



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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CHANGE ORDER
 6

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.

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

VENDOR
 *709044350 304-344-1231
 CONTEMPORARY GALLERIES OF WV I
 1210 SMITH STREET

 CHARLESTON WV 25301

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/30/2009		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 #06							
TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL. EFFECTIVE DATE OF EXTENSION: 11/01/2009 THROUGH 05/31/2010 *****NO OTHER CHANGES*****							
						PURCHASING DIVISION CERTIFIED ENCUMBERED NOV 16 2009 <i>Kimberly D. H.</i>	
				PREVIOUS PO TOTAL==>		OPEN END	
				PO NET CHANGE (+)==>			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Seamus J. Whitefield

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, the State may deem this contract null and void, and terminate such contract 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."



JOE MANCHIN III
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

September 10, 2009

Paul Santer
Contemporary Galleries
1210 Smith St.
Charleston, WV 25301

Subject: SYSFURN07C

Dear Mr. Santer:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are November 1, 2009 through May 31, 2010. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

JoAnn Adkins / Senior Buyer
304/558-8802

Attachment

We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Name/Signature

9/21/09
Date

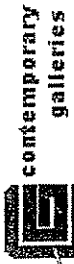
DIRECTOR OF SALES
Title

RECEIVED
2009 SEP 22 AM 9:46
WV PURCHASING
DIVISION

Effective November 1, 2009.

Contract #: SYSFURN09C. Contemporary Galleries.

Factory	Sell	Price List in Effect
First Office	48%	January 1, 2009
	"	
	"	
Loewenstein	45%	January 1, 2009
	"	
	"	
Office Specialty	37%	August 1, 2008
OFS	48%	June 11, 2007+3.5%
	"	<u>Casegoods</u> : June 11, 2007+3.5%
	"	<u>Seating</u> : June 11, 2007+3.5%
	"	<u>Conference</u> : June 11, 2007+3.5%
	"	<u>Elements & Swank</u> : May 5, 2008 + 3.5%
	"	
	"	
	"	
SifOnIt	48%	April 15, 2009
	"	
Versteel	40%	<u>Tables and Seating</u> : January 1, 2009 +5%
	"	
Carolina Business Furniture	37%	June 11, 2007 + 3.5%
	"	
	"	
	"	
	"	
	"	
	"	
	"	
	"	
	"	



Contemporary Galleries
EXHIBIT A
SYSFURN07 - RENEWAL (2009-2010)

November 01, 2009

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Client Discount
Vendor: Contemporary Galleries	HERMAN MILLER	Action Office System	August 04, 2008 (CD)	68%
	HERMAN MILLER	Ethospace System	August 04, 2008 - Published January 2009 (CD)	68%
Contract Coordinator:	HERMAN MILLER	Prospects System	August 04, 2008 (CD)	68%
Jennifer B. Kirkpatrick	HERMAN MILLER	Passage Desking System	August 04, 2008 - Published August 2009 (CD)	45%
	HERMAN MILLER	Resolve System	August 04, 2008 - Published October 2009 (CD)	45%
Address:	HERMAN MILLER	Meridian 5000 Series Furniture	August 04, 2008 - Published October 2009 (CD)	48%
1210 Smith Street	HERMAN MILLER	My Studio Environments	August 04, 2008 - Published September 2009 (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%
Phone# : (304) 344-1231	HERMAN MILLER	BE Collection	August 04, 2008 - Published September 2009 (CD)	53%
	HERMAN MILLER	Arrio Teardrop Table	August 04, 2008 (CD)	64%
Fax# : (304) 344-1262	HERMAN MILLER	Avive Table Collection	August 04, 2008 - Published September 2009(CD)	68%
	HERMAN MILLER	CLT Tables	August 04, 2008 - Published June 2009 (CD)	40%
Toll Free# : (800) 292-6984	HERMAN MILLER	Eames Tables	August 04, 2008 - Published September 2009 (CD)	48%
	HERMAN MILLER	Q-Tables	August 04, 2008 - Published August 2009 (CD)	60%
Email: jblcontgal@netscape.net	HERMAN MILLER	Occasional Tables	August 04, 2008 - Published October 2009 (CD)	35%
	HERMAN MILLER	Burdick Group Tables	August 04, 2008 (CD)	48%
Labor Rate: \$30.00 /HR	HERMAN MILLER	The Intersect Portfolio	August 04, 2008 - Published August 2009 (CD)	43%
Weekend/after 5PM - \$45.00/HR		Intersect product except Celeste & Caper Seating		

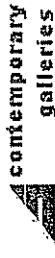
SYSFURN07 - RENEWAL (2009-2010)

