



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.  
 SYSFURN07C

PAGE  
 1

BLANKET RELEASE  
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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.

CHANGE ORDER  
 5

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

**AGENCY COPY**

VENDOR

\*709044350 304-344-1231  
 CONTEMPORARY GALLERIES OF WV I  
 1210 SMITH STREET  
 CHARLESTON WV 25301

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/12/2008		NET 30		550564447			
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							
THIS CHANGE ORDER PROVIDES A CORRECTED EXHIBIT A FOR SYSFURN07C - EFFECTIVE NOVEMBER 1, 2008.							
***** NO ADDITIONAL CHANGES *****							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 19 2008 <i>Beverly Toler</i>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

*11/12/08*

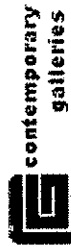
OPEN END  
 TOTAL

*David Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 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 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



Contemporary Galleries  
EXHIBIT A  
SYSFURN07 - RENEWAL (2008-2009)

November 01, 2008

Vendor/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount
<b>Vendor:</b> Contemporary Galleries	HERMAN MILLER	Action Office System	August 04, 2008 (CD)	68%
	HERMAN MILLER	Ethospace System	August 04, 2008 (CD)	68%
<b>Contract Coordinator:</b>	HERMAN MILLER	Prospects System	August 04, 2008 (CD)	68%
Jennifer B. Kirkpatrick	HERMAN MILLER	Passage Desking System	August 04, 2008 (CD)	45%
	HERMAN MILLER	Resolve System	August 04, 2008 (CD)	45%
<b>Address:</b>	HERMAN MILLER	Meridian 5000 Series Furniture	August 04, 2008 (CD)	48%
1210 Smith Street	HERMAN MILLER	My Studio Environments	August 04, 2008 (CD)	45%
Charleston, WV 25301	HERMAN MILLER	Vivo Interiors	August 04, 2008 - Published November 2008(CD)	68%
	HERMAN MILLER	Eames Desk & Storage Units	August 04, 2008 (CD)	35%
<b>Phone# :</b> (304) 344-1231	HERMAN MILLER	BE Collection	August 04, 2008 (CD)	53%
	HERMAN MILLER	Arrio Teardrop Table	August 04, 2008 (CD)	64%
<b>Fax# :</b> (304) 344-1262	HERMAN MILLER	Avive Table Collection	August 04, 2008 (CD)	68%
	HERMAN MILLER	CLT Tables	August 04, 2008 (CD)	40%
<b>Toll Free# :</b> (800) 292-6984	HERMAN MILLER	Eames Tables	August 04, 2008 (CD)	48%
	HERMAN MILLER	Q-Tables	August 04, 2008 (CD)	60%
<b>Email:</b> jblcontgal@netscape.net	HERMAN MILLER	Occasional Tables	August 04, 2008 (CD)	35%
	HERMAN MILLER	Burdick Group Tables	August 04, 2008 (CD)	48%
<b>Labor Rate:</b> \$30.00 /HR	HERMAN MILLER	The Intersect Portfolio	August 04, 2008 (CD)	43%
		Intersect product except Celeste & Caper Seating		
<b>Weekend/after 5PM - \$45.00/HR</b>	HERMAN MILLER	Tenneo Storage	August 04, 2008 (CD)	40%
<b>Design Fee:</b> \$30.00 /HR	HERMAN MILLER	Quadrant Filing & Storage	August 04, 2008 (CD)	
		Quadrant Lateral Files (B-Front & F-Front only) - CLASS A		45%
<b>Signature</b>		Quadrant Pedestals (B-Front & F-Front only) CLASS A		68%
Jennifer B. Kirkpatrick	HERMAN MILLER	Tu Filing & Storage	August 04, 2008 (CD)	64%
<b>Print Name</b>	HERMAN MILLER	Meridian Lateral Files - CLASS A	August 04, 2008 (CD)	48%
<b>Sales / Design</b>	HERMAN MILLER	Meridian Pedestals & Pedastools	August 04, 2008 (CD)	48%
<b>Title</b>	HERMAN MILLER	Meridian Storage Cases, Bookcases & Flex Storage Cabinets	August 04, 2008 (CD)	48%
<b>Vendor:</b> Contemporary Galleries	HERMAN MILLER			



Contemporary Galleries  
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November 01, 2008

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	HERMAN MILLER	Meridian Stackable Storage Cabinets	August 04, 2008 (CD)	48%
	HERMAN MILLER	Meridian Storage Towers	August 04, 2008 (CD)	48%
	HERMAN MILLER	Meridian Vertical Files	August 04, 2008 (CD)	48%
	HERMAN MILLER	Ambi Chairs	August 04, 2008 (CD)	53%
	HERMAN MILLER	Aeron Chairs	August 04, 2008 - Published October 2008(CD)	45%
	HERMAN MILLER	Aside Chairs	August 04, 2008 (CD)	48%
	HERMAN MILLER	Caper Chairs	August 04, 2008 (CD)	45%
	HERMAN MILLER	Celeste Seating	August 04, 2008 (CD)	45%
	HERMAN MILLER	Celle Chairs	August 04, 2008 - Published October 2008(CD)	45%
	HERMAN MILLER	Classic Seating	August 04, 2008 (CD)	45%
	HERMAN MILLER	Equa 2 Chairs	August 04, 2008 (CD)	53%
	HERMAN MILLER	Ergon 3 Chairs	August 04, 2008 (CD)	53%
	HERMAN MILLER	Limerick Chairs	August 04, 2008 (CD)	48%
	HERMAN MILLER	Mirra Chairs	August 04, 2008 (CD)	45%
	HERMAN MILLER	Reaction Chairs	August 04, 2008 (CD)	48%
	HERMAN MILLER	Embody Chairs	August 04, 2008 - Published October 2008(CD)	34%
	HERMAN MILLER	Abak Collection	August 04, 2008 (CD)	43%
	HERMAN MILLER	Eames Hang-It-All Rack	August 04, 2008 (CD)	35%
	HERMAN MILLER	Eames Molded Plywood Folding Screen	August 04, 2008 (CD)	35%
	HERMAN MILLER	Casework	August 04, 2008 (CD)	47%
	HERMAN MILLER	Co/Struc System	August 04, 2008 (CD)	47%
	HERMAN MILLER	Procedure/Supply Carts	August 04, 2008 (CD)	10%
	HERMAN MILLER EAGLE	EAGLE - MHC Price List	January 2008	50%
	HERMAN MILLER WALL	Movable Walls - V-Wall / M-Wall	September 04, 2001 (CD)	0%
Vendor: Contemporary Galleries	BAKER	M Collection Freestanding Tables & Stanchions	August 04, 2008 (CD)	48%



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	BRETTFORD	Basics Retail Pricer	10-06-08	45%
	BRETTFORD	Liquid Workspace Price List	April 21, 2008 - Attachment Effective October 06, 2008	45%
	BRETTFORD	Meeting & Training Price List	April 21, 2008 - Attachment Effective October 06, 2008	45%
	BRETTFORD	Library Systems Price List	10-06-08	45%
	CAROLINA (an OFS company)	Product Guide	June 11, 2007 - Plus 3.5%	37%
	FIRST OFFICE	2007 Pricelist	December 03, 2007 - Plus 3.5%	48%
	ISE	Healthy Computing - Pricing Guide	November 01, 2007 - Plus 5%	40%
	LA Z BOY Contract Furniture	Business & Healthcare Pricelist	October 15, 2008	48%
	LOEWENSTEIN	Pricelist 2007	April 01, 2007 - Plus 14%	45%
	OFFICE SPECIALTY	Filing & Storage - CLASS B	August 01, 2008 (CD)	37%
	OFS	Casegoods Price List	June 11, 2007 - Plus 3.5%	48%
	OFS	Conference Price List	June 11, 2007 - Plus 3.5%	48%
	OFS	Seating Price List	June 11, 2007 - Plus 3.5%	48%
	OFS	Elements & Swank	May 05, 2008 - Plus 3.5%	48%
	SIT ON IT	Price List	October 01, 2008 (CD)	48%
	SIT ON IT ALLIANCE	Instant Seating Price List	2008 (CD)	48%
	VERSTEEL	Tables	May 01, 2007 - Plus 10%	40%
	VERSTEEL	Seating	May 01, 2007 - Plus 10%	40%
Vendor: Contemporary Galleries	WORKSTREAM	The Workstream Collection Price List	February 01, 2008 - Plus 8% Effective 10-01-08	48%



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BLANKET/RELEASE 00

CHANGE ORDER 5

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DATE PRINTED TERMS OF SALE FEIN/SSN FUND

11/12/2008 NET 30 550564447

SHIP VIA FOB DESTINATION PREPAID MUL-MUL

LINE QUANTITY UOP VENDOR ITEM NO UNIT PRICE AMOUNT

0001 425-94 0001 OFFICE FURNITURE, PANEL SYSTEMS, CH DATE

LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE	AMOUNT
0001	425-94	0001	OFFICE FURNITURE, PANEL SYSTEMS, CH			
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07C						
SIGNATURE _____ DATE _____						
TOTAL						

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

BY \_\_\_\_\_

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE