



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

PAGE
1

BLANKET RELEASE
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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
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

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	
10/30/2007		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 #01							
TO REMOVE CLASS 20 (GASOLINE) FROM THIS CONTRACT. VEHICLE BID DID NOT MEET CAB TO AXLE SPECIFICATIONS. SPECIFICATION OF 60". THIS IS REQUIRED TO ACCOMODATE THE ATTACHED SPECIFICATION FOR FLAT BED, DUMP BED AND UTILITY BODY FOR CLASS 20.							
ATTACHMENTS: REVISED AWARD CLASSES SPECS -CLASS 20,20A & 33							
*****NO ADDITIONAL CHANGES*****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						OCT 31 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 *10/30/07*

Dawn E. Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY: *Karen Boyd* 10/30/07
 JO ANN ADKINS 304-558-8802
 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 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.

SPECS - CLASS 20, 20A 33

SPECIFICATION FOR FLAT BED AND DUMP BED AND UTILITY BODY ARE LISTED BELOW:

FLAT BED:

60" CAB TO AXLE
9'3" LONG X 95-3/4" WIDE PLATFORM WITH PINE FLOOR
36" HIGH TAPERED STEEL BULKHEAD WITH SCREEN WINDOW
ICC BUMPER, LIGHTS AND RUBBER MUD FLAPS

84" CAB TO AXLE
12' 3" LONG X 95 3/4" WIDE PLATFORM WITH PINE FLOOR
36" HIGH TAPERED STEEL BULKHEAD WITH SCREEN WINDOW
ICC BUMPER, LIGHTS AND RUBBER MUD FLAPS

DUMP BODY:

60" CAB TO AXLE, 83W GALLON DUMP BODY OR APPROVED EQUAL
8' 6" LONG X 84" INSIDE WITH, 12" SIDES , 22" TAILGATE
1/2" X 84" CAB SHIELD
PF524DA - 12 TON GALION PTO HYDRAULIC HOIST - MANUAL TRANSMISSION
CF411DAE - 7.6 TON GALION ELECTRIC / HYDRAULIC PUSH BUTTON CONTROL HOIST - AUTOMATIC
TRANSMISSION, STEEL MUD/SNOW SHIELDS MOUNTED IN FRONT OF REAR WHEELS, RUBBER MUD
FLAPS AT REAR OF REAR WHEELS.

84" CAB TO AXLE, 84W GALLON DUMP BODY OR APPROVED EQUAL
10' 6" LONG X 84" INSIDE WITH, 12" SIDES , 22" TAILGATE
1/2" X 84" CAB SHIELD
PF524DA - 10.5 TON GALION PTO HYDRAULIC HOIST - MANUAL TRANSMISSION OR APPROVED EQUAL
CF511DAE - 6.1 TON GALION ELECTRIC / HYDRAULIC PUSH BUTTON CONTROL HOIST - AUTOMATIC
TRANSMISSION, STEEL MUD/SNOW SHIELDS MOUNTED IN FRONT OF REAR WHEELS, RUBBER MUD
FLAPS AT REAR OF REAR WHEELS.

UTILITY BODY: 108ADW READING UTILITY BODY OR APPROVED EQUAL

108" L X 93" W X 50" 50"W X 21.5" D COMPARTMENT, 40375" VERTICAL BODY HEIGHT
RECESSED 4" ROUND TAILLIGHTS WITH RUBBER GROMMETS AND OEM STYLE WIRING HARNESS (PLUG
TREAD PLATE REAR STEP BUMPER APPROXIMATELY 8" STEP
STANDARD UTILITY BODY SHELVING PACKAGE
PAINTED TO MARCH CAB
MARKER LIGHTS, REFLECTORS, AND REAR MUD FLAPS SHALL MEET FMVSS STANDARDS.

OPTIONS:

RIGHT REAR COMPARTMENT REINFORCED FOR 16,000 FT. LB. CRANE (4,000 LB CRANE)
REMOVABLE MEDIUM DUTY (JACK LEG TYPE) OUTRIGGER WITH SCREW BASE ON RIGHT SIDE,
AUTO CRANE 2703PR14 (OR EQUAL) TO BE INSTALLED ON RIGHT REAR OF UTILITY BODY WITH
CRANE REINFORCEMENT.

DOH PACKAGE WHERE LISTED TO INCLUDE THE FOLLOWING ITEMS: **(CLASS 20, 20A & 23 ONLY)**
BAR LIGHTS, PART # 776A PETERSON OR EQUAL , CAB MOUNTED VISIBLE FROM 360*.

SPECS - CLASS 20, 20A 33

PAINTINGS:

DETAIL/DECORATIVE STRIPES WITH LOGO

WIDTH: SHALL BE 1 INCH WITH TAPER AT FRONT OF HOOD

WVDOH LOGO (TO BE SUPPLIED BY WVDOH (BLACK AND WHITE COPY) AND IS APPROXIMATELY 7" TALL BY 7" WIDE AREA BEHIND LOGO AND WITHIN 1/2" OF LOGO IS NOT TO BE STRIPED. STRIPES SHOULD BE CUT TO FOLLOW CONTOUR OF LOGO, IN LIEU OF STRAIGHT CUT.

STRIPING MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D4956-91 TYPE V SHEETING, A SUPER HIGH-INTENSITY RETROFLECTIVE SHEETING CONSISTING OF MICRO PRISMATIC RETROFLECTIVE ELEMENTS. THE CONSPICUITY SHEETING MUST MEET THE REQUIREMENT OF NHSTA, DODT, 49CFR, PART 571 FEDERAL MOTOR VEHICLE SAFETY STANDARDS FOR CONSPICUITY SHEETING AND BE "**DOT APPROVED**".

THE SHEETING FOR BOTH APPLICATIONS ABOVE SHALL NOT BE MORE THAN 0.008 INCH THICK HAVING APPROXIMATELY 47,000 MICRO PRISMS PER SQUARE INCH AND SHALL COME WITH AN AGGRESSIVE HIGH TACK PRESSURE SENSITIVE ADHESIVE, REFLECTIVE **OR EQUIVALENT**.

UPPER STRIP COLOR: DARK BLUE

LOWER STRIPE COLOR: LIGHT GOLD

SUCCESSFUL VENDOR SHOULD CONSULT WITH AGENCY PERSONNEL ON PROPOSED STRIPING BEFORE PLACING ORDER WITH MANUFACTURER.

IN ORDER TO TEST THE ADHESIVE QUALITY OF THE PAINT, THE DOH MAY AT ITS OPTION, REQUIRE THAT THE VENDOR MEASURE ADHESION BY THE CRITERIA SET FORTH IN ASTM D3359-74, METHOD B. A RATING OF LESS THAN 4 ON THIS TEST WOULD BE DEEMED UNACCEPTABLE.

MANUFACTURER'S STANDARD PLANT PAINTING PROCEDURES FOR CLEANING, DEGREASING, PREPARING, PRIMING AND PAINTING ARE SUFFICIENT TO MEET THE REQUIREMENTS FOR PAINTING OF CAB (WHITE) AND CHASSIS (BLACK). CAB WILL NOT BE PAINTED WHITE OVER TOP OF ANOTHER FINISH COLOR.

THIS IS REQUIRED FOR CLASSES 20, 20A & 33

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 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	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		070-06-01-000	2008 (OR CURRENT MODEL YEAR) MOTOR				
			SIGNATURE _____				DATE _____
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE