



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

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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
 7

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

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

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/17/2011		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	06/30/2008	EA	962-69				
CHANGE ORDER #07 CHANGE ORDER ISSUED TO CHANGE VENDOR NAME FROM: NOVA RECORDS MANAGEMENT TO CORNERSTONE RECORDS MANAGEMENT. VENDOR NUMBER AND FEIN NUMBER DID NOT CHANGE. *****NO OTHER CHANGES*****							
PREVIOUS PO TOTAL==> PO NET CHANGE (+)==>						OPEN END	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

FEB 23 2011

Beverly Toler

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

of 2/17/11

OPEN END
 TOTAL

Dawn Westfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Roberto Wagner* BUYER 42 304-558-8802
 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, 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 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

RECEIVED

2010 NOV -3 AM 9:40

WV PURCHASING
DIVISION

2010 OCT 31 AM 9:39

RECEIVED

October 12, 2010

Dear Valued Customer,

Over the past number of years we have transitioned our company name from Archive Services to Nova Records Management and now to Cornerstone Records Management. Although our name has changed we are still the same local people that have provided you outstanding services over the years and are still the only "Full Service" Records Management provider located in West Virginia. As part of our evolution from Archives Services, Nova Records Management and now Cornerstone Records Management; we have made significant investment in our facilities in both Charleston and Dunbar ensuring that your important records are safe and secure. We have upgraded our shredding equipment to ensure your sensitive documents are confidentially destroyed and are done so under stringent guidelines. We have recently out-fitted our Charleston facility with scanning and imaging capabilities to provide an additional service offering to help you reduce the amount of paper and manage certain types of records in an electronic format. We have updated the underlying systems that we use to manage our business to better serve you and as a result have implemented our online web interface that will allow you the convenience of placing orders, adding inventory, running reports and managing your off-site records from the convenience of your office.

Over the next few months we will be upgrading our electronic media/vault storage room in Charleston and adding more sophisticated real-time tracking software. You will also notice additional changes as we continue the rebranding process including how we answer our phones. You will notice our drivers and employees in new uniforms. The logos on our trucks, the empty boxes we sell, the invoices that you will see and Company letters that will be mailed as we correspond with you, will all display the Cornerstone name.

Please contact our office if you have questions or are interested in hearing more about our expanded service offerings. We appreciate your business and look forward to continuing to serve your records management needs.

Sincerely,

J. Michael Gold
Eastern Division President
Cornerstone Records Management



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0001		962-69	RECORDS MANAGEMENT			QTY	DATE
			SIGNATURE _____		DATE _____		
						TOTAL	

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BY _____
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