



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:
 SYSFURN07G

PAGE
 1

BLANKET RELEASE:
 00

CHANGE ORDER:
 3

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.

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

AGENCY COPY

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

*122142334 800-482-1616
 KIMBALL INTERNATIONAL MARKETIN
 1600 ROYAL ST
 JASPER IN 47549

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
06/20/2007	NET 30	351688210			
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 #03		
	TO ADD THE FOLLOWING PRICELIST TO KIMBALL OFFICE SYSTEMS PRICE BOOK.				
	KIMBALL XSITE PRODUCT LINE PRICE LIST. 02/07				
	KIMBALL INTERWORKS PROUDUCT LINE PRICE LIST. 02/07				
	EFFECTIVE: MARCH 22, 2007				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN END	
			PO NET CHANGE (+)==>		
					OPEN END
					TOTAL

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUN 25 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *6/20/07*

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802

BY *[Signature]*
 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.
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 ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.



1600 Royal Street Jasper, IN 47549
Telephone 812.482.1600

March 22, 2007

Ms. JoAnn Adkins
Department of Administration
Purchasing Division
2019 Washington St., East
Charleston, WV 25315

RE: SYSFURN07 – Contract Update

Dear Ms. Adkins:

Enclosed are two copies of the 2007 commercial Kimball Office price lists for your files. These are being submitted to you for State Term Contract # SYSFURN07G. These pricelists contain pricing equivalent to the 10/16/06 pricing currently on contract. These however were not published at the time of the price changes. Per your conversation with Mickie Emmons, the Systems price book now contains our Xsite product line as well as enhancements to the Interworks line which is now called Interworks EQ. We request that these be accepted to our contract.

Also please change the contract administrator for this contract from Mickie Emmons to Kiersten Knies:
Kiersten Knies
Contract Administration Specials
1600 Royal Street
Jasper, IN 47549
800.482.1616 ext 6792
Fax: 812.481.6174
kiknies@kimball.com

If you have any questions regarding the contact change, the pricelists or the enhancements, please feel free to contact me at 800.482.1616 ext 6792 or kiknies@kimball.com.

Sincerely,

Kiersten Knies
Contract Administration Specialist

cc: Reggie Staples
WV file

Enclosures:

PRICE LIST NAME & ID & DATE

Kimball Office Casegoods & Tables, PLCATA Ver. 0207
Kimball Office Metal Filing & Storage, PLMF Ver. 0207
Kimball Office Systems, PLSYS Ver. 0207
Kimball Office Seating, PLSE Ver. 0207
Kimball Office Kwik Office, PLKWIK Ver. 0207

RECEIVED
2007 MAR 23 A 9:08
PURCHASING DIVISION
STATE OF WV



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INVOICE TO

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 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*122142334 800-482-1616
 KIMBALL INTERNATIONAL MARKETIN
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SHIP TO

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07G				
LINE	CATNO	ITEM	NUMBER		DESCRIPTION	QTY	DATE
0001	425-94				OFFICE FURNITURE, PANEL SYSTEMS, CH		
		SIGNATURE _____		DATE _____			

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE