



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.  
 SYSFURN10E

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  
 1

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

## AGENCY COPY

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

VENDOR  
 \*122142334 800-482-1616  
 KIMBALL OFFICE INC  
 1600 ROYAL ST MAIL CODE KO-222  
 JASPER IN 47549-1022

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/27/2011		NET 30		351688210			
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 CHANGE THE VENDOR'S NAME PER THE ATTACHED DOCUMENTATION:							
CHANGE FROM:							
KIMBALL INTERNATIONAL MARKETING							
1600 ROYAL STREET							
JASPER, IN 47549							
TO:							
KIMBALL OFFICE, INC.							
1600 ROYAL STREET							
JASPER, IN 47549							
FEIN: 351688210							
EFFECTIVE DATE OF CHNAGE: 07/01/2011							
***** NO OTHER CHANGES *****							
PREVIOUS PO TOTAL==> OPEN END							
PO NET CHANGE (+)==>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 AUG -1 2011

*Beverly Toler*

*Dwayne Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Chuck Brown* BUYER 42 304-558-8802  
 7/27/11  
 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](http://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.

Kimball Office

1600 Royal Street  
Jasper, IN 47549

o 800.482.1616  
f 812.482.8300

Kimball Office is a unit of Kimball International

RECEIVED  
2011 JUN 27 PM 5:45  
WV 25305-0130

June 20, 2011

Krista S. Ferrell  
State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
PO BOX 50130  
Charleston, WV 25305-0130

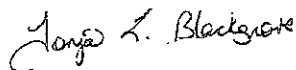
SUBJECT: STATE OF WEST VIRIGINIA – CONTRACT#SYSFURN10E – VENDOR NAME CHANGE

Dear Krista,

This is a request to change our vendor name from Kimball International Marketing, Inc. to Kimball Office Inc, for the State of West Virginia Contract #SYSFURN10E effective July 1, 2011. To support this change of name request is a copy of the State of Indiana Office of the Secretary of State Certificate of Amendment of Kimball International Marketing, Inc.

Should you have questions regarding this request, please call me on telephone number 800.482.1616, ext. 8653.

Sincerely,



Tonja L. Blackgrove  
State Contracts Specialist

cc: Master File

Enclosure(s): State of Indiana Certificate of Amendment

State of Indiana  
Office of the Secretary of State  
CERTIFICATE OF AMENDMENT  
of  
KIMBALL INTERNATIONAL MARKETING, INC.

I, Charles P. White, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

KIMBALL OFFICE INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 01, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 12, 2011

*Charles P. White*

CHARLES P. WHITE,  
SECRETARY OF STATE

APPROVED AND FILED  
CHARLES P. WHITE  
INDIANA SECRETARY OF STATE  
4/12/2011 3:05 PM

**ARTICLES OF AMENDMENT**

Formed pursuant to the provisions of the Indiana Business Corporation Law.

**Article I - ENTITY NAME**

KIMBALL INTERNATIONAL MARKETING, INC.

The name following said transaction will be:  
KIMBALL OFFICE INC.

Creation Date: 8/18/1986

**PRINCIPAL OFFICE ADDRESS**

(CONSENT) 1600 ROYAL ST., JASPER, IN 47549-1001

**REGISTERED OFFICE AND AGENT**

JOHN H KAHLE  
1600 ROYAL ST, JASPER, IN 47546

**OFFICERS AND BOARD OF DIRECTORS**

C. Allen Parker  
Vice President  
1600 Royal Street , Jasper, IN 47549

Donald W. Van Winkle  
Vice President  
1600 Royal Street , Jasper, IN 47549

Douglas A. Habig  
Director  
1600 Royal Street , Jasper, IN 47549

James C. Thyen  
Director  
1600 Royal Street , Jasper, IN 47549

Jeffrey L. Fenwick  
Vice President  
1600 Royal Street , Jasper, IN 47549

John C. Manchir  
Vice President  
1600 Royal Street , Jasper, IN 47549

JOHN H KAHLE  
Secretary  
1600 Royal St., JASPER, IN 47549

Michelle R. Schroeder  
Vice President  
1600 Royal Street , Jasper, IN 47549

R. Gregory Kincer  
Treasurer  
1600 Royal Street , Jasper, IN 47549

Robert F. Schneider  
Vice President  
1600 Royal Street , Jasper, IN 47549

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**GENERAL INFORMATION**

Adoption Date: 4/8/2011  
Effective Date: 7/1/2011  
Electronic Signature: JOHN H KAHLE  
Signator's Title: SECRETARY

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**MANNER AND ADOPTION OF VOTE**

SECTION 1 This amendment was adopted by the Board of Directors or incorporators and shareholder action was not required.



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN10E							
0001		425-94	OFFICE FURNITURE, PANEL SYSTEMS, CH			QTY	DATE
			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