



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.**  
 SYSFURN05A

**PAGE**  
 1

**BLANKET RELEASE**  
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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**  
 1

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

INVOICE TO

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

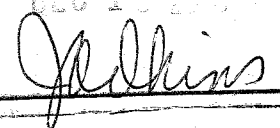
VENDOR

\*131144633 563-262-4441  
 ALLSTEEL INC  
 2210 SECOND AVENUE  
 MUSCATINE IA 52761

SHIP TO

ALL STATE AGENCIES  
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**AGENCY COPY**

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/13/2005		NET 30		360717079			
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				
CORRECTION: ATTACHMENT A: THE NOTATION TO THE CATALOG IDENTIFIER WAS REFERENCING THE EFFECTIVE DATE OF PRICING. CORRECT DATE OF CATALOG IS 1/04/2004. ATTACHMENT A REVISED 12/13/2005.							
-----NO ADDITIONAL CHANGES-----							
						WV State Purchasing Division Administration Unit Certified Encumbered  DEC 15 2005 	
				PREVIOUS PO TOTAL==>	OPEN	END	
				PO NET CHANGE (+)==>			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  12-13-05

OPEN END  
**TOTAL**

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco*  
 BETTY FRANCISCO 804-558-0468  
 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 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.

ATTACHMENT A  
 SYSFURN05A  
 ALLSTEEL

Rev. 12/13/2005

Vendor/Contract Number/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %
<b>Allsteel</b>				
<b>SYSFURN05A</b>	Allsteel	Concensys Systems	Systems 2/6/05	54%
	Allsteel	Terrace Systems	Systems 2/6/05	54%
Bill Phelan	Allsteel	Align Systems	Align 7/10/05	54%
Ph 563-264-7585	Allsteel	8000 systems	8000 1/4/04	54%
Fx 563-262-4443	Allsteel	Metal Casegoods	Systems 2/6/05	54%
Email: phelanb@allsteeloffice.com	Allsteel	Marbles	Systems 2/6/05	54%
	Allsteel	Extensions	Systems 2/6/05	54%
Design/Reconfiguration Fee	Allsteel	Express Solutions	Systems 2/6/05	54%
\$30/hr \$500 max	Allsteel	Seating:		
	Allsteel	Steel Seating	Seating 2/6/05	52%
Hourly Moving Fee	Allsteel	Wood Seating	Seating 2/6/05	52%
	Allsteel	Express Solutions Seating	Seating 2/6/05	52%
\$30/hr normal hrs				
\$45/hr After 5 & Weekends	Allsteel	Casegoods:		
	Allsteel	Metal Casegoods	Casegoods 2/6/05	54%
	Allsteel	Wood Casegoods	Align 7/10/05	54%
	Allsteel	Reach Integrated Storage	Reach 2/6/05	54%



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE		AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET	FOR PURCHASE ORDER:		SYSFURN05A	
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**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE