



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
 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
 4

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

AGENCY COPY

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

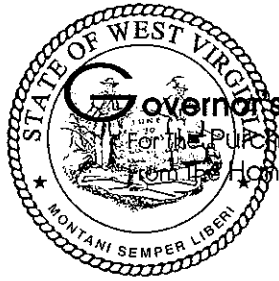
DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/24/2010		NET 30		550633886			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL.-MUL.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #04							
TO ADD SURVEY STAKES AND DATA MANAGEMENT TO WVARF10. SEE ATTACHED.							
EFFECTIVE DATE: SEPTEMBER 24, 2010							
***** NO ADDITIONAL CHANGES *****							
PURCHASING DIVISION CERTIFIED ENCUMBERED SEP 30 2010 <i>Beverly Toler</i>							
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>9/24/10</i>							
OPEN END							
TOTAL							

Scarys Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Roberta Wagner*
 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, 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



Governor's Committee
for the Purchase of Commodities & Services
from the Handicapped
1900 Kanawha Boulevard, East
State Capitol Building 1, Room 119E
Charleston, West Virginia 25305-0120
304.558.1783

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: August 23, 2010

RE: Committee Establishment of Fair Market Price of Commodities

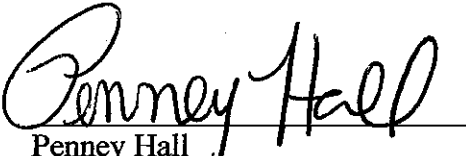
The Committee for the Purchase of Commodities and Services from the Handicapped (hereafter referred to as the Committee) in accordance with section 5A-3a-4(d) of the code of West Virginia, met on May 10, 2010, in emergency session and by majority vote established the fair market price of the attached commodities. The fair market price was established in accordance with the West Virginia State Code of Regulations Title 186, Series 1.

All of these items fall below the 46% increase threshold that you established earlier this year.

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

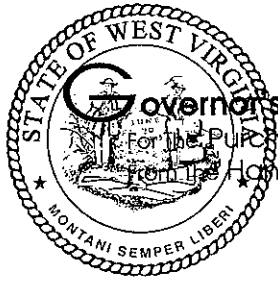
RECEIVED
2010 AUG 24 AM 11:26
WV PURCHASING
DIVISION

WVARF02010
CRP COSTING

Commodity/Facility Based Service: Survey Stakes

VENDOR: WVARF

No.	ITEM DESCRIPTION	New Price \$
1	Lath Strip - 1/2" x 1 1/2" x 36", 25/per bundle	\$13.880
2	Lath Strip - 1/2" x 1 1/2" x 48", 25/per bundle	\$15.750
3	Wood Survey Stake - 1" x 1 1/2" x 12", 25/per bundle	\$10.190
4	Wood Survey Stake - 1" x 1 1/2" x 18", 25/per bundle	\$12.990
5	Wood Survey Stake - 1" x 1 1/2" x 24", 25/per bundle	\$14.750
6	Wood Survey Stake - 1" x 1 1/2" x 36", 25/per bundle	\$18.400
7	Wood Survey Stake - 1" x 1 1/2" x 48", 25/per bundle	\$22.600
8	Wood Survey Hub - 2" x 2" x 12", 25/per bundle	\$13.160
9	Wood Survey Hub - 2" x 2" x 18", 25/per bundle	\$15.100
10	Wood Survey Hub - 2" x 2" x 24", 25/per bundle	\$17.750
121	Wood Survey Stake - 3/4" x 1 1/4" x 12", 25 per bundle	\$10.300
122	Wood Survey Stake - 3/4" x 1 3/4" x 12", 25 per bundle	\$10.560
123	Wood Survey Stake - 3/4" x 1 1/4" x 18", 25 per bundle	\$14.050
124	Wood Survey Stake - 3/4" x 1 3/4" x 18", 25 per bundle	\$14.320
125	Wood Survey Stake - 3/4" x 1 1/4" x 30", 25 per bundle	\$16.280
126	Wood Survey Stake - 3/4" x 1 3/4" x 30", 25 per bundle	\$16.570
127	Wood Survey Stake - 3/4" x 1 1/4" x 36", 25 per bundle	\$20.780
128	Wood survey Stake - 3/4" x 1 3/4" x 36", 25 per bundle	\$21.050
129	Wood Survey Stake - 3/4" x 1 1/4" x 48", 25 per bundle	\$24.500
130	Wood Survey Stake - 3/4" x 1 3/4" x 48", 25 per bundle	\$24.800
131	Wood Survey Hub - 1 1/2" x 1 1/2" x 12", 25 per bundle	\$11.380
133	Wood Survey Hub - 2" x 2" x 18", 25/per bundle	\$14.280
134	Wood Survey Hub - 1 3/4" x 1 3/4" x 16", 25 per bundle	\$15.240
135	Lath Strip - 1/4" x 1 1/2" x 48", 25 per bundle	\$12.040
136	Wire Staff Marking Flag - 13 gauge wire, 30" high/flag 4" x 5"	\$0.120
137	Wire Staff Marking Flag - 13 gauge wire, 30" high/flag 5" x 8"	\$0.160



