## **Purchase Order**

SHIP

Ť



BY ORDER

APPROVED AS TO FORM BY

ASSISTANT ATTORNEY GENERAL

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

PURCHASE ORDER NO. SYSFURN10B PAGE

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED

BLANKET RELEASE 00

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.

CHANGE ORDER

3

SEE REVERSE SIDE FOR CONDITIONS

VENDOR

N V O

Ţ

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

CHARLESTON WV 25302

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

PURCHASING DIVISION AUTHORIZED SIGNATURE

	DATE PRINTED	i i i i i i i i i i i i i i i i i i i	IMS OF SALE	FEIN/	SSN	FUND	
	04/10/2012	NET	30	550422766			
SHIP VIA			F.O.B	FREIGHT TERMS		ACCOUNT NUM	MER
BF	ST WAY		INATION	PREPAI	D	MUL-MUL	
LINE	QUANTITY DELIVERY DATE	UOP CAT.NO.	VENDOR ITEM NO. ITEM NUMBER	UN	IT PRICE	AMOUNT	
<u></u>			CHANGE ORD	ER #03			
	TO RENEW THE CONDITIONS, ORIGINAL CON ORDERS.	PRICES 2	AND SPECIFIC	CATIONS CON	TAINED IN	MS, THE	
	EFFECTIVE DA THROUGH	ATE OF R		/01/2012			
	RENEWALS REN	AAINING:	1				
	PROVIDE THE SEE THE REVI			2	/01/2012	PURCHASIN CERTIFIED EN APR 1	CUMBERED 7 2012
	*******	**** NO	ADDITIONAL	CHANGES **	*****	Beverly ****	Toler
		INR		JS PO TOTAL CHANGE (+)		n end	
F APPRO	ONE PERMIS REC	WIELD BY ATT	FORNEY GENERAL, C	HECK HERE	Nofic	OPEN END	
	Ullin I IV	ς.	•			TOTAL	

## 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 16. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 17. ANTITRUST: In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



25

A DIVISION OF CHAMPION INDUSTRIES, INC. В Discount % To Catalog Identifier Model/Line/ Product Manufacturer the State 2 1/1/2009 40.0% RECEPTION DESK ARNOLD 3 1/1/2012 40.0% COURTROOM FURNITURE ARNOLD 4 5 52.0% 1/16/2012 INDIANA PRICE LIST **INDIANA** 6 7 52.0% 1/1/2012 LAMINATE DESKS, MOD FURN. TABLES AND FILES **GLOBAL** 8 52.0% 1/1/2012 SEATING GLOBAL 9 52.0% 6/1/2011 EVOLVE **GLOBAL** 10 52.0% 3/1/2011 **GLOBALCARE GLOBAL** 11 52.0% 1/1/2011 WOOD VENEER DESKS AND STORAGE **GLOBAL** 12 13 14 6/13/2011 50.0% ST. TIMOTHY ST. TIMOTHY 15 50.0% 6/13/2011 SUPPLEMENTAL ST. TIMOTHY 16 50.0% 1/3/2011 CLASSICS + 5% ST. TIMOTHY 17 18 50.0% 1/1/2009 UNITED CHAIR LACASSE 19 50.0% 12/1/2011 UNITED CHAIR AFFINITY LACASSE 20 50.0% 5/1/2010 NVISION **LACASSE** 21 45.0% 1/1/2012 QUORUM MULTICONFERENCE LACASSE 22 45.0% 1/1/2012 RECEPTION FURNITURE LACASSE 23 45.0% 1/1/2012 C.I.T.E. FURNITURE SYSTEM LACASSE 24 45.0% 1/1/2012 OFFICE FURNITURE SOLUTIONS LACASSE



