



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.  
 SBUS07C

PAGE  
 1

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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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*709035538 304-536-2000  
 MOUNTAIN INTERNATIONAL TRUCKS  
 PO BOX 71  
 LEWISBURG WV 24901

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/20/2007		NET 30		550337886			
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 #02				
			TO CANCEL CHANGE ORDER NO. 1 AND REINSTATE THIS CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT.				
			EFFECTIVE DATE: JULY 12, 2007				
			*****NO ADDITIONAL CHANGES*****				
			PURCHASING DIVISION CERTIFIED ENCUMBERED SEP 24 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

9/20/07

APPROVED FOR  
 FISCAL YEAR  
*Dan Wayne*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *Joann Adkins* 9/20/07  
 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.

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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.

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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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

**From:** James Kirby  
**To:** Byrd, Karen; Tincher, David  
**Date:** 09/20/2007 10:52:00 AM  
**Subject:** Mountain International

Dave/Karen:

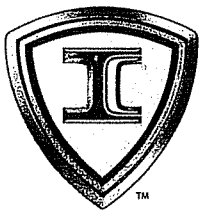
In 1996, the bankruptcy code was revised to disallow companies to be discriminated against solely due to filing bankruptcy. See 11 USC 365 and 11 USC 525. My office, however, failed to change our terms and conditions to reflect this change. Consequently, the state cannot cancel Mountain International's contract due solely to its filing for bankruptcy. Please take the necessary steps to uncanceled any contract we may have cancelled due to the ipso facto bankruptcy clause in our terms and conditions. If you have any questions or concerns, please do not hesitate to contact me.

James A. Kirby III  
General Counsel  
State of West Virginia  
Department of Administration  
State Capitol, Room E-119  
Charleston, WV 25305  
304) 558-4331  
304) 558-2999 Facsimile

CONFIDENTIAL: ATTORNEY - CLIENT PRIVILEGED COMMUNICATION

CONFIDENTIALITY NOTE:

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MOUNTAIN INTERNATIONAL TRUCKS, INC.

T 304 776 5600

F 304 776 4184

P.O. BOX 7771, CHARLESTON, WV 25356

WWW.MOUNTAININTERNATIONAL.COM

September 24, 2007

State of West Virginia  
Department of Administration  
Purchasing Division  
Ms. Jo Ann Adkins, Buyer  
2019 Washington Street East  
Charleston, WV 25305-0130

RE: SBUS07

Dear Ms. Adkins:

In reference to the above Purchase Order, Mountain International Trucks, Inc. and the I C Corporation will continue to guarantee performance in the building and delivery of additional school bus units under this order. Additionally, the terms and conditions of said contract will be honored as indicated in the contract.

Thank you.

Sincerely,

Robert L. Morris  
President

RLM/cw

RECEIVED  
2007 SEP 24 AM 9:43  
WV PURCHASING  
DIVISION



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INVOICE TO

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 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

PURCHASER

\*709035538      304-536-2000  
 MOUNTAIN INTERNATIONAL TRUCKS  
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 LEWISBURG WV 24901

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			SBUS07C	
0001		065-17	SCHOOL BUS				
		SIGNATURE _____		DATE _____			
						TOTAL	

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APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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