



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.  
 SYSFURN07B

PAGE  
 1

BLANKET RELEASE  
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CHANGE ORDER  
 5

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.

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

\*709040519      304-343-7551  
 CAPITOL BUSINESS INTERIORS  
 711 INDIANA AVENUE  
 CHARLESTON WV 25302

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/26/2008		NET 30		550422766			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			CHANGE ORDER #05				
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.						
	EFFECTIVE DATE OF RENEWAL: 11/01/2008 THROUGH 10/31/2009						
	RENEWALS REMAINING: 0						
	TO PROVIDE A REVISED EXHIBIT A. EFFECTIVE DATE: 11/01/2008						
	***** NO ADDITIONAL CHANGES *****						
	PREVIOUS PO TOTAL==>					OPEN END	
	PO NET CHANGE (+)==>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 DEC 2 2008

*Beverly Toler*

*Jo Ann Adkins*

APPROVED FOR ONE FISCAL YEAR

*Dwayne Workfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 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, this Contract may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

EXHIBIT A  
SYSFURN07

10/28/08

Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
AIS	MWALL / AO2 / MATRIX	2006	55.0%
AIS	DIVI	2007	55.0%
INDIANA	INDIANA PRICE LIST	7/28/2008	52.0%
INDIANA	INDIANA SUPPLEMENT	6/1/2008	52.0%
GLOBAL	DESKS, TABLES AND FILING	10/1/2008	52.0%
GLOBAL	SEATING	10/1/2008	52.0%
EVOLVE	EVOLVE	1/1/2008	52.0%
GLOBAL	GLOBALCARE	10/1/2008	40.0%
ST. TIMOTHY	ST. TIMOTHY	5/12/2008	50.0%
ST. TIMOTHY	SUPPLEMENTAL	6/9/2008	50.0%
ST. TIMOTHY	ASAP QUICK SHIP	5/19/2008	50.0%
LACASSE	OFFICE FURNITURE SOLUTIONS	9/1/2008	47.0%
LACASSE	QUORUM CONFERENCE	9/1/2008	47.0%
LACASSE	MORPHEO	9/1/2008	47.0%
LACASSE	UNITED CHAIR	1/1/2007	50.0%
LACASSE	NVISION	9/1/2008	50.0%
MAGNUSON GROUP	MAGNUSON GROUP	10/1/2008	30.0%
RIGHT ANGLE	ERGONOMIC PRODUCTS	1/1/2008	50.0%

EXHIBIT A  
SYSFURN07

10/28/08

HON	BASYX UPDATE	10/1/2008	30.0%	
HON	BASYX	7/1/2008	30.0%	
HON	GROUP PRICE LIST	10/1/2008	45.0%	
HAWORTH	LIFESPACE USA	4/1/08	18.0%	
HAWORTH	CASEGOODS/FILES AND STORAGE	10/1/08	57.0%	
HAWORTH	COMPOSE	8/1/08	62.0%	ON CD
HAWORTH	MASTERS SERIES	8/1/08	50.0%	ON CD
HAWORTH	TECRETE/TEC BASE	8/1/08	0.0%	ON CD
HAWORTH	VOICE AND DATA	8/30/08	0.0%	ON CD
HAWORTH	SEATING	8/30/08	57.0%	ON CD
HAWORTH	SEATING/WOOD ONLY ***	8/30/08	50.0%	ON CD
HAWORTH	SEATING/ZODY ONLY ***	8/30/08	52.0%	ON CD
HAWORTH	TRANSITIONAL	8/30/08	50.0%	ON CD
HAWORTH	UNIGROUP TOO	8/1/08	70.0%	ON CD
HAWORTH	TABLES	8/30/08	45.0%	ON CD
HAWORTH	RACE	8/1/08	57.0%	ON CD
HAWORTH	LEGS	8/30/08	30.0%	ON CD
HAWORTH	UNIGROUP TOO (FULL WOOD PRODUCT)	8/1/08	45.0%	ON CD
HAWORTH	UNIGROUP TOO (JUMPSTUFF / KEYBOARD TRAYS)	8/1/08	45.0%	ON CD
HAWORTH	PATTERNS	8/30/08	45.0%	ON CD
HAWORTH	LOCKS	8/30/08	30.0%	ON CD
HAWORTH	ENHANCED PREMISE / MOXIE	8/1/08	70.0%	ON CD
HAWORTH	WOOD CASEGOODS	8/30/08	50.0%	ON CD
HAWORTH	ALL PRICE LISTS RUSH PRODUCT **	8/1/2008 & 8/30/08	50.0%	ON CD
ERGOGENSIS	BODYBUILT ERGONOMIC SEATING	10/17/2008	50.0%	ON CD



JOE MANCHIN III  
GOVERNOR

STATE OF WEST VIRGINIA  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

August 27, 2008

Kelii Bragg  
Capitol Business Interiors  
711 Indiana Ave  
Charleston, WV 25302

Subject: SYSFURN07B

Dear Ms. Bragg:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are November 01, 2008 through October 31, 2009. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

JoAnn Adkins  
Senior Buyer  
304/558-8802

Attachment

*We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.*

Name/Signature

10/27/08  
Date

Sales mgr.  
Title



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 Department of Administration  
 Purchasing Division  
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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07B							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		425-94		OFFICE FURNITURE, PANEL SYSTEMS,		CH	_____
				SIGNATURE _____			DATE _____
						TOTAL	

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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