



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.  
 ISCM0038

PAGE  
 1

BLANKET RELEASE  
 00

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.

INVOICE TO  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF TECHNOLOGY  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV 25305

CHANGE ORDER  
 12

FILE LOCATION *20788*

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

VENDOR  
 \*310105515 304-346-8878  
 CORNERSTONE RECORDS MANAGEMENT  
 1545 HANSFORD ST  
 CHARLESTON WV 25311

SHIP TO  
 DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV 25305 304-558-5472

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/14/2011		NET 30		264237101			
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				
0001	09/01/2011	EA	962-69		.00000		
<p>EMERGENCY PURCHASE ORDER</p> <p>THE VENDOR, CORNERSTONE RECORDS MANAGEMENT, AGREES TO PROVIDE SHORT TERM RECORDS MANAGEMENT SERVICES UNDER THE SAME TERMS, CONDITIONS, AND PRICES CONTAINED IN STATEWIDE CONTRACT RECMGT07 WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE, INCLUDING ALL AUTHORIZED CHANGE ORDERS PER THE ATTACHED DOCUMENTATION.</p> <p>THIS CONTRACT SHALL BECOME EFFECTIVE ON JULY 1, 2011 THROUGH OCTOBER 31, 2011.</p> <p>RECORDS MANAGEMENT</p>							
<p>Purchasing Division's File Copy</p> <p>PURCHASING DIVISION            CERTIFIED ENCUMBERED            SEP 14 2011  <i>Beverly Toler</i></p>							
<p>ENTERED</p>						<p>OPEN END</p>	
						<p>TOTAL</p>	

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

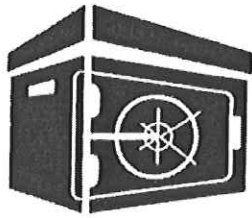
*Dwayne Wayfield*

9-14-11 35

BY *Robert Wegler* KRISTA FERRELL 304-558-2596

## 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.



# Cornerstone

RECORDS MANAGEMENT

August 24, 2011

State of West Virginia

Office of Technology

Brian Hoffman

Brian,

Concerning the short term contract between Cornerstone Records Management and the State of West Virginia for the period of July 1, 2011 through October 31, 2011, Cornerstone Records Management agrees to the contract with the same terms and conditions of the statewide contract RECMGT07.

Thank you.

A handwritten signature in black ink that reads "Ed Bridgette". The signature is written in a cursive, flowing style.

Ed Bridgette  
General Manager  
Cornerstone Records Management

# Attachment A

		ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
<b>Initial Costs Agencies</b>				
A.	Transfer of existing boxes (may include replacement boxes)	80,000 boxes	\$0.00/box	\$0.00
B.	New Input - Indexing of existing documents	80,000 boxes	\$0.00/box	\$0.00
<b>Monthly Costs to Agencies</b>				
A.	Storage per cubic foot	97,472 cu ft	\$ .255/cu ft	\$24,855.00
<b>Activity Costs to Agencies</b>				
A.	Pickup and/or Delivery for first 3 cubic feet			
	0 - 3 miles	200 pickups	\$0.00/pickup	\$0.00
	3 - 25 miles	500 pickups	\$0.00/pickup	\$0.00
	Rush	50 pickups	\$0.00/pickup	\$0.00
	Emergency (after hours or the weekend)	2 pickups	\$0.00/pickup	\$0.00
	Each Additional cubic foot beyond the first 3 cubic feet	11,500 cu ft	\$0.00/cu ft	\$0.00
B.	New Input - Indexing per box	11,500 boxes	\$0.00/box	\$0.00
C.	Retrieval			
	Boxes - per cubic foot	845 boxes	\$1.50/cu ft	\$1,521.00
	Files - per item	4,700 items	\$0.00/each	\$0.00
	Rush - during business hours per cubic foot	318 cu ft	\$8.00/cu ft	\$2,544.00
	Emergency - after business hours, Saturday, Sunday and Holidays - per cu ft	2 cu ft	\$0.00/cu ft	\$0.00
D.	Refiling (no indexing required)			
	Boxes - per cubic foot	845 boxes	\$0.00/cu ft	\$0.00
	Files - per item	4,700 items	\$0.00/each	\$0.00
E.	FAX cost per page	113 pages	\$.50/page	\$57.00
F.	E-mail cost per page (e-mail .pdf)	75 pages	\$.25/page	\$19.00
F.	Destruction - cost per cubic foot	8,750 cu ft	\$2.50/cu ft	\$21,875.00
G.	Photocopy - per page	86 pages	\$.35/page	\$30.00
H.	Vault Storage	120 cu ft	\$8.00/cu ft	\$960.00
	Permanent Removal of boxes	120 cu ft	\$.50/cu ft	\$60.00
<b>Cost of Storage Boxes</b>		6,000 boxes	\$1.85/box	\$11,100.00
<b>Hourly Rate for Special Projects and Services not covered above</b>		250 hours	\$22/hour	\$5,500.00
<b>Grand Total</b>				<b>\$68,521.00</b>