



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.  
 PC11A

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
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 QUESTIONS CONCERNING THIS PUR-  
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 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

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

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
10/21/2010	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		
BLANKET OPEN-END STATEWIDE CONTRACT  THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY 2011 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 PC11 DATED 09/08/2010. 2. ALL SPECIFICATIONS AND ADDENDA THERETO. 3. VENDOR'S BID DATED 10/6/10.					
0001	10/31/2011	EA	070-06-99-001	22,873.00000	
	FORD CROWN	VICTORIA	POLICE INTERCEPTOR		
0002	10/31/2011	EA	070-06-99-003	.00000	
	SUV NOT AWARDED				

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

OCT 29 2010

*Beverly Toler*

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED FOR  
 ONE FISCAL YEAR

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Chad B...* TO ANN LADKINS 304-558-8802 10/21/10  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END  
 TOTAL

## 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 1, 2010 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> <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>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>							<p>TOTAL</p>

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
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<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 WRITTEN EQUIPMENT CONTRACT ORDER (WV-35) FOR SERVICES COVERED BY THIS CONTRACT. THE ORIGINAL WV-35 SHALL BE SENT TO THE PURCHASING DIVISION ALONG WITH REQUIRED APPROVAL. 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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p>							
						TOTAL	

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BY \_\_\_\_\_  
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**2011 Ford Crown Victoria (FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)**

The base price bid of the specified vehicle will include all items/features/equipment listed by Ford Motor Company as standard equipment on this vehicle as well as any other "optional" features to be included in BASE VEHICLE COST.

**MODEL:** 2011 Ford Crown Vic Police Interceptor  
**Body Code:** P71  
**Order Code:** 730 A  
**POWERTRAIN:** 3.55 AXLE

**IN ADDITION TO STANDARD EQUIPMENT FOR THIS VEHICLE, EQUIPMENT TO BE INCLUDED IN BASE VEHICLE COST:**

<b>ITEM</b>	<b>ITEM ORDER CODE #</b>
Lamp Pre-Wire Group:	476
Grille Lamp, Siren and Speaker Wiring	172
AUDIO, AM/FM Stereo Radio	58F
Hoses, Silicone w/Aircraft Clamps	177
Lamp, Courtesy Disable	478
Floor Covering, Carpet & Mats	128
Power Heated Mirrors	61K
Spotlamp (Driver's Side Only)	51A
Limited Slip Differential	45C
Seats, Cloth Buckets/Cloth Rear	H
Horn/Siren Wiring Prep Package	175
State Police Paint Scheme (see note below)	
Moldings, Color Keyed Body Side (Installed)	96A

WV State Police Custom Paint Scheme – (Vehicles will be purchased from available Ford 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-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. For bidding purposes, all options listed above must be included in the "Base Vehicle Cost."

**Base Vehicle Cost:**

\$ 22,873

**Stephens Auto Center  
P. O. Box 278  
Danville, WV 25053  
Phone 369-2411**

2011 Ford Crown Victoria (FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)

Stephens Auto Center  
P. O. Box 278  
Danville, WV 25053  
Phone 369-2411

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)	51A	\$ - <u>included</u>
License Bracket, Front	153	\$ + <u>no charge</u>
Locking Gas Cap	<del>54G</del> 98G	\$ + <u>8</u>
Air Bags, Side (Driver and Passenger)	59M	\$ + <u>Standard</u>
Wheel Covers - Full	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>
Speed Control	525	\$ + <u>196</u>
Base Police Prep Package	65A	\$ + <u>770</u>
Comfort and Convenience Group	41A	\$ + <u>661</u>
Complete Police Prep Package	68P	\$ + <u>1,805</u>
Radio Suppression Package	53M	\$ + <u>83</u>
Visibility Package	65W	\$ + <u>2,689</u>
Comfort and Convenience Group	41A	\$ + <u>661</u>
Laminated Security Side Glass	68G	\$ + <u>NA</u>
Street Appearance Package	<del>60B</del> 770A	\$ + <u>NA time of bid</u>
Trunk Safety Pack	14T	\$ + <u>1166</u>

Stephens Auto Center  
P. O. Box 278  
Danville, WV 25053  
Phone 369-2411

2011 Ford Crown Victoria (FULL SIZE, FOUR DOOR, REAR WHEEL DRIVE, PASSENGER CAR)

Audio, AM/FM Radio *Delete* 58Y \$ -87

State Police Paint Scheme Roof-Gold \$ 250

Service Manuals one set -- complete set of "Dealer" shop manuals  
Inclusive of any future updates) \$ + 199

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 2009 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 2009 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.

Vibrant White	A	Royal Blue	J
Smokestone M	B	Dark Blue	K
Arizona Beige M	C	Light Gray	L
Medium Brown M	D	Silver Gray	M
Dark Toreador Red M	E	Silver Birch M	N
Light Blue M	F	Medium Titanium M	O
Light Ice Blue M	G	Black	P
Norsea Blue M	H		
Ultra Blue M	I		

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

Standard Factory Color  
in Two-Tone Police Paint Scheme: \$ 770

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

Minimum # 5

*Special paints have additional charge, contact vendor.*



**Stephens Auto Center**  
P. O. Box 278  
Danville, WV 25052  
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**2011 Ford Crown Victoria (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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