



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
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
01

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

**AGENCY COPY**

\*310105515      610-662-6809  
 ARCHIVE SERVICES  
 1545 HANSFORD ST  
  
 CHARLESTON WV 25311

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/26/2007	NET 30	680585884	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT. NO.	ITEM NUMBER
			CHANGE ORDER #01
TO ADD THE COST SHEET THAT WAS INADVERTENTLY NOT INCLUDED WITH RECMGT07. RECMGT07 COST SHEET ATTACHED. *****NO ADDITIONAL CHANGES*****			
		PREVIOUS PO TOTAL==>	OPEN END
		PO NET CHANGE (+)==>	
			OPEN END
			TOTAL

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 DEC 27 2007  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *12/26/07*

*Daunte Wayfield*

JO ANN ADKINS      304-558-8802

BY *Laura Rye* 12/26/07  
 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 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.

**SECTION V  
COST**

**COST SHEET**

		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
I.	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>



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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