



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.
 MV11G

PAGE
 1

BLANKET RELEASE
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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.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

*709023315 800-610-0211
 WHITESIDE CHEVROLET CADILLAC
 50714 NATIONAL ROAD
 ST CLAIRSVILLE OH 43950

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/12/2010	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		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>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.</p> <p>*****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.</p> <p>ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE SENT TO THE FLEET MANAGEMENT OFFICE FOR APPROVAL. APPROVED REQUEST WILL BE SENT TO THE PURCHASING DIVISION FOR PROCESSING. AGENCY REQUESTS MUST BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED.</p> <p>POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT.</p>					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 NOV 19 2010
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *11/12/10*

APPROVED FOR
 ONE FISCAL YEAR
Dan Wayne

BY *JO ANN JOKINS* 304-558-8802 *11/16/10*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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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VENDOR

*709023315 800-610-0211
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 50714 NATIONAL ROAD

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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							
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 15, 2010 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 _____
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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
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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 EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION. AFTER APPROVAL AND ENCUMBRANCE, ONE COPY OF THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT. NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p>							
						TOTAL	

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BY _____
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LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p>					
					TOTAL

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Whiteside Chevrolet		
CLASS	MODEL	PRICE
11 - Truck	Chevrolet Colorado CS15403, 2 Wheel Drive, 6 Cylinder, 4200 GVWR, Short Bed, Gas	\$ 14,400.00
12A - Truck	Chevy Silverado CC10703- Large Pickup, Hybrid, 2 Wheel Drive, 6000 GVWR, Short Bed, Hybrid	\$ 32,700.00
18A - Truck	Chevy Silverado 1500 Hybrid CK10543 - Large Pickup, Hybrid, 4 Wheel Drive, 5400 GVWR, Short 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
 Model Name & Number

CHEVROLET
90 DAYS EST
COLORADO CS15403

WHITESIDE CHEVROLET BUICK
 PONTIAC CADILLAC GMC
 50714 National Rd.
 St. Clairsville, Ohio 43950

Standard Equipment Requirements:

Engine	MIN: 148 HP 180 TORQUE
Transmission	Automatic
Steering	Power
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
Tires	All Season
Spare Tire	Full Size w/ Jack
Air Conditioning	STD
Front Seat	Standard seating
Rubber Floor Covering	Installed
Front Air Bags	Installed

Price Each Gasoline \$ 14400⁰⁰
 Price Each Flex Fuel \$ —————

HP	TORQUE
242	242

EPA	EPA
HGWY	CITY
23	17

1		\$
2	Shop/Service Manual	\$ 220 ⁰⁰
3	CD Service Manual	\$ 430 ⁰⁰
4	Tilt Wheel & Cruise Control	\$ N.C.
5	Limited Slip Rear End	\$ 255 ⁰⁰
6	Keyless Entry	\$ 580 ⁰⁰
7	Power Windows / Power Locks	\$ 580 ⁰⁰
8	Exterior colors	\$ *
9	Slide Rear Window	\$ 155 ⁰⁰
10	Long Bed	\$ N.A.
11	Slush/All Weather Mats (Driver & Passenger)	\$ 160 ⁰⁰
12	Slush/All Weather Mats (Second Row)	\$ N.A.
13	Slush/All Weather Mats (Cargo)	\$ N.A.
14	Bed Liner	\$ 140 ⁰⁰
15	Side Air Bag	\$ N.C.
16	Optional Engine	\$ — 4cyl
17	Manual Transmission w/Overdrive (Deduct)	\$ - 600 ⁰⁰
18	Remove Console (Delete) (Console between seats)	\$ - N.A.
19	Delete Cloth Seats (Deduct)	\$ - N.A.
20	Delete Carpet (Deduct)	\$ - N.C.
21	FOB Dealership: (Deduct)	\$ - 25 ⁰⁰
22	FOB Other than Metro Charleston - Per Mile	\$ 1.25

Additional Information:

* BLACK, WHITE, NAVY, AQUA BLUE, Red, Red MET, SILVER, STEEL GREEN,
 YELLOW, ORANGE, 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

WHITESIDE CHEVROLET BUIC
 PONTIAC CADILLAC GMC
 50714 National Rd.
 St. Clairsville, Ohio 43950

Vendor Name: _____

Manufacturer / Brand
 Delivery
 Model Name & Number

CHEVROLET
 60 DAYS EST
 SILVERADO CVD10703

HP **302** TORQUE **305**

Standard Equipment Requirements:	
Engine	MIN 300 HP 300 TORQUE
Transmission	Automatic
Steering	Power
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
Tires	All Season
Spare Tire	Full Size w/ Jack
Air Conditioning	STD
Front Seat	Bench
Rubber Floor Covering	Installed
Front Air Bags	Installed

