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V E N D O R

FUILIIASE VIUEI State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

SYSFURN02E

PAGE 1

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CORRECT PURCHASE ORDER NUMBER COMMENT PUNCHASE ONDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

ALL STATE AGENCIES

CHANGE ORDER -2

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

Purchasing Division's File Copy

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

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

CAPITOL BUSINESS INTERIORS 711 INDIANA AVENUE CHARLESTON WV

***709040519**

25302

304-343-7551

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BEST WAY DESTINATION		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	PREPAID	MUL-MUL	
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			E ORDER #02		
	TO RENEW AND TO ALL TERMS,	INCREASE THE	ORIGINAL C	ONTRACT ACCOR	DING
	IN THE ORIGIN	IAL CONTRACT	AND ALL AUT	HORIZED CHANG	E
	ORDERS. THE	NEW LIST OF	PRICE BOOKS	ARE ATTACHED	
	THESE REPLACE			KS. DISCOUNT	WY STATE PURCHASING DW
1			*		ADMINISTRATION UNIT CERTIFIED ENCUMBERE
	EFFECTIVE DAT	E OF RENEWAL 08/11/2004	: 08/12/200	3	
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	RENEWALS REMA	INING: 1			•
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				Carrie	
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			PREVIOUS PO	TOTAL==>	.00
			PO INCREASE	=====>	.00

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL BETTY FRANCISCO

304-558-0468

TOTAL

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, this contract is automatically null and void, and is terminated without further order.

711 Indiana Avenue Charleston, WV 25302 304.346.3342 FAX 304.346.3350 http://www.capbizint.com



August 11, 2003

Mrs. Betty Francisco
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

Subject: Sysfurn02E

Dear Betty,

Capitol Business Interiors wishes to renew subject contract for the period of 8/12/03 through 8/11/04.

New price lists are submitted for your consideration that maintains the same discount structure as the original contract.

A no debt affidavit is attached.

Thank you so much,

Kèlli D. Bragg

Capitol Business Interiors

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Product Line	Price Book and Date	End User
Systems Seating	Transitional Price List 03/2003	62
Catalyst	Transitional Price List 03/2003	62
Accolade	Transitional Price List 03/2003	62
Comforto 28 Non-Wood	Seating Price List 03/2003	62
Monaco	Seating Price List 03/2003	62
System 58	Seating Price List 03/2003	62
Tas	Seating Price List 03/2003	62
Rush on above	Rush Price List 03/2003	52%
Improv	Seating Price List 03/2003	E 7
Kinetics Seating	Seating Price List 03/2003	57 47.5
Systems 12	Seating Price List 03/2003 Seating Price List 03/2003	47.5
Systems 28 Wood	Seating Price List 03/2003	57 57
X-99	Seating Price List 03/2003 Seating Price List 03/2003	57
Rush on above	Rush Price List 03/2003	57
Rush on above	Rusii Piice List 03/2003	47%
Wood Seating	Seating Price List 03/2003	47
Wood Seating	Transitional Price List 03/2003	47
Lounge Seating	Seating Price List 03/2003	47
Lounge Seating .	Transitional Price List 03/2003	47
Look	Seating Price List 03/2003	47
Rush on above	Rush Price List 03/2003	37.5
Unigroup Non-wood	Unigroup Price List 03/2003	68
Places Non-wood	Places Price List 03/2003	68
Rush on above	Rush Price List 03/2003	58
Unigroup Full wood	Unigroup Price List 03/2003	47.5
Places Full wood	Places Price List 03/2003	47.5
Rush on above	Rush Price List 03/2003	37.5
Race	Race Price List 03/2003	47.5
Jump Stuff	If/Jump Stuff/Crossings 03/2003	47.5
Lock Program	Lock Program Price List 03/2003	47.5
Crossings	If/Jump Stuff/Crossings 03/2003	47.5
Tactics	Tactics/Kinetics Price List 03/2003	47.5
Kinetics	Tactics/Kinetics Price List 03/2003	47.5
Rush on above	Rush Price List 03/2003	37.5
IF Towers	If/Jump Stuff/Crossings 03/2003	57
IF Files	If/Jump Stuff/Crossings 03/2003	57
950 Series Files	Casegoods, Files and Storage Price List 03/2003	57
Personal Storage Towers	Casegoods, Files and Storage Price List 03/2003	57
Places Freestanding Steel	Casegoods, Files and Storage Price List 03/2003	57
Rush on above	Rush Price List 03/2003	47

Product Line	Price Book and Date	End User
Enhanced Premise Enhanced Premise IF Rush on above	Enhanced Premise Price List 03/2003 Transitional Price List 03/2003 If/Jump Stuff/Crossings 03/2003 Rush Price List 03/2003	64.5 64.5 54.5
Premise Freestanding Rush on above	Enhanced Premise Price List 03/2003 Rush Price List 03/2003	55 45
Sherbrook Orlando Tripoli Varia Places Wood Casegoods Nottingham Vancouver Conference tables Rush on above Anderson Hickey Anderson Hickey Tailgate	Executive Casegoods and Tables 03/2003 Anderson Hickey Price List 01/2003 Anderson Hickey Price List 01/2003 Anderson Hickey Price List 01/2003	47.5 47.5 47.5 47.5 47.5 47.5 47.5 37.5
Nova	Nova Office Solutions Notations 05/2003 Nova Learning Solutions 01/2003	40
Eck Adams	Eck Adams 06/2003	50
Trendway Choices 2 Trendway Seating Trendwall	Choices Price List 02/2003 Seating Price List 03/2003 Trendwall Price List 04/2001	54 54 50
Global Global Tailgate Delivery	Global Price list 05/2003 Global Price list 05/2003	54 57