

Purchase Order



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

PURCHASE ORDER NO.
WVARF10

PAGE
1

BLANKET RELEASE
00

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
1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

2010-03-06

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

30029

*709052549 304-205-7970
 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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/03/2010		NET 30		550633886			
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 #01							
TO ADD ADDITIONAL NEW ITEMS TO WVARF10. SEE ATTACHED.							
EFFECTIVE DATE: MAY 25, 2010							
***** NO ADDITIONAL CHANGES *****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

JUN - 8 2010

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *6/8/10*

OPEN END

TOTAL

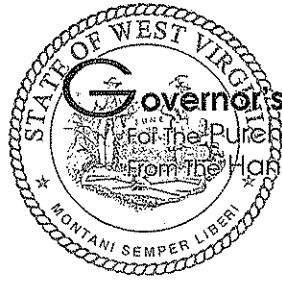
Samuel Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista S. Turner* 06/08/10
 JO ANN ADKINS 304-538-8807
 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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

RECEIVED

2010 MAY 25 PM 3:16

WV PURCHASING
 DIVISION

To: David Tincher, Director
 WV Division of Purchasing

From: Penney Hall, Chair
 Governor's Committee for the Purchase of Commodities and Services from the
 Handicapped

Date: May 25, 2010

RE: Committee Establishment of Fair Market Price of Commodities

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, met on May 21, 2010 and by majority vote established the fair market price of the following commodities:

Presort Mail:

Copy, Black and White, per copy ----- \$0.080
 Copy, Color, per copy ----- \$0.0343

Microfilming:

Document Shredding (of materials that were microfilmed) ----- \$6.287

Date Imaging:

Media Set-up Fee and Digital Delivery of Images ----- \$28.398

Survey Stakes:

Lath Strip - 1/2"x1 1/2"x36", 25 per bundle ----- \$13.880
 Wood Survey Stake - 1"x1 1/2" x24", 25 per bundle ----- \$14.750
 Wood Survey Hub - 2"x2"x18", 25 per bundle ----- \$15.100
 Wood Survey Hub - 2"x2"x24" per bundle ----- \$17.750

These items were requested by the customer

Laundry Delivery Costs per delivery not to exceed:

DHHR Bateman ----- \$420.10
 DHHR Hopemont ----- \$293.56
 DHHR Lakin ----- \$365.01
 DHHR Manchin ----- \$257.45
 DHHR Pincrest ----- \$488.92
 DHHR Sharpe ----- \$309.90

OK
 DTG/4

DHHR Welch ----- \$589.62

These costs are consistent with the prices established in WVARF04

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 prices of the commodities attached for a period of three years.

The Committee through the Central Nonprofit Agency will assign these commodities 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 citizens with disabilities and supporting the State Use program.



Penney Hall
Committee Chair



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
 WVARF10

PAGE

BLANKET RELEASE
 00

CHANGE ORDER
 1

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

INVOICE TO

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

VENDOR

*709052549 304-205-7970
 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	
06/03/2010		NET 30		550633886			
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				
RECEIPT TICKET FOR PURCHASE ORDER:						WVARF10	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		485-74	ABSORBANCY PRODUCTS & SUPPLIES		_____	_____	
SIGNATURE _____					DATE _____		
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE