



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.  
 SYSFURN07H

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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

\*612140807 800-454-9796  
 KI KREUGER INTERNATIONAL  
 PO BOX 8100  
 GREEN BAY, WI 54308-8100  
 Department of Administration  
 Purchasing Division

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/16/2007		NET 30		391375589			
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 #02				
<p>TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS,            CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE            ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE            ORDERS.</p> <p>EFFECTIVE DATE OF RENEWAL: 11/01/2007            THROUGH 10/31/2008.</p> <p>RENEWALS REMAINING: 1</p> <p>***** NO ADDITIONAL CHANGES *****</p>							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 AUG 21 2007  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *8/17/07*

APPROVED FOR  
 FISCAL YEAR  
*James Mayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *[Signature]*  
 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 or 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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



JOE MANCHIN III  
GOVERNOR

August 8, 2007

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

Paul Schueller  
KI Kreuger International  
P. O. Box 8100 1330 Bellevue Street  
Green Bay, WI 54308-8100

Subject: SYSFURN07H

Dear Mr. Schueller:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are November 01, 2007 through October 31, 2008. 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 extend 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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 Department of Administration  
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INVOICE TO

ALL STATE AGENCIES  
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*612140807      800-454-9796  
 KI KREUGER INTERNATIONAL  
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	DELIVERY DATE	CAT.NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07H							
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