



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.
MV12K

PAGE
1

BLANKET RELEASE
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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

INVOICE TO

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

VENDOR

*217110258 01 304-855-8300
 THORNHILL LINCOLN
 63 ADMIRAL RD

 CHAPMANVILLE WV 25508

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/28/2012		NET 30		203146880			
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				
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS TO SUPPLY 2012 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. THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 11/07/2011 AND ALL ADDENDA THERETO. 2. ADDENDUM NO. 1, DATED: 11/22/2011. 3. VENDOR'S BID DATED 12/12/2011. ALL RELEASE ORDERS FOR STATE AGENCIES MUST BE DONE THROUGH THE PURCHASING DIVISION. AGENCY REQUESTS MUST BE SUBMITTED WITH A WV-35 AND ATTACH THE COMPLETED VEHICLE ORDER FORM FOR EACH DIFFERENT TYPE OF VEHICLE ORDERED. ***** AGENCIES MUST OBTAIN APPROPRIATE APPROVAL PRIOR TO SENDING TO THE PURCHASING DIVISION. ***** POLITICAL SUBDIVISIONS SHOULD CONTACT THE VENDOR							
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 20 2012 <i>Beverly Toler</i>	

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

Guy
2/28/12

OPEN END

TOTAL

Dawn Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Guy Nisbet* 03/15/12
 GUY NISBET 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.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.
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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 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR ADDRESS

*217110258 01 304-855-8300
 THORNHILL LINCOLN
 63 ADMIRAL RD
 CHAPMANVILLE WV 25508

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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	02/27/2012	EA	070-06-01-000		.00000		
DIRECTLY TO MAKE A PURCHASE THROUGH THIS CONTRACT. 2012 (OR CURRENT MODEL YEAR) MOTOR VEHICLES EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 02/15/2012 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 _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
	<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>						
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. 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.						
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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

MV12	Thornhill Ford	
CLASS	MODEL	PRICE
12 - Truck 2WD Shrt. Bed 6000 GVWR	GAS - Ford F-150 F1C	\$14,720.88
12 - Truck 2WD Shrt. Bed 6000 GVWR	Flex Fuel - Ford F-150 F1C	\$14,720.88
18 - Truck 4WD Shrt. Bed 5400 GVWR	GAS - Ford F-150 F1E	\$17,882.88
18 - Truck 4WD Shrt. Bed 5400 GVWR	Flex Fuel - Ford F-150 F1E	\$17,882.88

CLASS 12 - TRUCK

070-48-12-001

Large Pickup, 2 Wheel Drive
6000 GVWR, Short Bed, Approx. 5'7" bed.

Includes but is not limited to: Ford F150, Dodge 1500, Chevrolet 1500 or equal.

Vendor Name: Thornhill Ford

Manufacturer / Brand	Ford
Delivery	8 - 10 weeks from order
Model Name & Number	F-150 F1C

Standard Equipment Requirements:

Engine	MIN 195 HP 235 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	Installed
Front Seat	Bench
Rubber Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
302	278

Price Each Gasoline	14,720.88
Hybrid	
Flex Fuel	14,720.88

EPA HGWY	EPA CITY
17	23

Bed Size Quote 6'5"

Options:

1	AM/FM w/ CD Player	\$	241.00
2	Tilt Wheel & Cruise Control	\$	187.00
3	Limited Slip Rear End	\$	332.00
			Incl. W/P. Windows Group
4	Keyless Entry	\$	789.00
5	Power Windows / Power Locks	\$	N/A
6	Tow Hooks	\$	263.00
7	Long Bed	\$	0.00
8	Exterior colors	\$	187.00
9	Slide Rear Window	\$	Standard
10	Side Air Bags	\$	830.00
11	Engine Options:	\$	1,573.00
12	Engine Options: 5.0L V8	\$	78.00
13	Slush/All Weather Mats (Driver & Passenger)	\$	N/A
14	Slush/All Weather Mats (Second Row)	\$	N/A
15	Slush/All Weather Mats (Cargo)	\$	185.00
16	Bed Liner	\$	6,613.00
17	Crew/Quad Cab	\$	2,947.00
18	Extended Cab	\$	N/A
19	Manual Transmission w/Overdrive (Deduct)	\$ -	N/A
20	Delete Cloth Seats (Deduct)	\$ -	0.00
21	Delete Carpet (Deduct)	\$ -	0.00
22	Delete Truck Bed (Deduct)	\$ -	N/A
23	FOB Dealership: (Deduct)	\$ -	0.00
24	FOB Other than Metro Charleston - Per Mile	\$	3.10

Additional Information:

CLASS 18 - TRUCK
 Large Pickup, 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 or equal.

Vendor Name: Thornhill Ford

Manufacturer / Brand	Ford
Delivery	8 - 10 weeks from order
Model Name & Number	F-150 F1E

Standard Equipment Requirements:

Engine	MIN: 231 HP 270 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	Installed
Front Seat	Bench
Auto Locking Hubs	Installed
Standard Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
302	278

Price Each Gasoline	17,882.88
Price Each Flex Fuel	17,882.88
Hybrid	

EPA HGWHY	EPA CITY
16	21

Options:

1 Off Road Package Including Limited Slip Rear, Includes:		\$	455.00
Axle-trac-lok differential	322.00		
Engine Cooling - heavy duty	N/A		
Skid plate Group	133.00		
Suspension - Heavy Duty W/gas Shocks	N/A		
All Terrain Tires	Standard		
Tow Hooks	Standard		
2 AM/FM w/ CD Player		\$	241.00
3 Tilt Wheel & Cruise Control		\$	187.00
4 Tow Package	List items included in this group	\$	311.00
5 Snow Plow Package	List items included in this group	\$	N/A
6 Exterior colors		\$	0.00
7 Slide Rear Window		\$	187.00
			Incl. W,PRW Windows/Loc Group
8 Keyless Entry		\$	789.00
9 Power Windows, Locks, Power Heated Mirrors	*(MIRRORS NOT HEATED)*	\$	Standard
10 Side Air Bags		\$	N/A
11 Slush/All Weather Mats (Driver & Passenger)		\$	N/A
12 Slush/All Weather Mats (Second Row)		\$	N/A
13 Slush/All Weather Mats (Cargo)		\$	N/A
14 Bed Liner		\$	185.00
15 Carpet Interior		\$	120.00
16 Cloth Seats		\$	0.00
17 Long Bed		\$	262.00
18 Rear Jump Seat		\$	Incl. with ext. cab
19 Extended Cab w/ Third and Fourth Door		\$	2,375.00
20 Engine Option: Size: 5.3L		\$	830.00
21 6 Cylinder (Deduct)	_____ →	\$ -	0.00
22 Manual Transmission w/Overdrive (Deduct)	_____ →	\$ -	N/A
23 Delete Floor Mats (Deduct)	_____ →	\$ -	Standard
24 Delete Cloth Seats (Deduct)	_____ →	\$ -	Standard
25 FOB Dealership: (Deduct)	_____ →	\$ -	0.00
26 FOB Other than Metro Charleston - Per Mile	_____ →	\$	3.10

Additional Information:

Tow Package includes: Clas IV Receiver, 7 Pin Wiring Harness
 Upgraded radiator and Aux. transmission oil cooler