



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  
 00

CHANGE ORDER  
 19

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

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  
 400 ALLEN DR STE 100  
 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
09/23/2013		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 #19		
	CHANGE ORDER ISSUED TO ADD THE FOLLOWING SERVICE FOR LOW IMPACT DISPATCHING FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS.				
	VENDOR SHALL PROVIDE PERSONNEL, EQUIPMENT AND MATERIALS NECESSARY TO MONITOR LOW-IMPACT MOVEMENT OF HEAVY LOADS SPECIAL OVERWEIGHT AND/OR OVERSIZE PERMITS ISSUED BY THE WVDOH. THE PURPOSE OF THIS SERVICE IS ONLY TO MONITOR AND REPORT TO WVDOH. NO ENFORCEMENT IS REQUIRED.				
	SEE ATTACHED SERVICE AGREEMENT BETWEEN WVDOH AND WVARF DATED 5/1/2013 THROUGH 12/31/2013.				
	ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
	NO OTHER CHANGES.				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

SEP 26 2013

*Beverly Toler*

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

*Dalton*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BUYER 42

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END

TOTAL

304-558-8802



West Virginia Association of Rehabilitation Facilities

## SERVICE AGREEMENT

Contractor: West Virginia Association of Rehabilitation Facilities

Work Performed By: Harrison County Workshop

Work to be Performed: Low Impact Dispatching

Contract Site: Harrison County Workshop

Customer Contact: Jim Hash

Period of Contract: May 1, 2013-December 31, 2013

Billing Rate: \$7,687.26

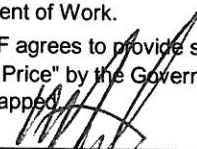
Total Period Amount: \$61,498.08

### Notes:

This contract may be renewed upon the written consent of the spending unit and vendor, submitted to the Director of the Purchasing Division 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 all cleaning supplies and equipment to perform the tasks in the Statement of Work.

WVARE 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.

  
 \_\_\_\_\_  
 William Montarosso  
 Executive Director  
 WVARE, Inc.

Date

7/8/13

  
 \_\_\_\_\_  
 For the State Agency

Date

8/2/13

400 Allen Drive Suite 100,  
 Charleston, WV 25302-3947  
 Phone: 304-205-7970 ~ Fax: 304-205-7915

**WEST VIRGINIA ASSOCIATION OF REHABILITATION FACILITIES  
LOW IMPACT MONITORS - Dispatchers**

Date:

CRP: Harrison County Sheltered Workshop

Customer: WV DOH

Location:

**A. Wage Data**

Direct Labor Wage	\$10.00
Direct Labor Taxes	13.00%

**B. Staffing Plan**

Time per Day	18
Total Time per day	18
Vacation-sick Direct Labor (days)	16

**C. Monthly Dispatcher Costs**

Direct Labor Wage	\$	5,847.75
Direct Labor Vacation + Sick		271.2
Total Wages, Benefits, Taxes	\$	6,118.95

**D. Equipment**

		\$302.35

See attached schedule

**E. Overhead and Burden**

	\$	963.195
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**F. Profit and Fees**

State use Fee 4.1%	\$	302.7643
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**G. Participating CRP price**

\$7,384.50

Price to customer

\$7,687.26

**H. Contract Period**

May 1, - December 31, 2013

**I. Notes**

A. Relief based on 16 paid days leave for vacation

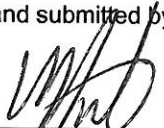
B. Price based upon a standard work week of 40 hours.

*The compensation rates for workers and supervisors, including wages and benefits will be paid at the rates established within the costing document*

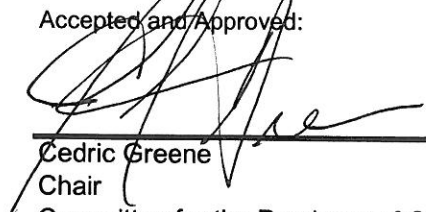
*WVARF agrees to provide the above service for the amount indicated pending final approval by the Committee for the Purchase of Commodities and Services from the Handicapped*

Prepared and submitted by:

Accepted and Approved:

  
 \_\_\_\_\_  
 William Monterosso  
 Executive Director  
 West Virginia Association of Rehabilitation  
 Facilities Inc.

Date

  
 \_\_\_\_\_  
 Cedric Greene  
 Chair  
 Committee for the Purchase of Commodities  
 and Services from the Handicapped

Date

7/8/13



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

PURCHASING AGENCY  
 NOTIFICATION OF FAIR MARKET PRICE DETERMINATION

April 17, 2013

DOH Maintenance Division  
 Low Impact Monitoring Dispatching

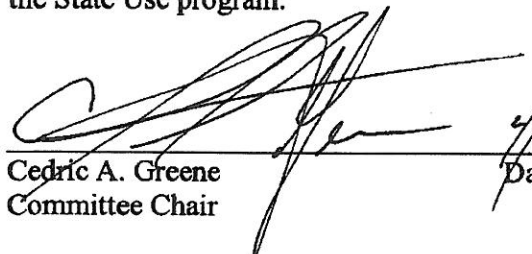
Re: Committee Establishment of Fair Market Price for Janitorial Services at the above address

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 the above date and by majority vote established the following fair market price for the above project. The fair market price was established in accordance with the West Virginia State Code of Regulations Title 186, Series 1.

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 above named project at the fair market price of \$7,967.11 per month. The contract period will be May 1, 2013 through December 31, 2013. The period price shall be \$63,736.88.

The Committee through the Central Nonprofit Agency will assign this project 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 304-205-7970. Thank you for using the services of West Virginia citizens with disabilities and supporting the State Use program.

  
 Cedric A. Greene  
 Committee Chair

  
 Date

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

Earl Ray Tomblin, Governor  
 Ross Taylor, Cabinet Secretary  
 Cedric A. Greene, Chairperson  
 Michael Sheets, Committee Executive Secretary

Philip Mason, Member  
 Brenda Bates, Member  
 Jan Smith, Member  
 Everette Sullivan, Member

Addendum to the Scope of Work: Low Impact Monitoring

Effective: May 1, 2013

### SCHEDULING

The Company will maintain a Dispatcher/Scheduler who will receive calls from haulers requiring low impact monitoring service. Through communication with haulers and scheduling of the monitors, permits will be completed and provided to the haulers. Note: The place and time of these meetings will no longer appear on permits.

The Dispatcher/Scheduler must make sure that the monitoring is scheduled within the valid time period of the permit. Permits are valid for five days.

If the monitoring cannot be done within the five days, it will be the hauler's responsibility to contact Division of Highways Central Permit Office and ask for a three-day extension before the permit expires.

If the hauler loses his load or, for some other reason, does not take the permitted trip, it will be the hauler's responsibility to contact the Dispatcher/Scheduler before the monitor is dispatched or else he will be charged for monitoring, as well as the regular permit fees.

If the hauler does not schedule the monitor or cancel the permit before it expires, or if the hauler does not meet the monitor after scheduling him (or her), the Dispatcher/Scheduler will report that to Division of Highways Central Permit Office on the monitor log (just as completed runs are reported) or by some other written means.

### PERMITS

The following wording is to be used on permits issued. Note: The date and time of monitoring will no longer be placed on permit.

### ESCORT/LOW IMPACT REQUIREMENTS

\* SEE SPECIAL INSTRUCTIONS LISTED BELOW:

1. ALL VEHICLES ARE TO BE PROPERLY MARKED WITH 'OVERSIZED LOAD' SIGNS AND ESCORTS ARE TO HAVE FLASHING AMBER LIGHTS. THERE IS TO BE RADIO COMMUNICATION BETWEEN ALL VEHICLES INVOLVED IN THIS MOVE. MAKE INITIAL CONTACT W/WV MONITOR ON CB CHNL 19. ALL PARTIES MAY MOVE TO ANOTHER CHANNEL LATER.
2. THIS PERMIT REQUIRES LOW-IMPACT MONITORING. YOU MUST CALL THE MONITORING DISPATCH OFFICE AT 304-326-2390 BEFORE 2:00 P.M. TO SCHEDULE A MONITOR (OR MONITORS) FOR THE FOLLOWING BUSINESS DAY.

PER DISTRICT BRIDGE ENGINEERS, YOU ARE TO BE MONITORED ACROSS THE FOLLOWING BRIDGES AT THE STATED SPEED AND WITH NO GEAR CHANGES:

WV-96  
Rev. 9/11

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: WV Dept of Highways  
 Signed: [Signature]  
 Title: Business Mgr.  
 Date: 8/19/13

VENDOR

Company Name: West Virginia Association of Rehabilitation Facilities, Inc.  
 Signed: [Signature]  
 Title: Executive Director  
 Date: 4/16/13