



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.
 SYSFURN10A

PAGE
 1

BLANKET RELEASE
 00

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

INVOICE TO

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

AGENCY COPY

VENDOR

*131144633 563-272-7386
 ALLSTEEL INC
 2210 SECOND AVE
 MUSCATINE IA 52761

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/10/2012		NET 30		360717079			
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				
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. PROVIDE THE CURRENT AMENDED PRICE LIST EFFECTIVE 02/01/2012 EFFECTIVE DATE OF RENEWAL: 02/01/2012 THROUGH 01/31/2013 RENEWALS REMAINING: 1						
			PREVIOUS PO TOTAL==>			OPEN END	
			PO NET CHANGE (+)==>				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

APR 17 2012

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *fw* 4/10/12

OPEN END

TOTAL

APPROVED FOR
 ONE FISCAL YEAR
George Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Kristen S. Turrell* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE
 04/13/12

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, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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. CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
- 16. LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Allsteel®

2210 Second Avenue
Muscatine, Iowa 52761
563.272.4800
allsteeloffice.com

January 11, 2012

ATTN: Frank Whittaker
Department of Administration
State of West Virginia
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

RE: Allsteel request for price increase for State of West Virginia Contract #SYSFURN10

Dear Frank:

Our industry continues to experience raw material cost pressures. For instance, since the first of the year steel has increased 19% and fuel increased 18%. We have and will continue to work on offsetting a portion of the material increases through internal productivity improvements and other ongoing initiatives. With additional increases projected in 2011, the economic conditions require that we pass some of the increasing costs on to our customers.

As a result, we are notifying you that Allsteel will implement a price increase to the State of West Virginia under the SYSFURN10 Contract effective February 1, 2012. Enclosed is a CD with Allsteel's new price lists effective with the February 1, 2012 price increase:

- Systems Pricer, Form # A8067 dated 5/8/11
- Systems Supplement, Form # A8070 dated 5/8/11
- Seating & Tables Pricer, Form # A8081 dated 5/8/11
- Gather Pricer, Form # A8096 dated 7/24/11
- Involve Pricer, Form # A8104 dated 9/25/11

*D.K.
ms
01/12/12*

Page 2

In addition, Allsteel would like to offer at this time our new Gather Seating and Tables product line to all State of West Virginia end-users under this contract at its own discount category as follows:

<u>Order Size at List</u>	<u>Discount</u>
\$1 - \$100,000	43.5%
\$100,001 - \$400,000	46.5%
\$400,001 & Above	Neg

Allsteel would also like to offer our new Involve Casegoods and Storage product line to all State of West Virginia end-users under this contract at the existing Concensys, Terrace 3.4, Terrace 2.6, Reach & Align Systems discount category as follows:

<u>Order Size at List</u>	<u>Discount</u>
\$1 - \$100,000	66.0%
\$100,001 - \$400,000	67.5%
\$400,001 & Above	Neg

Our commitment to Rapid Continuous Improvement continues. It is a strong foundation for ensuring that Allsteel products are priced competitively enabling you, and our collective customers, to receive superior value long term.

I thank you for your continued business and the opportunity for us to provide the State of West Virginia with quality Allsteel products.

If you have any questions or need anything further, please do not hesitate to contact me at 563-272-7386 or hartmanron@allsteeloffice.com.

Thank you.

Sincerely,



Ronald L. Hartman
National Channel Manager

Enclosure

Allsteel®



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN10A							
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