



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:  
 SYSFURN07H

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  
 3

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

## AGENCY COPY

VENDOR

\*612140807      800-454-9796  
 KI KREUGER INTERNATIONAL  
 PO BOX 8100  
  
 GREEN BAY WI 54308-8100

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/25/2007		NET 30		391375589			
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				
			THIS CHANGE ORDER IS TO REMOVE WOOD RESIDENCE HALL FURNITURE. PLEASE REFER TO ATTACHED LETTER.				
			***** NO ADDITIONAL CHANGES *****				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 OCT 29 2007  
*Beverly Toler*

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

*J 10/26/07*

OPEN END

TOTAL

JO ANN ADKINS      304-558-8802

BY *[Signature]*  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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

**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 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



WORKING  
FOR  
YOU

■ October 1, 2007

Dear KI Customer:

As the market leader in education, KI regularly assesses the needs of our customers and analyzes our comprehensive product portfolio. As a result of this process, KI has made the strategic decision to discontinue marketing and manufacturing its wood residence hall products. These lines include Madison, Lexington, Winchester, Sustain and Trendmaster.

While we are discontinuing the manufacturing of solid wood residence hall furniture, KI will continue to manufacture metal furniture for residence halls.

We will also close our manufacturing facility in Madisonville, Kentucky by the end of this year. Library furniture that had been manufactured at Madisonville will be produced at another manufacturing site.

We will work closely with our facilities and supplier partners to ensure a seamless transition for our customers. We will also honor all warranty obligations with the discontinued product lines. If you have any questions, please contact your local KI sales representative or customer service representative.

On behalf of all of us at KI, thank you for your business. We look forward to continuing our commitment and leadership in the education market by bringing you products and ideas that bring value to your organization.

Sincerely,

Rod Ganiard  
President

RECEIVED  
2007 OCT 17 A 9:45  
PURCHASING DIVISION  
STATE OF WV

KI  
1330 Bellevue Street  
P.O. Box 8100  
Green Bay, WI 54308-8100

Tel 920-468-8100  
Fax 920-468-0280  
www.ki.com



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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SYSFURN07H							
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