



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.**  
 SYSFURN02F

**PAGE**  
 1

**BLANKET RELEASE**  
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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**  
 4

INVOICE TO

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

VENDOR

\*709044350      304-344-1231  
 CONTEMPORARY GALLERIES OF WV I  
 1210 SMITH STREET  
 CHARLESTON WV 25301

SHIP TO

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
01/21/2005	NET 30	550564447			
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		
			CHANGE ORDER #04		
	EFFECTIVE FEBRUARY 1, 2005, THE CATALOGS LISTED ON THE ATTACHED DOCUMENTS REPLACE ALL CATALOGS ON THIS CONTRACT.				
	ATTACHMENTS:				
	LIST OF CATALOGS, DATED JANUARY 17, 2005, 1 PAGE				
	LIST OF PRODUCTS SHOWING DISCOUNT FROM LIST, DATED JANUARY 17, 2005, 3 PAGES				
	-----NO ADDITIONAL CHANGES-----				
0001	08/01/2002	JB	425-94	.00000	
	OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.				
	PREVIOUS PO TOTAL==>				OPEN END
	PO NET CHANGE (+)==>				

WV State Purchasing Division  
 Administration Unit  
 Certified Encumbered  
 FEB 07 2005

*John Francis*

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *B 171-2505*

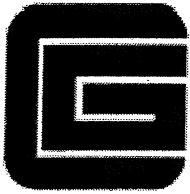
*Dwayne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468  
*Betty Francisco*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**TOTAL**

**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.



# contemporary galleries

January 17, 2005

WV Department of Administration  
Purchasing Division  
ATTN: BETTY FRANCISCO  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

RE: RFQ **SYSFURN02** Discount Schedule - RENEWAL

## STANDARD PRODUCT

### PRICE BOOKS (teal green book w/ white writing)

The following discount rates are for all levels.

#### ❖ ACTION OFFICE SYSTEM

(Prices effective August 02, 2004)

▪ Action Office Product ..... 69% 0.31

#### ❖ PROSPECTS SYSTEM

(Prices effective August 02, 2004)

▪ Prospects Product ..... 69% 0.31

#### ❖ TABLES AND FURNITURE

(Prices effective August 02, 2004)

▪ Burdick Group Furniture ..... 48% 0.52  
▪ CLT Tables ..... 40% 0.60  
▪ Eames Tables ..... 48% 0.52  
▪ Avive Table Collection..... 69% 0.31  
▪ Occasional Tables ..... 35% 0.65  
▪ Teardrop Table ..... 45% 0.55  
▪ Q – Tables ..... 60% 0.40

❖ **RESOLVE SYSTEM**

(Prices effective August 02, 2004)

- All Resolve Product..... 45% 0.55

❖ **Q SYSTEM**

(Prices effective August 02, 2004)

- All "Q" Product..... 60% 0.40

❖ **SEATING**

(Prices effective August 02, 2004)

- All Seating ..... 53% 0.47  
(Excluding the Aeron, all Eames Seating, Caper, Mirra, Limerick, Reaction & Aside)
- Aeron Chair ..... 45% 0.55
- Mirra Chair ..... 45% 0.55
- Eames Seating ..... 45% 0.55
- Caper Chair ..... 45% 0.55
- Limerick Chair ..... 48% 0.52
- Aside Chair ..... 48% 0.52
- Reaction Chair ..... 48% 0.52

❖ **PASSAGE DESKING SYSTEM & 5000 SERIES FURNITURE**

(Prices effective August 02, 2004)

- All Passage Product ..... 45% 0.55
- All 5000 Series Product..... 48% 0.52

❖ **SUPPLEMENTAL PRODUCTS**

(Prices effective August 02, 2004)

- All products except C-style storage..... 69% 0.31

❖ **FILING AND STORAGE**

(Prices effective August 02, 2004)

- Quadrant Lateral Files..... 45% 0.55
- Quadrant Pedestals..... 69% 0.31
- All Meridian Filing and Storage..... 48% 0.52

**PRICE BOOKS** (red books w/ white writing)

The following discount rates are for all levels.

❖ **ETHOSPACE SYSTEMS** (Including Addendums dated March 2003- November 2004)

(Prices effective September 02, 2003)

- Ethospace System..... 69% 0.31

# PRICE BOOKS

## ❖ SIT ON IT OFFICE SEATING

(Prices effective October 01, 2004)

- All Seating..... 48% 0.52

## ❖ FIRST OFFICE CASEGOODS, SEATING & CONFERENCE

(Prices effective September 01, 2004)

- All Casegoods and Seating..... 48% 0.52

## ❖ M COLLECTION BY Baker Manufacturing

(Prices effective September 01, 2003)

- Adjustable Work Tables..... 48% 0.52

## ❖ DEMOUNTABLE WALLS

(Prices effective July 1, 1999)

- V-Wall..... 0% 1.00

*Jennifer B. Kirkpatrick  
 Sales / Design  
 Contemporary Galleries*