



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
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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

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

AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/01/2013		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 #03							
<p>TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL.</p> <p>EFFECTIVE DATE OF EXTENSION: 02/01/2013 THROUGH 07/31/2013</p> <p>CURRENT AMENDED PRICELIST EFFECTIVE 02/01/2013</p> <p>ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.</p> <p>BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A</p>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 11 2013 <i>Beverly Toler</i>	
						PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>	

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

Ch
 2/05/2013

OPEN END
 TOTAL

[Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 42
 PURCHASING DIVISION AUTHORIZED SIGNATURE
 304-558-8802



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 Department of Administration
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	<p>FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY THROUGH THE STATE REPOSITORY. THE SERVICE PROVIDER IS RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY.</p> <p>AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.</p> <p>THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.</p> <p>SERVICE PROVIDERS SHOULD CONTACT THE WEST VIRGINIA DIVISION OF PROTECTIVE SERVICES BY PHONE AT (304) 558-9911 FOR MORE INFORMATION.</p>						

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 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, 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.



EARL RAY TOMBLIN
GOVERNOR

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

ROSS TAYLOR
ACTING CABINET SECRETARY
DAVID TINCHER
DIRECTOR

December 19, 2012

Aalsteel, Inc.
2210 Second Ave.
Muscatine, IA. 52761

Subject: SYSFURN10A

To whom it may concern:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extended dates are February 01, 2013 through July 31, 2013. 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.

Sincerely,

Guy Nisbet
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
Ronald L. Hartman

January 11, 2013
Date

National Channel Manager
Title

****SEE ALLSTEEL'S REQUEST FOR PRICE INCREASE****

January 11, 2013

ATTN: Guy Nisbet
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

RE: SYSFURN10A

Dear Guy:

We are notifying you that Allsteel will implement a price increase effective February 1, 2013.

Currently, the State contract is based upon our 5/8/11 price lists. Since that date, Allsteel has had two (2) price list adjustments as indicated below:

- 4/1/12 = 2.5% total weighted average on Allsteel's entire offering
- 9/16/12 = 7.0% total weighted average on a limited number of models within the Terrace DNA platform.

We request implementing both our 4/1/12 and 9/16/12 price adjustments which result in a combined blended price increase of 2.7%. Allsteel has been forced to implement these price increases due to the continued increases in raw materials, services, and other costs we continue to receive on an ongoing basis. Enclosed for your reference is a CD containing the 4/1/12 and 9/16/12 price lists:

- Systems, Form #A8179 dated 9/16/12
- Systems Supplement, Form #A8126 dated 4/1/12
- Seating, Collaboration, and Tables, Form #A8134 dated 4/1/12
- Align System, Form #A8128 dated 4/1/12

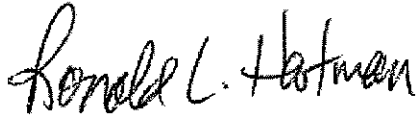
Although Allsteel is working hard to offset these pressures by relying on our aggressive RCI and lean manufacturing culture and capabilities, we cannot absorb the total impact.

We believe if the State of West Virginia accepts our 4/1/12 and 9/16/12 list prices; it will be much less difficult for its agencies to specify and order products, since the agencies will be able to utilize our most current published catalogs and price books.

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

If you have any questions or concerns, please feel free to contact me at 563-272-7386 or hartmanron@allsteeloffice.com.

Sincerely,

A handwritten signature in black ink that reads "Ronald L. Hartman". The signature is written in a cursive style with a large initial 'R'.

Ronald L. Hartman
National Channel Manager

Enclosures