



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.  
**SBUS07A**

PAGE  
**1**

BLANKET RELEASE  
**00**

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

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

**SHIP TO:**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/27/2006		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	OPEN END SWC - SBUS07A		0.00000		
	THIS CONTRACT IS ISSUED TO PROVIDE SCHOOL BUSES TO ALL STATE, COUNTY, MUNICIPALITIES, AND SCHOOL BOARDS PER THE REQUEST FOR QUOTATION DATED 8/22/2006, ADDENDUM DATED 9/19/2206, AND VENDOR'S BID DATED 9/25/2006.						
	ATTACHMENT: SBUS07 - PRICING SCHEDULE						
	09/18/2006		065-17				
	SCHOOL BUSES						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DECEMBER 1, 2006, 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						
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED  DEC 5 2006  <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

*Danny Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468  
 BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED FOR  
 ONE FISCAL YEAR

*12/1/06*

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance 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, this Contract is automatically null and void, and is 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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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
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

BETTY FRANCISCO

304-558-0468

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<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>							
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></p>							

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<b>SBUS07 - PRICING SCHEDULE</b>	<b>Matheny Motor Truck Co.</b>
<b>TRANSIT UNITS</b>	
<b>71 Passenger</b>	
210HP, FE, Automatic Transmission	\$ 70,567.00
230HP, FE, Automatic Transmission	\$ 71,231.00
230HP, RE, Automatic Transmission	\$ 80,092.00
Delivery to Charleston, WV	\$ 475.00
<b>77 Passenger</b>	
210HP, FE, Automatic Transmission	\$ 75,340.00
230HP, FE, Automatic Transmission	\$ 75,340.00
230HP, RE, Automatic Transmission	\$ 83,615.00
Delivery to Charleston, WV	\$ 475.00
<b>84 Passenger</b>	
250HP, FE, Automatic Transmission	\$ 77,166.00
250HP, RE, Automatic Transmission	\$ 84,624.00
Delivery to Charleston, WV	\$ 475.00
<b>89 Passenger</b>	
250HP, FE, Automatic Transmission	\$ 77,482.00
250HP, RE, Automatic Transmission	\$ 85,006.00
Delivery to Charleston, WV	\$ 475.00
<b>CONVENTIONAL UNITS</b>	
<b>24 Passenger</b>	
Type A1 – 130HP – Automatic Transmission	\$ 44,335.00
Type B – 130HP – Automatic Transmission	\$ -
Delivery to Charleston, WV	
<b>30 Passenger</b>	
Type A1 – 130HP – Automatic Transmission	\$ 44,886.00
Type B – 130HP – Automatic Transmission	\$ -
Delivery to Charleston, WV	
<b>35 Passenger</b>	
Regular - 175HP - Automatic Transmission	\$ 61,566.00
Sp. Education - 175HP - Automatic Transmission	\$ 66,586.00
Delivery To Charleston, WV	\$ 475.00
<b>47 Passenger</b>	
Regular - 190HP - Automatic Transmission	\$ 63,401.00
Regular - 210HP - Automatic Transmission	\$ 63,718.00
Sp. Education - 190HP - Automatic Transmission	\$ 68,362.00
Delivery To Charleston, WV	\$ 475.00

<b>SBUS07 - PRICING SCHEDULE</b>	<b>Matheny Motor Truck Co.</b>
<b>53 Passenger</b>	
Regular - 190HP - Automatic Transmission	\$ 64,366.00
Regular - 210HP - Automatic Transmission	\$ 64,679.00
Regular - 210HP - Manual Transmission	\$ 63,483.00
Delivery To Charleston, WV	\$ 475.00
<b>59 Passenger</b>	
Regular - 190HP - Automatic Transmission	\$ 65,219.00
Regular - 210HP - Automatic Transmission	\$ 65,431.00
Delivery To Charleston, WV	\$ 475.00
<b>65 Passenger</b>	
Regular - 210HP - Automatic Transmission	\$ 66,855.00
Regular - 230HP - Manual Transmission	\$ 66,540.00
Delivery To Charleston, WV	\$ 475.00
<b>71 Passenger</b>	
Regular - 210HP - Automatic Transmission	\$ 67,538.00
Delivery To Charleston, WV	\$ 475.00
<b>77 Passenger</b>	
Regular - 210HP - Automatic Transmission	\$ 71,913.00
Regular - 230HP - Automatic Transmission	\$ 72,714.00
Delivery To Charleston, WV	\$ 475.00
<b>SPECIAL NEEDS CONVENTIONAL</b>	
<b>53 Passenger</b>	
220 HP/520 ft. lbs. torque - Automatic Transmission	\$ 70,301.00
<b>59 Passenger</b>	
220 HP/520 ft. lbs. torque - Automatic Transmission	\$ 70,958.00
<b>65 Passenger</b>	
230 HP/660 ft. lbs. torque - Automatic Transmission	\$ 76,250.00
<b>71 Passenger</b>	
230 HP/660 ft. lbs. torque - Automatic Transmission	\$ 76,462.00
<b>77 Passenger</b>	
230 HP/660 ft. lbs. torque - Automatic Transmission	\$ 77,783.00
Delivery to Charleston, WV	



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0001	065-17		SCHOOL BUSES				
RECEIPT TICKET FOR PURCHASE ORDER: SBUS07A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	
0001	065-17			SCHOOL BUSES			
SIGNATURE _____				DATE _____			
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