



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.**  
 MV07G

**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**  
 2

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

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

**VENDOR**  
 \*709035314 304-485-4410  
 MATHENY MOTOR TRUCK COMPANY  
 PO BOX 1304  
 PARKERSBURG WV 26102-1304

**SHIP TO**  
**AGENCY COPY**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/05/2006		NET 30		550320770			
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 #02				
	TO CORRECT ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDER. CLASS 10A 2WD PRICING SHEET WAS ATTACHED IN ERROR. THE CORRECT VEHICLE IS AS FOLLOWS:						
	THIS VENDOR WAS AWARDED CLASS 10A, 4WD, AUTOMATIC TRANSMISSION, GAS - CANYON CREW CAB, MODEL #TT15643.						
	***** NO ADDITIONAL CHANGES *****						
	<b>WV STATE PURCHASING DIVISION</b> ADMINISTRATION UNIT CERTIFIED ENCUMBERED  DEC 12 2006  <i>Beverly Toler</i>						
	PREVIOUS PO TOTAL==>      OPEN END PO NET CHANGE (+)==>						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  437 12-6-06 OPEN END

*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304 558-0468  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**TOTAL**

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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 is automatically null and void, and is 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.

MV07G	M. J. MATHENY MOTORS	
CLASS	MODEL	PRICE
CLASS 10A	CANYON CREW CAB, 4WD AUTO TT15643	\$ 18,020.20
CLASS 12	SIERRA, GAS TC10703	\$ 12,761.00
CLASS 13	SIERRA, GAS TC10903	\$ 13,776.00
CLASS 16	CANYON, GAS TT15403	\$ 13,849.00
CLASS 20	SIERRA CAB FLATBED 137", DIESEL TK20903	\$ 27,564.00
CLASS 20	SEIRRA CAB FLATBED 137", GAS TK20903	\$ 21,091.00
CLASS 26	SAVANA, GAS TG23406	\$ 18,672.00

CLASS 10A TRUCK  
 Mid Size Pickup  
 Full Size Doors, 4 Door Crew Cab

070-048-10-010

Vendor Name: Matheny Motor Truck Co  
 Manufacturer / Brand: GMC  
 Delivery: 60-120 Days  
 Model Name & Number: Canyon 7715643

**Standard Equipment Requirements:**

Engine	MIN: 200 HP 225 TORQUE
Transmission	See pricing options below
Steering	Power
Brakes	Power
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Cargo Box	Fleetside
Bumper	Rear Step Factory Installed
Tires	All Season
Spare Tire	Included - w/Jack
Air Conditioning	Installed
Front Seat	Bench
Rubber Floor Covering	Installed

Price Each Gasoline \$15,609.00

4 Wheel Drive - Automatic Transmission

\$18,020.20

EPA  
 HGWY

EPA  
 CITY

2WD 24 Mpg.  
 4 WD 22 Mpg.

2 WD 19 Mpg.  
 4 WD 17 Mpg.

\*\*\* This vehicle will be equipped with floor carpeting and rubber floor mats

FOB Dealership: (Deduct) \_\_\_\_\_ → (\$20.00)  
 FOB Other than Metro Charleston - Per Mile \_\_\_\_\_ \$1.60  
Powertrain Warranty: 100,000 Miles or 5 Years



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CHANGE ORDER
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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: MV07G							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	070-06	01-000	2007	(OR CURRENT MODEL YEAR) MOTOR			
SIGNATURE _____				DATE _____			

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

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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