



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.  
MV12I

PAGE  
1

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  
3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

## AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/18/2012		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				
			CHANGE ORDER #03				
	CHANGE ORDER IS ISSUED TO ADD THE FOLLOWING CLASS VEHICLES TO CONTRACT PER ATTACHED PRICE SHEET.						
	CLASS 6A	GRAND CHEROKEE					
	CLASS 7	GRAND CHEROKEE					
	EFFECTIVE DATE OF CHANGE: 04/12/2012						
	NO OTHER CHANGES						
0001		EA			.00000		
	02/15/2012		070-06-01-000				
	2012 (OR CURRENT MODEL YEAR) MOTOR VEHICLES						
					PREVIOUS PO TOTAL==>	OPEN END	
					PO NET CHANGE (+)==>		

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 APR 18 2012  
*Beverly Toler*

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

*4/18/12*

OPEN END  
 TOTAL

*Dave Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY GUY NISBET 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.~~
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**CLASS 6-A - AUTOMOBILE**

070-06-06-002

Utility Vehicle, Special Purpose, Off-Road, 4 Wheel Drive, 5700 GVWR, 109" Wheelbase  
Includes but is not limited to: Jeep Grand Cherokee, Trailblazer or equal.

**STEPHENS AUTO CENTER**

Manufacturer / Brand	JEEP
Delivery	60 - 120 DAYS EST
Model Name & Number	GRAND CHEROKEE WKJH74

**Standard Equipment Requirements:**

Engine	MIN: 200 HP 195 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power/ABS
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Spare Tire	Standard tire w/ Jack
Rear Window/Defogger	Installed
Fuel Tank	Standard
Front Seat	Bucket
Rear Seat	Bench
Air Conditioning	Installed
Floor Mats	Installed
Running Ground Clearance	At least 8.3 inches
Cargo Volume Rear Seat Up	at least 35 cubic ft.
Cargo Volume Rear Seat Down	at least 67 cubic ft.
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

HP	TORQUE
290/3.6L V6	260/3.6L V6

Price Each Gasoline	\$25,267
Price Each Flex Fuel	\$25,267

standard duty	EPA HGWY	EPA CITY
	23	16

**Options:**

1 All Terrain Tires		\$	INC
2 AM/FM w/ CD Player		\$	STD
3 Tilt Wheel & Cruise Control		\$	STD
4 Keyless Entry		\$	STD
5 Power Windows / Power Locks		\$	STD
6 Tow Package	List items included in this group	\$	530
7 Side Air Bags		\$	STD
8 Exterior colors		\$	STD
9 Third Row Seating		\$	NA
10 Interior Rubber Floor Matting		\$	NA
11 Spare Tire Carrier - External		\$	NA
12 Engine, 8 Cylinder, 4.7 Liter		\$	SEE BELOW
13 Delete Running Boards and Luggage Racks (Deduct)	→	\$ -	STD
14 Delete Floor Mats (Deduct)	→	\$ -	NA
15 Delete Cloth Seats (Deduct)	→	\$ -	NA
16 Delete Carpet (Deduct)	→	\$ -	NA
17 Manual Transmission w/Overdrive (Deduct)	→	\$ -	NA
18 Remove Console (Delete) (Console between seats)	→	\$ -	NA
19 FOB Dealership: (Deduct)	→	\$ -	10
20 FOB Other than Metro Charleston - Per Mile	→	\$	1.59

**Additional Information:**

TRAILER TOW GROUP INC 7/4 PIN HARNESS, CLASS IV RECEIVER, DELETES
REAR TOW HOOKS, REAR LOAD LEVELING SUSPENSION
ENGINE OPTION: 5.7L HEMI \$6226 INC OTHER UPGRADES

Stephens Auto Center  
 P.O. Box 100  
 Charleston, WV 25304  
 Phone 304-744-1111

**CLASS 7 - AUTOMOBILE**

070-06-07-001

Utility Vehicle, Special Purpose, Midsize, 4 Wheel Drive, 6270 GVWR  
 Includes but is not limited to: Ford Explorer, Trailblazer or equal.

**STEPHENS AUTO CENTER**

Manufacturer / Brand	JEEP
Delivery	60 - 120 DAYS EST
Model Name & Number	GRAND CHEROKEE WKJH74

**Standard Equipment Requirements:**

Engine	MIN: 235 HP 295 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
Rear Window/Defogger	Installed
Fuel Tank	Standard
Front Seat	Bucket
Rear Seat	Bench
Air Conditioning	Installed
Floor Mats	Installed
Auto Locking Hubs	Installed
Front Air Bags	Installed

HP	TORQUE
290/3.6L	260/3.6L

EPA HWY	EPA CITY
23	16

Price Each Gasoline	\$24,561
Price Each Flex Fuel	\$24,561

**Options:**

**1 Off Road Package Including Limited Slip Rear Includes:**

- Axle-trac-lok differential
- Engine Cooling - heavy duty
- Skid plate Group List items included in this group
- Suspension - Heavy Duty W/gas Shocks
- All Terrain Tires
- Tow Hooks

TRACTION CONTROL STANDARD
NA
SUSP, FUEL TANK, TRANS CASE
NA
INC
INC

\$ \_\_\_\_\_ 846

↑  
 Enter total Off Road pkg above

- 2 AM/FM w/ CD Player
- 3 Tilt Wheel & Cruise Control
- 4 Keyless Entry
- 5 Power Windows / Power Locks
- 6 Tow Package List items included in this group
- 7 Side Air Bags
- 8 Exterior colors
- 9 Rear Air
- 10 Running Board
- 11 Third Row Seat
- 12 Low Range 4 Wheel Drive
- 13 Spare Tire Carrier - External
- 14 Roof-Top Luggage Rack
- 15 Slush/All Weather Mats (Driver & Passenger)
- 16 Slush/All Weather Mats (Second Row)
- 17 Slush/All Weather Mats (Cargo)
- 18 6 Cylinder (Deduct) \_\_\_\_\_ →
- 19 Delete Floor Mats (Deduct) \_\_\_\_\_ →
- 20 Delete Cloth Seats (Deduct) \_\_\_\_\_ →
- 21 Delete Carpet (Deduct) \_\_\_\_\_ →
- 22 Manual Transmission w/Overdrive (Deduct) \_\_\_\_\_ →
- 23 Remove Console (Delete) (Console between seats) \_\_\_\_\_ →
- 24 FOB Dealership: (Deduct) \_\_\_\_\_ →
- 25 FOB Other than Metro Charleston - Per Mile

\$	STD
\$	STD
\$	STD
\$	STD
\$530	SEE BELOW
\$	STD
	STD
	NA
\$	NA
\$	NA
	STD
\$	NA
	ROOF SIDE RAILS STD
	\$52.85 INC SECOND ROW
	SEE ABOVE
NA	
\$ -	STD
\$ -	NA
\$ -	NA
\$ -	NA
\$ -	NA
\$ -	NA
\$ -	10
\$	1.59

**Additional Information:**

TRAILER TOW 7/4 PIN WIRING, CLASS IV HITCH RECEIVER, HD ENGINE COOLING (W/V8 ENG ONLY),  
 REAR LOAD LEVELING, DELETES REAR TOW HOOKS