



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.
 SYSFURN07E

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
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *825111055 412-255-4056
 FRANKLIN INTERIORS IN
 2740 SMALLMAN ST STE 600
 PITTSBURGH PA 15222

SHIP TO
 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		251681259			
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 #03				
			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 CONTRACT (UNIT PRICE, HOURLY RATES, ANNUAL				
			FEE, ETC.) IS INCREASED AS DEFINED IN THE ATTACHED				
			DOCUMENTATION.				
			EFFECTIVE DATE OF RENEWAL: 11/01/2008				
			THROUGH 10/31/2009				
			RENEWALS REMAINING: 0				
			***** NO ADDITIONAL CHANGES *****				
						PURCHASING DIVISION CERTIFIED ENCUMBERED DEC 2 2008 <i>Beverly Toler</i>	
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *11/26/08*

APPROVED FOR
 ONE FISCAL YEAR

Naomi Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

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."



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

Gary Pyles
Franklin Interiors Inc
2740 Smallman St #600
Pittsburgh, PA 15222

Subject: SYSFURN07E

Dear Mr. Pyles:

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

Sept. 08, 08
Date

GARY PYLES Vice-President
Title

EXHIBIT A
SYSFURN07 revised

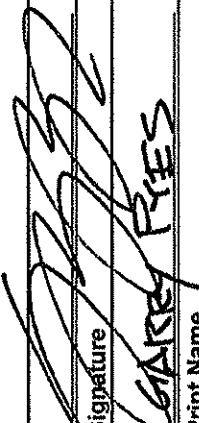
Vendor/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %	File Grade	Enclosed Printed price list or CD
Vendor: Franklin Interiors						CD
Contract Coordinator:	Steelcase	Steel Answer Systems	Jul-08 +2.5%	50%		CD
Garry Pyles		Steel Aveinr Systems	Jul-08 +2.5%	50%		CD
		Steel Ellipse	Jul-08 +2.5%	50%		CD
Address: Suite 600, 2740 Smallman St		Steel Montage Systems	Jul-08 +2.5%	50%		CD
Pittsburgh, PA 15222		Steel Series 9000	Jul-08 +2.5%	50%		CD
Phone# : 412-261-2525		Steel Seating (not including 462 Leap, 464 leap, Think, Cachet)	Jul-08 +2.5%	50%		CD
		Steel Seating Exceptions(462 Leap, 464	Jul-08 +2.5%	40%		CD
Fax# : 412-255-4089		Steel Storage	Jul-08 +2.5%	50%	A	CD
Toll Free# : 1-800-371-5001		Pathways Logic Products	Jul-08 +2.5%	50%		CD
		Context	Jul-08 +2.5%	50%		CD
Email: gpyles@franklininteriors.com		Wood Casegoods	Jul-08 +2.5%	40%		CD
		Wood Seating	Jul-08 +2.5%	40%		CD
Labor Rate: \$30.00/ overtime \$45.00		Elective Elements 5	Jul-08 +2.5%	40%		CD
Design Fee: \$30.00		Elective Elements 6	Jul-08 +2.5%	40%		CD
		Relevant	Jul-08 +2.5%	40%		CD
		Unison	Jul-08 +2.5%	40%		CD
		Turnstone	Jul-08 +2.5%	50%	C	CD
Signature	Brayton International	Seating, Healthcare	Jul-08 +2.5%	43%		CD
	Vecta	Wemdl	Jul-08 +2.5%	45%		CD
Print Name	Vecta	Seating, Tables	Jul-08 +2.5%	43%		CD
VICE - PRESIDENT	Metro	Seating, Casegoods,	Jul-08 +2.5%	43%		CD
FRANKLIN INTERIORS	PolyVison	PolyVison Static,	Jul-08 +2.5%	30%		CD
Title	Details	Worktools, Computer Accessories	Jul-08 +2.5%	35%		CD
	SoftCare/Nurture	Seating, Tables	Jul-08 +2.5%	40%		CD

EXHIBIT A
SYSFURN07 revised

Vendor/Contact Information	Nova	All Price lists	Jul-08	45%	Price List
	Manufacturer	Model/Line/ Product	Catag Identifier	Discount %	Enclosed Printed price list or CD
	Fixtures Furniture	Seating, Tables	Jul-08	45%	Price List
	Zoom	Seating, Tables	Jun-08	45%	Price List
	Community	All Price lists	Jan-08 +3%	40%	CD
	JSI	Seating, Casegoods,	Jan-08 +4%	40%	CD
	Smith Systems	All Price lists	2008 cat + 5%	30%	CD
	Great Openings	All Price lists	Sep-08	50%	CD
	Benchmark	Outdoor price list	Jul-08	35%	Price List on file
		Chairs/tables/bases	Jul-08	35%	Price List on file
		Benches/planters/receptact	Jul-08	35%	Price List on file
	National	All Price lists	Dec-07	50%	CD
	Steliter Partners	All Price lists			
			Learning works 08	30%	CD
			SP Tables	30%	



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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07E							
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 <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE