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

PURCHASE ORDER NO. SYSFURN05F PAGE 1

BLANKET RELEASE

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CORRECT PURCHASE ORDER NUMBER 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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*122142334

BY ORDER

800-482-1616 KIMBALL INTERNATIONAL MARKETIN

JASPER IN 47549

1600 ROYAL ST

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

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APPROVED AS TO FORM BY

ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO

304-558-0468

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PÜRCHASING 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.
- **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.
- 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 Viginia 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



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VARIOUS LOCALES AS INDICATED

AND POLITICAL SUBDIVISIONS

JASPER IN 47549

ALL STATE AGENCIES

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

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PAGE 4

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PURCHASE ORDER NO. SYSFURN05F

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CHANGE ORDER

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

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BY ORDER

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AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

JASPER IN 47549

ALL STATE AGENCIES

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PURCHASE ORDER NO. SYSFURN05F PAGE 6

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800-482-1616 KIMBALL INTERNATIONAL MARKETIN 1600 ROYAL ST

JASPER IN 47549

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

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ATTACHMENT A SYSFURN05F KIMBALL

Vendor/Contract Number/Contact Information	Manu- facturer	Model/Line/ Product	Catalog Identifier	Discount %
KIMBALL INTERNATIONAL				
SYSFURN05F	Kimball	Casegoods & Tables	10/17/2005	52.0%
Mickie Emmons				
ph 800-647-2010 Ext 8673	Kimball	Seating	10/17/2005	52.0%
fx 812-481-6174				
memmons@kimball.com	Kimball	Metal Filing	10/17/2005	52.0%
	Kimball	Xsite System	10/17/2005	60.0%
Design/Reconf Fee:	Kimball	Systems	10/17/2005	60.0%
\$30.00/hr				
	Kimball	Casegoods	04/01/2005	53.0%
Hourly Fee for Moving:				
\$30.00/hr	Kimball	Seating	04/01/2005	53.0%
	Kimball	Tables	04/01/2005	53.0%

ATTACHMENT B SYSFURN05F KIMBALL

- 1. Kimball Office Products Price List CD
- 2. Systems 10/17/05
- 3. XSite System 10/17/05
- 4. Seating 10/17/05
- 5. Casegoods & Tables 10/17/05
- 6. National 4/1/2005

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PURCHASE ORDER NO SYSFURN05F PAGE 7

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1600 ROYAL ST

BY ORDER

800-482-1616 KIMBALL INTERNATIONAL MARKETIN

JASPER IN 47549

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

47549

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	SHIP VIA F.O.B		FREIGHT TERMS	ACCOUNT NUMBER
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