



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.
PC05A

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

AGENCY COPY

PODNER
 *709044554 304-624-7611
 COUNTRY CLUB CHRYSLER PLY DODG
 PO BOX 2321
 ROUTE 19 SOUTH
 CLARKSBURG WV 26301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/04/2004		NET 30		550567749			
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		EA	070-06		21,149.00000		
<p>BLANKET OPEN-END CONTRACT</p> <p>THIS BLANKET OPEN-END CONTRACT IS TO SUPPLY 2005 DODGE DURANGO VEHICLES TO THE WEST VIRGINIA STATE POLICE AND WEST VIRGINIA POLITICAL SUBDIVISIONS.</p> <p>THIS AWARD IS PER ALL THE SPECIFICATIONS AND TERMS AND CONDITIONS OF THE REQUEST FOR QUOTATION DATED 8/30/2004, AND VENDOR'S BID DATED 9/28/2004. SEE THE ATTACHED FOR REQUIRED EQUIPMENT AND LIST OF STANDARD EQUIPMENT.</p> <p>WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED</p> <p>OCT 7 2004</p> <p><i>Beverly Toler</i></p>							
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 15, 2004 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</p>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE BY 10-404 OPEN END

APPROVED FOR ONE FISCAL YEAR

Samuel Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468
 BY *Laura Reynolds*
 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 or 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, this contract is automatically null and void, and is terminated without further order.



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	<p>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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>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 SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						
						TOTAL	

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BETTY FRANCISCO

304-558-0468



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<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 STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>							
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>						TOTAL	

BETTY FRANCISCO

304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL



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<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>							
						TOTAL	

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**2005 SPORT UTILITY VEHICLE
DODGE DURANGO,
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

OPTION PRICING INFORMATION:

Trailer Towing Package:

INCLUDED IN BASE PRICE
\$ _____

CD- \$109.00
BOOK-\$290.00

Service Manuals (one set) --
(complete set of "dealer" shop manuals,
Inclusive of any future updates)

\$ _____

Additional Options:
2 SPEED TRANSFER CASE (high & low range) \$170.00
5.7L HEMI (SLT REQUIRED & INCLUDED) \$2861.00
SLT PACKAGE W/4.7 ENGINE \$1987.00
3 rd ROW SEAT (SLT ONLY) \$217.00

Miscellaneous: Inspection of Sample Vehicle(s): Within one week after the issuance of a purchase order, the successful bidder shall make arrangements to deliver to the West Virginia State Police, 725 Jefferson Road, South Charleston, West Virginia, a sample vehicle having the same general body, chassis, engine and transmission as the vehicle on which the bid was submitted. This vehicle is not a patrol vehicle and may be a vehicle from the dealer's stock. It will be used as a prototype for determining the method of attaching various items of police equipment.

The standard factory warranty of the vehicle bid shall be clearly specified within the body of the Vendor's bid submission. In addition, any available extended factory warranties which are optional shall also be bid as separate items, listing all areas and items covered.

Note: Equipment installation to be at the factory and not "add on" dealer accessories. Any exception(s) will be clearly stated within the body of the respective Vendor's bid submission.

Inspection, Testing and Evaluation -- State Police Vehicle Only --

Pre-Delivery: Prior to delivery, each new vehicle must be completely serviced in accordance with standard new car dealer "make ready" preparation and in accordance with these specifications and the manufacturer's recommendations. Crankcase, differential, transmissions and fuel tank must be filled to capacity as recommended by the manufacturer. Each vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle and signed by the mechanic(s) or individuals that worked on the same prior to the department inspection.

Delivery, Testing and Evaluation: Vehicles will be inspected, tested and evaluated to determine if they meet the requirements of this specification.

Vehicles will be delivered by the dealer. (Vehicles purchased by the West Virginia State Police will be delivered to 725 Jefferson Road, South Charleston, West Virginia.) Vehicles will not be accepted until inspected and approved by the Purchaser. All repairs and corrections will be the responsibility of the dealer. Dealer will provide dealer's license, insurance (as required for dealer license), and reasonable management assistance for pre-delivery acceptance inspections. If the successful bidder's car does not meet the requirements of this specification, it will be rejected.

**2005 SPORT UTILITY VEHICLE
DODGE DURANGO,
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Vehicles bid in this classification shall be full-size, four door vehicles commonly referred to as sport utility vehicles. In addition to four passenger doors, they must also include a rear lift gate or cargo doors. Any vehicle bid must be able to withstand the rigors of police use and shall meet the following minimum specifications.

The base price bid of the specified vehicle will include all items/features/equipment listed by the manufacturer as standard equipment, as well as any other "optional" features listed below. These features include, but are not limited to the following.

Mandatory Equipment Package:

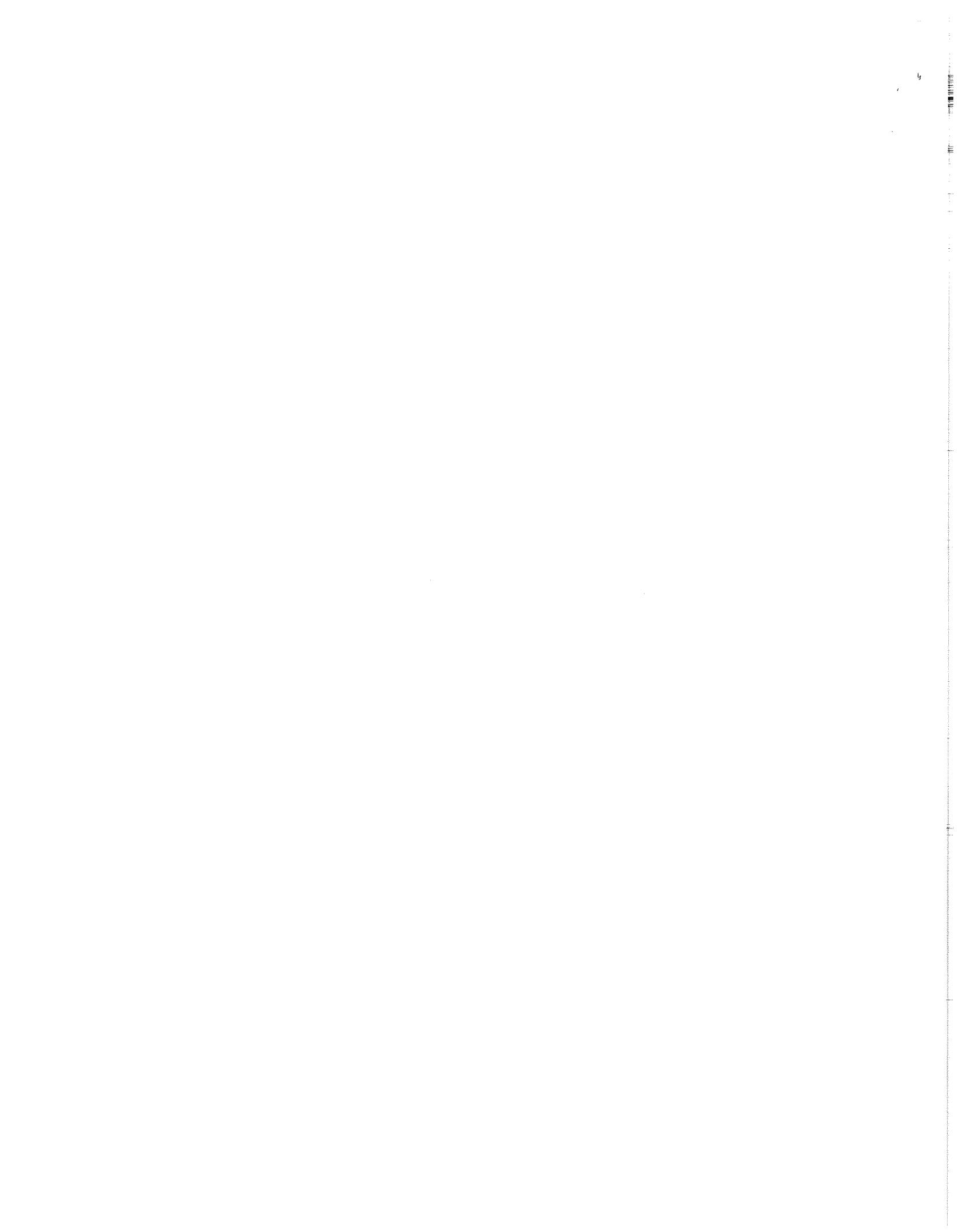
Engine:	Minimum 4.6 Liter, V8
Wheelbase:	Minimum 113"
Transmission:	Automatic, with Heavy Duty Oil Cooler, Maximum Available
Differential:	Limited Slip, Rear ; TRACTION CONTROL
Transfer Case:	4 wheel Drive, with no Center Mounted Shifter(s)
Suspension:	Heavy Duty with Front and Rear Stabilizer
Engine Cooling:	Heavy Duty, Maximum Available for Vehicle
Steering:	Power Assisted
Brakes:	Power Assisted / 4 Wheel ABS
Radio:	AM/FM Cassette Stereo CD
Front Seats:	Cloth, High Back, Bucket Seats
Rear Seat:	Cloth Bench
Third Seat:	None
Windows:	Power Operated
Door Locks:	Power Operated with Rear Child Safety Feature
Floor Covering:	Fully Carpeted Passenger Compartment and Cargo Area with Coordinating Carpeted Floor Mats (4) or Heavy Duty Black Vinyl Floor Covering (If Available with other Equipment Specified)
Rear Window Defogger:	Installed
Air Conditioning:	Installed
Spare Tire:	Full Size
Skid Plates:	Transmission and Transfer Case FRONT TOW HOOKS

-- End of Base Equipment Listing --

IMPORTANT NOTE: Prospective Vendors must include all profit margins for the vehicle bid in the "Base Vehicle Cost" specified below. Any and all options must be made available at actual Dealer Cost (the below listing is not all-inclusive). Pricing for all options listed below must be provided with the bid package. Failure to provide option-pricing information (at dealer cost) shall be grounds for disqualification of the bid.

Model: DODGE DURANGO ST HB5M74

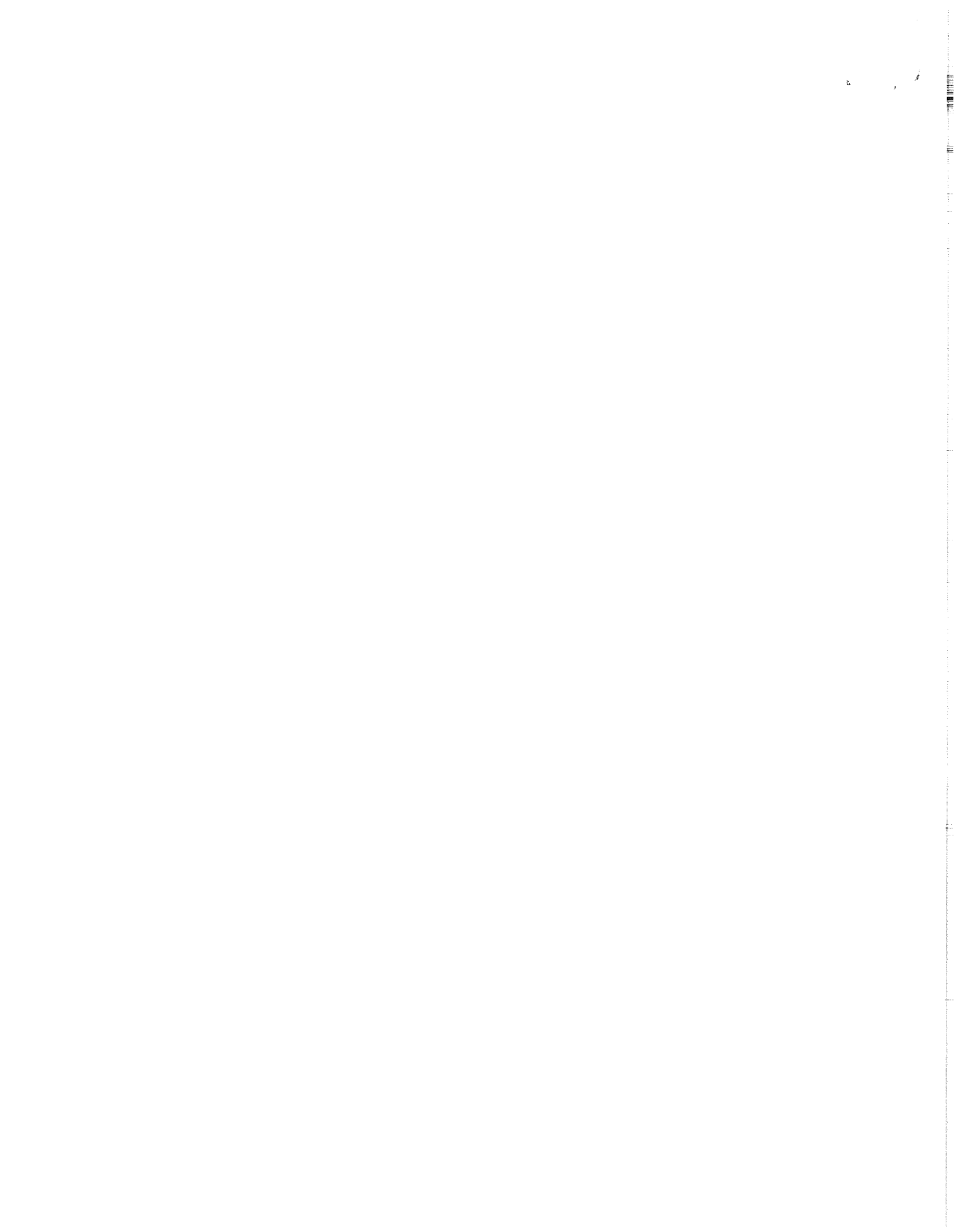
Base Vehicle Cost: \$ 21,149.00



STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	HB5M74 HB5M74 DURANGO ST 4X4	HB5H74 HB5H74 DURANGO SLT 4X4	HB5P74 HB5P74 DURANGO LIMITED 4X4
17X8.0 CAST ALUMINUM WHEELS (WF5)			X
17X8.0 STYLED STEEL WHEELS (WEE)	X	X	
AIR BAGS-FRONT,ADVANCED,MULTISTAGE** (CG3)	X	X	X
AIR CONDITIONING (HAA)	X	X	
AIR CONDITIONING - REAR WHEATER (HBB)		X	X
AIR CONDITIONING W/AUTO TEMP CONTROL (HAB)			X
ALTERNATOR - 136 AMP (BAZ)	X		
ALTERNATOR - 160 AMP (BAB)		X	X
AMPLIFIER - 368 WATT (RD6)			X
ANTENNA - FIXED (RDD)	X	X	X
ASSIST HANDLES - PASSENGER (CSR)	X	X	X
AUDIO CTRLS-STEERING WHEEL MOUNTED (RDZ)			X
AXLE - FRONT, 205MM (DJJ)	X	X	X
AXLE - REAR, CORPORATE 8.25 (DRA)	X	X	X
AXLE RATIO - 3.55 (DMD)	X	X	X
BADGE - DURANGO, BRIGHT (MZJ)	X	X	X
BADGE - LIMITED, BRIGHT (MVA)			X
BADGE - RAM'S HEAD (MGA)	X	X	X
BADGE - SLT, BRIGHT (MUZ)		X	
BATTERY - 800 AMP MAINTENANCE FREE (BCE)	X	X	X
BATTERY - W/RUN DOWN PROTECTION (BCS)	X	X	X
BEZEL - INSTR. PANEL, SATIN SILVER (JBM)			X
BEZEL - INSTRUMENT PANEL, BLACK (JBF)	X		
BEZEL - INSTRUMENT PANEL, WOODGRAIN (JBG)		X	
BRAKE/PARK INTERLOCK (XSL)	X	X	X
BRAKES - ANTI-LOCK 4-WHEEL DISC (BRT)	X	X	X
CARGO NET (CKR)			X
CARGO TIE DOWN LOOPS (CKT)	X	X	X
CARPETS - FLOOR AND CARGO AREA (CKA)	X	X	X
CONSOLE - FLOOR (CUC)	X	X	X
CONSOLE - OVERHEAD (CUN)			X
DEFROSTER - REAR WINDOW (GFA)	X	X	X
DOOR TRIM - MONOTONE, MAP POCKET (CBG)	X		
DOOR TRIM - PREM VINYL W/MAP POCKETS (CBZ)			X
DOOR TRIM - TU TONE W/MAP POCKETS (CBP)		X	
DRIVER AUTO DIM - EXTERIOR MIRROR (GNZ)			X
ENGINE - ENG - NEXT GENERATION 4.7L MAGNUM V8 (EVA)	X	X	X
EVAP CONTROL SYSTEM (NBK)	X	X	X
EMISSIONS - FEDERAL (NAA)	X	X	X
ENGINE CONTROLLER - NEXT GENERATION (NZD)	X	X	X
FASCIA - FRONT, BODY COLOR (MLH)		X	X
FASCIA - FRONT, GRAY (MCC)	X		
FASCIA - REAR, BODY COLOR (ML9)		X	X
FASCIA - REAR, GRAY (MBZ)	X		
FEDERAL TIER 2, BIN 10C EMISSIONS (NB6)	X	X	X
FLOOR MATS - FRONT & REAR (CLE)	X	X	
FLOOR MATS - LUXURY, FRONT & REAR (CLX)			X
FOG LAMPS (LNJ)		X	X
FUEL TANK - 27 GALLON (NFJ)	X	X	X
GVW RATING - 6600# (Z5B)	X	X	X
GARAGE DOOR OPENER - UNIVERSAL (XGD)			X
GLASS - DEEP TINT SUNSCREEN (GEG)	X	X	X
GLASS - FRONT DOOR TINTED (GCB)	X	X	X
GRILLE - BLACK/BRIGHT (MFM)	X	X	X
HEADLAMPS - AUTOMATIC (LMG)			X
HEADLAMPS - HALOGEN (LMB)	X	X	X
HEATING ELEMENT - EXTERIOR MIRRORS (NHJ)			X
HORNS - ELECTRIC, DUAL NOTE (JJB)	X	X	X
ILLUMINATED ENTRY (LAC)	X	X	X
INSTR. PANEL - W/WOODGRAIN,SOFT TOUCH (JAM)		X	
INSTRUMENT CLUSTER W/TACH (JAY)	X		
INSTRUMENT CLUSTER W/TACH, PREMIUM (JA2)		X	X
INSTRUMENT PANEL (JAA)	X		
INSTRUMENT PANEL - PREMIUM (JAC)			X
INTERIOR CONVENIENCE GROUP (AFH)			X
KEYLESS ENTRY (GXR)	X	X	X
LAMP - CENTER HI-MOUNT STOP (LPS)	X	X	X
LAMP - CONSOLE FLOOD (LBF)			X
LAMP - GLOVE BOX (LBC)	X	X	X
LAMPS - FLOOD, LIFTGATE (LDG)	X	X	X
LAMPS - MAP/DOME READING (LCD)	X	X	
LAMPS - REAR COURTESY/READING (LCE)			X
LICENSE PLATE BROW - ACCENT COLOR (MNS)	X		
LICENSE PLATE BROW - BRIGHT (MNP)		X	X



STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)	HB5M74 HB5M74 DURANGO ST 4X4	HB5H74 HB5H74 DURANGO SLT 4X4	HB5P74 HB5P74 DURANGO LIMITED 4X4
LOCKS - POWER (JPB)	X	X	X
MEMORY - EXTERIOR MIRRORS (LEM)			X
MEMORY-RADIO/DRVR SEAT/MIRRORS/HVAC (LEZ)			X
MIRROR - REAR VIEW, AUTO DIM (GNT)			X
MIRROR - REAR VIEW, DAY/NIGHT (GNA)	X	X	
MIRRORS - POWER, 5 X 7 (GUH)	X	X	
MIRRORS -POWER,6X9,F/AWAY,MULTI-FUNG (GUN)			X
MOLDING -BODYSIDE, B/C, W/BRT INSERT (K20)			X
MOLDING -BODYSIDE, BODY COLOR, WIDE (K30)		X	
MONOTONE PAINT (APA)	X	X	X
OCCUPANT CLASSIFICATION SYSTEM (XCA)	X	X	X
P245/70R17 BSW ON/OFF ROAD TIRES (1TH)	X	X	
P265/65R17 BSW ON/OFF ROAD TIRES (1TK)			X
PEDALS - NON ADJUSTABLE (XA8)	X	X	
PEDALS - POWER ADJUSTABLE W/MEMORY (XAM)			X
POWER OUTLET - 12V MOUNTED IN IP (JJJ)	X	X	X
POWER OUTLET - AUXILIARY 12V (JKP)	X	X	X
POWER OUTLET - REAR (JJM)	X	X	X
RADIO - AM/FM CD, 6-DISC, MP3 (RAQ)			X
RADIO-AM/FM COMPACT DISC W/CHGR CTRL (REF)	X	X	
SCISSOR TYPE JACK (XDX)	X	X	X
SCREWS-FRT LICENSE PLATE ATTACHMENT (MDA)	X	X	X
SEAT - 2ND ROW, 40/20/40, FOLDING (CFQ)	X	X	
SEAT - 2ND ROW, 40/20/40, RECLINING (CGL)			X
SEAT - 3RD ROW, 2-PASS, 50/50 SPLIT (CFV)			X
SEAT - 3RD ROW, 2-PASS, BENCH (CFP)		X	
SEAT - POWER 8-WAY, DRIVER (JPV)		X	
SEATS - CLOTH BUCKET (*B5)	X		
SEATS - CLOTH BUCKET (*L5)		X	
SEATS - LOW BACK BUCKET (CAD)	X	X	X
SEATS - PREM LEATHER TRIMMED BUCKET (*JJ)			X
SEATS-POWER FRT 8-WAY W/DRVR MEMORY (JPP)			X
SECURITY ALARM (LSA)			X
SENTRY KEY THEFT DETERRENT SYSTEM (GXX)			X
SHOCK ABSORBERS - FRONT HEAVY DUTY (SFB)	X	X	X
SHOCK ABSORBERS - REAR HEAVY DUTY (SGB)	X	X	X
SIDE RAILS - ROOF (MWE)		X	X
SPARE TIRE - FULL SIZE (TBB)	X	X	X
SPEAKERS - 8,INFINITY 8 LOC,W/SUBW (RCX)			X
SPEAKERS - FOUR (RCD)	X	X	
SPEED CONTROL (NHM)	X	X	X
SPEEDOMETER - 120 MPH PRIMARY (JCB)	X	X	X
STABILIZER BAR - FRONT AND REAR (SHC)	X	X	X
STEERING - POWER RACK AND PINION (SBA)	X	X	X
