



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
 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.

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

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

SHIP TO

AGENCY COPY

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
11/14/2000	NET 30	550713024			
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	11/30/2001	YR	962-69		
STATEWIDE CONTRACT # RECMGT00 TO PROVIDE RECORDS MANAGEMENT SERVICES FOR ALL STATE AGENCIES IN ACCORDANCE WITH THE ATTACHED FEES AND SPECIFICATIONS. RECORDS MANAGEMENT					
WV State Purchasing Division Administration Unit Certified Encumbered NOV 21 2000 <i>John H. ...</i> <i>akbf</i>					

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

**APPROVED FOR
 ONE FISCAL YEAR**

Dawn E. Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

pg 11/14/00

PAM JONES

BY

[Signature]

OPEN END

TOTAL

304-558-0067

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 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.

Statewide Contract for Records Management

Part 1 GENERAL INFORMATION

1.1 Purpose:

Contract between the State of West Virginia and Archive Services Inc. to provide record management services for all state agencies.

1.2 Project:

The purpose of this contract is to provide a statewide document storage system to handle the storage and retrieval of state documents.

1.3 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract. Prices quotes in this contract shall remain fixed for a three (3) year term.

PART 2

OPERATING ENVIRONMENT

2.1 Location: (Present Environment of Document Storage)

2.1.1 AGENCIES AND DOCUMENTS STORED

Pursuant to the West Virginia Code §5A-8, the West Virginia Department of Administration, Purchasing Division, is responsible for the management of the State's day-to-day record storage system.

The contacts after the contract becomes effective are Catherine DeMarco, Contract Administrator, or Pam Jones, Senior Buyer, both with the Purchasing Division. Ms. DeMarco may be contacted at (304) 558-2613. And, Ms. Jones may be contacted at (304) 558-0067 with a fax number of (304) 558-4115.

2.1.2 PHYSICAL HOUSING OF DOCUMENTS

The current record center is a private owned facility located at 1545 Hansford Street, Charleston, WV. The facility contains 70,000 square feet. The warehouse has 16 full-time employees supplemented by temporary employees when needed.

2.1.3 DOCUMENT FLOW: GENERAL DESCRIPTION

Currently documents are delivered to the current vendor's location at 1545 Hansford Street in Charleston, WV and/or picked up from this location by individual agencies and/or vendor. The Purchasing Division does not offer pick-up and delivery service. Most records are received in industry standard sized boxes (1.2 cu. ft.); however, some are delivered in other formats (e.g. banker boxes...).

2.1.4 INDEXING OF DOCUMENTS

Documents stored at the current vendor's location are indexed by the vendor prior to storage at the record center.

2.1.5 STORAGE OF DOCUMENTS

Agencies are required to follow properly approved retention/destruction schedules. These schedules are required to be submitted to the Department of Administration for approval each odd year to the attention of Catherine DeMarco, Records Manager.

2.1.6 RETRIEVAL OF DOCUMENTS

Documents are currently retrieved as requested, usually within 24 hours.

2.1.7 DESTRUCTION OF DOCUMENTS

Some documents are destroyed in a paper shredder at the current vendor's location at agency request by vendor personnel.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The successful vendor to the RFP shall provide storage and management of existing records at its location. This section will describe the needs that the system must meet, the level of support that will be required, and the range of purchase options desired.

3.2 Scope of Work:

The proposed solution must provide for: 1) storage of existing records in a metro Charleston area location; vendor location must be within a 25 mile radius of State Capitol Complex; 2) as requested, retrieve and deliver those records to various statewide locations; 3) per a predetermined retention schedule, advise in a timely manner the forthcoming destruction date; and, 4) provide for future storage, retention and destruction of records. It is planned that this program is optional and will not be mandatory for use by state agencies; however, agencies will not be permitted to lease/buy/rent space for the purpose of storing records.

3.2.1 The contract should provide for: 1) destruction services as needed; 2) assistance with the development and implementation of statewide guidelines for efficient record management.

3.2.1.1 The objective of the contract is for the storage of state government documents by a private sector vendor.

3.2.1.2 The system must allow for expandability to handle documents produced statewide and to accommodate the needs of all areas of state government.

The vendor must be able to provide space to accommodate 80,000 boxes or 97,000 cubic feet. Additionally, the vendor should be able to secure an additional 25,000 cubic feet within 1 year from award of the contract upon written request from the state Purchasing Division.

3.2.2 System Architecture

All storage procedures must follow industry standard guidelines established by the Association of Records Managers and Administrators (A.R.M.A.). Any differences or discrepancies must be noted by the vendor.

3.2.3 Storage Boxes

The successful vendor may suggest specifications for future storage boxes needed for effective records management; however, the vendor must move existing records in existing boxes or furnish boxes as needed at no additional or separate cost. The vendor must repackage as needed at no additional or separate cost. The vendor may also quote a price for these boxes which agencies may elect to purchase. The state reserves the right to take the vendor's suggested specifications and buy boxes independently for use on this project.

Please see the following specifications required for storage boxes provided by the vendor:

Box Style: Dye Cut Carton
275# Burst Strength Corrugated
Inside Dimensions: 16"W x 12"L x 10"H
Paper Combination: 69-26-69

3.2.4 User Tracking & System Security

The vendor will be required to supply the Department of Administration the following monthly reports:

1. Agency reports describing the agencies that have stored documents in the facilities during that month and listing the total amount of boxes in storage.
2. Billing reports showing all billing activity for all state agencies in that month.
3. Management reports detailing all retrievals of documents during that month and who retrieved them along with any other activity between the vendor and any state agency.

Many state records are confidential and should only be viewed by authorized parties. The vendor's facility should be secured to allow access to only those approved to retrieve/view, etc. documents for their respective agency. The vendor should describe the physical layout and organization of the facility and describe the safeguards proposed that will accomplish this. The state reserves the right to reject the vendor's facility if it does not appear to be satisfactory.

3.2.5 Facilities Requirement

The vendor must provide a facility that will protect all documents from disaster as defined in West Virginia State Code §5A-8-3 which states:

"Disaster" means any occurrence of fire, flood, storm, earthquake, explosion, epidemic, riot, sabotage, or other condition of extreme peril resulting in substantial damage or injury to persons or property within this state, whether such occurrence is caused by an act of God, nature or man, including any enemy of the United States.

3.2.6 Vault Storage Requirement

The vendor must provide a climate controlled (relative humidity and temperature) certified four (4) hour fire vault located within the facility for the storage of photographic plates and miscellaneous records.

3.3 SPECIFIC NEEDS THAT THE PROPOSED SYSTEM MUST MEET

3.3.1 Pick up of Documents

The vendor will be responsible for pick-up of a minimum of 3.6 cu. ft. within the metro-Charleston area (25 mile limit from the State Capitol Complex). A volume of records of less than this amount will be delivered by the agency. The vendor will be required to pick-up the records within 2 working days after contact by the agency.

3.3.2 Indexing of Documents

The vendor will be required to index all received documents from state agencies and furnish monthly documentation to the Purchasing Division that explains the indexing system and describes the location of all documents within each file by agency. With respect to the extent of indexing required, vendor must be able to provide up to 60 characters per box or per file.

3.3.3 Retrieval Requirements

The vendor will be responsible for retrieving any document in storage and delivering it to requesting agency within 24 hours of request as long as the agency location is in the metro-Charleston area (25 miles from State Capitol Complex). If necessary, vendor may be required to retrieve documents on a rush or emergency basis.

3.3.4 Billing of Agencies

The vendor must bill each state agency storing records at the facility monthly in arrears. These bills must be according to the prices and categories contained in this RFP and the vendor's response. A copy of a summarized total billing for all agencies must be sent monthly to the Purchasing Division for their records. The Purchasing Division will **NOT** have any administrative duties in this area.

3.3.5 Document Destruction

The vendor must offer document destruction as requested. Documents must be destroyed by shredding with a shredder blade width of 5/8" or smaller for paper. Microfilm must be shredded to 1/35" strip or smaller. The vendor must send a reminder letter to agencies 30 days prior to the destruction date listing by box the documents that are to be destroyed. Agencies will approve by

signing the reminder letter and returning it to the vendor. If unapproved, the agencies have the option of continued storage or delivery/pick-up of the documents in question. The agency will also have the option of having a representative witness the destruction of any and/or all documents. After destruction the vendor must send written certification of completion of destruction to the individual agency.

3.3.6 Vendor Accountability

The vendor shall take sole and complete liability for all physical documents currently in storage and any document placed in storage while the vendor is under contract with the state of West Virginia.

The vendor shall be required to maintain the confidentiality of any record or document deemed "confidential" by West Virginia State law from the time it is placed in storage continuing through the destruction of the document.

Subcontracting is not allowed.

3.3.7 Facsimile Capability

Many state agencies have fax machines. If requested by any agency, the vendor must retrieve, fax, and refile up to 25 single sided pages. This task must be completed within four (4) working hours of the agency request.

3.4 Special Terms and Conditions:

3.4.1 Insurance Requirements: The successful bidder to this contract will be required to obtain adequate liability insurance to protect the bidders workforce who may be involved in this project. The State's limitation of liability is further specified in clause 13 of the Agreement Addendum (WV96) attached as a part of this contract.

3.4.2 Other Requirements:

The successful bidder to the RFP shall hold certificates required to do business in West Virginia. See Exhibit 5.

3.5 General Terms and Conditions:

By signing and submitting their proposal, the successful bidder "herein after called Vendor" agrees to be bound by all the terms contained in this section of the RFP.

3.5.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the

performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.5.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.5.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.5.4 Vendor Relationship:

The relationship of the Vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of the RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for the payment to his/her employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall not bring, shall hold harmless, and shall provide the State and Agency with a defense against any and all claims that the State is held responsible for, including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.5.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.5.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

3.5.7 Governing Laws & Compliance:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

3.5.8 Compliance with Laws and Regulations:

The contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.5.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of the subcontractor.

3.5.10 Term of Contract & Renewals:

This contract will be effective December 1, 2000 and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of five (5) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.5.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.5.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of

performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.5.13 Changes in Scope:

If changes in scope of the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of, or scope of work included under the contract. An approved contract change order is defined as one approved by the State and the West Virginia Attorney General's Office prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. (No changes in scope are to be implemented except with the approval of the State and shall be limited to 10% of the original contract award amount.)

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the scope change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGES IN SCOPE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER. To proceed on verbal approval only is to do so at the VENDOR'S own risk.

3.5.14 Invoices:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

3.5.15 Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent

required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

PART 4 COST

Part 4

4.1 COST INFORMATION AND PURCHASE OPTIONS: MANDATORY

The following is the vendor's response to the requirement of providing all costs associated with responses to the specifications in Sections 3.2 through 3.3.7 of the RFP. The following cost table identifies all costs associated with the acquisition, installation and operation of the records management system being offered by the vendor. The prices and information provided in the cost table will form the basis for payment under this contract.

COSTS

	Unit Price
I. Initial Costs to Agencies:	
A. Transfer of existing boxes	\$ 0.00 box
B. New Input - Indexing of existing documents (per box)	\$ 0.00 box
II. Monthly Costs to Agencies:	
A. Storage per cubic foot	\$.225 cu. ft.
III. Activity Costs to Agencies	
A. Pickup and/or Delivery - 1 st 3 cu. ft.	
0 - 3 miles	\$ 6.50 /pick-up
3 - 25 miles	\$ 8.00 /pick-up
Rush/Emergency	\$12.50 /pick-up
Each Additional cu. ft.	\$.50 /cu. ft.
B. New Input - Indexing per Box	\$.50 /box
C. Retrieval	
Boxes - per cubic foot	\$ 1.50 /cu.ft.
Files - per item	\$ 1.80 /ea.
D. Refiling (no indexing required)	
Boxes - per cubic foot	\$.75 /cu.ft.
Files - per item	\$.90 /ea.
E. FAX cost per page	\$.50 /pg.
F. Destruction-Cost per cu. ft.	\$ 2.50 /cu.ft.
G. Photocopy - per Page	\$.25 /pg.
VI. Cost of Storage Boxes	\$ 1.85 /box
VII. Emergency and Rush Retrievals	
A. Rush - During Business Hours per File or Cubic Foot	\$ 8.00 /ea
B. Emergency - After Business Hours, Sat., Sun., and Holidays per File or Cubic Foot	\$.30 /ea
VIII. Vault Storage - Monthly charge per cubic ft.	\$ 8.00 /cu ft
VI. Special projects and services not covered in I. - VIII. above will be billed at labor cost per hour.	\$18.00 /hr.

The vendor must provide all services for actual needs whether more or less than the estimation.

4.2 WARRANTY

The vendor expressly warrants that the goods and/or services covered under this contract will:

a) conform to the specifications, drawing, samples or other description furnished or specified by the Department of Administration and agreed to by the vendor; and/or b) be merchantable and fit for the purpose intended; and, c) be free from defect in material and workmanship.

All items proposed by the vendor must be equipment warranted against defects in materials and workmanship for the greater of ninety (90) days, or the manufacturer's standard U.S. warranty period, from date of acceptance by the Department of Administration. If the vendor is the manufacturer of any item proposed or offers that item under its own brand label, the warranty offered to the State of West Virginia under this procurement must be as favorable as any warranties provided to other governmental or retail customers. The vendor must provide manufacturer's warranty terms and registration materials for all items supplied as a result of this procurement.

4.3 PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and, (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide the State the right to continue using the product or service; (2) replace or modify the product or service so that it becomes non-infringing; or, (3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification(s) is the cause of the claim unless such modification was authorized by the vendor.

4.4 PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, maintenance of all equipment and software, and support services offered in the proposal. Further, the Department of Administration will consider the selected vendor(s) to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's proposal. The use of subcontractors to perform delivery, storage, destruction, or any other service must be specifically approved in writing by the Department of Administration. Use of subcontractors does not relieve the vendor of sole responsibility for performance under any contract which may result from this procurement.

4.5 VENDOR INFORMATION: MANDATORY

Vendor Name and Address:

Archive Services Inc.
1545 Hansford St.
Charleston, WV 25311

Vendor Telephone Number:

(304) 346-8878

Vendor Contact Person / Title:

John S. Griffin

Exhibit 5

NOTICE TO PROCEED: This contract is to be performed within 45 calendar days after the Notice To Proceed is received. Unless otherwise specified, the fully executed purchase order will be considered Notice To Proceed.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

WAGE RATES: The contractor or subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates as established for Kanawha County, pursuant to West Virginia code 21-5-1, et. seq.

WORKERS' COMPENSATION: vendor is required to provide a certificate from Workers' Compensation.

(X) Insurance: Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage is \$250,000.

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause 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** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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. **ATTORNEY FEES** - 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
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. **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

VENDOR

Spending Unit: _____

Company Name: Archive Services INC

Signed: _____

Signed: [Signature]

Title: _____

Title: PRESIDENT

Date: _____

Date: 9/13/00

WORKERS' COMPENSATION DIVISION

4700 MACCORKLE AVENUE SE

CHARLESTON, WV 25304-1446

304-926-5000

CERTIFICATE OF COVERAGE

CERTIFICATE REQUESTOR:

ARCHIVES SERVICES INC
PO BOX 3144
CHARLESTON, WV 25331-3144

THIS IS TO CERTIFY, that the following policy providing Workers' Compensation coverage is in force at the date indicated below. As of the date indicated, this account of the named insured employer is in good standing with the Division. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

NAME AND ADDRESS OF INSURED:

POLICY NUMBER: 92000872-101

ARCHIVES SERVICES INC
PO BOX 3144
CHARLESTON, WV 25331-3144

DATE CERTIFICATE ISSUED: August 11, 2000

EFFECTIVE DATES OF POLICY TERM:

FROM: July 1, 2000 TO: November 30, 2000

POLICY COVERAGE DESCRIPTION:

8810 Clerical employees, NOC. Includes clerical employees working

This policy provides coverage for the above named employer's responsibilities under the Workers' Compensation Law of the State of West Virginia.

If the above described policy is canceled before the expiration date thereof, the West Virginia Workers' Compensation Division will endeavor to mail a written notice to the certificate holder within 30 days of cancellation. Failure to mail such notice shall impose no obligation or liability of any kind upon the West

PRODUCER
 SILVERSTEIN & MADDOX INS INC
 P O BOX 3304
 CHARLESTON WV 25333
 P:304-343-9518 F:304-343-0513

INSURED
 ARCHIVE SERVICES INC.
 P O BOX 3144
 CHARLESTON WV 25301-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: THE ST PAUL
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK00680869	10/01/2000	10/01/2001	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK00680869	10/01/2000	10/01/2001	EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000 PRODS-COMPL AGG \$ 4,000,000 EACH INCIDENT \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

STORAGE OF RECORDS

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** A

ATTN: PAM JONES, SR. BUYER
 STATE OF WV PURCHASING DIVISION
 DEPT OF ADMINISTRATION
 P O BOX 50130
 CHARLESTON WV 253050130
 3045584115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 010 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTOR: SILVERSTEIN & MADDOX INSURANCE
 BY: *[Signature]*