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog/Identifier	Client Discount
Design Fee: \$30.00 /HR	HERMAN MILLER	Tenneo Storage	August 04, 2008 - Published May 2009(CD)	40%
Signature	HERMAN MILLER	Quadrant Filing & Storage	August 04, 2008 - Published February 2009 (CD)	
Jennifer B. Kirkpatrick		Quadrant Lateral Files (B-Front & F-Front only) - CLASS A		45%
Print Name	HERMAN MILLER	Quadrant Pedestals (B-Front & F-Front only) CLASS A		68%
Sales / Design	HERMAN MILLER	Tu Filing & Storage	August 04, 2008 - Published August 2009 (CD)	64%
Title	HERMAN MILLER	Meridian Lateral Files - CLASS A	August 04, 2008 - Published November 2009 (CD)	48%
Vendor: Contemporary Galleries	HERMAN MILLER	Meridian Pedestals & Pedastools	August 04, 2008 - Published November 2009 (CD)	48%
		Meridian Storage Cases, Bookcases & Flex Storage Cabinets	August 04, 2008 - Published November 2009 (CD)	48%
	HERMAN MILLER	Meridian Stackable Storage Cabinets	August 04, 2008 - Published November 2009 (CD)	48%
	HERMAN MILLER	Meridian Storage Towers	August 04, 2008 - Published November 2009 (CD)	48%
	HERMAN MILLER	Meridian Vertical Files	August 04, 2008 - Published November 2009 (CD)	48%
	HERMAN MILLER	Ambi Chairs	August 04, 2008 - Published September 2009 (CD)	53%
	HERMAN MILLER	Aeron Chairs	August 04, 2008 - Published December 2008(CD)	45%
	HERMAN MILLER	Aside Chairs	August 04, 2008 - Published September 2009 (CD)	48%
	HERMAN MILLER	Caper Chairs	August 04, 2008 - Published September 2009 (CD)	45%
	HERMAN MILLER	Celeste Seating	August 04, 2008 - Published September 2009 (CD)	45%

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Client Discount
	HERMAN MILLER	Celle Chairs	August 04, 2008 - Published August 2009 (CD)	45%
	HERMAN MILLER	Classic Seating	August 04, 2008 - Published July 2009(CD)	45%
	HERMAN MILLER	Equa 2 Chairs	August 04, 2008 - Published September 2009 (CD)	53%
	HERMAN MILLER	Ergon 3 Chairs	August 04, 2008 - Published June 2009 (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 June 2009 (CD)	34%
	HERMAN MILLER	Abak Collection	August 04, 2008 - Published October 2009 (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 - Published August 2009 (CD)	47%
	HERMAN MILLER	Co/Struc System	August 04, 2008 - Published August 2009 (CD)	47%
	HERMAN MILLER	Procedure/Supply Carts	August 04, 2008 - Published January 2009 (CD)	10%
	HERMAN MILLER EAGLE ALLIANCE	EAGLE - MHC Price List	January 2008 - Plus 5% - http://publications.ingagepublication.com/EAGLEMHC2008PRICELIST/	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 - Published September 2009 (CD)	48%

SYSFURN07 - RENEWAL (2009-2010)

Vendor/Contact/Information	Manufacturer	Model/Line/Product	Catalog Identifier	Client Discount
	BRETTFORD	Basics Retail Pricer	01-01-09 - Plus 5% (CD)	45%
	BRETTFORD	Liquid Workspace Price List	01-01-09 - Plus 5% (CD)	45%
	BRETTFORD	Meeting & Training Price List	01-01-09 - Plus 5% (CD)	45%
	BRETTFORD	Library Systems Price List	01-01-09 - Plus 5% (CD)	45%
	CAROLINA (en OFS)	Product Guide	June 11, 2007 - Plus 3.5%	37%
	FIRST OFFICE	2009 Pricelist		48%
	ISE	Product Pricing Guide	2009 - Plus 5%	40%
	LA Z BOY	Business & Healthcare Pricelist	September 01, 2009 (CD) - Plus 5%	48%



Contemporary Galleries
EXHIBIT A
SYSFURN07 - RENEWAL (2009-2010)

November 01, 2009

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Client Discount
	OFFICE SPECIALTY	Filing & Storage - CLASS B	August 01, 2008	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	Element & Swank (insert)	May 05, 2008 - Plus 3.5%	48%
	SIT ON IT	Price List	November 02, 2009 (CD)	48%
	VERSTEEL	Tables	January 01, 2009 - Plus 5%	40%
	VERSTEEL	Seating	January 01, 2009 - Plus 5%	40%
Vendor: Contemporary Galleries	WORKSTREAM	The Workstream Collection Price List	October 01, 2008 (CD) - Plus 5%	48%



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LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07C							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	425-94		OFFICE FURNITURE, PANEL SYSTEMS, CH		_____	_____	
		SIGNATURE	_____		DATE	_____	
						TOTAL	

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE