



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
 13

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
 C/O GOODWILL INDUSTRIES
 209 VIRGINIA ST W
 CHARLESTON WV 25302

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/01/2012		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 #13				
	THIS CHANGE ORDER ISSUED TO ADD NAID "AAA" CERTIFIED SECURE DOCUMENT AND MEDIA DESTRUCTION CONSISTING OF SCHEDULED CONTAINER SERVICE AND OCCASIONAL INDIVIDUAL PURGE SERVICES OF DOCUMENTS AND MEDIA. THIS SERVICE SHALL BE STATEWIDE ACROSS ALL SPENDING UNITS. EFFECTIVE DATE: 06/01/2012 ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS REMAIN THE SAME. SEE ATTACHMENT "C" FOR PRICING. PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>						
PURCHASING DIVISION CERTIFIED ENCUMBERED JUN 5 2012 <i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							OPEN END
							TOTAL

APPROVED FOR
 FISCAL YEAR
Dawn Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42 304-558-8802
 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.html 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.

Attachment C (Page 1 of 4)
Secure Document Destruction
Fair Market Price List, Definitions, Statement of Work

Pricing

Regularly Scheduled Service

Locked containers are provided at no charge. We service containers on a monthly, biweekly, or weekly basis. The schedule is based on a site visit and needs assessment. Container specifications can be found at Attachment D

	Price per Service
Minimum Service Charge (includes 2 containers*)	\$35.00
Each 30 inch Shredinator after MSC	\$ 6.00
Each 36 inch Duraflex Console after MSC	\$ 7.00
Each 64 Gallon Cart after MSC	\$ 9.00
Each 96 Gallon Cart after MSC	\$ 11.00
Each 175 Gallon Cart (1 st container \$35)	\$ 20.00

* 1 container for 175 gallon

Non-Recurring Bulk Purge Service

Whether it is just a few boxes or an entire storeroom full of confidential documents, we remove and destroy your documents.

	Pricing
Standard 1 cf box	\$3.00 per box (\$35 minimum*)
Oversize 1 – 3 cf oversize box	\$5.00 per box (\$35 minimum*)
Non-Paper Destruction (non-metal)	\$0.35 per lb. (\$35 minimum*)
Expedited Purge Service Charge	\$250.00 per incident
Palletizing Charge for Purge	\$1 per box

* minimum waived for container service customers

Definitions

Minimum Service Charge

A minimum service charge is required for an entity that has a separate Service Request Form, Payment method & Certificate of Destruction. Each physical address of a Spending Unit requires a separate Service Request Form. For example, if Division X has 14 offices statewide, each will pay a MSC. In another example, if an office building holds 14 agencies that each require a separate payment method, each of them will pay the MSC.

Attachment C (Page 2 of 4)

Expedited Purge Charge

This charge is applied when a customer requests purge service within 48 hours.

Palletizing Charge

A charge of \$1.00 per box will be assessed when a Spending Unit requests bulk removal of 20 or more boxes and the boxes are not on pallets and shrink wrap placed around the boxes. If the boxes are palletized and shrink wrap is in place there will be no additional charge.

Container Service Statement of Work

Shredding services include:

- Needs Assessment — A Security Professional will provide a consultation to uncover your document management needs to determine the best alternatives in shredding services
- Container Size & Placement — During the initial assessment of shredding needs, Security Professionals will determine the optimal container size and placement
- Regular Service — Onsite shredding containers are serviced at regular intervals by a PACE Shredding Representative to ensure timely destruction of sensitive documents and records
- Proof of Service — Bar code tracking provides detailed service tracking. A Certificate of Destruction is provided once shredding is completed.
- Recycling — PACE Shredding recycles all shredded paper documents as part of our commitment to improving the environment

Shredding Process

- Documents placed in locked container (Attachment D for container specifications).
- Trucks deployed to collect containers.
- Materials (under lock and human guard) transported to secure shredding facility
- In shredding room, documents co-mingled so final baled material cannot be reconstructed.
- Confidential documents shredded to 5/16" strips and baled.
- After baling, all material released for pulverizing and recycling.
- Certificate of Destruction issued.

Attachment C (Page 3 of 4)**Specifications, Terms and Conditions**

- PACE shall provide the number and sizes of locked secured containers and distribute the containers to various locations as determined by Service Request Form. PACE may substitute larger containers at same price.
- The number of containers at locations, their size and distribution at various offices, as well as the frequency of services, may change upon Spending Unit request in accordance with its needs as documented by Service Request Form. Container size is subject to availability.
- PACE shall provide personnel to install the containers and familiarize employees with the customized destruction schedule.
- Containers shall remain PACE's property.
- All PACE personnel involved in the shredding process have background and drug checks to be able to handle confidential documents.
- PACE shall maintain a complete confidential destruction process in accordance with National Association for Information Destruction (NAID) best practices.
- PACE shall provide evidence that all material has been destroyed.
- PACE shall guarantee protection from misuse of documents designed for destruction, and shall be liable for disclosure of confidential information contained in the documents to other parties.

Attachment C (Page 4 of 4)

Service Request Form

**PACE Shredding
Service Request Form**



Date: _____
 Business Name: _____ Phone: _____
 Location Contact: _____ Email: _____
 Fax: _____ Office Hours: _____
 Service Address: _____
 Billing Contact: _____ Phone: _____
 Billing Address: _____

Are you tax exempt? Yes No
 Service Details: Console Service Purge Service

Frequency:	Container Request:	Pricing:
Weekly	Shredinator	
Biweekly	Executive Console	
Monthly	64 Gallon Cart	
	96 Gallon Cart	
	175 Gallon Cart	
One-time Purge		

Driving Directions to Service Address:

Special Instructions:

A signed "Certificate of Destruction" will be provided upon completion and enclosed in your invoice. This service request can be cancelled at any time with a 30 day notice.

Authorization Signature: _____
 Print Name & Title: _____
 Date: _____

Cheri Grigsby
 Sales Account Executive
 Phone: 304-376-0036 Fax: 304-983-2843

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:**STATE OF WEST VIRGINIA**

Spending Unit: _____

Signed: David L. UnderwoodTitle: DIRECTOR, PURCHASINGDate: 6/1/12**VENDOR**Company Name: West Virginia Association of
Rehabilitation Facilities, Inc.Signed: Markus Davis AllmanTitle: Interim Executive DirectorDate: May 25, 2012



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 Department of Administration
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 Charleston, WV 25305-0130

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VENDOR

*709052549 304-205-7970
 WV ASSOC OF REHAB FACILITIES
 C/O GOODWILL INDUSTRIES
 209 VIRGINIA ST W
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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	_____	_____	
0004	730-36			LOW IMPACT MONITOR & DISPATCHING SE	_____	_____	
0012	962-24			COURIER SERVICES	_____	_____	
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE