



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.
PC06A

PAGE
1

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

VENDOR

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

SHIP TO

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AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
10/06/2005		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		
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS BLANKET OPEN-END CONTRACT IS TO SUPPLY 2006 DODGE DURANGOS AND 2006 DODGE CHARGER POLICE PURSUIT VEHICLES TO THE WEST VIRGINIA STATE POLICE AND ALL WEST VIRGINIA POLITICAL SUBDIVISIONS.</p> <p>THIS AWARD IS PER ALL THE SPECIFICATIONS AND TERMS AND CONDITIONS OF THE REQUEST FOR QUOTATION DATED 9/08/2005 AND VENDOR'S BID DATED 9/28/05.</p> <p>SEE THE ATTACHED FOR LIST OF STANDARD EQUIPMENT INCLUDED IN THE BASE PRICE AND LIST OF OPTIONAL EQUIPMENT AND COST THEREOF.</p> <p>POLITICAL SUBDIVISIONS SHALL CONTACT THE VENDOR DIRECTLY FOR PURCHASES THROUGH THIS CONTRACT.</p>					
0001	10/31/2005	EA	070-06 070-06-99-003	21,693.00000	
	2006 DODGE DURANGO		OR FORD EXPLORER		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

OCT 14 2005

Beverly Toler

OPEN END

TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *BSA 10-7-05*

Samuel Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO
 304-558-0468
 BY *[Signature]* 10/7/05
 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 acceptance 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, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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	EXHIBIT 2						
	<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON October 15, 2005... 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 THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED 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>						

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

TOTAL

BETTY FRANCISCO

304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
<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 WITH 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 SUPPLIES 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 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</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

BETTY FRANCISCO

304-558-0468

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
0002	10/31/2005	EA	070-06-99-002		19,843.00000		
	2006 DODGE CHARGER		POLICE PURSUIT VEHICLE				
<p>WV-35 MUST BE SENT TO THE PURCHASING DIVISION OF THE DEPARTMENT OF ADMINISTRATION. 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> <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 ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>							
						TOTAL	

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**2006 SPORT UTILITY VEHICLE
DODGE DURANGO, FORD EXPLORER
(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 4.7L V-8 STANDARD
Wheelbase:	Minimum 113"
Transmission:	Automatic, with Heavy Duty Oil Cooler, Maximum Available
Differential:	Limited Slip, Rear <u>4 WHEEL TRACTION CONTROL W / ELECTRONIC STABILITY</u>
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 INCLUDED IN TRAILER TOW PACKAGE
Steering:	Power Assisted
Brakes:	Power Assisted / 4 Wheel ABS
Radio:	AM/FM Cassette Stereo AM/FM - CD STANDARD
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 & <u>FRONT TOW HOOKS</u>

-- End of Base Equipment Listing B

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.

**2006 SPORT UTILITY VEHICLE
DODGE DURANGO, FORD EXPLORER
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

Model: DODGE DURANGO SXT HB5M74

Base Vehicle Cost: \$ 21,693.00

OPTION PRICING INFORMATION:

Trailer Towing Package: \$ INCLUDED IN BASIC EQUIP

Service Manuals (one set) -- \$ 260.00 BOOK \$75.00 on CD
(complete set of "dealer" shop manuals,
Inclusive of any future updates)

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

**2006 SPORT UTILITY VEHICLE
DODGE DURANGO, ~~FORD EXPLORER~~
(FULL SIZE, FOUR DOOR, FOUR WHEEL DRIVE, UTILITY VEHICLE)**

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.



FAX 304-624-5428

**2006 DODGE CHARGER POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, REAR WHEEL DRIVE)**

The base price bid of the specified vehicle will include all items/features/equipment listed by Dodge as standard equipment, as well as any other "optional" features listed below under Mandatory Equipment Base Package. These features include:

MODEL: 2006 Dodge Charger- 4 door Sedan
Order Code: LXDH48

Mandatory Equipment Base Package:

Air Conditioning:	Installed
Locks:	Power with rear door child security
Radio:	AM/FM/Cassette with Clock CD STANDARD
Steering:	Power, with Tilt Wheel
Wipers:	Intermittent with high speed Anti-lift Wipers System on Driver side
Brakes:	4 Wheel Anti-Lock disc brakes with Police Calibration and Heavy duty front brake pads.
Suspension:	
Transmission:	Five-Speed automatic transmission with overdrive plus autostick (column shifter)
Engine:	3.5 Liter V-6 engine
Cooling:	Severe Duty Cooling System
Engine Cradle:	Reinforced
Front Struts:	Reinforced
Alternator:	160-Amp high-output alternator
Battery:	Heavy Duty
Tires:	P225/60R18 BSW V-Rated performance tires
Wheels/Covers:	18 x 7.5 inch steel wheels with standard Dodge Wheel Covers.
Spare Tire:	Full
Seats-Front:	Heavy-duty cloth front bucket seats with manual lumbar .
Seats-Rear:	Cloth Bench.
Speedometer:	160-mph certified calibrated speedometer.
Key:	Separate key and key fob
Defogger:	Rear Window installed.
License Bracket:	Front and rear
Dome Light:	Door Switch Deactivated
Electric Mirrors:	LH & RH Remote installed
Windows:	Power with drivers' one touchdown feature
Floor Covering:	Full Carpeting to include a set of four, color-coordinated factory floor mats
Trunk Release:	Electric
Dome Lamp ()	Front Aux.
Police Equipment Mounting Bracket:	Installed

State Police Paint Scheme:

WV State Police Custom Paint Scheme- (Vehicles will be purchased from available Dodge stock colors for the above described models). All bumper coverings and/or body side moldings are to be the same color. The vendor will customize the paint scheme by painting the traditional gold portion of the vehicle, which includes the roof of vehicle, front and rear pillars. The exact paint code and pattern may be obtained from the West Virginia State Police –Procurement Section, Attention 1st Sgt. Rick Pursley, (Phone 304-746-2238) prior to bid submission.

IMPORTANT NOTE: Prospective Vendors must include all profit margins for the vehicle bid in the “Base Vehicle Cost” 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. For bidding purposes, all options listed above must be included in the “Base Vehicle Cost”

BASE VEHICLE COST:

\$ 19,843.00

End of Base Vehicle Cost

OPTION PRICING INFORMATION:

Cruise Control ()	\$ <u>STANDARD</u>
Seat-Front-substitute vinyl for cloth	\$ <u>N/A</u>
Seat-Rear-substitute vinyl for cloth	\$ <u>110.00</u>
Floor Covering-substitute heavy duty black Vinyl for carpet ()	\$ <u>60.00</u>
Spotlight-Left hand drivers side	\$ <u>184.00 Black or Chrome</u>
Service Manuals (one set) (complete Set of “dealer” shop manuals, inclusive of any future updates)	\$ <u>275.00 BOOK \$75.00 on CD</u>
Mats, Front and Rear ()	\$ <u>STANDARD</u>
All Vehicles Keyed Alike:	\$ <u>37.00</u>
Spare Tire-Full Size (credit)	\$ <u>-142.00</u>
Traction Control	\$ <u>STANDARD</u>

Switchable Daytime Running Lights	\$ <u>N/A</u>
Auxiliary wiring battery ignition feed to The front passenger floor/dash area	\$ <u>STANDARD</u>
Grounding Stud located in trunk	\$ <u>STANDARD</u>
Wiring for alternating lamps (Wig Wag)	\$ <u>STANDARD</u>
Power Drivers Seat	\$ <u>350.00</u>
Shift Lever ()	\$ <u>N/A</u>
West Virginia State Police custom paint Scheme (credit)	\$ <u>-173.00</u>

Exterior Color Pricing:

Important Note: The above specified base vehicle cost for vehicles painted “standard factor colors” (no two tone).

The base price quoted above is for any of the specified “standard factor colors” and must include color keyed // matching body trim and bumper covering, if available.

The below listed paint schemes are optional and shall be priced as indicated:

Standard Factory Color in
Two-Tone Paint Scheme:

\$ Not Available factory direct

If minimum order quantity required for Special Police Paint Schemes, specify here:

Minimum # N/A

**NOTE: DELIVERY TIME AS STATED BY DAIMLERCHRYSLER IS
APPROXIMATELY 150 DAYS**



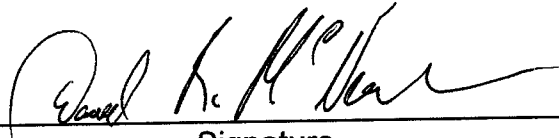
FAX 304-624-5428

Information/Option Certification

Vendor should complete the following: (Please Type)

Dealer: COUNTRY CLUB CHRYSLER DODGE
Vendor Contact: Donald R. McNemar
Address: P. O. Box 2321, Clarksburg, WV 26302-2321
Telephone Number: 304-624-7611 Extension 208
Toll Free Number: 800-424-7611
Fax Number: 304-624-5428

By signature below, certification is made that options quoted on PC06 are quoted at dealer cost.

| Donald R. McNemar 
Print/Type Name Signature

Representing COUNTRY CLUB CHRYSLER DODGE
Print/Type Dealership Name

hereby certify under penalty of perjury that options quoted on PC06 are quoted at dealer cost.

NOTE: No contracts shall be awarded unless this certification is signed and returned.



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0002	070-06	99-002	2006 DODGE CHARGER POLICE PURSUIT V				_____	_____
SIGNATURE _____						DATE _____		
							TOTAL	

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