



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. PC08C

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

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

AGENCY COPY

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

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/02/2007	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	11/14/2008	EA	070-06-99-002	19,936.00000	
<p>BLANKET OPEN-END STATEWIDE CONTRACT</p> <p>THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY 2008 OR CURRENT MODEL YEAR DODGE CHARGER POLICE PURSUIT VEHICLE.</p> <p>DODGE CHARGER POLICE PURSUIT VEHICLE</p> <p>*****THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF:*****</p> <ol style="list-style-type: none"> 1. REQUEST FOR QUOTATION DATED 09/11/2007. 2. ALL SPECIFICATIONS AND ADDENDA THERETO. 3. VENDOR'S BID DATED 10/17/2007. <p>SEE THE ATTACHED FOR LIST OF STANDARD EQUIPMENT INCLUDED IN THE BASE PRICE AND THE LIST OF OPTIONAL EQUIPMENT AVAILABLE AND COST THEREOF.</p>					
					<p>PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 14 2007 <i>Beverly Toler</i></p>
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> 11/13/07</p>					OPEN END
					TOTAL

APPROVED FOR ONE FISCAL YEAR
Dwayne Workfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins* 11/13/07
 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 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.



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O-I-M-C-O-V-Z

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S-U-Z-P-O

*709044554 304-624-7611
 COUNTRY CLUB CHRYSLER DODGE SP
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S-H-I-P-T-O

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LINE	QUANTITY	UQP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
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<p>POLITICAL SUBDIVISIONS SHALL CONTACT THE VENDOR DIRECTLY FOR PURCHASES THROUGH THIS CONTRACT.</p> <p>REPORTS: VENDOR SHALL BE REQUIRED TO SUBMIT A REPORT (DUE AUGUST 1, 2008) 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.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 15, 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 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>					
					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



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VENDOR

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VENDOR

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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 TO 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 SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>							

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INVOICE

ALL STATE AGENCIES
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ADDRESS

*709044554 304-624-7611
 COUNTRY CLUB CHRYSLER DODGE SP
 PO BOX 2321
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ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.					
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.					
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.					
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.					
REV. 04/11/2001					
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2008 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: 2008 Dodge Charger- 4 door Sedan
Order Code:

Mandatory Equipment Base Package:

Air Conditioning:	Installed
Locks:	Power with rear door child security
Radio:	AM/FM/Cassette with Clock
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: **19,936.00**
 \$ _____

End of Base Vehicle Cost

OPTION PRICING INFORMATION:

5.7L Hemi V8 with Mult-Displacement System and 340 hp, 390 lb-ft torque@ 400 RPM.	3,064.00
	\$ _____
	STANDARD
Cruise Control ()	\$ _____
	N/A
Seat-Front-substitute vinyl for cloth	\$ _____
	110.00
Seat-Rear-substitute vinyl for cloth	\$ _____
Floor Covering-substitute heavy duty black Vinyl for carpet ()	69.00
	\$ _____
	184.00
Spotlight-Left hand drivers side	\$ _____

Service Manuals (one set) (complete Set of "dealer" shop manuals, inclusive of any future updates)	\$	120.00
Mats, Front and Rear ()	\$	STANDARD - N/A VINYL FLOOR
All Vehicles Keyed Alike:	\$	37.00
Spare Tire-Full Size (credit)	\$	-142.00
Traction Control	\$	STANDARD
Switchable Daytime Running Lights	\$	N/A
Auxiliary wiring battery ignition feed to The front passenger floor/dash area	\$	STANDARD
Grounding Stud located in trunk	\$	STANDARD
Wiring for alternating lamps (Wig Wag)	\$	STANDARD
Power Drivers Seat	\$	350.00
		<hr/>
		COLUMN ONLY
Shift Lever ()	\$	STANDARD
West Virginia State Police custom paint Scheme (credit)	\$	-178.00

SEE NEXT PAGE FOR ALL COLORS & SPECIAL PAINT

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: \$ N/A

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

Minimum # 50 SEE NEXT PAGE

ADDITIONAL OPTIONS: ON NEXT PAGE [ALL ARE AT DEALER COST]

ADDITIONAL DODGE CHARGER OPTIONS - PC08

	COST
18" FULL FACE BOLT ON WHEEL COVERS	\$28.00
DEACTIVATE REAR DOORS & WINDOWS	\$23.00
DISABLES LEVERS & SWITCHES RELOCATES DOOR LOCKS	
FACTORY FOG LIGHT NOT AVAILABLE FROM FACTORY [DEALER INSTALLED]	\$193.00
WIRING ADAPTER KIT [DEALER PARTS ONLY]	\$11.57
TO-TONE PAINT ON 4 DOORS [DEALER OPTION]	\$914.00

DODGE MAGNUM OPTION'S ADD ON TO BASE CHARGER PRICE

V-6 3.5L POLICE UNIT	\$1,493.00
V-8 5.7L MDS HEMI POLICE UNIT <i>includes 3.5L Magnum base unit</i>	\$4,577.00
CARGO COMPARTMENT COVER	\$69.00
REAR CARGO ORGANIZER	\$147.00
NOTE: VINYL REAR SEAT ONLY NO COST	STD

STANDARD COLORS- - - - ALL MODELS

BRIGHT SILVER - BRILLIANT SILVER
 DARK TITANIUM - SILVER STEEL
 STEEL BLUE - STONE WHITE

OPTIONAL COLOR

INFERNO RED	\$207.00
LT SANDSTONE	\$207.00

SPECIAL - UNRELEASED - PAINTS

MIDNIGHT BLUE MSP BLUE CRÈME MEDIUM BROWN METALLIC	}	\$500.00
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MINIMUM ORDER IS 50 TOTAL OF A SPECIAL COLOR BEFORE THEY WOULD BE PAINTED

YOU DO NOT HAVE TO ORDER 50 UNITS

DELIVERY TIME WOULD BE APPX. 150-180 DAYS

INTERIOR COLOR

DK / LT SLATE GRAY - - - ONLY

DON McNEMAR
COUNTRY CLUB CHRYSLER DODGE INC
PO BOX 2321
CLARKSBURG, WV 26302
 304-624-7611 - 800-424-7611
 FAX 304-624-5428 - CELL 304-669-0192
 E-MAIL businesslink@countryclubchrysler.com

NORMAL DELIVERY TIME: FOR ALL UNITS WOULD BE 120-150 DAYS FROM DATE OF ORDER

WE HAVE MUNICIPAL LEASING AVAILABLE FOR CITY'S & COUNTY'S WITH NON APPROPRIATION CLAUSE
 \$1 BUY OUT AT END - CAN INCLUDE EQUIPMENT .- CALL FOR MORE INFORMATION

NORMAL ORDER CUT OF DATE IS LAST PART OF APRIL 2008-WE CAN ORDER FOR AFTER JULY 1 DELIVERY



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SIGNATURE _____				DATE _____	

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