



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.
MV09B

PAGE
1

BLANKET RELEASE
00

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*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		
11/13/2008	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			
0001		EA	070-06-01-000	.00000	
10/08/2008					
CHANGE ORDER #02 TO CORRECT CHANGE ORDER #1 BY ADDING THE PRICING SHEET THAT WAS INADVERTENTLY NOT INCLUDED FOR CLASS 23A. SEE ATTACHED *****NO ADDITIONAL CHANGES*****					
2009 (OR CURRENT MODEL YEAR) MOTOR VEHICLES PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 NOV 19 2008
Beverly Toler

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

JK 11/13/08

OPEN END

TOTAL

George Mayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-588-8802
 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, 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."

Vendor Name: _____ Matheny Motor Truck Co.

Manufacturer / Brand _____ GMC
 Delivery _____ 90-180 Days
 Model Name & Number _____ Savana TG23405

Standard Equipment Requirements:		HP	TORQUE
Engine	MIN: 225 HP 286 TORQUE	279	294
Engine	MIN: 154 HP 286 TORQUE	250	460
Transmission	Automatic		
Steering	Power		
Brakes	Power/ABS		
Radio	AM/FM		
Glass	All Tinted		
Mirrors	Left & Right Outside		
License Plate Mounts	Front & Rear		
Tires	All Season		
Spare Tire	Full Size w/Jack		
Air Conditioning	Installed		
Seating Capacity 2	Passenger Seat		
Front Air Bags	Installed		

	FWD	RWD
Price Each Gasoline	\$No Bid	\$15,598.00
Price Each Diesel	\$No Bid	\$21,829.00
Price Each Flex Fuel	\$No Bid	\$No Bid

Options:

1 AM/FM w/ CD Player	\$No Bid	\$294.65
2 Shop/Service Manual	\$No Bid	\$129.00
3 CD Service Manual	\$No Bid	\$N/A
4 Tilt Wheel & Cruise Control	\$No Bid	\$327.85
5 Limited Slip Rear End	\$No Bid	\$269.75
6 Tow Package: Transmission Cooler H. D. Engine Cooler	\$No Bid	\$219.95
	\$No Bid	\$78.85
7 Keyless Entry	\$No Bid	\$141.10 Requ
8 Power Windows / Power Locks	\$No Bid	\$394.25
9 Glass All Around	\$No Bid	\$261.45
10 Side Air Bags	\$No Bid	\$361.05
11 Step Bumper	\$No Bid	\$Std.
12 Telescopic Trailer Tow Mirrors	\$No Bid	\$N/A
13 Rear Rubber Floor Matting	\$No Bid	\$74.70
14 Exterior Colors	\$No Bid	\$124.50
15 FOB Dealership: (Deduct)	\$No Bid	(\$60.00)
16 FOB Other than Metro Charleston - Per Mile	\$No Bid	\$1.39

Additional Information:



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			RECEIPT TICKET FOR PURCHASE ORDER:		MV09B
0001		070-06-01-000	2009 (OR CURRENT MODEL YEAR) MOTOR		
		SIGNATURE _____	DATE _____		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE