

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
 SYSFURN020

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

*004151442 800-624-9751
 G F OFFICE FURNITURE
 6655 SEVILLE DRIVE

 CANFIELD OH 44406

AGENCY COPY

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/14/2003	NET 30	363710942	
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 #01		
			TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. THE PRICE BOOKS ARE LISTED ON THE ATTACHED DOCUMENTATION. EFFECTIVE WITH THIS CHANGE ORDER, THE E-PLAN DESKING SYSTEM IS ADDED TO THIS CONTRACT.		
			EFFECTIVE DATE OF RENEWAL: 08/25/2003 THROUGH 08/24/2004		
			RENEWALS REMAINING: 1		
			-----NO ADDITIONAL CHANGES-----		
			PREVIOUS PO TOTAL==>		.00
			PO INCREASE =====>		.00

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

AUG 26 2003

Beverly Toler

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

OPEN END

TOTAL

APPROVED FOR ONE FISCAL YEAR
George Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO
 BY *Lauren D. ... 8/18/03*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

304-558-0468

**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.



6655 Seville Drive
Canfield, OH 44406

July 14, 2003

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Attn: Betty Francisco

Re: Contract SYSFURN020
Renewal: August 25, 2003 through August 24, 2004

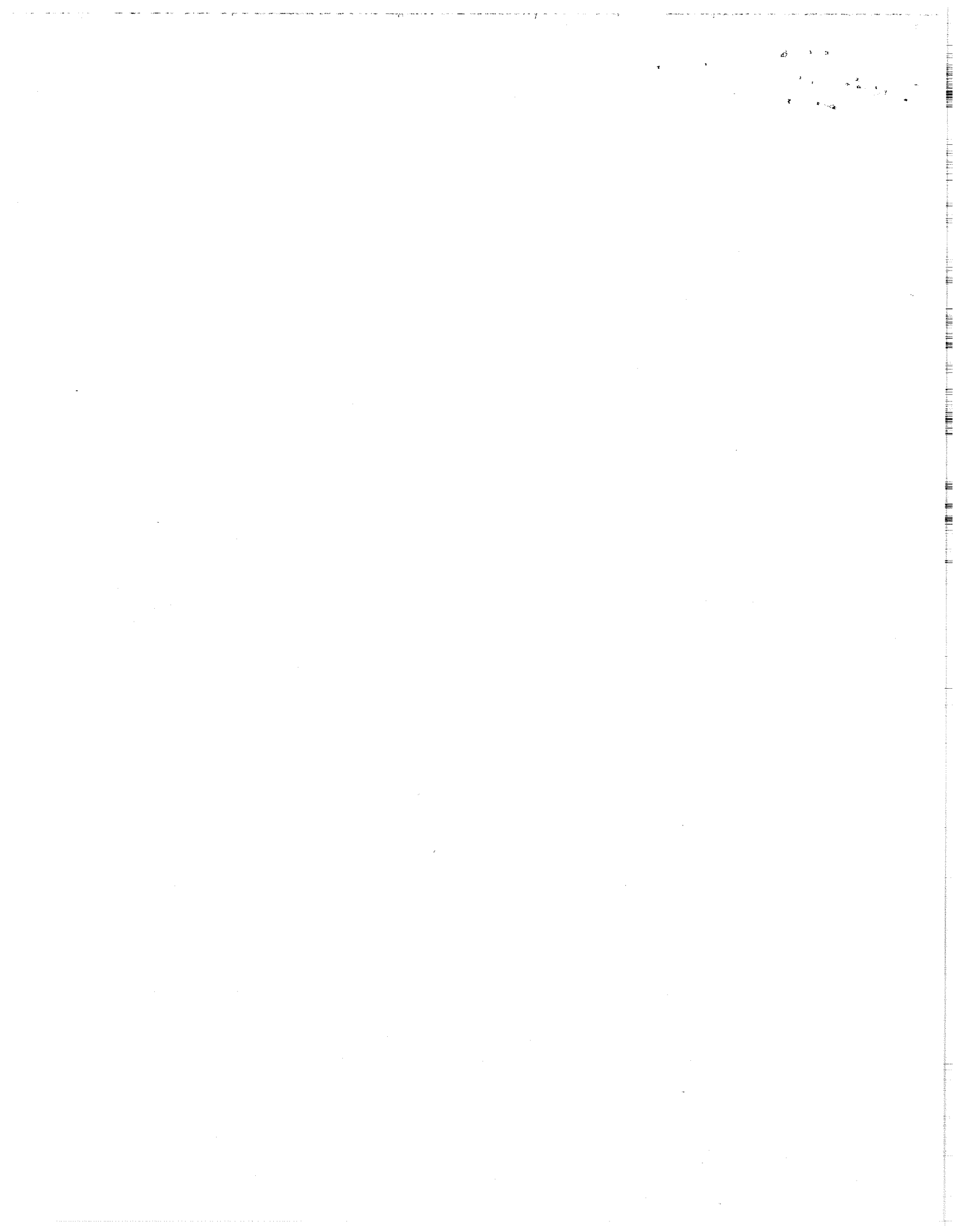
Dear Betty:

GF Office Furniture, LTD. would like to renew Contract SYSFURN020 for the period August 25, 2003 through August 24, 2004.

GF Office Furniture, LTD. is requesting a 5% sticker price increase as reflected in the enclosed price lists as follows:

<u>Model/Line</u>	<u>GF Catalog 5% Sticker Increase</u>	<u>Discount</u>
GFX & OPS Panel System	Volume I, 4/1/02	L-57%
G3 Desk System	Volume II, 4/1/02	L-51%
Stratum Desk System Volume II, 4/1/02	Volume II, 4/1/02	L-51%
Quantum Lateral Files Volume	Volume II, 4/1/02	L-51%
Bookcases	Volume II, 4/1/02	L-51%
Vertical Files	Volume II, 4/1/02	L-51%
Commuter Mobile Office	Volume II, 4/1/02	L-51%
Seating – Excluding Worx, Elan Giroflex, 40/4 demi-glaze	Volume III, 4/1/02	L-50%
Elan, Giroflex, 40/4 demi-glaze	Volume III, 4/1/02	L-42%
Worx Seating	Price List Addendum April, 2003 (includes the 5% increase in this reprint)	L-42%

GF Office Furniture, LTD. would also like to include the e-Plan Desking System Price List dated April, 2003 (no 5% price increase) and offer a discount of L-51% which is the same discount as the G3 and Stratum Desk System.



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 BY ORDER

VENDOR
 *004151442 800-624-9751
 G F OFFICE FURNITURE
 6655 SEVILLE DRIVE

 CANFIELD OH 44406 44406

SHIP TO
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN020							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	425-94		OFFICE FURNITURE, PANEL SYSTEMS, CH				
SIGNATURE _____				DATE _____			

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

TOTAL

BETTY FRANCISCO

304-558-0468

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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