



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

00

CHANGE ORDER

15

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.

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

AGENCY COPY

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
01/29/2007		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 #15		
	THIS IS TO ADD LAUNDRY SERVICE WITH FAIR MARKET PRICE TO WVARF04 CONTRACT.				
	LINE ITEM 162 US HEREBY ADDED TO WVARF04 CONTRACT PER THE ATTACHED LIST OF LINEN AND COST THEREOF. THIS SERVICE MAY BE USED BY THE FOLLOWING FACILITIES; THE MAXIMUM CHARGE FOR DELIVERY PER LOCATION IS ALSO LISTED BELOW:				
	BATEMAN			\$420.10	
	HOPEMONT			\$293.56	
	LAKIN			\$365.01	
	MANCHIN			\$257.45	
	PINECREST			\$488.92	
	SHARPE			\$309.90	
	WELCH			\$589.62	
	EFFECTIVE DATE: FEBRUARY 1, 2007				
	*****NO ADDITONAL CHANGES*****				
	PREVIOUS PO TOTAL==> OPEN END				
	PO NET CHANGE (+)==>				

PURCHASING DIVISION
CERTIFIED ENCUMBERED

JAN 31 2007

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☒ 1/30/07

OPEN END

TOTAL

BETTY FRANCISCO

304-558-0468

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

**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.



West Virginia Association of Rehabilitation Facilities

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

Betty Francisco, Senior Buyer
WV Purchasing Division
2019 Washington St. E.
PO Box 50130
Charleston, WV 25130-0130

September 21, 2006

RE: Committee Establishment of Fair Market Price for WVARF07 Laundry Services

RECEIVED
2007 JAN 30 AM 3:08
WV PURCHASING
DIVISION

The 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 has 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 named products and services at the fair market price per the attached WVARF Laundry Rental Prices List.

The fair market price is herein established effective October 1, 2006.

The Central Non-Profit Agency will assign this project to Community Rehabilitation Programs 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 Chairperson

WVARF LAUNDRY RENTAL PRICES

9/21/06

NO.	ITEM	INCLUSIVE
		ALL COSTS (NO DELIVERY)
1	ADULT DIAPER, XLG, WITH SNAPS	\$ 0.86
2	APRONS, SPLIT POCKET, NAVY, 35% COTTON	\$ 0.37
3	BAR (UTILITY) TOWELS, 100% COTTON, 17" x 20"	\$ 0.23
4	BATH MATS, TERRY, 86% COTTON/14% POLYESTER, 20" x 30"	\$ 0.53
5	BIBS, ADULT, WHITE W/BLEU BORDER, VELCRO CLOSURE, 30" x 18"	\$ 0.35
6a	BLANKET, BABY, COTTON, BLUE, 30" x 40 "	\$ 0.55
6b	BLANKET, BABY, COTTON, PINK, 30" x 40"	\$ 0.55
7	BLANKET, BATH, WHITE, 85% COTTON/15% POLYESTER, 70" x 90"	\$ 0.70
8	BLANKET, THERMAL, WHITE, 100% COTTON, 66" x 90"	\$ 1.54
9	COAT, DOCTOR, BLEND, SZ: 36, 38, 40, 42, 44, 46	\$ 1.48
10	COVERALLS, SZ: 36, 38, 40, 42, 44, 46, 48	\$ 0.87
11	DISH CLOTH, LINT FREE	\$ 0.22
12	GOWN, IV, SNAPS, 55% COTTON/45% PLOYESTER, SZ: SM, M, LG, XLG, XXLG	\$ 0.63
13a	GOWN, BARRIER, BLUE, 55% COTTON/45% POLYESTER, SZ: LG, XLG	\$ 1.06
13b	GOWN, BARRIER, BLUE, 55% COTTON/45% POLYESTER, SZ: 2XL	\$ 1.10
14a	GOWN, CHILD, YELLOW, CHILD GUARD FR MATERIAL, SZ: SM	\$ 0.38
14b	GOWN, CHILD, BLUE, CHILD GUARD FR MATERIAL, SZ: MED	\$ 0.38
14c	GOWN, CHILD, GREEN, CHILD GUARD FR MATERIAL, SZ: LG	\$ 0.38
15	GOWN, MAMMOGRAM, 55% COTTON/45% POLYESTER, SNAP	\$ 0.79
16	GOWN, OR, MISTY GREEN, MOISTURE BARRIER, SZ: XLG	\$ 1.70
17	GOWN, PATIENT, LAPOVER, W/TAPE TIES, SZ: XLG	\$ 0.54
18	GOWN, PATIENT, LAPOVER, W/TAPE TIES, 3XXX	\$ 0.98
19	MAT, WALK OFF/ON, 3' x 5', CHANGED EVERY TWO WEEKS	\$ 4.74
20	MAT, WALK OFF/ON, 3' x 10', CHANGED EVERY TWO WEEKS	\$ 9.19
21	MAT, WALK OFF/ON, 4' x 6', CHANGED EVERY TWO WEEKS	\$ 7.41
22	MAT, WALK OFF/ON, 5' x 10', CHANGED EVERY TWO WEEKS	\$ 15.31
23	MAT, SCRAPPER, 4' X 6', OUTSIDE USE, 100% RUBBER	\$ 7.41
24	MOP HEAD, WET COTTON, LOOPED ENDS, 16 OZ.	\$ 1.42
25	MOP HEAD, WET COTTON, LOOPED ENDS, 24 OZ.	\$ 1.53
26	MOP HEAD, WET RAYON, LOOPED ENDS, 16 OZ.	\$ 1.42
27	MOP HEAD, DUST, 18", TREATED	\$ 0.91
28	MOP HEAD, DUST, 24", TREATED	\$ 1.21
29	MOP HEAD, DUST, 36", TREATED	\$ 1.45
30	MOP HEAD, DUST, 48", TREATED	\$ 1.69
31	OVEN MITS	\$ 0.63
32	PANTS, P J, 55% COTTON/45% POLYESTER, SZ: SM, MED, LG, XLG	\$ 0.52
33	PANTS, P J, 55% COTTON/45% POLYESTER, SZ: 3XL	\$ 0.64
34a	PANTS, SCRUBS, CEIL BLUE, 55% COTTON/45% POLYESTER, SZ: SM, MED, LG, XLG	\$ 0.78
34b	PANTS, SCRUBS, CEIL BLUE, 55% COTTON/45% POLYESTER, SZ: 2XL	\$ 0.79
34c	PANTS, SCRUBS, CEIL BLUE, 55% COTTON/45% POLYESTER, SZ: 3XL	\$ 0.82
34d	PANTS, SCRUBS, MISTY GREEN, 55% COTTON/45% POLYESTER, SZ: SM, MED, LG, XLG	\$ 0.78
34e	PANTS, SCRUBS, MISTY GREEN, 55% COTTON/45% POLYESTER, SZ: 2XL	\$ 0.79

