Steering Power Radio Glass Automatic Class Automatic Class Automatic Left & Right Outside Front & Roar Front Air Bags Installed Price Each Gasoline Hybrid Price Each Gasoline Hybrid Flex Fuel  AMFM w/ CD Player Shop/Service Manual CD Service Manual	PONTIAC CADILLAC GMC
Standard Equipment Requirements: Engine Standard Equipment Requirements: Engine Min 300 HP 300 TORQUE  Standard Equipment Requirements: Engine Min 300 HP 300 TORQUE  Transmission Automatic Steering Power Radio Glass Automatic Class Automatic Class Automatic Left & Right Outside Front & Roar Front Air Bags Installed Price Each Gasoline Hybrid Price Each Gasoline Hybrid Flex Fuel  AMFM w/ CD Player Shop/Service Manual CD Service Manual	
Standard Equipment Requirements:  Engine	50714 National Rd.
Standard Equipment Requirements: Engine Engine Automatic Steering Power Financision Automatic Steering Power Radio AMFIM Glass AII Tinded Mirrors Left & Right Outside Trees All Season Spare Tire Poul Size w/I dack Ari Conditioning STD Front Seat Bench Front Seat Bench Front Reag Installed  Price Each Casoline Hybrid Flex Fuel  AMFIM w/ CD Player Shop/Service Manual CD Service Manual C	St. Clairsville, Ohio 43950
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FOB Dealership: (Deduct) FOB Other than Metro Charleston - Per Mile	
FOB Other than Metro Charleston - Per Mile	
Additional information:  TELLOW, GREEN, TAN, ORBNOC, WHITE, BLACK, RED, DA  KINE GRANITE, SILVER, GRAY, STERL GREEN	
Prop Divani 10 , 2/1000, Bioni 1 a Vene de con	K Blue,

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

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

	Vendor Name:	$\circ$	1	WHITESIDE CHEVROL	
		1102020		PONTIAC CADILLAC	CGMC
	Manufacturer / Brand	(16) (3) (1)		50714 National F	Rd
	Delivery	TO DAYS	210543		
	Model Name & Number	TILLARICHTO CK	210217	St. Clairsville, Ohio	43830
			HP TOF	RQUE	
	Standard Equipment Requirements:				
	Engine	MIN: 231 HP 293 TORQUE	1777   (	[77]	
	Transmission	Automatic	[ ] [ /	<u>v                                     </u>	
	Steering	Power			
	Brakes	PowerIABS			
	Radio	AM/FM			
	Glass	All Tinted			
	Mirrors	Left & Right Outside Front & Rear			
	License Plate Mounts  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 Standard Floor Covering	Installed Installed			
	Front Air Bags	Installed	EPA E	EPA .	
	Trout At Dags		HGWY C	YTK	
	Price Each Gasoline				
	Price Each Flex Fuel	\$ 3 S 3 7 7 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	17.7	(a)	
	Options:	_	. 48000		
1	Off Road Package Including Limited Slip Rear, Includes:  Ade-trac-lok differential	4/20-22-23-23-24.	* 100		
	Engine Cooling - theavy duty	s V.C	<b>`</b> +		
	Skid plate Group		[		
	Suspension - Heavy Duty Wigas Shocks	s NG	Enter total off road pkg a	above	
	All Terrain Tires		_		
_	Tow Hooks 900	% 4092	. NC		
	AM/FM w/ CO Player		\$ 77000	<del></del>	
	Shop/Service Manual CD Service Manual		5 34000		
-	CD Service marida. Titt Wheel & Cruise Control		\$ NC	<del></del>	
	Tow Package	Lighteria heidla Meinenfeiligeski	§ NC. X		
	Snow Plow Package	List items included in this gorup	5 NA		
8	Exterior colors		\$ XX		
	Slide Rear Window		\$ 6800	<del></del>	
	Keyless Entry		<del>• ~~</del>		
	Power Windows, Locks, Power Heated Mirrors Side Air Bags		\$ 1/ 5	· .	
	Stust/All Weather Mats (Oriver & Passenger)		\$ 9092		
	Siust/All Weather Mats (Second Row)		\$ 9093		
	Slush/Áil Weather Mats (Cargo)	THE RESIDENCE OF THE PROPERTY	5.19000		
	Bod Liner		30-40-310		
	Duel Gas Tanks (gas only)		3 N C.	<del> </del>	
	Cloth Seats Long Bed		\$ N/A-		
	Rear Jump Seat		\$ NC.		
	Extended Cab w/ Third and Fourth Door		\$ NC		
	Engine Option Size:		5 N.A.	·	
23 6	G Cylinder (Deduct)		5 N A		
	Manual Transmission w/Overdrive (Deduct)	Control of the second s	\$ MA		
	Delete Floor Mats (Deduct)		* * * * * * * * * * * * * * * * * * * *	<del></del>	
26 (	Delete Cloth Seats (Deduct)		* ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		
	OB Other than Metro Charleston - Per Mile		3/75	· · · · · · · · · · · · · · · · · · ·	
	/-8 Engine		S N C.	·	
	crew Cab w/ Third and Fourth Door		NC.		
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	* WITCH PLATFORM, TR.	WIRINGIPLUG			
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	01017) 210000				

WHITESIDE CHEVROLET BUICK Vendor Name: PONTIAC CADILLAC GMC 50714 National Rd. Manufacturer / Brand St. Clairsville, Ohio 43950 Delivery Model Name & Number TORQUE Standard Equipment Requirements: GasolineIIN: 225 HP 286 TORQUE Engine DieseMIN: 154 HP 286 TORQUE Engine **Automatic** Transmission Power Steering Power/ABS Brakes AM/FM Radio All Tinted Glass Left & Right Outside Mirrors Front & Rear License Plate Mounts All Season Tires Standard tire w/jack Spare Tire Installed Air Conditioning STD Seating Capacity 2 Installed Front Air Bags Price Each Gasoline Price Each Diesel Price Each Flex Fuel Options: AM/FM w/ CD Player 2 Shop/Service Manual 3 CD Service Manual Titt Wheel & Cruise Control Limited Slip Rear End Tow Package: Transmission Cooler H. D. Engine Cooler **Keyless Entry** Power Windows / Power Locks Glass All Around 10 Side Air Bags 11 Step Bumper 12 Telescopic Trailer Tow Mirrors 13 Rear Rubber Floor Matting 14 Exterior Colors 15 FOB Dealership: (Deduct) 16 FOB Other than Metro Charleston - Per Mile 17 Steel Driver and Passenger Protection Partition (bulkhead) w/ (S1M2HC2FSV) Adrian Steel, solid steel bottom panels, perforated upper center and passenger panels (for rear visibility), hinged center door (w/ key locking latch), pass through access to cargo area, van mounting hardware (includes all mounting brackets, wing kit, fasteners) 61000 18 1 - 3" Set Back Wing Mouniting Kit to provide additional seat travle from driver seat. (goes with #16) 6/0

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Additional Information: \* GREEN, ORENGE, YELLOW, TAN, WHITE, RED, BLACK
ADD \$130 For SILVER, DK. BLUE, DK GREEN MET, SANDITONE,
6204

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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

PURCHASE ORDER NO: MV11G

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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

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

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

ST CLAIRSVILLE OH 43950

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