



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.  
 MV11B

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  
 1

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*709035314 304-485-4410  
 MATHENY MOTOR TRUCK COMPANY  
 PO BOX 1304  
 PARKERSBURG WV 26102-1304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/06/2010		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 20A (60" CAB TO AXLE)-GAS FROM THIS CONTRACT.							
SEE THE ATTACHED REVISED LIST OF VEHICLE CLASSES AVAILABLE UNDER THIS CONTRACT.							
***** NO ADDITIONAL CHANGES *****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 20 2010 <i>Beverly Toler</i>	
						PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>	

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

OPEN END

TOTAL

*Dawn Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Krista J. Terrell* 304 558-8902  
 12/13/10  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

MV11B	M.J. Matheny Motor Truck Co.	
CLASS	MODEL	PRICE
12 - Truck	GMC Sierra TC10703 - Large Pickup, 2 Wheel Drive, 6000 GVWR, Short Bed, Gas.	\$ 14,929.00
12A - Truck	GMC Sierra TC10703 - Large Pickup, 1/2 Ton, 2 Wheel Drive, Short Bed, Gas	\$ 15,739.00
16 - Truck	GMC Canyon TT15403 - Small Pickup, 4 Wheel Drive, 4500 GVWR, Short Bed, Gas	\$ 16,298.00
17 - Truck	GMC Canyon TT15653 - Small Pickup, 4 Wheel Drive, 4700 GVWR, Ext. Cab, Gas	\$ 18,237.00
18 - Truck	GMC Sierra TK10703 - Large Pickup, 1/2 Ton, 4 Wheel Drive, 5400 GVWR, Short Bed, Gas	\$ 17,479.00
18 - Truck	GMC Sierra TK10703 - Large Pickup, 1/2 Ton, 4 Wheel Drive, 5400 GVWR, Short Bed, Flex-Fuel	\$ 17,479.00
19 - Truck	GMC Sierra TK20903 - Large Pickup, 4 Wheel Drive, 8500 GVWR, Long Bed, Flex-Fuel(Bio-Diesel)	\$ 27,349.00
22 - Van, Cargo	GMC Savana TG13405 - 6500 GVWR, 109" Wheelbase, Gas	\$ 15,996.00
23 - Van, Cargo	GMC Savana TG23705 - Extended Body, 8500 GVWR, 138" Wheelbase, Diesel	\$ 29,159.00
23A - Van	GMC Savana TG23405 - RWD Cargo van, 8500 GVWR, 135" Wheelbase, Gas	\$ 16,658.00
23A - Van	GMC Savana TG23405 - RWD Cargo van, 8500 GVWR, 135" Wheelbase, Diesel	\$ 27,506.00
23A - Van	GMC Savana TG23405 - RWD Cargo van, 8500 GVWR, 135" Wheelbase, Flex-Fuel	\$ 16,658.00
25 - Van	GMC Savana TG13406 - 8 Passenger, Rear Wheel Drive, 125" Wheelbase, Gas	\$ 18,466.00
25 - Van	GMC Savana TG13406 - 8 Passenger, Rear Wheel Drive, 125" Wheelbase, Flex-Fuel	\$ 18,466.00
26 - Van	GMC Savana TG23406 - 12 Passenger, 125" Wheelbase, Gas	\$ 21,186.00
26 - Van	GMC Savana TG23406 - 12 Passenger, 125" Wheelbase, Bio-Fuel	\$ 21,186.00
26 - Van	GMC Savana TG23406 - 12 Passenger, 125" Wheelbase, Diesel	\$ 33,710.00