



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.  
**PC06B**

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

\*C23143240      304-562-3005  
 HURRICANE CHEVROLET INC  
 200 SATURN WAY  
 HURRICANE WV      25526

SHIP TO

**AGENCY COPY**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/06/2005		NET 30		550770794			
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><b>BLANKET OPEN-END STATEWIDE CONTRACT</b></p> <p>THIS BLANKET OPEN-END CONTRACT IS TO SUPPLY 2006 CHEVROLET IMPALA 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 9/26/05.</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		EA	070-06	070-06-99-002	18,092.00000		
	10/31/2005		2006 CHEVROLET IMPALA POLICE PURSUIT VEHICLE				

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

OCT 14 2005

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *10-9-05*

OPEN END  
 TOTAL

APPROVED FOR  
 ONE FISCAL YEAR  
*Samuel Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO  
 304-558-0468  
 BY *Karen B. ...*  
 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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	<p><b>EXHIBIT 2</b></p> <p><b>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.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>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.</b></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

APPROVED AS TO FORM BY  
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<p><b>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.</b></p> <p><b>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).</b></p> <p><b>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.</b></p> <p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL</b></p>							
						TOTAL	

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

BETTY FRANCISCO

304-558-0468

BY \_\_\_\_\_  
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<p><b>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.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></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 \_\_\_\_\_  
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**2006 CHEVROLET IMPALA POLICE PURSUIT VEHICLE  
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)**

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

**MODEL:** 2006 Chevrolet Impala 4 – Door Sedan  
**Order Code:** 9C1

**Mandatory Equipment Base Package:**

Air Conditioning:	Installed
Locks:	Power with rear door child security <i>REAR DOORS INOPERATIVE</i>
Radio:	AM/FM/Cassette with Clock <i>CD</i>
Steering:	Power, with Tilt Wheel
Wipers:	Intermittent with high speed Anti-lift Wipers System on Driverside
Brakes:	4 Wheel Anti-Lock disc brakes with Police Calibration and Heavy duty front brake pads
Suspension:	Heavy Duty Police, Front & Rear Stabilizer Bars
Transmission:	Heavy Duty, 4T65E 4-Speed Automatic, with Oil Cooler
Engine:	Chevrolet 3900 Series II SFI V-6
Cooling:	Heavy/Severe Duty, High Capacity
Engine Cradle:	Reinforced
Front Struts:	Reinforced
Alternator:	125 AMP
Battery:	Heavy Duty
Tires:	P225/60R 16 SBR Blackwall "V" rated .
Wheels/Covers:	16 " x 6.5" heavy duty steel wheels, with chrome bolt on wheel center caps
Spare Tire: (N81)	Full Size
Seats -- Front:	Heavy duty cloth front bucket seats with ANO CONSOLE@ between the seats
Seats -- Rear:	Cloth Bench <i>VINYL BENCH STANDARD</i>
Speedometer:	Certified calibrated speedometer
Key:	Single key for all locks, each vehicle different
Defogger:	Rear Window Installed
License Bracket	Front & Rear
Dome Lamp:	Door switch deactivated
Electric Mirrors:	LH & RH Remote Installed
Windows:	Power with Rear Window lockout switch, Factory Installed
Floor Covering:	Full carpeting to include a complete set of four, color- coordinated factory floor mats
Trunk Release	Electric
Dome Lamp (C67)	Front Aux.
State Police Paint Scheme	

WV State Police Custom Paint Scheme – (Vehicles will be purchased from available Chevrolet stock colors for the above described model). All bumper coverings and/or body side moldings are to be of 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, 1<sup>st</sup> Sgt. Rick Pursley(Phone 304-746-2238) prior to bid submission:

