



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.
 SYSFURN10D

PAGE
 1

BLANKET RELEASE
 00

CHANGE ORDER
 1

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.

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *825111055 412-255-4056
 FRANKLIN INTERIORS IN
 2740 SMALLMAN ST STE 600
 PITTSBURGH PA 15222

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/18/2011		NET 30		251681259			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL.-MUL.	
LINE	QUANTITY	UQP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
			CHANGE ORDER #01				
	TO CLARIFY ITEMS NOT INCLUDED IN THIS CONTRACT:						
	TRENDWAY PRODUCT LINE						
	PRODUCT LINES FROM STEELCASE AS FOLLOWS:						
	SOFTCARE						
	ENO						
	ARCHITECTURAL SOLUTIONS						
	WOOD SEATING						
	ELLIPSE						
	AP40						
	CONTEXT						
	MONTAGE SOLUTIONS						
	POST AND BEAM SOLUTIONS						
	UNISON						
	SURFACE MATERIALS REFERENCE MANUAL						
	VISUAL WORK TOOLS						
	*****NO OTHER CHANGES*****						
	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		

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 FEB 23 2011
Beverly Toler

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BUYER 42 304-558-8802
Lita S. Jewell 02/21/11
 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.

Jones, Jean Y

From: Adkins, Jo A
Sent: Tuesday, January 18, 2011 2:12 PM
To: Jones, Jean Y
Subject: FW: West Virginia State Contract: BID CLARIFICATIONS

FYI.....please add to SYSFURN10

From: Julie Frum [mailto:jfrum@franklininteriors.com]
Sent: Friday, January 14, 2011 4:52 PM
To: Adkins, Jo A
Cc: Garry Pyles
Subject: FW: West Virginia State Contract: BID CLARIFICATIONS

Hi Jo Ann,

Thank you for reviewing our bid we will make note of the items that will not be included in the new contract.

Julie Frum
Account Executive

Franklin Interiors
Furnishing Workplace Results

Suite 600
2740 Smallman Street
Pittsburgh, PA 15222-4720
Tel: 304/290-3035 Fax: 412/255-4089
E-mail: jfrum@franklininteriors.com
Website: www.franklininteriors.com

"Satisfaction is your expectation. Exceeding expectations is ours."

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From: Adkins, Jo A [mailto:Jo.A.Adkins@wv.gov]
Sent: Thursday, January 13, 2011 11:34 AM
To: Allyson Rice
Cc: Garry Pyles; Jones, Jean Y; Adkins, Jo A
Subject: FW: West Virginia State Contract: BID CLARIFICATIONS

Allyson,

Please review our findings and respond.

Thank you,

Jo Ann Adkins
Buyer Supervisor

From: Jones, Jean Y
Sent: Wednesday, January 12, 2011 4:24 PM
To: Adkins, Jo A
Subject: FW: West Virginia State Contract: BID CLARIFICATIONS

See my findings :

From: Adkins, Jo A
Sent: Tuesday, January 11, 2011 1:37 PM
To: Jones, Jean Y
Subject: FW: West Virginia State Contract: BID CLARIFICATIONS

From: Allyson Rice [mailto:arice@franklininteriors.com]
Sent: Tuesday, January 11, 2011 1:09 PM
To: Adkins, Jo A
Subject: West Virginia State Contract: BID CLARIFICATIONS

Good morning JoAnn, thank you for contacting us.

I am writing from Franklin Interiors responding to your request for bid clarifications:

- 1.) Amia, Move, Cachet, Leap, Think Cobi, i2i, and Node can all be located in the Nov 2010 Steelcase Seating Pricelist (hard copy and on the purple CD).
Steelcase Seating Catalog was not listed on Exhibit A – Catalog was included with package and included in CD listing. I did find these 8 products listed in this catalog. There are also an additional 10 product lines included in the catalog (**Reply, Jersey, Siento, Protégé, Drive, Ally, Player, Snodgrass, Max and Criterion**) not listed on Exhibit A. According to the SYSFURN10 specifications (page 29) All Catalogs/lines must be on this list. If you are bidding the entire catalog, simply indentify the catalog. Each line in such catalog does not require listing UNLESS the discounts from list vary from line to line. Therefore the 10 “bolded” product lines will not be included with any award.

Exhibit A listed Amia, Move, Cachet, Leap and Think with a 45% discount, while Cibi, i2i and Node were listed with a 40% discount. Thus 2 different discounts within one catalog. OK
- 2.) Softcare folded in the Nurture line, which can be found in the Nurture Pricelist (Vol. 1 and Vol. 2 for Seating and Casegoods)
Was unable to find anything within the 2 Nurture catalogs that mentioned Softcare.
- 3.) Eno is part of Polyvision – I apologize, it is a newer product and may have not been included in the Steelcase Price list – I have attached the pricelist to the email. According to the SYSFURN10 specifications (page 29) All Catalogs/lines must be on this list. If you are bidding the entire catalog, simply indentify the catalog. Each line in such catalog does not require listing UNLESS the discounts from list vary from line to line. ENO will not be included with any award.
- 4.) Bottomline is in the lighting portion of the Answer catalog and can be found on page 600. Underline Task Lights is also in the lighting portion of the Answer pricelist and can be located on page 598 (Nov. 2010 Steelcase Price guide). OK

- 5.) Details pricelist was not available in a hardcopy at that time (I apologize-it was a typo), but is available on the Steelcase Nov 2010 purple Price list CD. OK
- 6.) Pathway's Privacy Walls can be found in Architectural Solutions portion of the Steelcase Nov. 2010 Price CD and in the hardcopy.
Architectural Solutions not listed on Exhibit A, but have catalog and listed on CD. Could not find Pathway listed anywhere in the catalog. Catalog will not be included in the award.
- 7.) Express 12 is the Quick Ship, which mean products will ship in 12 days. Only available for select items and fabrics. OK

Following Catalogs/CD listed, but not listed on Exhibit A.

1. Wood Seating
2. Ellipse
3. AP40
4. Context
5. Montage Solutions
6. Unison
7. Post and Beam Solutions
8. Surface Materials Reference Manual
9. Visual Work Tools

According to the SYSFURN10 specifications (page 29) All Catalogs/lines must be on this list. If you are bidding the entire catalog, simply identify the catalog. Each line in such catalog does not require listing UNLESS the discounts from list vary from line to line. The above nine catalogs will not be included with any award.

Again, thank you for contacting us –
Please let me know if I can be of any more assistance!

Allyson Rice
Sales And Marketing Assistant

Franklin Interiors
Furnishing Workplace Results

Suite 600
2740 Smallman Street
Pittsburgh, PA 15222-4720
Tel: 412/255-3067 Fax: 412/255-4089
E-mail: arice@franklininteriors.com
Website: www.franklininteriors.com

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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN10D							
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