



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.
 SYSFURN07A

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 1

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.

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

VENDOR FOR
 *709055848 304-340-4288
 ACCESS SYSTEMS
 4108 MACCORKLE AVENUE SE
 CHARLESTON WV 25304

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/19/2006		NET 30		550684486			
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				
			EFFECTIVE: 11/01/2006				
			REPLACE EXHIBIT A WITH THE ATTACHED. THIS WAS INADVERTENTLY OMITTED FROM THE ORIGINAL CONTRACT.				
			*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

DEC 26 2006

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 1587 12-19-06

OPEN END

TOTAL

Donna Warkiss
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 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 acceptance 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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

ATTACHMENT A
 SYSFURN07A
 ACCESS SYSTEMS

Rev.12/18/06

Vendor/Contract Number/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %
ACCESS				
SYSFURN07A				
Contract Coordinator: Jack Chandler 4108 MacCorkle Avenue, SE Charleston, WV 25304	Flex-Y-Plan	Modular Furniture Products Factors Desking System Alternatives Modular Surrond Private Office	04/01/2004	50%
Phone# : 304-340-4288 Fax# : 304-340-4293	Flex-Y-Plan	Enphasys/Alternatives	04/01/2004	50%
Toll Free# : 800-442-2446 Email: Jchandler@accesswv.com	Flex-Y-Plan	System 4	04/01/2004	50%
Labor Rate	Flex-Y-Plan	Palisade	04/01/2004	50%
\$30.00	Flex-Y-Plan	Quick Ship - Emphasys/Factors	04/01/2004	50%
Design Fee	Flex-Y-Plan / CMR Case Works	CME Case Works	08/01/2006	50%
\$30.00				



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07A							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		425-94		OFFICE FURNITURE, PANEL SYSTEMS, CH		_____	_____
SIGNATURE _____				DATE _____			

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE