



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.	MV08E
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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	2
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR TO

*709035314 304-485-4410
 MATHENY MOTOR TRUCK COMPANY
 PO BOX 1304

 PARKERSBURG WV 26102-1304

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/05/2007		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 ADD CLASS 31 TO THIS CONTRACT. VEHICLE BID DID MEET THE 6 CYLINDER REQUIREMENT.				
			ATTACHMENTS: 2008 PONTIAC G6 TECHNICAL SPEC SHEET REVISED AWARD CLASSES				
			*****NO ADDITIONAL CHANGES*****				
			PURCHASING DIVISION CERTIFIED ENCUMBERED				
			NOV 6 2007				
			<i>Beverly Toler</i>				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
						OPEN END	
						TOTAL	

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

11/5/07
 JO ANN ADKINS 304-558-8802

BY *Joann Adkins*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

Dawn Wayfield
 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 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.

CLASS 31 AUTOMOBILE
 Passenger Car, 107" Wheel Base

070-93-31-000

Vendor Name: **MATHENY MOTOR TRUCK CO**

Manufacturer / Brand **PONTIAC**
 Delivery **60 TO 120 DAYS**
 Model Name & Number **G6 2ZG69**

Standard Equipment Requirements:

Engine	6 cyl	MIN: 145 HP 155 TORQUE
Transmission		Automatic
Steering		Power
Brakes		Power/ABS
Radio		AM/FM
Glass		All Tinted
Mirrors		Left & Right Outside
License Plate Mounts		Front & Rear
Fuel Tank		Gasoline - 14.5 Gal NGV - 4.2 Equiv. Gal
Tires		All Season
Spare Tire		Included - w/Jack
Rear Window/Defogger		Installed
Floor Mats		Installed
Air Conditioning		Installed

HP	TORQUE
219	219

EPA HGWAY	EPA CITY
29	18

Price Each Gasoline \$15,744.00
 Price Each Flex-Fuel NA

Options:

- 1 AM/FM w/Cassette
- 2 AM/FM w/ CD Player
- 3 Shop/Service Manual
- 4 CD Service Manual
- 5 Tilt Wheel & Cruise Control
- 6 Keyless Entry
- 7 Side Air Bags
- 8 Exterior colors
- 9 Power Windows, Locks, Power Heated Mirrors
- 10 Global Positioning System
- 11 FOB Dealership: (Deduct)
- 12 FOB Other than Metro Charleston - Per Mile

NA	
STD	
\$149.00	
\$149.00	
STD	
STD	
NA	
\$410.85	TRI COAT PA
STD	HEATED MIRI
NA	
(\$35.00)	
\$1.95	

Additional Information:

Prepared By:
 administrator
 Matheny Motor Truck Co.
 3rd & Ann Streets
 Parkersburg, WV 26102
 Phone: (304) 485-4418
 Fax: (304) 485-8220
 E-mail:
 jstrauss@mathenymotors.com

2008 Fleet/Non-Retail Pontiac G6 4dr Sdn G6 2ZG69

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2008 Fleet/Non-Retail 2ZG69 4dr Sdn G6

ENGINE

Engine Order Code	* LZ4
Engine Type	* Gas V6
Displacement	* 3.5L/214 CID
SAE Net Horsepower @ RPM	* 219 @ 5900
SAE Net Torque (lb ft) @ RPM	* 219 @ 3200

TRANSMISSION

Transmission order code	MN5
Transmission Type Description	4-Speed Automatic w/OD
Drive Train	Front Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	* 18.00
Hwy EPA fuel economy estimate (MPG)	* 29.00
City cruising range (mi)	* 288.00
Hwy cruising range (mi)	* 464.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 129.3, Data updated 9/11/2007 9:30:00 AM

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Customer File:

MV08E	Matheny Motor Truck Co.	
CLASS	MODEL	PRICE
CLASS 8	YUKON XL, TK20906	\$ 29,626.00
CLASS 16	CANYON, 4WD, TT15403	\$ 14,619.00
CLASS 17A	CANYON, 4WD, 4 DOOR CREW CAB, TT15643	\$ 18,022.00
CLASS 19	SIERRA, 4WD, LONG BED,GAS, TK20903	\$ 18,436.00
CLASS 20	SIERRA, 4WD, CHASSIS CAB, 137" WB 60" C/A, DIESEL, TK20903	\$ 23,999.00
CLASS 23	SAVANA, CARGO VAN, EXTENDED BODY, GAS, TG23705	\$ 15,272.00
CLASS 23	SAVANA, CARGO VAN, EXTENDED BODY, DIESEL, TG23705	\$ 21,556.00
CLASS 25	SAVANA, RWD, 8 PASSENGER, GAS, TG13406	\$ 15,889.00
CLASS 26	SAVANA, 12 PASSENGER, GAS, TG23406	\$ 18,848.00
CLASS 31	G6, PASSENGER CAR, V6, 2ZG69	\$ 15,744.00
CLASS 33	TOPKICK, 2WD, DIESEL, DUAL REAR WHEELS, 141" WB 60" C/A, TC4C044	\$ 29,979.00
CLASS 33	TOPKICK, 2WD, DIESEL, DUAL REAR WHEELS, 165" WB 84" C/A, TC4C044	\$ 30,114.00



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER					
			RECEIPT TICKET FOR PURCHASE ORDER:			MV08E		
			DESCRIPTION			QTY	DATE	
0001		070-06-01-000	2008 (OR CURRENT MODEL YEAR) MOTOR					
			SIGNATURE _____				DATE _____	
							TOTAL	

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE