



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.**  
 RECMGT00

**PAGE**  
 1

**BLANKET RELEASE**  
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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**  
 11

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

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

## AGENCY COPY

**VENDOR**  
 \*128100830 304-346-8878  
 ARCHIVE SERVICES INC  
 PO BOX 3144  
 CHARLESTON WV 25331

**SHIP TO**

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
03/31/2006		NET 30		550713024	
SHIP VIA		F.O.B		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		PER QUOTE		PER QUOTE	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #11		
THE EFFECTIVE DATE OF THE CANCELLATION IS HEREBY CHANGED TO MARCH 16, 2006, PER THE ATTACHED DOCUMENTATION.					
*****NO ADDITIONAL CHANGES*****					
					<b>WV STATE PURCHASING DIVISION</b> <b>ADMINISTRATION UNIT</b> <b>CERTIFIED ENCUMBERED</b>  APR - 5 2006  <i>Beverly Toler</i>
PREVIOUS PO TOTAL==> PO NET CHANGE (+)==>				OPEN END	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *128100830-31-06*

OPEN END

**TOTAL**

*Danny Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* B FRANCISCO 304-558-0468  
 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 acceptance 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, this Contract is automatically null and void, and is 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.

101 South Queen Street  
Martinsburg, West Virginia 25401  
(304) 263-0836

7000 Hampton Center, Suite K  
Morgantown, West Virginia 26505  
(304) 285-2500

155 East Main Street, Suite 300  
Lexington, Kentucky 40507  
(859) 252-2202

Amy J. Tawney  
Telephone — (304) 347-1123  
Facsimile — (304) 343-3058



McDAVID GRAFF & LOVE LLP  
ATTORNEYS AT LAW

600 Quarrier Street  
Charleston, West Virginia 25301

Post Office Box 1386  
Charleston, West Virginia 25325-1386  
(304) 347-1100

[www.bowlesrice.com](http://www.bowlesrice.com)

March 21, 2006

19 West Cork Street, Suite 102  
Winchester, Virginia 22601  
(540) 723-8877

5th Floor, United Square  
501 Avery Street  
Parkersburg, West Virginia 26101  
(304) 485-8500

E-Mail Address:  
[atawney@bowlesrice.com](mailto:atawney@bowlesrice.com)

James Kirby, Esq.  
General Counsel  
State of West Virginia  
Department of Administration  
1900 Kanawha Boulevard East  
Building 1, Room E119  
Charleston, West Virginia 25305

**VIA HAND DELIVERY**

Re: Effective Date of Change Order

Dear Mr. Kirby:

Enclosed please find a letter executed by Nova Records, LLC ("Nova") and Archive Services, Inc. ("ASI") indicating that the effective date of the sale of certain assets of ASI to Nova and the assumption of certain liabilities of ASI by Nova was March 16, 2006. Accordingly, ASI and Nova are requesting the State of West Virginia Department of Administration to change the effective date of Change Order #10 for Purchase Order # RECMGT00 and the effective date of Purchase Order #RECMGT00A from March 9, 2006 to March 16, 2006.

If you have any questions, please give me a call at 347-1123.

Very truly yours,

  
Amy J. Tawney

AJT/jam  
Enc.

cc: Mr. John S. Griffin  
Scott E. Brucker, Esq.

March 16, 2006

State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, West Virginia 25305-1030  
Attention: James Kirby, General Counsel

Re: Effective Date of Change Order

Dear Mr. Kirby:

Nova Records, LLC, a Delaware limited liability company ("Nova") and Archive Services, Inc., a West Virginia corporation ("ASI") requested the State of West Virginia Department of Administration ("Customer") to execute an Assignment and Consent to Assignment Agreement ("Assignment") for purposes of consenting to the assignment of Contract # RECMGT00 to provide records management services to all of West Virginia state agencies (the "Contract") from ASI to Nova. Customer, ASI and Nova executed the assignment and the Assistant Attorney General of the State of West Virginia approved the form of the Assignment on March 9, 2006. The obtaining of the Assignment was a condition to the closing of the sale of certain assets of ASI to Nova and the assumption of certain liabilities of ASI by Nova (the "Transaction"), and it was the intent of ASI and Nova that the effective date of the Assignment be the closing of the Transaction.

Based upon the execution of the Assignment, the Customer executed Change Order #10 for Purchase Order # RECMGT00 canceling the Contract and re-awarding the Contract to Nova effective March 9, 2006. The Purchase Order number for the re-awarded contract to Nova is # RECMGT00A.

ASI and Nova closed the Transaction effective March 16, 2006. Accordingly, ASI and Nova hereby request the Customer to change the effective date of Change Order #10 for Purchase Order # RECMGT00 and the effective date of Purchase Order # RECMGT00A from March 9, 2006 to March 16, 2006.


Very truly yours,

Nova Records, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Archive Services, Inc.

By:  \_\_\_\_\_

Its: President

March 16, 2006

State of West Virginia  
Department of Administration  
Purchasing Division  
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Post Office Box 50130  
Charleston, West Virginia 25305-1030  
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Very truly yours,

Nova Records, LLC

By: A. R. A. W.

Its: V. in Prockel

Archive Services, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_



State of West Virginia  
 Department of Administration  
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RECMGT00

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: RECMGT00							
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

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE