

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 MV11B

PAGE
 1

BJ

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
 3

11
 FILE LOCATION 19116

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

*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
03/02/2011	NET 30	550320770	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE
			AMOUNT
		CHANGE ORDER #03	Purchasing Division's File Copy
<p>CHANGE ORDER ISSUED TO ADD THE ITEM NUMBER IN THE TOP RIGHT HAND CORNER OF THE COST SHEET FOR CLASS 12 TRUCK. THIS NUMBER COINCIDES WITH THE ITEM NUMBER IN THE PURCHASING DIVISION'S ORDER ENTRY SYSTEM (TEAM) PER THE ATTACHED REVISED COST SHEET.</p> <p>EFFECTIVE DATE OF CHANGE: 03/02/2011</p> <p>----- NO OTHER CHANGES -----</p>			
<p>RETURNED TO BUYER DATE: <u>MAR 07 2011</u></p>			<p>5WC</p> <p>SCANNED</p> <p>PURCHASING DIVISION CERTIFIED ENCUMBERED MAR - 3 2011 <i>Beverly Toler</i></p>
<p>PREVIOUS PO TOTAL==></p> <p>PO NET CHANGE (+)==></p>		<p>OPEN</p> <p>END</p>	<p>ENTERED</p>
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/></p>			<p>OPEN END</p> <p>TOTAL</p>

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 03/03/11 304-558-8802
 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 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.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.
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.

070-48-12-001
Revised per Addm. #3

Class 12 Truck
Large pickup, 1/2 Ton, 2 Wheel Drive
6000 GVWR, Short Bed, (Approx. 5'7" bed)
Includes but is not limited to: Ford F150, Dodge 1500, Chevrolet 1500

Vendor Name: Matheny Motor Truck Co

Manufacturer / Brand GMC
Delivery 60-120 Days
Model Name & Number Sierra TC10703

Standard Equipment Requirements:

Engine	MIN 195 HP 235 TORQUE
Transmission	Automatic
Steering	Power
Brakes	Power
Radio	AM/FM
Glass	All Tinted
Mirrors	Left & Right Outside
License Plate Mounts	Front & Rear
Cargo Box	Fleetside
Bumper	Rear Step Factory Installed
Tires	All Season
Spare Tire	Full Size w/ Jack
Air Conditioning	STD
Front Seat	Bench
Rubber Floor Covering	Installed
Front Air Bags	Installed

HP	TORQUE
195	260

Price Each Gasoline \$14,929.00
Hybrid _____
Flex Fuel _____

EPA HGWY	EPA CITY
20	15

1 AM/FM w/ CD Player		\$149.60
2 Shop/Service Manual		\$N/A
3 CD Service Manual		\$N/A
4 Tilt Wheel & Cruise Control		220.00
5 Limited Slip Rear End		286.00
6 Keyless Entry		\$Req. Opt. 7
7 Power Windows / Power Locks		1,020.80
8 Tow Hooks		\$N/A
9 Long Bed		374.40
10 Exterior colors		\$No Charge
11 Slide Rear Window		\$N/A
12 Side Air Bags		\$Std.
13 Engine Options	Option 1: 4.8 V/8	831.60
14 Engine Options	Option 2: 5.3 V/8	1,535.60
15 Slush/All Weather Mats (Driver & Passenger)		129.00
16 Slush/All Weather Mats (Second Row)		\$N/A
17 Slush/All Weather Mats (Cargo)		\$N/A
18 Bed Liner		189.00
19 Crew Cab		5,834.00
20 Extended Cab		2,372.00
21 Manual Transmission w/Overdrive (Deduct)		\$ -N/A
22 Delete Cloth Seats (Deduct)		0.00
23 Delete Carpet (Deduct)		0.00
24 Delete Gas Tanks (gas only)		\$ -N/A
25 FOB Dealership: (Deduct)		-49.00
26 FOB Other than Metro Charleston - Per Mile		1.59

Additional Information: