



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.
 WVARF04

PAGE
 1

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
 13

AGENCY COPY SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *709052549 304-766-4894
 WV ASSOC OF REHAB FACILITIES
 PO BOX 745
 INSTITUTE WV 25112

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/21/2006		NET 30		550633886			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		VAR-VAR	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #13				
CHANGE THE RATE FOR LOW IMPACT MONITOR SERVICES TO 33.62/HOUR, EFFECTIVE NOVEMBER 1, 2006. TOLLS ON THE WV TURNPIKE WILL BE REIMBURSED AT COST; MILEAGE FOR MONITORS SHALL BE \$0.445 PER MILE. *****NO ADDITIONAL CHANGES*****							
						WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED DEC 27 2006 <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

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 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 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.



Governor's  **Committee**

For The Purchase of Commodities & Services
From The Handicapped

1900 Kanawha Boulevard, East
State Capitol, Room E-119
Charleston, West Virginia 25305-0120
304.558.1783

RECEIVED
OCT 23 2006

**PURCHASING AGENCY
NOTIFICATION OF FAIR MARKET PRICE DETERMINATION**

October 19, 2006

Julian Ware
DOH Maintenance Division
Bldg 5 Room A-350
1900 Kanawha Blvd East
Charleston WV 25305

RECEIVED
2006 OCT 27 P 3:36
PURCHASING DIVISION
STATE OF WV

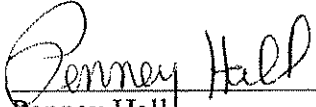
RE: Committee Establishment of Fair Market Price for Monitors Services for the
Low Impact Permit Section

Committee for the Purchase of Commodities and Services from the Handicapped
(hereafter referred to as the Committee) in accordance with section 5A-3a-4(d) of the
code of West Virginia, met on the above date and by majority vote established the
following fair market price for the above project.

The Committee hereby approves an agreement between the State of West Virginia, and
the West Virginia Association of Rehabilitation Facilities, Inc. (the designated Central
Non-Profit Agency) for the above named project at the fair market price of \$33.62 per
hour. The contract period will be November 1, 2006 through October 31, 2007. The
period price is open ended. Tolls incurred on the WV Turnpike will reimbursed at cost.
Mileage for Monitors will reflect the US IRS allowed rate.

The Committee through the Central Nonprofit Agency will assign this project to a
Community Rehabilitation Program approved by the Committee to provide the service
required by this agreement.

If you have any questions feel free to call WVARF (the Central Non-Profit Agency) at
304-766-4894. Thank you for using the services of West Virginia's citizens with
disabilities and supporting the State Use program.



Penney Hall
Committee Chair



West Virginia Association of Rehabilitation Facilities

OCT 23 2006

SERVICE AGREEMENT

MAINTENANCE DIVISION

Contractor: West Virginia Association of Rehabilitation Facilities, Inc., PO Box 745, Institute WV 25112

Work performed by: Harrison County Sheltered Workshop, Stonewood; Integrated Resources, Maben; SW Resources, Parkersburg; Pretera Center, Charleston

Work to be performed: Low Impact Monitor Services

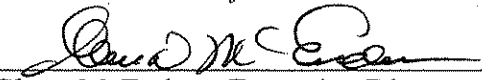
Customer Contact: Julian Ware, DOH Maintenance Division, Building 5 Room A-350, 1900 Kanawha Blvd East, Charleston WV 25305

Period of Contract: November 1, 2006 – October 31, 2007

Billing Rate: \$33.62 per hour Total Period Amount: Open Ended

Notes:

- *The Division of Highways agrees to pay for tolls incurred as a result traveling on the WV Toll Road during the provision of this project. Copies of receipts must accompany all requests for re-imbusement.*
- *The costing of the above price is in part based upon the allowable amount established by the US Internal Revenue Service (IRS) for mileage. The Division of Highways agrees to review, and adjust the above price whenever the IRS makes an adjustment to their current figure of \$0.445 per mile.*
- *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.*
- *The Vendor agrees to furnish all equipment and supplies required to perform the tasks agreed upon in the Statement of Work.*
- *WVARF agrees to provide services for the above amount pending final determination of the "Fair Market Price" by the Governor's Committee for the Purchase of Commodities and Services from the Handicapped.*


Glenn McEndree, Executive Director
WVARF

10/18/06
Date

For the WV Division of Highways

Date



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 WV ASSOC OF REHAB FACILITIES
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			RECEIPT TICKET FOR PURCHASE ORDER:			WVARF04	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		485-74		100 PAD BAIL KIT (AP100)			
		SIGNATURE _____			DATE _____		

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE