### **Purchase Order**

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

BLANKET RELEASE 00

PURCHASE ORDER NO.

SYSFURN07B

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

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.

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SEE REVERSE SIDE FOR **TERMS AND CONDITIONS** 

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\*709040519 304-343-7551 CAPITOL BUSINESS INTERIORS 711 INDIANA AVENUE

CHARLESTON WV 25302 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

200000		1000000	
DATE PRINTED 11/28/2007	TERMS OF SALE NET 30	FEIN/SSN 550422766	FUND
SHIP.VIA BEST WAY	F.O.B DESTINATION	PREPAID	ACCOUNT NUMBER MUL-MUL
LINE QUANTITY DELIVERY DATE C	UOP VENDOR ITEM NO. CAT.NO. ITEM NUMBER	UNIT PRICE	AMQUNT
	,	:	
	CHANGE ORI	DER #04	
	ORDER PROVIDES A CONE PROVIDED ON CH	CORRECTED EXHIBIT A HANGE ORDER #03.	TO
EFFECTIVE:	11/01/2007	:	
******	** NO ADDITIONAL (	CHANGES ********	***
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		PURCHASING DIVISION CERTIFIED ENCUMBERED	
		DEC 0 3 2007	
		Gadkins	
	1	OUS PO TOTAL==> I CHANGE (+)==>	OPEN END
F APPROVAL AS TO FORM IS REQ	UIRED BY ATTORNEY GENERAL,	CHECK HERE 11/29/0	OPEN END
		• /	

BY\_

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

Maskeld

JO ANN ADKIN

TOTAL 304-558-8802

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 or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 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 may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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 SYSFURN07B CAPITOL BUSINESS INTERIORS

Vendor/Contract Number/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %
Capitol Business Int				
SYSFURN07B		A A STATE OF THE S		
	AIS	MWALL	2006	55.0%
Contract Coordinator:	AIS	MATRIX	2006	55.0%
Kelli Bragg	AIS	A02	2006	55.0%
rom bragg	AIS	DiVi	2007	55.0.%
711 Indiana Avenue	INDIANA	INDIANA PRICE LIST	03/01/2007	52.0%
Charleston, WV 25302	GLOBAL	DESKS, TABLES AND FILING	02/01/2007	52.0%
Charleston, VVV 2002	GLOBAL	SEATING	02/01/2007	52.0%
Phone# : 304-343-7551	EVOLVE	EVOLVE	02/01/2007	52.0%
Fax# : 304-346-3350	GLOBAL	GLOBALCARE	12/01/2006	40.0%
Toll Free# : 1-800-628-7880	ST. TIMOTHY	ST. TIMOTHY	01/16/2006	50.0%
Email: kbragg@ntelos.net	ST. TIMOTHY	SUPPLEMENTAL	06/11/2007	50.0%
Erraii. Kbragg@ritelos.riet	ST. TIMOTHY	SUPPLEMENTAL	06/12/2006	50.0%
	ST. TIMOTHY	ASAP QUICK SHIP	01/16/2006	50.0%
	ST. TIMOTHY	CLASSICS	01/16/2006	50.0%
Labor Rate:	STATESVILLE CHAIR CO.	STATESVILLE CHAIR	09/01/2006	50.0%
\$30/hr	LACASSE	OFFICE FURNITURE SOLUTIONS	01/01/2007	47.0%
Design Fee:	LACASSE	UNITED CHAIR	01/01/2007	50.0%
\$30/hr	LACASSE	AVENUE	01/01/2007	50.0%
ψοσπι	LACASSE	NVISION	06/01/2007	50.0%
	LACASSE	QUORUM MULTICONFERENCE	03/01/2007	47.0%
	MAGNUSON GROUP	MAGNUSON GROUP	07/01/2007	30.0%
	RIGHT ANGLE	ERGONOMIC PRODUCTS	01/01/2007	50.0%
	RIGHT ANGLE	RA / RSTYLE	01/01/2007	50.0%
	HON	BASYX	07/01/2007	30.0%
	HON	GROUP PRICE LIST	07/01/2007	45.0%
	HAWORTH	LIFESPACE USA	10/14/2006	18.0%
	HAWORTH	LIFESPACE MONDRI	10/14/2006	18.0%
	HAWORTH	LIFESPACE PRAIRIE	10/14/2006	18.0%
	HAWORTH	LIFESPACE KYOTO	10/14/2006	18.0%
	HAWORTH	LIFESPACE SOLID PANELS	10/14/2006	18.0%
	HAWORTH	LIFESPACE ELECTRICAL	10/14/2006	18.0%
	HAWORTH	LIFESPACE BAHAU	10/14/2006	18.0%
	HAWORTH	LIFESPACE EMPIRE	10/14/2006	18.0%
	HAWORTH	LIFESPACE LUNE	10/14/2006	18.0%
	HAWORTH	LIFESPACE EXPRESS	10/14/2006	18.0%
	HAWORTH	LIFESPACE CONNECTORS	10/14/2006	18.0%
	HAWORTH	LIFESPACE ACCESSORIES	10/14/2006	18.0%
	HAWORTH	ACCESS FLOORING	10/14/2006	0.0%
	HAWORTH	CASEGOODS/FILES AND STORAGE	04/01/2007	57.0%
	HAWORTH	COMPOSE	10/14/2006	62.0%
	HAWORTH	IF/JUMPSTUFF/CROSSINGS	10/14/2006	45.0%
	HAWORTH	MASTERS SERIES	10/14/2006	50.0%
	HAWORTH	TECRETE	02/01/2007	0.0%
		POWER WEB	10/14/2006	0.0%
	HAWORTH	SEATING	08/01/2007	57.0%
	HAWORTH	SEATING/WOOD ONLY ***	08/01/2007	50.0%
	HAWORTH			50.0%
	HAWORTH	TRANSITIONAL	10/14/2006	1
	HAWORTH	UNIGROUP	10/14/2006	70.0%
	HAWORTH	UNIGROUP ADDENDUM	10/14/2006	70.0%
	HAWORTH	YORK ADDENDUM	10/14/2006	50.0%
	HAWORTH	ADDAPTABLE COMPONENTS	10/14/2006	70.0%

#### ATTACHMENT A SYSFURN07B CAPITOL BUSINESS INTERIORS

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Humber/contact information					
	HAWORTH	ZODY ONLY	08/01/2007	52.0%	
	HAWORTH	VOICE AND DATA	10/14/2006	0.0%	
	HAWORTH	UNIGROUP TOO	10/14/2006	70.0%	
	HAWORTH	TACTICS/KINETICS	10/14/2006	45.0%	
		PLANES	09/01/2007	45.0%	
	HAWORTH	RACE	10/14/2006	57.0%	
		PLACES ADDENDUM	10/14/20006	70.0%	
	HAWORTH	PLACES	10/14/2006	70.0%	
	HAWORTH	PLACES/ FULL WOOD ONLY ***	10/14/2006	45.0%	
	HAWORTH	MONITOR ARMS	10/14/2006	45.0%	
	HAWORTH	LOCKS	10/14/2006	30.0%	
	HAWORTH	ENHANCED PREMISE / MOXIE	10/14/2006	70.0%	
	HAWORTH	ADAPTABLE COMP. ADDENDUM	10/14/2006	70.0%	
	HAWORTH	WOOD CASEGOODS	10/14/2006	50.0%	
	HAWORTH	ALL PRICE LISTS RUSH PRODUCT **	10/14/2006	50.0%	
	ERGOGENSIS	BODYBUILT ERGONOMIC SEATING	02/23/2006	50.0%	
** DENOTES THAT ALL HAWORTH PRODUCT THAT IS AVAILABLE ON RUSH IS DISCOUNTED AT 50% OFF OF LIST PRICE.					
THE QUICK SHIP PRODUCT IS NOTED IN PRICE LISTS BY A BLACK DIAMOND.					
*** DENOTES THAT THIS PORTION WITHIN THE PRICE LIST IS AT A DIFFERENT DISCOUNT					
ALL FILE CABINETS ON THIS CONTRACT ARE GRADE A.					

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BY ORDER

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BY ORDER

DATE PRINTED 11/28/2007	NET 30	FEIN/SSN 550422766	FUND
SHIP VIA BEST WAY	F.O.B DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL
EINE QUANTITY DELIVERY DATE C	UOP VENDOR ITEM NO CAT:NO ITEM NUMBER	UNIT PRICE	AMOUNT
	RECEIPT TICK	ET FOR PURCHASE ORDER	: SYSFURNO7B
LINE CATNO ITEM	NUMBER	DESCRIPTION	QTY DATE
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	SIGNATURE	DAT	Ξ
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IF APPROVAL AS TO FORM IS REQU	UIRED BY ATTORNEY GENERAL, O	CHECK HERE	TOTAL

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