



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.  
 SBUS07C

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  
 1

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*709035538 304-536-2000  
 MOUNTAIN INTERNATIONAL TRUCKS  
 PO BOX 71  
 LEWISBURG WV 24901

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/07/2007		NET 30		550337886			
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 #01							
TO CANCEL THIS CONTRACT EFFECTIVE JULY 12, 2007 PER THE ATTACHED LETTER.							
*****NO ADDITIONAL CHANGES*****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED SEP 10 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

JO ANN ADKINS 304-558-8802

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 9/7/07  
 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 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.

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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.

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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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



JOE MANCHIN III  
GOVERNOR

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

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

July 12, 2007

Mr. Stewart W. Whitlow  
Vice President  
Mountain International Trucks, Inc.  
PO Box 7771  
Charleston, WV 25356

Re: DOH707EC017

Dear Mr. Whitlow:

Thank you for your July 10, 2007 letter to John Johnston advising that on July 5, 2007 Mountain International Trucks, Inc. filed for bankruptcy under the provisions of Chapter 11.

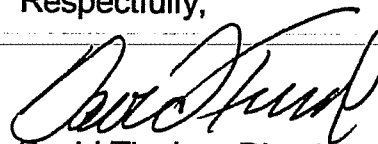
As you are likely aware, page 3, paragraph 3, of subject requisition, and item #13 on the back of the Request for Quotation form states:

*~~"Bankruptcy: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order."~~*

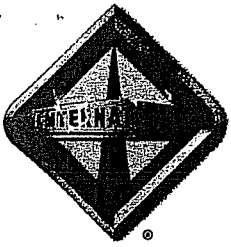
Accordingly, in the event your company would be awarded any contract resulting from subject requisition, we would have no alternative but to cancel the contract. In order to avoid this mandatory action, we believe that rejection of your bid would be in the best interest of the state.

Thank you for your continued interest in doing business with the State of West Virginia.

Respectfully,

  
David Tinchler, Director  
Purchasing Division

DT/dw



**MOUNTAIN INTERNATIONAL TRUCKS, INC.**

P.O. BOX 7771, CHARLESTON, WV 25356

T 304 776 5600

F 304 776 4184

[cwhitlow@mountaininternational.com](mailto:cwhitlow@mountaininternational.com)

July 10, 2007

State of West Virginia  
Department of Administration  
Purchasing Division  
Mr. John Johnston, Buyer  
2019 Washington Street, East  
Charleston, West Virginia 25305

Dear Mr. Johnston:

As explained to you during my telephone call to you on Thursday, July 5, 2007, Mountain International Trucks, Inc. has filed for bankruptcy protection under the provisions of Chapter 11. We are continuing to operate normally within the guidelines of this filing and our President, Robert L. Morris, continues to lead the company towards an agreement that will continue International truck sales in the State of West Virginia for years to come. He is currently working with several investors that would, once approved by the court, continue to operate and sell the International name brand in our state.

Our prospects for continuing business in the State of West Virginia remain strong and we look forward to handling any purchasing requirements for International trucks awarded to us. We have visited with Ace Truck and Equipment Company about our body commitments on these bids and he has indicated that he will continue to work with us as we migrate through this situation. International Truck and Engine Corporation is also vitally involved with the process and we will be able to count on their support in the process.

Regards,

Stewart W. Whitlow  
Vice President

Cc: David L. Tincher, Director  
State of West Virginia  
Department of Administration  
Purchasing Division



**MOUNTAIN INTERNATIONAL TRUCKS, INC.**

P.O. BOX 7771, CHARLESTON, WV 25356

T 304 776 5600

F 304 776 4184

cwhitlow@mountaininternational.com

July 17, 2007

State of West Virginia  
Department of Administration  
Purchasing Division  
Mr. David Tincher, Director  
P. O. Box 50130  
Charleston, West Virginia 25305-0130

RECEIVED  
2007 JUL 19 AM 10:05  
WV PURCHASING  
DIVISION

RE: DOH707EC017

Dear Mr. Tincher:

Thank you for your letter of July 12, 2007 concerning the current status of our dealership and its effect on the bid award process.

Be advised that we would like to reject the award of the above listed purchase order and any subsequent quantity from same. We do this to allow the Purchasing Division to take actions that will ultimately be in the best interest of the State of West Virginia. We would also ask that you take action on DOH707EC022 as well. This purchase order was awarded to us on June 8, 2007 without quantity, but will fall under the same stipulation as stated in your letter.

Mr. Tincher, our owner is working diligently to find a buyer for the dealership. We hope that we will be able to return to bidding on the State of West Virginia's truck needs in the very near future.

Respectfully,

S. W. "Chuck" Whitlow  
Vice President

Cc; File



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 Department of Administration  
 Purchasing Division  
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INVOICE TO

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

VENDOR

\*709035538      304-536-2000  
 MOUNTAIN INTERNATIONAL TRUCKS  
 PO BOX 71  
  
 LEWISBURG WV 24901

SHIP TO

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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:			SBUS07C	
0001		065-17	SCHOOL BUS				
			SIGNATURE _____				DATE _____
						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