



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.
PC09C

PAGE
1

BLANKET RELEASE
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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 DODGE SP
 PO BOX 2321
 ROUTE 19 SOUTH
 CLARKSBURG WV 26301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND	
10/26/2008		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	11/01/2008	EA	070-06-99-005		\$19,834.00	
DODGE CHARGER POLICE PURSUIT VEHICLE						
BLANKET OPEN-END STATEWIDE CONTRACT						
THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY 2009 OR CURRENT MODEL YEAR POLICE CRUISER(S).						
*****POLITICAL SUBDIVISIONS SHALL CONTACT THE VENDOR DIRECTLY TO ORDER UNDER THIS CONTRACT.						
***** THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF:						
1. REQUEST FOR QUOTATION - PC09						
2. ALL SPECIFICATIONS AND ADDENDA THERETO.						
3. VENDOR'S BID						
					PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 30 2008 <i>Beverly Toler</i>	
					OPEN END	
					TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *D/10/27/08*

APPROVED FOR
[Signature]

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 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 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 11/01/2008, 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.						
	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.						
	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.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

JO ANN ADKINS

304-558-8802

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 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 ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>					

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TOTAL

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	<p>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.</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 ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p>				

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	LOCAL GOVERNMENT BODIES: VENDOR AGREES TO EXTEND THE PRICES, TERMS, AND CON- DITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

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**2009 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: 2009 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 – AM/FM/CD RADIO STANDARD
Steering:	Power, with Tilt Wheel CASSETTE NOT AVAILABLE
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.

Service Manuals (one set) (complete Set of "dealer" shop manuals, inclusive of any future updates)	CD - \$90.00 Plus Ship & Handling Book - \$370 Plus Ship & Handling
	\$ _____
Mats, Front and Rear ()	\$ STANDARD - N/A w/Vinyl Floor
All Vehicles Keyed Alike:	\$ 37.00
Spare Tire-Full Size (credit)	\$ -\$147.00
Traction Control	\$ STANDARD
Switchable Daytime Running Lights	\$ 37.00
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
Shift Lever ()	\$ STANDARD - Column Mount Only
West Virginia State Police custom paint Scheme (credit)	\$ -178.00

Exterior Color Pricing: SEE NEXT PAGE FOR ALL COLORS & SPECIAL PAINT

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: \$ NA

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

Minimum # 50

SEE NEXT PAGE FOR ADDITIONAL OPTIONS AT DEALER COST

Country Club Chrysler Dodge
Route 19 South
P.O. Box 2321
Clarksburg, WV 26302
304-624-7611

ADDITIONAL DODGE CHARGER OPTIONS – PC09

(all at dealer cost)

- 18" FULL FACE BOLT ON WHEEL COVERS-----\$28.00
- DEACTIVATE REAR DOORS & WINDOWS-----\$23.00
(DISABLES LEVERS & SWITCHES – RELOCATES DOOR LOCKS)
- WIRING ADAPTER KIT---(DEALER PARTS ONLY)-----\$11.06
- MATCHING RIGHT SPOT LIGHT-----\$184.00
- FACTORY FOG LIGHTS (N/A FROM FACTORY - DEALER INSTALLED) -----\$193.00
- TWO-TONE PAINT ON 4 DOORS, ROOF, & PILLARS - (DEALER OPTION)----\$1,172.00
- STREET APPEARANCE GROUP -----\$566.00
(includes 18" Aluminum Wheels, SXT Badge, Fog Lights w/front fascia & chrome accents,
and power heated/folding mirrors)

STANDARD COLORS

BRIGHT SILVER METALLIC BRILLIANT BLACK
DARK TITANIUM LIGHT SANDSTONE
STONE WHITE

OPTIONAL COLORS

DEEP WATER BLUE \$207, INFERNO RED \$207, TORRED \$207

SPECIAL PRODUCTION PAINTS --- \$500 *minimum order of 50 vehicles

ELECTRIC BLUE – MIDNIGHT BLUE – MSP BLUE – MEDIUM BROWN
SHERIFF'S TAN

INTERIOR COLOR

DARK SLATE GRAY ONLY – ALL MODELS/COLORS

NORMAL DELIVERY TIME IS 120-150 DAYS
SPECIAL PAINT - WOULD BE APPROXIMATELY 150-180 DAYS
NORMAL CUT OFF DATE IS LAST PART OF APRIL 2009 – WE CAN ORDER FOR AFTER JULY 1
DELIVERY.



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0001	070-06	99-005	DODGE CHARGER POLICE PURSUIT VEHICL		_____	_____	
SIGNATURE _____					DATE _____		

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