



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.
 SYSFURN10C

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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENUE
 *709044350 304-344-1231
 CONTEMPORARY GALLERIES OF WV I
 1210 SMITH STREET
 CHARLESTON WV 25301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/01/2011		NET 30		550564447			
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 #01							
TO CLARIFY ITEMS NOT INCLUDED IN THIS CONTRACT:							
HERMAN MILLER - INTERNATIONAL COLLECTION							
HERMAN MILLER - INTERSECT PORTFOLIO							
TO DELETE - HMU FROM CONTRACT							
UPDATED EXHIBIT A ATTACHED.							
****NO OTHER CHANGES****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR - 4 2011 <i>Beverly Toler</i>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 6/3/11

OPEN END
 TOTAL

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Krista S. Jewell* BUYER 42 304-558-8802 03/03/11
 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.htm 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.



contemporary galleries

January 19, 2011

State of West Virginia
Attn: JoAnn Adkins
Buyer Supervisor
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

RE: SYSFURN10 – Bid Clarification

Dear JoAnn:

This is to clarify the said issues:

1. Herman Miller – International Collection was an additional book that was sent with all of the price books I had requested from the manufacturer and was meant to be taken out. Please disregard.

Herman Miller – Intersect Portfolio was on the last State Contract listed as:
HERMAN MILLER – The Intersect Portfolio (except Celeste & Caper Seating) – Discount 43%

In reworking the spreadsheet that line was inadvertently deleted by mistake for this contract. If allowed this line would remain the same except for the new price book date.

2. La-Z-Boy – That sticker was left on there by the manufacturer's representative and should have been marked out. Please disregard.

I hope this takes care of your concerns. Please feel free to call with any additional questions.
(304) 344-1231

Thank you.

Jennifer B. Kirkpatrick
Sales / Design
jblcontgal@netscape.net



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

ROBERT W. FERGUSON, JR.
CABINET SECRETARY
DAVID TINCHER
DIRECTOR

March 1, 2011

Jennifer B. Kirkpatrick
Contemporary Galleries
1210 Smith Street
Charleston, WV 25301
Fax: 304-344-1262

Subject: SYSFURN10 - AWARD

Dear Jennifer,

In accordance with SYSFURN10 RFQ page three,
"All items furnished in conjunction with this contract shall be new. Refurbished and/or
Refinished items shall not be acceptable."

This is also stated in the Specifications IV. Warranty
"The vendor warrants to the owner that all equipment furnished under this specification will
be new, of good material and workmanship, and agrees to replace promptly any part or parts which
by reason of defective material or workmanship shall fail under normal use, free of negligence
accident, for the periods from date of acceptance."

We will therefore be removing the Manufacturer Line "HMU" from your contract. We will issue
a change order to remove this line, as well as stating the Herman Miller catalogs "International
Collection and Intersect Portfolio" are not a part of this contract.

Very truly yours,

A handwritten signature in cursive script that reads "Jean Jones".

Jean Jones
Senior Buyer
304-558-8269 (Phone)
304-558-4115 (Fax)

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	On CD	Client Discount
Vendor:	HERMAN MILLER	Action Office System	Prices effective December 7, 2009 Published August 2010	★	68%
Contemporary Galleries	HERMAN MILLER	Canvas Office Landscape - Filing & Storage	Prices effective November 01, 2010 Published January 2011	★	60%
Contract Coordinator:	HERMAN MILLER	Canvas Office Landscape - Private Office	Prices effective November 01, 2010 Published January 2011	★	60%
Jennifer B. Kirkpatrick	HERMAN MILLER	Canvas Office Landscape - Wall Based	Prices effective November 01, 2010 Published January 2011	★	60%
Address:	HERMAN MILLER	Ethospace System	Prices effective December 7, 2009 Published August 2010	★	68%
1210 Smith Street	HERMAN MILLER	My Studio Environments	Prices effective December 7, 2009	★	45%
Charleston, WV 25301	HERMAN MILLER	Passage Desking System	Prices effective December 7, 2009 Published August 2010	★	68%
Phone# :	HERMAN MILLER	Prospects System	Prices effective December 7, 2009	★	45%
(304) 344-1231	HERMAN MILLER	Resolve System	Prices effective December 7, 2009	★	45%
Fax# :	HERMAN MILLER	Sense Desking System	Prices effective December 7, 2009 Published May 2010	★	55%
(304) 344-1262	HERMAN MILLER	5000 Series Furniture	Prices effective December 7, 2009 Published September 2010	★	48%
Toll Free# :					
(800) 292-6984	HERMAN MILLER	Abak Environments	Prices effective December 7, 2009	★	43%
Email:	HERMAN MILLER	Thrive Portfolio	Prices effective June 14, 2010 Published October 2010	★	53%
jblcontgal@netscape.net	HERMAN MILLER	Programmable Environments	Prices effective December 7, 2009	★	35%
Labor Rate:					
\$50.00 /HR	HERMAN MILLER	Arrio Teardrop Table	Prices effective December 7, 2009	★	64%
Design Fee:	HERMAN MILLER	Avive Table Collection	Prices effective December 7, 2009 Published August 2010	★	68%
\$50.00 /HR	HERMAN MILLER	Burdick Group Tables	Prices effective December 7, 2009	★	48%

Vendor/Contact Information	Manufacturer	Model/line/ Product	Catalog Identifier	On GD	Client Discount
Signature	HERMAN MILLER	CLT Tables	Prices effective December 7, 2009	★	40%
	HERMAN MILLER	Eames Tables	Prices effective December 7, 2009	★	48%
Print Name	HERMAN MILLER	Everywhere Tables	Prices effective August 19, 2010 Published December 2010	★	62%
Jennifer B. Kirkpatrick	HERMAN MILLER	Q-Tables	Prices effective December 7, 2009	★	60%
Title	HERMAN MILLER	Occasional Tables	Prices effective December 7, 2009	★	35%
Sales / Design					
	HERMAN MILLER	Tenno Storage	Prices effective December 7, 2009 Published September 2010	★	40%
	HERMAN MILLER	Quadrant Filing & Storage	Prices effective December 7, 2009	★	
		Quadrant Lateral Files (B-Front & F-Front only) - CLASS A			45%
		Quadrant Pedestals (B-Front & F-Front only) CLASS A			68%
	HERMAN MILLER	Tu Filing & Storage	Prices effective December 7, 2009 Published December 2010	★	64%
	HERMAN MILLER	Meridian Lateral Files - CLASS A	Prices effective December 7, 2009 Published June 2010	★	48%
	HERMAN MILLER	Meridian Pedestals & Pedastools	Prices effective December 7, 2009 Published June 2010	★	48%
	HERMAN MILLER	Meridian Storage Cases, Bookcases & Flex Storage	Prices effective December 7, 2009 Published June 2010	★	48%
	HERMAN MILLER	Meridian Stackable Storage Cabinets	Prices effective December 7, 2009	★	48%
	HERMAN MILLER	Meridian Storage Towers	Prices effective December 7, 2009	★	48%
	HERMAN MILLER	Meridian Vertical Files	Prices effective December 7, 2009 Published June 2010	★	48%
	HERMAN MILLER	Advo Chairs	January 2011	★	35%
	HERMAN MILLER	Aeron Chairs	Prices effective December 7, 2009 Published June 2010	★	45%

Vendor/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	On CD	Client Discount
	HERMAN MILLER	Ambi Chairs	Prices effective December 7, 2009	★	45%
	HERMAN MILLER	Aside Chairs	Prices effective December 7, 2009	★	48%
	HERMAN MILLER	Caper Chairs	Prices effective December 7, 2009	★	45%
	HERMAN MILLER	Celeste Seating	Prices effective December 7, 2009	★	45%
	HERMAN MILLER	Cele Chairs	Prices effective December 7, 2009 Published December 2010	★	45%
	HERMAN MILLER	Classic Seating	Prices effective December 7, 2009 Published June 2010	★	46%
	HERMAN MILLER	Embody Chairs	Prices effective December 7, 2009 Published June 2010	★	53%
	HERMAN MILLER	Egua 2 Chairs	Prices effective December 7, 2009	★	53%
	HERMAN MILLER	Ergon 3 Chairs	Prices effective December 7, 2009	★	53%
	HERMAN MILLER	Limerick Chairs	Prices effective December 7, 2009	★	48%
	HERMAN MILLER	Mirra Chairs	Prices effective December 7, 2009	★	45%
	HERMAN MILLER	Soyl Chairs	Prices effective October 2010	★	48%
	HERMAN MILLER	Setu Chairs	Prices effective December 7, 2009 Published September 2010	★	48%
	HERMAN MILLER	Swoop Lounge Furniture	Prices effective November 15, 2010 November 2010	★	35%
	HERMAN MILLER	Eames Hang-It-All Rack	Prices effective December 7, 2009	★	35%
	HERMAN MILLER	Eames Molded Plywood Folding Screen	Prices effective December 7, 2009	★	35%
	HERMAN MILLER	Eames Desk & Storage Units	Prices effective December 7, 2009	★	35%
	HERMAN MILLER	Nelson Basic Cabinet Series	Prices effective June 10, 2010 September 2010	★	35%
	HERMAN MILLER	Nelson Miniature Chests	Prices effective December 7, 2009	★	35%

Vendor/Contact Information	Manufacturer	Model/line/ Product	Catalog Identifier	On CD	Client Discount
	HERMAN MILLER	Nelson Swag Leg Group	Prices effective December 7, 2009	★	35%
	HERMAN MILLER	Casework	Prices effective December 7, 2009 Published October 2010	★	47%
	HERMAN MILLER	Compass System	Prices effective September 01, 2010. Published December 2010	★	40%
	HERMAN MILLER	Co/Struc System	Prices effective December 7, 2009 Published August 2010	★	47%
	HERMAN MILLER	Procedure/Supply Carts	Prices effective December 7, 2009 Published July 2010	★	10%
	ABCO	Price Guide - Office Furniture	January 2009	★	48%
	ABCO	Price Supplement - Z Series	February 2010	★	48%
	BAKER	M Collection Freestanding Tables & Stanchions	Prices effective December 7, 2009	★	60%
	BENCHMARK	Indoor	2009	★	35%
	BENCHMARK	Outdoor	2009	★	35%
	BENCHMARK	Soft Seating	2009	★	35%
	BRETFORD	Basics Pricer	January 01, 2010		40%
	BRETFORD	Collections Pricer	2010		40%
	BRETFORD	Library Pricer	January 01, 2010		40%
	CAROLINA	Product Guide	June 11, 2007 - Plus 6%	★	48%
	CAROLINA	Casegoods	January 2008 + 2.5%	★	48%
	CAROLINA	Exam Stool (insert)	August 2009 + 2.5%	★	48%

Vendor/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	On CD	Client Discount
	CAROLINA	Occasional Table (insert)	Effective November 01, 2009	★	48%
	CAROLINA	Embrace	2006 + 6%	★	48%
	CAROLINA	Y60 Lounge Collection (insert)	June 11, 2007 - Plus 6%	★	48%
	CAROLINA	Enclave Linx Lounge Seating (insert)	June 11, 2007 - Plus 6%	★	48%
	CAROLINA	Hide Lounge	June 2010 + 2.5%	★	48%
	CAROLINA	Seek Lounge	June 2010 + 2.5%	★	48%
	CAROLINA	Voyage Collection	June 2010 + 2.5%	★	48%
	CAROLINA	Silver Ion Collection	June 2010 + 2.5%	★	48%
	CAROLINA	Amenity Hip/Motion Chair	June 2010 + 2.5%	★	48%
	CAROLINA	Basil Modular Seating	November 2009 + 2.5%	★	48%
	CAROLINA	Retrospect Children	August 2009 + 2.5%	★	48%
	CAROLINA	Retrospect Table	August 2009 + 2.5%	★	48%
	CAROLINA	Ice Table	August 2009 + 2.5%	★	48%
	CAROLINA	Orchestra Collection	August 2009 + 2.5%	★	48%
	DUBOIS WOOD PRODUCTS	Pricelist on CD only	November 2009	★	25%
	DIRTT	Modular Solutions	January 2011		0%
	EAGLE	EAGLE - MHC Price List	2010 + 8%		20%
	EGAN	2008 Pricelist	September 2008		35%

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	On CD	Client Discount
	ELECTRONIC CLASSROOM	#114 & Supplement to #114	July 01, 2010		35%
	FIRST OFFICE	Casegoods, Seating	January 01, 2009 + 3.5%		48%
	FIRST OFFICE	Tables Supplement	May 24, 2010 + 3.5%		48%
	GRAND RAPIDS CHAIR COMPANY	2010 Price List	Last Updated 08-01-2010	★	25%
	HALE	Bookcase	December 01, 2009 + 20%		40%
	HALE	Library	April 01, 2009 + 20%		40%
	HUM	Standard Pricebook - Seating	November 15, 2010		55%
	JESPER	1000 Line Price List	October 2010		44%
	JESPER	2000 Line Price List	October 2010		44%
	JESPER	3000 Line Price List	October 2010		44%
	JESPER	4000 Line Price List	October 2010		44%
	JESPER	7000 Line Price List	October 2010		44%
	JESPER	9000 Line Price List	October 2010		44%
	JESPER	Chair Program	October 2010		44%
	ISE	Product Pricing Guide	2010 + 5%	★	40%
	LANDSCAPE FORMS	Pricebook	January 2011		net +28%

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	On CD	Client Discount
	LA Z BOY	Business & Healthcare Pricelist	July 01, 2010	★	48%
	LOEWENSTEIN	Pricebook	October 01, 2010		45%
	LOEWENSTEIN	Outdoor	January 01, 2009		45%
	MAXON	Pricebook	2010	★	60%
	OFFICE SPECIALTY	Filing & Storage - CLASS B	August 01, 2008		37%
	OFS	Casegoods Price List	June 11, 2007 - Plus 6.5%		48%
	OFS	Conference Price List	June 11, 2007 - Plus 6.5%		48%
	OFS	Seating Price List	June 11, 2007 - Plus 6.5%		48%
	OFS	Impluse G2	October 2010		48%
	OFS	Chaya Table	July 01, 2010		48%
	OFS	Tidal Table	July 01, 2010		48%
	OFS	Offerings	April 06, 2009		48%
	OFS	Element & Swank (insert)	May 05, 2008		48%
	OFS	Flexxy (insert)	August 2009		48%
	OFS	Keen, Mystique & Shimmer (supplement)	April 06, 2009		48%
	PHOENIX SAFE INTERNATIONAL	Price Sheet	February 1, 2011		30%
	RENAISSANCE	Price Sheet	January 2011		0%

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	On CD	Client Discount
	SAFCO	Envision	01-01-2011		30%
	SIT ON IT	Price List	October 18, 2010		48%
	VERSTEEL	Tables	January 01, 2009 - Plus 5%		40%
	VERSTEEL	Seating	January 01, 2009 - Plus 5%		40%
	VERSTEEL	Immix Lounge	June 01, 2010		40%
	WORKSTREAM	Price List	October 01, 2008 (CD) - Plus 12%	★	48%



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.
 SYSFURN10C

PAGE
 []

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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *709044350 304-344-1231
 CONTEMPORARY GALLERIES OF WV I
 1210 SMITH STREET
 CHARLESTON WV 25301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/01/2011		NET 30		550564447			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MULT.-MULT.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN10C							
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