



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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CHANGE ORDER
 5

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.

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

AGENCY COPY

ORDER NUMBER
 *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	
02/01/2013		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 #05				
	TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS, PER THE ATTACHED DOCUMENTATION. EFFECTIVE DATE OF EXTENSION: 02/01/2013 THROUGH: 07/31/2013 PROVIDE THE CURRENT AMENDED PRICE LIST. KIMBALL OFFICE: (A 4% PRICE INCREASE EFFECTIVE: 9/24/12) (EFFECTIVE: 10/15/12) CASEGOODS - FORM NO. PLCA HUM - FORM NO. PLHUM METAL FILING - FORM NO. PLMF PERKS - FORM NO. PLPRK PRIORITY - FORM NO. PLPRI SYSTEMS - FORM NO. PLSYS TABLES - FORM NO. PLTA (EFFECTIVE: 12/17/12)						
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 11 2013 <i>Beverly Toler</i>	
APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL						OPEN END TOTAL	

[Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

[Signature]
 2/05/2013

BY *[Signature]* BUYER 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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VENDOR

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

SHIP TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/01/2013		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				
0001	01/31/2012	JB	425-94		.00000		
KWIK OFFICE - FORM NO. PLKWIK SEATING - FORM NO. PLSE NATIONAL OFFICE FURNITURE: (EFFECTIVE: 10/22/2012) CASEGOODS 1, FORM NO. NPLC1 CASEGOODS 2, FORM NO. NPLC2 SEATING 3, FORM NO. NPLS3 TABLES 4, FORM NO. NPLT4 ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.							
OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC.							

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.

Kimball Office

1600 Royal Street
Jasper, IN 47549

o 800.482.1616
f 812.482.8300

Kimball Office is a unit of Kimball International

January 8, 2013

Mr. Guy Nisbet
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

01/09/13 10:17:31 AM
West Virginia Purchasing Division

Re: SYSFURN10E 2012 Contract Extension through 7/31/13

Dear Mr. Nisbet,

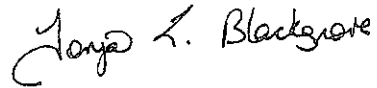
Kimball Office, Inc dba Kimball Office, dba National Office Furniture is pleased to extend our SYSFURN10E contract from February 1, 2013 through July 31, 2013. Please find the signed renewal and affidavit attached.

We would also like to request the contract move to our most current price lists and product offerings. A listing of the current Kimball Office and National Office Furniture price lists has been included. Also included are electronic copies of the price lists on CDs for your review. Our discounts have remained unchanged.

Our goal is to deliver exceptional value to our customers. While the last couple of years have been some of the most challenging times in our industry's history, we have worked extremely hard to continually invest in our company and to bring you new products while controlling our costs. Despite our continuous improvement efforts and supply chain management, commodity costs such as steel, packaging, wood products, textiles, leathers and petroleum-based materials (foams, urethanes, plastics and vinyls) that we use to manufacture our furniture continue to escalate rapidly. Therefore, along with the new product introductions, the Kimball Office product lines include a 4% price increase that was effective on 9/24/12. I have included a copy of the letters sent to our business partners outlining the most recent price increase. National Office Furniture product lines pricing remains the same, but there are new products included in the current price lists.

If you have any questions or concerns, please do not hesitate to contact me at 800-482-1616, ext. 8573 or Tonja.Blackgrove@kimball.com.

Sincerely,



Tonja L. Blackgrove
State Contracts Specialist

cc: Master File

Enclosure(s): Listing of current Price Lists for Kimball Office & National Office Furniture
Signed Renewal
Affidavit
Kimball Office Price Increase notification letter to Business Partners

Kimball Office and National Office Furniture Current Price Lists

Kimball Office: (includes a 4% price increase that was effective on 9/24/12)

Effective 10/15/12

Casegoods – Form No. PLCA
Hum – Form No. PLHUM
Metal Filing – Form No. PLMF
Perks – Form No. PLPRK
Priority – Form No. PLPRI
Systems – Form No. PLSYS
Tables – Form No. PLTA

Effective 12/17/12

Kwik Office – Form No. PLKWIK
Seating – Form No. PLSE

National Office Furniture:

Effective 10/22/12

Casegoods 1, Form No. NPLC1
Casegoods 2, Form No. NPLC2
Seating 3, Form No. NPLS3
Tables 4, Form No. NPLT4



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

Tonja L. Blackgrove
Kimball Office, Inc.
1600 Royal Street
Jasper, In. 47549

Subject: SYSFURN10E

Dear Ms. Blackgrove:

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.

Very truly yours,

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

January 7, 2013

Date

John Manchir

Vice President, Operations
Title

Attachments: Affidavit
Current Registration Information

Please complete and return:

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.

John Manchir January 7, 2013 Date
Name/Signature
John Manchir
Vice President, Operations
Title

Our contact information remains unchanged: Yes No
If no, please provide current contact information:

Contact Information

Contact Name: _____
Phone Number: _____
Fax Number: _____
Email Address: _____