



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.
 SYSFURN07G

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
 6

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *122142334 800-482-1616
 KIMBALL INTERNATIONAL MARKETIN
 1600 ROYAL ST
 JASPER IN 47549

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/12/2008		NET 30		351688210			
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 #06				
	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						
	***** NO ADDITIONAL CHANGES ***** NOV 19 2008						
	PURCHASING DIVISION CERTIFIED ENCUMBERED						
	<i>Beverly Toler</i>						
	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	

APPROVED FOR
James [Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 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."

ATTACHMENT A
SYSFURN07G
KIMBALL

Vendor/Contract Number /Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Discount %
KIMBALL INTERNATIONAL				
SYSFURN07G				
Kimball International Marketing, Inc.				D & I
D.B.A. Kimball Office D.B.A. National Office Furniture Company	Kimball Office	Casegoods & Tables	PLCATA All Inclusive Thru October 15, 2008	-53%
Contract Coordinator: Kiersten Knies	Kimball Office	Perks	PLPRKS All Inclusive Thru October 15, 2008	-53%
Address: 1600 Royal Street Jasper, IN 475489	Kimball Office	Seating	PLSE All Inclusive Thru October 15, 2008	-53%
Phone: 812.481.6792 Fax: 812.481.6174	Kimball Office	Metal Filing - Class B	PLMF All Inclusive Thru October 15, 2008	-53%
Toll Free: 800.482.1616	Kimball Office	Systems	PLSYS All Inclusive Thru October 15, 2008	-60%
Email: kiersten.knies@kimball.com	Kimball Office	Kwik Office	PLKWIK All Inclusive Thru October 15, 2008	-53%
Labor Rate: \$30.00 per hour	National	Casegoods and Tables	NPLC All Inclusive Thru October 15, 2008	-53%
Design Fee: \$30.00 per hour	National	Seating	NPLS All Inclusive Thru October 15, 2008	-53%



1600 Royal Street Jasper, IN 47549
Telephone 812.482.1600

October 17, 2008

Ms. JoAnn Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

Re: SYSFURN07G 2009 Renewal

Dear Ms. Adkins:

Kimball International Marketing, Inc dba Kimball Office, dba National Office Furniture is pleased to extend our SYSFURN07G contract from November 01, 2008 through October 31, 2009. Please find the signed renewal and affidavit attached. Also included in this packet is Kimball Office's and National Office Furniture's most up to date pricelists, including each division's complete offering, on CD. Our discounts have remained unchanged. An updated copy of Attachment A is also included.

If you have any questions or concerns, please do not hesitate to contact me at 812.481.6792 or kiersten.knies@kimball.com.

Sincerely,

A handwritten signature in cursive script that reads "Kiersten Knies".

Kiersten Knies

Contract Administration Specialist
Kimball Office
National Office Furniture



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LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
DELIVERY DATE	CAT.NO.	ITEM NUMBER					
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07G							
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