STEERING COLUMN - TILT (SUA)	X	X	X
STEERING WHEEL - 4-SPOKE (SCF)	X	X	
STEERING WHEEL - LEATHER WRAPPED (SCG)			X
STORAGE - REAR COMPARTMENT, COVERED (CUR)	X	X	X
SUN VISOR - W/MIRROR, RIGHT (GNE)	X	X	
SUN VISORS - ILLUM VANITY MIRRORS (GNC)			X
SUSPENSION - HEAVY DUTY (SDB)	X	X	X
SYNTHETIC REAR AXLE LUBE (XGQ)	X	X	X
T/CASE -AWD, ELECT SHIFT, SINGLE SPD (DH7)	X	X	X
TRANSMISSION - 5-SPD AUTOMATIC 5-45RFE (DGQ)	X	X	X
TIRE CARRIER - WINCH (TBM)	X	X	X
TORQUE CONVERTER - LOCK-UP (DHA)	X	X	X
WARNING BUZZER - KEY IN IGN/SEAT BELT (LAF)	X	X	X
WARNING CHIMES - HEADLAMPS ON (LAJ)	X	X	X
WARNING LAMP - DECK/LID/LIFTGATE A/JAR (LAN)	X	X	X
WARNING LAMP - DOOR A/JAR (LAM)	X	X	X
WARNING SIGNAL - LOW WASHER FLUID (LAL)	X	X	X
WHEEL - 17" STEEL, SPARE (WF1)	X	X	X
WHEELHOUSE LINERS - REAR (MWH)	X	X	X
WINDOWS - POWER, DRIVER ONE-TOUCH (JPD)	X	X	X
WINDSHIELD GLASS - TINTED (GBB)	X	X	X
WINDSHIELD MOLDINGS - BLACK (MHA)	X	X	X
WINDSHIELD WIPERS - VAR INTERMITTENT (JHA)	X	X	X
WIPER/WASHER - REAR VAR INTERMITTENT (JHD)	X	X	X





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.
PC05A

PAGE
5

BLANKET RELEASE
00

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

INVOICE TO

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

RODZBY

*709044554 304-624-7611
 COUNTRY CLUB CHRYSLER PLY DODG
 PO BOX 2321
 ROUTE 19 SOUTH
 CLARKSBURG WV 26301 26301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/04/2004		NET 30		550567749			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: PC05A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	070-06			2005 DODGE DURANGO		_____	_____
SIGNATURE _____				DATE _____			

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

TOTAL

BETTY FRANCISCO

304-558-0468

BY _____
 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 or 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, this contract is automatically null and void, and is terminated without further order.