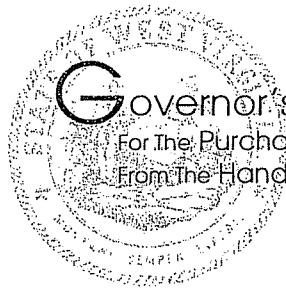
		INCLUSIVE ALL COSTS (NO DELIVERY)
NO.	ITEM	
34f	PANTS, SCRUBS, MISTY GREEN, 55% COTTON/45% POLYESTER, SZ: 3XL	\$ 0.82
35	PILLOW CASE, WHITE STANDARD SIZE, 55% COTTON/45% POLYESTER, 42" X 34"	\$ 0.24
36	PILLOW CASE, OR, MISTY GREEN, MOISTURE BARRIER, 42" X 35"	\$ 0.32
37	POT HOLDERS	\$ 0.62
38	SHEET, DRAW, WHITE, 55% COTTON/45% POLYESTER, 54" X 81"	\$ 0.52
39	SHEET, KNITTED, FITTED, WHITE, 19 OZ, 55% COTTON/45% POLYESTER, 36" X 82"	\$ 0.60
40	SHEET, QUEEN	\$ 0.94
41	SHEET, REGULAR	\$ 0.58
42	SHEET, OR, MISTY GREEN, MOISTURE BARRIER, 75% COTTON/25% POLYESTER, 72" X 108"	\$ 1.27
43	SHIRT, BABY, SHORT SLEEVE, WHITE, 60% COTTON/40% POLYESTER, SZ: 3 TO 6, 6 TO 9	\$ 0.22
44a	SHIRT, SCRUBS, CEIL BLUE, 50% COTTON/50% POLYESTER, SZ: SM, MED, LG, XLG	\$ 0.87
44b	SHIRT, SCRUBS, CEIL BLUE, 50% COTTON/50% POLYESTER, SZ: 2XL	\$ 0.90
44c	SHIRT, SCRUBS, CEIL BLUE, 50% COTTON/50% POLYESTER, SZ: 3XL	\$ 0.93
44d	SHIRT, SCRUBS, MISTY GREEN, 50% COTTON/50% POLYESTER, SZ: SM, MED, LG, XLG	\$ 0.87
44e	SHIRT, SCRUBS, MISTY GREEN, 50% COTTON/50% POLYESTER, SZ: 2XL	\$ 0.90
44f	SHIRT, SCRUBS, MISTY GREEN, 50% COTTON/50% POLYESTER, SZ: 3XL	\$ 0.93
45	TOWEL, OR, MISTY GREEN, MOISTURE BARRIER, 100% COTTON, 18" X 33"	\$ 0.33
46	TOWEL, BATH, WHITE, 100% COTTON, 20" X 40"	\$ 0.29
47	TOWEL, BATH, WHITE, 100% COTTON, 24" X 48", WITH BLUE STRIPE	\$ 0.56
48	TOWEL, TERRY. COTTON, (RAGS)	\$ 0.60
49	UNDERPADS, 50/50 T-180 SAFETY BLEND BIAS BOUND, INNER LAYER ABSORBENT SOAKER FABRIC, BOTTLE LAYER IMPERVIOUS BARRIER CLOTH	\$ 0.52
50	WARM UP, JACKET, MISTY GREEN, SZ: SM, MED, LG, XLG, XXL	\$ 1.03
51	WASHCLOTH, WHITE, .75 LB, 100% COTTON, RND. CORNERS, 12" X 12"	\$ 0.10
52	WRAPPER, 24" X 24", WITH MOISTURE BARRIER	\$ 0.74
53	WRAPPER, 24" X 24", 1" FENESTRATION, WITH MOISTURE BARRIER	\$ 0.81
54	WRAPPER, 24" X 24", 3" FENESTRATION, WITH MOISTURE BARRIER	\$ 0.83
55	WRAPPER, 36" X 36", WITH MOISTURE BARRIER	\$ 0.85
56	WRAPPER, 45" X 45", WITH MOISTURE BARRIER	\$ 0.90
57	WRAPPER, SURGICAL, 54" X 54", WITH 2-PLY MOISTURE BARRIER	\$ 1.01
58	WRAPPER, SURGICAL, 54" X 72", WITH 2-PLY WITH MOISTURE BARRIER	\$ 1.05

CUSTOMER OWNED GOODS

59	BEDSPREAD, PER POUND	\$ 0.63
60	CURTAINS, PER POUND	\$ 0.63
61	CUBICLE CURTAIN, PER POUND	\$ 0.63

ITEMS FOR PURCHASE

62	BAGS, SOILED LINEN, BLUE, .95 MIL., 29" X 43", CASE OF 240 bags	\$ 61.66
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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

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

Alberta Kincaid
Department of Health and Human Resources
State Capitol Complex
1900 Kanawha Boulevard, E
Building 3, Room 216
Charleston, WV 25305

January 25, 2007

RE: Committee Establishment of Fair Market Price for WVARF07 Laundry
Service Delivery

The 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 has 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 named products and services at the fair market price per the following Laundry Service Per Delivery Rate to Each State Hospital and **Not to Exceed:**

1. Bateman	\$420.10	5. Pincrest	\$488.92
2. Hopemont	\$293.56	6. Sharpe	\$309.90
3. Lakin	\$365.01	7. Welch	\$589.62
4. Manchin	\$257.45		

The fair market price is herein established effective February 1, 2007

The Central Non-Profit Agency will assign this project to Community Rehabilitation Programs 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 Chairperson



West Virginia Association of Rehabilitation Facilities

SERVICE AGREEMENT

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

Work performed by: Hancock County Sheltered Workshop

Work to be performed: Laundry Service Delivery

Contract Site(s): Department of Health and Human Resources: Welch Community Hospital; Hopemont Hospital; William R. Sharpe, Jr. Hospital; and Mildred Mitchell-Bateman Hospital

Customer Contact: Alberta Kincaid
Department of Health and Human Resources
State Capitol Complex
1900 Kanawha Boulevard, E
Building 3, Room 216
Charleston, WV 25305

Period of Contract: February 1, 2007 – January 31, 2008


Billing Rate: Laundry Service Per Delivery Rate to Each State Hospital and **Not to Exceed:**

1. Bateman	\$420.10
2. Hopemont	\$293.56
3. Lakin	\$365.01
4. Manchin	\$257.45
5. Pincrest	\$488.92
6. Sharpe	\$309.90
7. Welch	\$589.62

Total Period Amount: Open ended

Notes:

- 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 items 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

Date

For the State of West Virginia

Date

P.O. Box 745
Institute, West Virginia 25112
(304) 766-4894 • Fax (304) 766-4607
www.wvarf.org

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

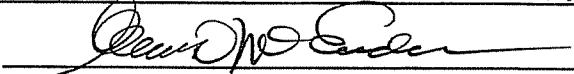
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: WEST VIRGINIA ASSOCIATION OF REHABILITATION FACILITIES

Authorized Signature:  Date: 1/25/07



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

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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
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/29/2007		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				
RECEIPT TICKET FOR PURCHASE ORDER: WVARF04							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE	
0162		954-05		LAUNDRY AND LINEN SERVICE			
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