2006 CHEVROLET IMPALA POLICE PURSUIT VEHICLE  
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

**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:** \$ 18092.00

**End of Base Vehicle Cost**

**OPTION PRICING INFORMATION:**

Cruise Control: (K34)	\$ <u>STANDARD</u>
Seat -- Front -- substitute vinyl for cloth:	\$ <u>N/A</u>
Seat -- Rear -- substitute vinyl for cloth:	\$ <u>VINYL STANDARD</u>
Floor Covering - substitute heavy duty black vinyl for carpet (6A3)	\$ <u>74.70</u>
Spotlight -- Left Hand Driver's Side (7X8)	\$ <u>228.25</u>
Service Manuals (one set) B (complete set of "dealer" shop manuals, Inclusive of any future updates)	\$ <u>150.00</u>
Mats, Front and Rear (B34)	\$ <u>66.40</u>
All Vehicles Keyed Alike: (6E8)	\$ <u>NO CHARGE</u>
Spare Tire -- Full Size (Credit)	\$ <u>141.10</u>
Traction Control:	\$ <u>N/A</u>
Switchable Daytime running lamps:	\$ <u>NO CHARGE</u>
Auxiliary wiring battery ignition feed to the front passenger floor/dash area	\$ <u>290.50</u>
Grounding stud located in the trunk	\$ <u>STANDARD</u>
Wiring for alternating lamps (Wig Wag)	\$ <u>66.40</u>
REAR DOORS INOPERATIVE	\$ <u>20.75</u>
WIRING FOR HORN & SIREN CIRCUIT	\$ <u>29.05</u>

2006 CHEVROLET IMPALA POLICE PURSUIT VEHICLE  
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

Power Driver's Seat	\$ <u>STANDARD</u>
Shift Lever (6S1)	\$ <u>N/A</u>
West Virginia State Police Custom Paint Scheme (Credit)	\$ <u>250.00</u>

Exterior Color Pricing:

**Important Note:** The above specified base vehicle cost is for vehicles painted "standard factory colors" (no two tone).

The base price quoted above is for any of the specified "standard factory 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: \$ 1556.25

If minimum order quantity required for Special Police paint schemes specify here:

Minimum # 5



2006 CHEVROLET IMPALA POLICE PURSUIT VEHICLE  
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

Optional Packages pricing for options listed below must be provided at Dealer cost.  
Failure to provide option-pricing information (at Dealer cost) shall be grounds for  
disqualification of the bid.

**Chevrolet Impala (Kerr Industries Installations)**

Equipment Tray (K012-11)	\$ <u>200.00</u>
Partition (KPHEX)	\$ <u>586.28</u>
Siren Speaker (KSPEAK)	\$ <u>239.70</u>
Strobe Trunk Lid lamps	\$ <u>468.19</u>
Strobe Rear Parcel Lamps	\$ <u>389.12</u>
Front and Rear Corner Strobes	\$ <u>558.72</u>
NiteVision Dome Lamp	\$ <u>74.10</u>
Switch for Trunk Lid lamps	\$ <u>64.84</u>
Spare Tire Well Cover	\$ <u>119.24</u>
Relocated Spare Tire	\$ <u>67.49</u>
Underhood Lamp	\$ <u>58.50</u>
Power Distribution Center	\$ <u>264.18</u>
Trunk Tray Ground Stud	\$ <u>22.78</u>
Plastic Rear Seat	\$ <u>431.04</u>
Fold Down Equipment Tray	\$ <u>200.00</u>
Side Out Equipment Tray	\$ <u>200.00</u>
Trunk Organizer	\$ <u>N/A</u>
Keyless Remote Entry	\$ <u>From Factory N/c</u>
Shotgun Mounts	\$ <u>329.19</u>
Skid Plates	\$ <u>215.86</u>
Rear Deck Lamps (KDCK-RR)	\$ <u>278.44</u>

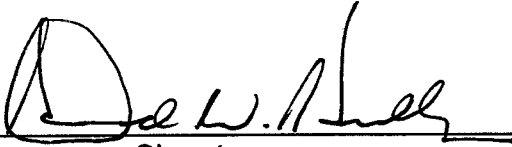
end

# Information/Option Certification

Vendor should complete the following: (Please Type)

Dealer: HURRICANE CHEVROLET INC.  
Vendor Contact: DAVID W HULL  
Address: 200 SATURN WAY HURRICANE WV 25526  
Telephone Number: (304) 562-3005  
Toll Free Number: (888) 807-1985  
Fax Number: (304) 562-3105

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

I DAVID W HULL   
Print/Type Name Signature

Representing HURRICANE CHEVROLET INC.  
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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