



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.  
 RECMGT07

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

VENDOR  
 \*310105515 304-346-8878  
 NOVA RECORDS LLC  
 1545 HANSFORD ST  
  
 CHARLESTON WV 25311

SHIP TO

## AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/02/2008		NET 30		680585884			
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				
	VENDOR NAME HAS CHANGED FROM: ARCHIVE SERVICES TO: NOVA RECORDS MANAGEMENT, LLC EFFECTIVE DATE: APRIL 1, 2008 DOCUMENTATION ATTACHED.  *****NO ADDITIONAL CHANGES*****						
	PURCHASING DIVISION CERTIFIED ENCUMBERED JUN 3 2008 <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 type="checkbox"/>						OPEN END	
						TOTAL	

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

*J. Ann Adkins*  
 6/2/08  
 JO ANN ADKINS 304-558-8802

BY *[Signature]*  
 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 or 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



April 30, 2008

Dear Valued Customer:

Exciting things are happening at Archives Services. Effective April 1, 2008, we have upgraded our records tracking system to a system developed by O'Neil Software, the industry leader in records management software. Additionally, we have completed our corporate rebranding effort and have formally adopted the name of our parent company, Nova Records, LLC. Same great people, same great service. Included with this correspondence is an updated W-9 form for your records.

As with any system upgrade, positive change is inevitable. You may have already noticed our drivers carrying mobile computers to capture box and file level activity at the point of delivery and you most likely noticed that our work order forms have changed. Our new system affords us many benefits including the ability to now offer customers real-time, secure, web based access to their records inventory.

In addition to these changes, the format of the invoice has been expanded to include a breakdown of cubic feet in storage by box size and also work order level detail for all service requests.

Lastly, our remittance address for all invoices has changed to Nova Records, LLC P.O. Box 300, Lansdale, PA 19446.

Please do not hesitate to contact us at 304-346-8878 with any questions you may have or to inquire about web-based access to your records.

Sincerely,

*Donna M. Jarrell*  
Donna M. Jarrell  
General Manager – West Virginia  
NOVA Records, LLC

RECEIVED  
2008 MAY 22 PM 11:19  
WV PURCHASING  
DIVISION



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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO	ITEM NUMBER					
			RECEIPT TICKET FOR PURCHASE ORDER:			RECMGT07		
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE	
0001	962-69		RECORDS MANAGEMENT					
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