



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.
PC11D

PAGE
1

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

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

AGENCY COPY

*709035325 304-645-1010
 GREENBRIER MOTOR CO INC
 111 SENECA TRAIL
 LEWISBURG WV 24901

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/10/2010	NET 30	550323196			
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	10/01/2010	EA	070-06-99-005	.00000	
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 10/12/10. DODGE CHARGER POLICE PURSUIT VEHICLE					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 NOV 15 2010
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *11/10/10*

OPEN END
 TOTAL

APPROVED FOR ONE FISCAL YEAR
Dawn Wayfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Ann Adkins* 304-558-8802
 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 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 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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VENDOR

GREENBRIER MOTOR CO. INC.
 111 SENECA TRAIL
 LEWISBURG, WV 24901

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	NOVEMBER 1, 2010						
<p>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>							
						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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<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 STATE 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.</p> <p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED BY THE PURCHASING DIVISION.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>			
			TOTAL

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<p>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>							

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**2011 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: 2011 Dodge Charger- 4 door Sedan
Order Code:

Mandatory Equipment Base Package:

Air Conditioning:	Installed
Locks:	Power with rear door child security
Radio:	AM/FM/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.

**GREENBRIER MOTOR CO.,INC
111 SENECA TRAIL
LEWISBURG, WV 24901**

Police Equipment Mounting Bracket: Installed

GREENBRIER MOTOR CO., INC
111 SENECA TRAIL
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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: \$ 21,818

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. \$ 1,382
- Cruise Control () \$ STANDARD
- Seat-Front-substitute vinyl for cloth \$ N/A
- Seat-Rear-substitute vinyl for cloth \$ NO CHARGE
- Floor Covering-substitute heavy duty black Vinyl for carpet () \$ 67
- Spotlight-Left hand drivers side \$ 178

Service Manuals (one set) (complete Set of "dealer" shop manuals, inclusive of any future updates) \$ N/A at Time of Bid

Mats, Front and Rear () \$ Standard, N/A w/Vinyl Floor

All Vehicles Keyed Alike: \$ 36

Spare Tire-Full Size (credit) \$ -142

Traction Control \$ STANDARD

Switchable Daytime Running Lights \$ Auto Headlamps Standard

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 \$ STANDARD

Shift Lever () \$ Column MTD STANDARD

West Virginia State Police custom paint Scheme (credit) \$ See Additional Options

Exterior Color Pricing: See Additional Options

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 # N/A

GREENBRIER MOTOR CO., INC
111 SENECA TRAIL
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2011 Dodge Charger Police Additional Options List

18" Bolt on Full Face Wheel Covers	\$27
Matching Right Spot Light	\$178
Street Appearance Package	\$441
Includes 18" Aluminum Wheels, Fog Lamps	
Deactivate Rear Doors and Windows	\$22

2011 Dodge Charger Police Special Paint

Bright White, Billet Metallic, Brilliant Black: No Charge

Blackberry, Toxic Orange: Add \$263

Midnight Blue, Michigan State Police Blue, Electric Blue, Sheriff's Tan

Add \$445

West Virginia State Police Custom Paint Scheme (Dealer Option)

Midnight Blue w/ Gold Top and Front and Rear Pillars

Add \$995 (Includes \$445 for Midnight Blue)



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SIGNATURE _____					DATE _____		

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