EPA HWY **19** EPA CITY **14**

Price Each Gasoline \$ _____
 Hybrid \$ **32,700.00**
 Flex Fuel \$ _____

1 AM/FM w/ CD Player		\$ 148.00
2 Shop/Service Manual		\$ 220.00
3 CD Service Manual		\$ 430.00
4 Tilt Wheel & Cruise Control		\$ 220.00
5 Limited Slip Rear End		\$ 2,800.00
6 Keyless Entry		\$ 350.00
7 Power Windows / Power Locks		\$ 790.00
8 Tow Hooks		\$ 480.00
9 Long Bed		\$ 380.00
10 Exterior colors		\$ * 610.00
11 Slide Rear Window		\$ N/C
12 Side Air Bags		\$ N/C
13 Engine Options	5.3L Option 1:	\$ 890.00
14 Engine Options	Option 2:	\$ _____
15 Slush/All Weather Mats (Driver & Passenger)		\$ 180.00
16 Slush/All Weather Mats (Second Row)		\$ 180.00
17 Slush/All Weather Mats (Cargo)		\$ 310.00
18 Bed Liner		\$ 310.00
19 Crew Cab		\$ 5,710.00
20 Extended Cab		\$ 2,100.00
21 Manual Transmission w/Overdrive (Deduct)		\$ - N/A
22 Delete Cloth Seats (Deduct)		\$ - N.C.
23 Delete Carpet (Deduct)		\$ - N.C.
24 Dual Gas Tanks (gas only)		\$ - N.A.
25 FOB Dealership: (Deduct)		\$ - 2.50
26 FOB Other than Metro Charleston - Per Mile		\$ 1.50

Additional Information:

* YELLOW, GREEN, TAN, ORANGE, WHITE, BLACK, RED, DK BLUE,
 BLUE GRAY, SILVER, GRAY, STEEL GREEN

CLASS 23A VAN, CARGO
8500 GVWR, 135" Wheelbase

070-92-23-002

Vendor Name: _____

WHITESIDE CHEVROLET BUICK
PONTIAC CADILLAC GMC
50714 National Rd.
St. Clairsville, Ohio 43950

Manufacturer / Brand
Delivery
Model Name & Number

CHEVROLET
90 DAYS EXT
EXPRESS CG23405

Standard Equipment Requirements:

Engine	Gasolin&MIN: 225 HP 286 TORQUE
Engine	DieselMIN: 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	STD
Front Air Bags	Installed

HP
280
260

TORQUE
295
525

GAS
Diesel

Price Each Gasoline
Price Each Diesel
Price Each Flex Fuel

FWD

\$ 27700⁰⁰

\$ 39900⁰⁰

\$ 27700⁰⁰

Options:

1	AM/FM w/ CD Player	\$ 180 ⁰⁰	\$ 180 ⁰⁰
2	Shop/Service Manual	\$ 220 ⁰⁰	\$ 220 ⁰⁰
3	CD Service Manual	\$ 340 ⁰⁰	\$ 340 ⁰⁰
4	Tilt Wheel & Cruise Control	\$ 240 ⁰⁰	\$ 240 ⁰⁰
5	Limited Slip Rear End	\$ 280 ⁰⁰	\$ 280 ⁰⁰
6	Tow Package: Transmission Cooler H. D. Engine Cooler	\$ 235 ⁰⁰	\$ 235 ⁰⁰
7	Keyless Entry	\$ 370 ⁰⁰	\$ 370 ⁰⁰
8	Power Windows / Power Locks	\$ 410 ⁰⁰	\$ 410 ⁰⁰
9	Glass All Around	\$ 130 ⁰⁰	\$ 130 ⁰⁰
10	Side Air Bags	\$ 310 ⁰⁰	\$ 310 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)	\$ - 50	\$ - 50
16	FOB Other than Metro Charleston - Per Mile	\$ 1.25	\$ 1.25
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) and Finish coated gray.	\$ 420 ⁰⁰	\$ 420 ⁰⁰
18	1 - 3" Set Back Wing Mounting Kit to provide additional seat travel from driver seat. (goes with #16)	\$ 610 ⁰⁰	\$ 610 ⁰⁰

Additional Information:

* GREEN, ORANGE, YELLOW, TAN, WHITE, Red, BLACK
Add \$130 For SILVER, Dk. BLUE, Dk Green MET, SANDSTONE, GRAY



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RECEIPT TICKET FOR PURCHASE ORDER:						MV11G	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	070-06-01-000	2010	(OR CURRENT MODEL YEAR) MOTOR		_____	_____	
SIGNATURE _____					DATE _____		
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 _____
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