



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 PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER 1

12
FILE LOCATION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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
12/14/2011		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.	ITEMNUMBER		
			CHANGE ORDER #01		
	TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, SPECIFICATIONS, AND PRICING INCLUDING ALL AUTHORIZED CHANGE ORDERS. THIS EXTENSION IS TO ALLOW FOR THE AWARD OF A NEW CONTRACT FOR THIS SERVICE.				
	EFFECTIVE DATE OF EXTENSION: 11/01/2011 THROUGH 11/30/2011				
	***** NO OTHER CHANGES *****				
	ENTERED				
	PREVIOUS PO TOTAL==> OPEN END				
	PO NET CHANGE (+)==>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					OPEN END
					TOTAL

PURCHASING DIVISION
CERTIFIED ENCUMBERED

DEC 16 2011

Beverly Toler

Dwayne Wayfield

12-15-11

KRISTA FERRELL 304-558-2596

BY *Krista Ferrell* 12/14/11

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

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.



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY
DAVID TINCHER
DIRECTOR

December 12, 2011

Mr. Ed Bridgette
Cornerstone Records Management
1545 Hansford Street
Charleston, WV 25311

Subject: ISCM0038 Change Order #1

Dear Mr. Bridgette,

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The extension dates are 11/01/2011 through 11/30/2011. If your company agrees to this extension, please sign below and return to my attention by 12/14/2011. Attached is a copy of the **Affidavit** which is also required to be signed, dated, and notarized in order to process the above extension.

We are also asking that you provide the most current contact information for your company. We show the below person as the designated contact for this contract for order placement and for customer service issues.

Contact Name: Ed Bridgette
Contact Phone Number: 304-346-8878
Contact Fax Number: 304-346-8982

If this information is incorrect, please provide current contact information on the attached page.

Additionally a copy of your current vendor registration with the State of West Virginia Division of Purchasing is attached. Please review this information carefully. If this information is not current, please complete a WV-1 Vendor Registration and Disclosure Statement which may be found on the WV Division of Purchasing website at <http://www.state.wv.us/admin/purchase/forms.html>.

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,



Krista S. Ferrell, Buyer Supervisor
West Virginia State Purchasing Division
Phone: 304-558-2596
Email: Krista.s.ferrell@wv.gov

Attachments: Affidavit
 Current Registration Information

Please complete and return:

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Ed Briggate
Name/Signature

12/12/2011
Date

GENERAL MANAGER
Title

Our contact information remains unchanged: Yes No

If no, please provide current contact information:

Contact Information

Contact Name: _____
Phone Number: _____
Fax Number: _____
Email Address: _____