Committee
For the Purchase of Commodities & Services
from the Handicapped
1900 Kanawha Boulevard, East
State Capitol Building 1, Room 119E
Charleston, West Virginia 25305-0120
304.558.1783

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: August 24, 2010

RE: Committee Establishment of Fair Market Price of Data Management

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 June 18, 2010 and by majority vote established the fair market price of the data management as detailed on the attached page. All of these prices fall at or below the 46% increase threshold that your agency has established for such items.

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 price data management as attached for a period of three years.

The Committee through the Central Nonprofit Agency will assign this service 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

RECEIVED
2010 AUG 25 AM 10:57
WV PURCHASING
DIVISION

WVARE02010
CRP COSTING

Commodity/Facility Based Service: Data Management

VENDOR: **WVARE**

No.	ITEM DESCRIPTION	New Price \$
	On-Time Services per 1000 keystrokes	\$3.211
	Delayed Services per 1000 keystrokes	\$3.211
59	Skill Level I	\$2.596
60	Skill Level II	\$6.656
61	Skill Level III	\$13.446
62	Additional courier service/per hour plus IRS mileage rate	\$18.617
63	Sort forms by type, county, number index, etc/per hour	\$12.987
64	Batch work/per hour	\$12.983
65	Remove attachments/per hour	\$12.983
66	Screen from the accuracy prior to entry/per hour	\$13.446
67	Calculate fields to verify totals/per hour	\$13.446
68	Recall submitted forms for sight verification/per hour	\$13.023
69	Edit submitted reports/per hour	\$13.023
70	Copy/per hour	\$13.285
71	Open mail/per hour	\$13.285
72	Prepare documents for mailing, filing, etc/per hour	\$13.313
73	Prepare documents for mailing, filing, etc/per piece	\$0.100
74	Postage at cost	at cost
75	Generate reports/per hour	\$13.446
76	Create and manage Database/per hour	\$13.446
77	Develop and maintain mailing lists/per hour	\$13.446
78	Create Data Media (Diskette, CD, Zip Drive)/per hour	\$13.352
79	Research Information Sources to Complete Form/per hour	\$13.352
80	Sort Alphabetically for Storage/per hour	\$13.857
81	Store Documents/per box per month	\$0.305
82	Shred Documents/per hour	\$12.889
83	Project Manager/per hour	\$26.645
84	Production Manager/per hour	\$19.891
85	Programming/per hour	\$150.175



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*709052549 304-205-7970
 WV ASSOC OF REHAB FACILITIES
 PO BOX 745
 INSTITUTE WV 25112

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 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/24/2010		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