



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.
SBUS10A

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 26102-1304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/30/2009		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				
BLANKET OPEN-END STATEWIDE CONTRACT							
THIS CONTRACT IS ISSUED TO PROVIDE SCHOOL BUSES TO ALL STATE, COUNTY, MUNICIPALITIES, AND SCHOOL BOARDS PER THE REQUEST FOR QUOTATION DATED SEPT. 16, 2009 AND VENDOR'S BID DATED OCTOBER 13, 2009.							
ATTACHMENT SBUS10A - PRICING SCHEDULE							
0001	11/30/2010	EA	070-30		.00000		
SCHOOL BUS CHASSIS							
EXHIBIT 3							
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DECEMBER 1, 2009 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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY							
PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 09 2009 <i>Kimberly D. Hej</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED FOR ONE FISCAL YEAR

Samuel Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *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 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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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>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> <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 TRANS-</p>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
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BY _____
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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<p>PORTATION 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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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</p>							
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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				
	ELECTRONIC MEDIUM SUCH AS CD-ROM.						
	REV. 04/11/2001						
						TOTAL	

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

SBUS10 Pricing Pages

TRANSIT UNITS

71 Passenger

210HP, FE, Automatic Transmission	\$ 84,379.00
225HP, FE, Automatic Transmission	\$ 85,015.00
225HP, RE, Automatic Transmission	\$ 92,983.00
Delivery to Charleston, WV	\$ 750.00

77 Passenger

210HP, FE, Automatic Transmission	\$ 90,055.00
225HP, FE, Automatic Transmission	\$ 90,055.00
225HP, RE, Automatic Transmission	\$ 97,046.00
Delivery to Charleston, WV	\$ 750.00

84 Passenger

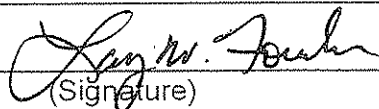
240HP, FE, Automatic Transmission	\$ 91,178.00
240HP, RE, Automatic Transmission	\$ 101,663.00

89 Passenger

240HP, FE, Automatic Transmission	\$ 90,464.00
240HP, RE, Automatic Transmission	\$ 101,790.00
Delivery to Charleston, WV	\$ 750.00

Transit Unit Vendor: MATHENY MOTOR TRUCK CO. - THOMAS BUILT BUSES

Larry W. Fowler
Print Name)


(Signature)

Date 10/13/09

Phone 304-485-4418 ext. 544

Toll Free Phone Number 800-284-4418 ext. 544

Fax: 304-489-0061

Email lfowler@mathenymotors.com

SBUS10 Pricing Pages

CONVENTIONAL UNITS

24 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>59,711.00</u>
Type B – 130HP – Automatic Transmission	\$ <u>NO BID</u>

30 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>59,841.00</u>
Type B – 130HP – Automatic Transmission	\$ <u>NO BID</u>

35 Passenger

Regular - 175HP - Automatic Transmission	\$ <u>76,031.00</u>
Sp. Education - 175HP - Automatic Transmission	\$ <u>78,294.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

47 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>76,788.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>77,176.00</u>
Sp. Education - 190HP - Automatic Transmission	\$ <u>80,472.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

53 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>77,869.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>78,259.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>78,259.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

59 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>77,739.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>79,057.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

65 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>80,238.00</u>
Regular - 225HP Automatic Transmission	\$ <u>78,766.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

SBUS10 Pricing Pages

CONVENTIONAL UNITS - Continued

71 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>79,546.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

77 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>84,286.00</u>
Regular - 225HP - Automatic Transmission	\$ <u>83,065.00</u>
Delivery To Charleston, WV	\$ <u>750.00</u>

DELIVERY:

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 days. This does include "letters of intent".

Buses will be delivered within PER BID days ARO.

Conventional Unit Vendor: MATHENY MOTOR TRUCK CO. - THOMAS BUILT BUESES

<u>Larry W. Fowler</u>	<u></u>
Print Name)	(Signature)

Date 10/13/09

Phone 304-485-4418 ext. 544

Toll Free Phone Number 800-284-4418 ext. 544

Fax: 304-489-0061

Email lfowler@mathenymotors.com

SBUS10 Pricing Pages

Special Needs – Conventional

	53 Passenger	
210 HP – Automatic Transmission		\$ <u>81,068.00</u>
	59 Passenger	
210 HP – Automatic Transmission		\$ <u>82,274.00</u>
	65 Passenger	
225 HP – Automatic Transmission		\$ <u>84,114.00</u>
	71 Passenger	
225 HP – Automatic Transmission		\$ <u>84,563.00</u>
	77 Passenger	
225 HP – Automatic Transmission		\$ <u>90,451.00</u>

