



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.
 PC07D

PAGE
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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

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

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*709034823 304-369-2411
 STEPHENS AUTO CENTER
 PO BOX 278
 DANVILLE WV 25053-0278

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
01/04/2007	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		
0001	01/10/2007	EA	070-06-01-000	21,208.00000	
BLANKET OPEN-END STATEWIDE CONTRACT THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY 2007 OR CURRENT MODEL YEAR FORD CROWN VICTORIA POLICE INTERCEPTOR. 2007 FORD CROWN VICTORIA POLICE INTERCEPTOR THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 8/31/06 AND ALL SPECIFICATIONS CONTAINED THEREIN. 2. VENDOR'S BID DATED 10/11/06 SEE THE ATTACHED FOR LIST OF STANDARD EQUIPMENT INCLUDED IN THE BASE PRICE AND THE LIST OF OPTIONAL EQUIPMENT AVAILABLE AND COST THEREOF. POLITICAL SUBDIVISIONS SHALL CONTACT THE VENDOR					

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

JAN - 9 2007

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *AS 1-4-07*

APPROVED FOR
 ONE FISCAL YEAR
Dwayne Wayfield

OPEN END
TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 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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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	DIRECTLY FOR PURCHASES THROUGH THIS CONTRACT.						
	REPORTS: VENDOR SHALL BE REQUIRED TO SUBMIT A REPORT (DUE AUGUST 1, 2007) DETAILING THE NUMBER OF VEHICLES SOLD AND TOTAL DOLLARS OF SALES TO DATE. IT WOULD BE HELPFUL IF THIS REPORT INCLUDED THE AGENCY OR POLITICAL SUBDIVISION MAKING THE PURCHASE						
	EXHIBIT 2						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 1, 2007 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.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

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

TOTAL

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BY _____
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<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 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>							

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<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 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>							

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**2007 FORD CROWN VICTORIA POLICE INTERCEPTOR
(FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)**

VEHICLE OPTIONS:

Any and all options must be made available at actual Dealer Cost. Options other than those stated in this bid package may occasionally be requested. Those options may be considered by the State only if the dealer prices these items at dealer cost and furnishes proof of dealer cost prior to the purchase order being submitted by the agency. Dealer must provide verification from the manufacturer. 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.

<u>OPTIONAL EQUIPMENT</u>	<u>FORD ITEM ORDER #</u>	<u>PRICE</u>
All Vehicles Keyed Alike	432	\$ + <u>44</u>
Lamp, Dome Center 5" – (Delete)	54M	\$ - <u>No Charge</u>
Spotlamp (Driver's Side Only) Delete	51A	\$ - <u>161</u>
License Bracket, Front	153	\$ + <u>No Charge</u>
Locking Gas Cap	54G	\$ + <u>8</u>
Air Bags, Side (Driver and Passenger)	59M	\$ + <u>261</u>
Wheel Covers – Full	642 64N	\$ + <u>39</u>
Floor Covering, Carpet & Mats (Delete)	128	\$ - <u>109</u>
Power Distribution Box	66F	\$ + <u>STANDARD</u>
Roof Wiring (No Hole in Roof)	189	\$ + <u>74</u>
Seats, Cloth Buckets/Vinyl Rear – (Credit) Standard		\$ - <u>+57</u> extra cost not a credit
Speed Control	525	\$ + <u>196</u>
Base Police Prep Package	65A	\$ + <u>644</u>
Comfort and Convenience Group	41A	\$ + <u>661</u>
Complete Police Prep Package	68P	\$ + <u>1,779</u>
Radio Suppression Package	53M	\$ + <u>83</u>
Visibility Package	65W	\$ + <u>2,662</u>
Comfort and Convenience Group	41A	\$ + <u>661</u>
Laminated Security Side Glass	68G	\$ + <u>257</u>
Street Appearance Package	60B- 770A	\$ + <u>244</u> credit
Trunk Safety Pack	14T	\$ + <u>166</u>

**2007 FORD CROWN VICTORIA POLICE INTERCEPTOR
(FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)**

Audio, AM/FM Radio	Delete	58Y	\$ -87
CD Player			\$ 161
State Police Paint Scheme Roof-Gold	Delete		\$ -250
Service Manuals one set -- complete set of "Dealer" shop manuals			
Inclusive of any future updates)			\$ + 149
Wheel covers, full		-642- 64N	\$ + 39

Important Note: The above specified base vehicle cost is for vehicles painted "standard factory colors" (no two tone). The term "standard factory colors" means all colors available for the 2006 Ford Crown Victoria on the civilian/commercial market which are provided at no extra charge. The term "standard factory colors" also includes the following listed colors which have been made standard by Ford Motor Company for 2005 Ford Crown Victoria police vehicles: 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.

Arizona Beige	AQ	Medium Brown	BU	Norsea Blue KR
Spruce Green	ES	Smokestone	HG	Driftwood Beige Met
Dark Blue Pearl Coat	DX	Dark Toreador Red	JL	P2
Silver Birch	JP	Dark Blue	LK	
Royal Blue	LM	Light Blue	LN	
Light Ice Blue	LS	Ultra Blue	MM	
Light Grey	TM	Silver Grey	TN	
Black Clearcoat	UA	Tungsten	T8	
Vibrant White	WT	Medium Titanium	YG	

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

Standard Factory Color
in Two-Tone Police Paint Scheme: \$ 407

If minimum order quantity required for Special Ford Police Paint Scheme specify here:

Minimum # 5

**2007 FORD CROWN VICTORIA POLICE INTERCEPTOR
(FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)**

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 may not be a Crown Vic Police Interceptor and may be a Crown Victoria 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(s) 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. Vehicle owner's manuals must be delivered with vehicle. When delivered to agency vehicle must be clean inside and outside. No dealer insignia or dealer name is to be attached to vehicle in any form.

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

The dealer will deliver vehicles. (Vehicles purchased by the West Virginia State Police will be delivered to 725 Jefferson Road, South Charleston, West Virginia during normal business hours.) 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 by agency.

End of Bid Specifications



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		SIGNATURE _____		DATE _____			

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