



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. MV12G

PAGE 1

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CHANGE ORDER 2

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.

INVOICE TO

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

VENDOR

*709035314 304-485-4410
 MATHENY MOTOR TRUCK CO
 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	
12/20/2012		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 CANCEL CONTRACT/PURCHASE ORDER IN ITS ENTIRETY AND ALL FUNDS ASSOCIATED WITH THE CONTRACT.				
			EFFECTIVE DATE OF CANCELLATION: 01/14/2013				
			THIS CONTRACT HAS BEEN SUPERSEDED BY STATEWIDE CONTRACT MV13.				
			ALL NEW RELEASE ORDERS SHALL BE RELEASED AGAINST STATEWIDE CONTRACT MV13.				
			ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
			BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS				
			PREVIOUS PO TOTAL==> OPEN END				
			PO NET CHANGE (+)==>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						DEC 26 2012	
						<i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

Dawn E. Warfield

CO 12-20-12

FRANK WHITTAKER 304-558-2316

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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 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.html 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.



State of West Virginia
 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

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INVOICE TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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VENDOR	*709035314 304-485-4410 MATHENY MOTOR TRUCK CO PO BOX 1304 PARKERSBURG WV 26102-1304
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SHIP TO	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY 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				
	TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY. THE SERVICE PROVIDER IS RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY.						
	AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.						
	THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.						
	SERVICE PROVIDERS SHOULD CONTACT THE WEST VIRGINIA DIVISION OF PROTECTIVE SERVICES BY PHONE AT (304) 558-9911 FOR MORE INFORMATION.						
	NO OTHER CHANGES.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
							TOTAL

APPROVED AS TO FORM BY _____

BY _____ PURCHASING DIVISION AUTHORIZED SIGNATURE



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROSS TAYLOR
ACTING CABINET SECRETARY
DAVID TINCHER
DIRECTOR

December 14, 2012

Matheny Motor Truck Company
P.O. Box 1304
Parkersburg, WV 26102-1304

RE: Notice of Cancellation
State of West Virginia Motor Vehicle Contract
RFQ # MV12G

Gentlemen;

In accordance with Item 8 of the State of West Virginia's General Terms & Conditions, please consider this notice as a thirty (30) day notice of cancellation of the above referenced contract. The effective date of the cancellation will be January 14, 2013

Thank you for your participation in our State Wide Motor Vehicle Contract.

Best Regards,

Connie Oswald
Connie Oswald
Senior Buyer
WV Purchasing Division

CO/mp



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 Department of Administration
 Purchasing Division
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:				MV12G
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2012 (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