



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:
PC08B

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:
1

INVOICE TO

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

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

AGENCY COPY

VENDOR

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

 HURRICANE WV 25526

S H I P T O

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/14/2008		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				
			CHANGE ORDER #01				
	TO REMOVE THE OPTION OF AUXILIARY WIRING BATTERY IGNITION FROM THE CHEVROLET IMPALA. SEE ATTACHED.						
	*****NO ADDITIONAL CHANGES*****						
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 15 2008 <i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
TOTAL							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1/14/08

Dwayne Wayfield

JO ANN ADKINS 304-558-8802

BY *[Signature]*
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 may be deemed null and void, and 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.

2008 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: \$ 17951.00

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>NO CHARGE</u>
Floor Covering - substitute heavy duty black vinyl for carpet (6A3)	\$ <u>74.70</u>
Spotlight -- Left Hand Driver's Side (7X6)	\$ <u>236.55</u>
Service Manuals (one set) B (complete set of "dealer" shop manuals, Inclusive of any future updates)	\$ <u>160.00</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>141.00</u>
Traction Control:	\$ <u>NOT AVAILABLE</u>
Switchable Daytime running lamps:	\$ <u>NO CHARGE</u>
Grounding stud located in the trunk	\$ <u>STANDARD</u>
Wiring for alternating lamps (Wig Wag)	\$ <u>74.70</u>
WIRING, HORN AND SIREN CIRCUIT (6J4)	29.05
BODY-SIDE MOLDINGS (B86)	83.00

* ADDITIONAL OPTIONS ON SEPERATE SHEET *



200 Saturn Way
 Hurricane, WV 25526
 phone: (304) 562-3005
 fax: (304) 562-3105
 www.HurricaneChevrolet.com

ADDITIONAL OPTIONS

CODE

- AIR BAGS, DUAL-STAGE FRONTAL DRIVER AND RIGHT-FRONT PASSENGER AND HEAD CURTAIN SIDE-IMPACT FRONT AND REAR OUTBOARD SEATING POSITIONS (AY1) 290.50
- THEFT-DETERENT SYSTEM, CONTENT THEFT ALARM SYSTEM (INCLUDES REMOTE VEHICLE START SYSTEM) (UAG) 244.85
- REAR DOOR INOPERATIVE 6B2 (6B2) 24.90
 OR
 6N6 (6N6) 20.75
- MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE, BODY COLOR (DK2) 49.80
- LAMPS, ALTERNATE FLASHING TRUNK LID WARNING (TS3) 186.75
- SPOT LAMPS, DRIVER AND PASSENGER (7X7) 468.95
- REAR SPOILER (DB1) 228.25
- LAMPS, REAR WINDOW-SHELF AUXILIARY STOP/TURN SIGNALS (6J6) 199.20
- ENGINE BLOCK HEATER (K05) 62.25

2008 CHEVROLET IMPALA POLICE PURSUIT VEHICLE
(MID-SIZE, FOUR DOOR, FRONT WHEEL DRIVE)

Power Driver's Seat \$ STANDARD
Shift Lever (6S1) \$ N/A
West Virginia State Police Custom Paint Scheme (Credit) \$ 150.00

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

EPA FUEL 28 Hwy
GAS 18 CITY



CRUISING RANGE
306 CITY 476 Hwy

EPA FUEL
EBS FLEX 20 Hwy
13 CITY

ENGINE INCLUDES ACTIVE FUEL MANAGEMENT SYSTEM

2008 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>624.60</u>	
Siren Speaker (KSPEAK)	\$	<u>239.70</u>	MUST ORDER OPTION 6i
Strobe Trunk Lid lamps	\$	<u>488.55</u>	
Strobe Rear Parcel Lamps	\$	<u>451.11</u>	CANNOT ORDER OPTION 6J6
Front and Rear Corner Strobes	\$	<u>584.37</u>	
NiteVision Dome Lamp	\$	<u>74.10</u>	
Switch for Trunk Lid lamps	\$	<u>INCLUDED WITH STROBE TRUNK LID LAMPS</u>	
Spare Tire Well Cover	\$	<u>121.57</u>	
Relocated Spare Tire	\$	<u>72.63</u>	
Underhood Lamp	\$	<u>58.70</u>	
Power Distribution Center	\$	<u>264.18</u>	
Trunk Tray Ground Stud	\$	<u>26.76</u>	
Plastic Rear Seat	\$	<u>545.60</u>	
Fold Down Equipment Tray	\$	<u>200.00</u>	> 6" OR 11" DROP
Side Out Equipment Tray	\$	<u>229.35</u>	HALF
	\$	<u>227.10</u>	FULL
Trunk Organizer	\$	<u>317.32</u>	SEE ATTACHED SHEET FROM KERR.
Keyless Remote Entry	\$	<u>STANDARD</u>	
	\$	<u>447.39</u>	HORIZONTAL (INCLUDES PROTECTIVE PANEL
Shotgun Mounts	\$	<u>370.15</u>	VERTICAL
Skid Plates	\$	<u>220.79</u>	
Rear Deck Lamps (KDCK-RR)	\$	<u>386.52</u>	OPTION 6J6 CANNOT BE ORDERED

end



WEST VIRGINIA STATE POLICE
725 Jefferson Road
South Charleston, West Virginia 25309-1698
wvstatapolice.com

Joe Manchin III
Governor

MEMORANDUM

Colonel D. L. Lemmon
Superintendent

TO: JO ANN ADKINS

FROM: 1ST SGT RICK PURSLEY *RCP*

DATE: JANUARY 14, 2008

REF: REMOVAL OF AUXILIARY WIRING BATTERY IGNITION OPTION

In regards to your correspondence this date I concur with the decision to remove this as an option. If I can be of further assistance, please feel free to contact me.



JOE MANCHIN III
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

January 14, 2008

Richard Pursley
WV State Police
725 Jefferson Road
So. Charleston, WV

Subject: PC08 – Chevrolet Impala

Dear Mr. Pursley,

We received notice that the "Option – auxiliary wiring battery ignition feed" for the subject vehicle is a standard item and not an option. After several conversations and emails with GM Product & Marketing Manager – Law Enforcement Programs and Kerr Industries it was confirmed that the auxiliary wiring battery ignition feed is a standard item. Following discussions with the awarded vendor, it is believed there was a misunderstanding regarding the intent of the stated option. Accordingly, we are requesting to remove option – auxiliary wiring battery ignition feed from the Chevrolet Impala. If this acceptable, please acknowledge and return via fax to 304-558-4115.

Thank you,

A handwritten signature in black ink, appearing to read "Jo Ann Adkins".

Jo Ann Adkins
Senior Buyer



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:
 PC08B

PAGE

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:
 1

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/14/2008		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				
			RECEIPT TICKET FOR PURCHASE ORDER:			PC08B	
						QTY	DATE
0001		070-06-99-002	2008 CHEVROLET IMPALA POLICE PURSUI			_____	_____
0002		070-06-99-003	2008 CHEVROLET TRAILBLAZER 4 DOOR			_____	_____
			SIGNATURE _____			DATE _____	
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE