

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

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

800-624-9751

ALL STATE AGENCIES

G F OFFICE FURNITURE

6655 SEVILLE DRIVE

BY ORDER

\*004151442

#### Purchase Order Purchase Order NO.

SYSFURN020

PAGE 1

BLANKET RELEASE 0.0

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

CHANGE ORDER 2

> SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

### AGENCY COPY

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

CANFIELD OH 44406 BY ORDER DATE PRINTED TERMS OF SALE 09/10/2004 NET30 363710942 SHIP VIA FREIGHT TER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP VENDOR ITEM NO. LINE **UNIT PRICE** DELIVERY DATE CAT. NO. **AMOUNT** ITEM NUMBER CHANGE ORDER #02 TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. PRICE BOOKS COVERED BY THIS CHANGE ORDER THE ARE DETAILED ON THE ATTACHED DOCUMENTATION. WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED EFFECTIVE DATE OF RENEWAL: 08/25/2004 THROUGH 08/24/2005 SEP 2 8 2004 RENEWALS REMAINING: 0 Beverly Toler -END OF CHANGES-PREVIOUS |PO TOTAL==> OPEN PO NET CHANGE (+)==> OPEN END

TOTAL 904-558-0468

AUTHORIZED SIGNATURF

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

## 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.
- **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.

# SYSFURN020 GF OFFICE FURNITURE

Vendor/Contract Number/Contact	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %
GF Office Furniture	GF	Panel Systems (SNAP.GFX.OPS)	6/1/2004 (+5%)	57
James L. Hildebrand, VP Sales & Marketing. 724-658-3634	GF	Desk , Tables, Files/Storage Section 1 Commuter Mobile System	6/1/2004 (+5%)	51
Linda Ingram 800-624-9751 x 310	GF	Desk, Tables, Files/Storage Section II Tables	6/1/2004 (+5%)	51
	GF	Desk, Tables, Files/Storage Section III G3 Desk System	6/1/2004 (+5%)	51
	GF	Desk, Tables, Files/Storage Section IV Stratum Desk System	6/1/2004 (+5%)	51
	GF	Desk, Tables, Files/Storage Section V Files & Storage (Quanturn, Bookcases, & Vertical Files)	6/1/2004 (+5%)	15
		Seating Ergotek; Friday; Goodform II TwoFour; Syntop; Duet Nesting; 40/4 Stacking (excludes 40/4 demi-glaze)	6/1/2004 (+5%)	50
	GF	Seating Giroflex 64; Elan Collection 40/4 demi-glaze	6/1/2004 (+5%)	42
	GF	Seating Worx	6/1/2004 (+5%)	42
	GF	e-Plan Desking System	June 1, 2004	

.



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. SYSFURN020



BLANKET RELEASE 0.0

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

CHANGE ORDER 2

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS** 

\*004151442 800-624-9751 G F OFFICE FURNITURE 6655 SEVILLE DRIVE

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

ALL STATE AGENCIES

BY ORDER

> EZDOR CANFIELD OH 44406 BY ORDER

(	09/10/2004	TERMS OF SALE  NET 30	363710942	FUND
	SHIP VIA F WAY	FOB. DESTINATION	PREPAID I	ACCOUNT NUMBER MUL-MUL
LINE	QUANTITY DELIVERY DATE	UOP VENDOR ITEM N CAT. NO. ITEM NUMBER		AMOUNT
		RECEIPT TICI	FOR PURCHASE ORDER	: SYSFURN020
LINE	CATNO ITEM	NUMBER	DESCRIPTION	QTY DATE
0001	425-94	OFFICE FU	URNITURE, PANEL SYSTEMS	S, CH
		SIGNATURE	DATE	2
APPROVAL	. AS TO FORM IS REQUI			

TOTAL

## 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.