



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.
SBUS08A

PAGE
1

BLANKET RELEASE
00

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

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/14/2007		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				
0001		EA	065-17		0.00000		
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS ISSUED TO PROVIDE SCHOOL BUSES TO ALL STATE, COUNTY, MUNICIPALITIES, AND SCHOOL BOARDS PER THE REQUEST FOR QUOTATION DATED 09/10/2007 AND VENDOR'S BID DATED 10/19/2007. ATTACHMENT: SBUS08 - PRICING SCHEDULE 11/01/2007 SCHOOL BUSES EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DECEMBER 1, 2007 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE							
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 03 2007 <i>Gallins</i>	
						OPEN END	
						TOTAL 304-558-8802	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *11/14/07*

APPROVED FOR ONE FISCAL YEAR
Deane Washfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS*
 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.
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.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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

TOTAL

JO ANN ADKINS

304-558-8802

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>							
						TOTAL	

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p>							
						TOTAL	

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SBUS08 Pricing Pages

TRANSIT UNITS

71 Passenger

210HP, FE, Automatic Transmission	\$ 75,187.00
225HP, FE, Automatic Transmission	\$ 75,846.00
225HP, RE, Automatic Transmission	\$ 84,837.00
Delivery to Charleston, WV	\$ 525.00

77 Passenger

210HP, FE, Automatic Transmission	\$ 80,826.00
225HP, FE, Automatic Transmission	\$ 80,826.00
225HP, RE, Automatic Transmission	\$ 88,631.00
Delivery to Charleston, WV	\$ 525.00

84 Passenger

245HP, FE, Automatic Transmission	\$ 82,187.00
245HP, RE, Automatic Transmission	\$ 89,334.00
	\$ 525.00

89 Passenger

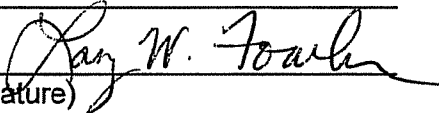
245HP, FE, Automatic Transmission	\$ 82,355.00
245HP, RE, Automatic Transmission	\$ 90,048.00
Delivery to Charleston, WV	\$ 525.00

Transit Unit Vendor: MATHENY MOTOR TRUCK COMPANY

LARRY W. FOWLER

Print Name)

(Signature)



Date 10/19/07

Phone 304-485-4418 ext. 644

Toll Free Phone Number 800-284-4418 ext. 644

Fax: 304-485-2577

Email lfowler@mathenymotors.com

SBUS08 Pricing Pages

CONVENTIONAL UNITS

24 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>51,330.00</u>
Type B – 130HP – Automatic Transmission	\$ <u>NO BID</u>

30 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>51,881.00</u>
Type B – 130HP – Automatic Transmission	\$ <u>NO BID</u>

35 Passenger

Regular - 175HP - Automatic Transmission	\$ <u>66,490.00</u>
Sp. Education - 175HP - Automatic Transmission	\$ <u>71,063.00</u>
Delivery To Charleston, WV	\$ <u>525.00</u>

47 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>68,556.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>68,890.00</u>
Sp. Education - 190HP - Automatic Transmission	\$ <u>73,165.00</u>
Delivery To Charleston, WV	\$ <u>525.00</u>

53 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>69,493.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>69,875.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>73,690.00</u>
Delivery To Charleston, WV	\$ <u>525.00</u>

59 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>69,584.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>70,466.00</u>
Delivery To Charleston, WV	\$ <u>525.00</u>

65 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>71,785.00</u>
Regular - 225HP Automatic Transmission	\$ <u>72,265.00</u>
Delivery To Charleston, WV	\$ <u>525.00</u>

SBUS08 Pricing Pages

CONVENTIONAL UNITS - Continued

71 Passenger

Regular - 210HP - Automatic Transmission \$ 72,062.00
Delivery To Charleston, WV \$ 525.00

77 Passenger

Regular - 210HP - Automatic Transmission \$ 76,259.00
Regular - 225HP - Automatic Transmission \$ 76,333.00
Delivery To Charleston, WV \$ 525.00

DELIVERY:

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 days. This does include "letters of intent".

Buses will be delivered within 120 days ARO. or as Thomas Bus completes manufacturing of buses.

Conventional Unit Vendor: MATHENY MOTOR TRUCK COMPANY

LARRY W FOWLER
Print Name)


(Signature)

Date 10/19/07

Phone 304-485-4418 ext. 644

Toll Free Phone Number 800-284-4418 ext. 644

Fax: 304-485-2577

Email lfowler@mathenymotors.com

SBUS08 Pricing Pages

Special Needs – Conventional

	53 Passenger	
210 HP – Automatic Transmission		\$ <u>73,690.00</u>
	59 Passenger	
210 HP – Automatic Transmission		\$ <u>75,124.00</u>
	65 Passenger	
225 HP – Automatic Transmission		\$ <u>76,601.00</u>
	71 Passenger	
225 HP – Automatic Transmission		\$ <u>77,008.00</u>
	77 Passenger	
225 HP – Automatic Transmission		\$ <u>82,122.00</u>



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RECEIPT TICKET FOR PURCHASE ORDER:						SBUS08A	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	065-17			SCHOOL BUSES		_____	_____
SIGNATURE _____						DATE _____	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

JO ANN ADKINS

304-558-8802

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