

# 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  
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CHANGE ORDER  
 6

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

## AGENCY COPY

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	
01/19/2011		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 #06							
TO ADD BOTTLED WATER ITEMS TO WVARF10. SEE ATTACHED.							
EFFECTIVE DATE: JANUARY 15, 2011.							
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
						PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 21 2011 <i>Beverly Toler</i>	
						OPEN END TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JA 1/19/11*

*Dan & Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *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](http://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.



State of West Virginia  
Governor's Committee for the Purchase of  
Commodities & Services from the Handicapped

To: David Tincher, Purchasing Director  
Department of Administration  
2109 Washington Street, E.,  
Charleston, WV 25305

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

Date: January 13, 2011

RE: Request for Renewal of Bottled Water Contract

Dear Mr. Tincher,

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 December 22, 2010, in emergency session and by unanimous vote approved the renewal of the Bottled Water Contract to "WVARF10

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 bottled water contract and pricing 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 of this agreement.

If you have questions feel free to call WVARF (the Central Non-Profit Agency) at 304-766-4894.

Sincerely,

  
Cedric A. Greene

1900 Kanawha Boulevard, East • Building 1, Room E-119 • Charleston, West Virginia 25305 • 304-558-4331 • Fax: 304-558-2999

Earl Ray Tomblin, Governor  
Robert W. Ferguson, Jr., Cabinet Secretary  
Cedric A. Greene, Chairperson  
Michael Sheets, Committee Executive Secretary

Jan Lilly-Stewart, Member  
Philip Mason, Member  
Deborah Lovely, Member  
Jan Smith, Member  
Everette Sullivan, Member

RECEIVED  
2011 JAN 13 PM 3:21  
WV PURCHASING  
DIVISION

WVARF02010 CRP COSTING

Commodity/Facility Based Service: BOTTLED WATER  
 Community Rehabilitation Program: GREEN ACRES REGIONAL CENTER  
 Date: 04/13/2010

NO.	ITEM DESCRIPTION	NEW PRICE
15	BOTTLED WATER COOLER RENTAL, COLD ONLY/PER MONTH	\$10.130
16	BOTTLED WATER COLLER RENTAL, HOT AND COLD PER MONTH	\$12.600
17	BOTTLED WATER COOLER, COMPARTMENT RENTAL/PER MONTH	\$16.510
18	BOTTLED WATER COOLER, HOT AND COLD WITH REFRIGERATOR/PER MONTH	\$15.300
19	DRINKING WATER, FIVE GALLON RETURNABLE BOTTLE	\$6.930
20	DELETE THIS ITEM FROM CONTRACT	
21	BOTTLE DEPOSIT RETURNABLE	\$8.000
22	COOLERS CLEANED AND DISINFECTED TWO TIMES PER YEAR	\$25.000
149	20 OZ. BOTTLED WATER/WV STATE PARK LABEL, INCLUDES DELIVERY	\$10.130



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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		
0011	390-91		BOTTLED WATER PRODUCTS				
SIGNATURE _____				DATE _____			
							TOTAL

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BY \_\_\_\_\_  
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