	A DIVISION OF CHAMPION IM	<del>резтица и</del> с В	С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1				
26	LACASSE	THINK SMART	1/1/2012	45.0%
27	LACASSE	CONCEPT 300	1/1/2012	45.0%
28				
29	RIGHT ANGLE	ERGONOMIC PRODUCTS	9/1/2010	50.0%
30				45.00/
31	HON	VOI	11/1/2011	45.0%
32	HON	10500 SHARED COMPONENTS	10/1/2011	45.0%
33	HON	10700 LAMINATE COMPONENTS	10/1/2011	45.0%
34	HON	ABOUND PRICE LIST	9/1/2011	45.0%
35	HON	ACCESSORIES PRICE LIST	9/1/2011	45.0%
36	HON	VENEER DESKING PRICE LIST	9/1/2011	45.0%
37	HON	EDUCATION PRICE LIST	9/1/2011	45.0%
38	HON	SEATING PRICE LIST	9/1/2011	45.0%
39	HON	STORAGE PRICE LIST	9/1/2011	45.0%
40	HON	TABLES PRICE LIST	9/1/2011	45.0%
41	HON	WORKSTATIONS PRICE LIST	9/1/2011	45.0%
42				00.00/
43	HAWORTH	LOCKS	9/1/2011	30.0%
44	HAWORTH	STEEL CASEGOODS AND FILES	5/1/2011	57.0%
45	HAWORTH	ORLANDO LS	5/1/2011	45.0%
46	HAWORTH	ORLANDO	5/1/2011	45.0%
47	HAWORTH	SEATING	5/1/2011	57.0%
48	HAWORTH	** WOOD/LOUNGE SEATING IN SEATING PRICE LIST	5/1/2011	45.0%
49	HAWORTH	**ZODY SEATING IN SEATING PRICE LIST	5/1/2011	52.0%



	A DIVISION OF CHAMPION INDUSTRIES, INC Δ	В	С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1		THE PROPERTY OF THE PROPERTY O	5/1/2011	50.0%
50	HAWORTH	***VERY SEATING IN SEATING PRICE LIST	5/1/2011	65.0%
51	HAWORTH	COMPOSE SYSTEMS	5/1/2011	70.0%
52	HAWORTH	PREMISE		57.0%
53	HAWORTH	RACE	5/1/2011	
54	HAWORTH	UNIGROUP TOO	5/1/2011	70.0%
55	HAWORTH	ERGONOMIC WORK TOOLS	4/1/2010	45.0%
56	HAWORTH	TABLES	5/1/2011	45.0%
57	HAWORTH	EXECUTIVE WOOD TABLES	3/1/2010	45.0%
58	HAWORTH	MASTERS SERIES WOOD	5/1/2011	45.0%
59	HAWORTH	MASTERS SERIES LAMENA	5/1/2011	45.0%
60	HAWORTH	TRIPOLI	5/1/2011	45.0%
61	HAWORTH	VANCOUVER	5/1/2011	45.0%
62	HAWORTH	YORK	5/1/2011	45.0%
63	HAWORTH	VOICE DATA	8/30/2008	45.0%
64	HAWORTH	HEALTHCARE / UNICELL	5/2011 - 9/2011	40.0%
65	HAWORTH	PATTERNS	5/1/2011	45.0%
66	HAWORTH	TECRETE	10/1/2011	LIST
67	HAWORTH	COMPOSE WOOD STORAGE	5/1/2011	65.0%
68	HAWORTH	6-2-2 POWER	10/1/2010	70.0%
69	HAWORTH	RUSH		50.0%
70	HAWORTH	PLACES WOOD CASEGOODS	5/1/2011	50.0%
71	HAWORTH	RESIDE DESKING	5/1/2011	45.0%
72	HAWORTH	HAWORTH COLLECTION	5/1/2011	25.0%
	HAWORTH	BESIDE STORAGE	5/1/2011	45.0%
73 74	HAWORTH	COMPOSE WOOD STORAGE LAMINATE	1/1/2012	45.0%



	A DIVISION OF CHAMPION INDUSTRIES, INC.	В	C	· D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1			5/4/0044	57.0%
75	HAWORTH	PLACES TOO	5/1/2011	57.076
76		NEUTRAL POOTURE RETAIL PRICE LIST	7/22/2011	45.0%
77	NEUTRAL POSTURE	NEUTRAL POSTURE RETAIL PRICE LIST	772272011	10.070
78	TENNOO	LOCKER PRICE LIST	6/1/2011	30%
79	TENNSCO TENNSCO	OFFICE PRODUCTS PRICE LIST	6/1/2011	30%
80 81	TENNSCO	SHOP EQUIPMENT PRICE LIST	6/1/2011	30%
82	TENNSCO	SHELVING PRICE LIST	6/1/2011	30%
83	TENNSCO	TECHNICAL WORKSTATION PRICE LIST	6/1/2011	30%
84	TEIMOOO			
85	LEGACY	LEGACY PRICE LIST + 3.5%	1/1/2012	40%
86				
87	HUMANSCALE	SEATING	8/1/2011	40%
88				
89				
90	WRIGHTLINE	WRIGHTLINE PRICE LIST	2011	LIST
91				
92	SPACESAVER	SPACESAVER	2/1/2012	LIST
93				
94	SYSTEM 2/90	COMMERCIAL PRICE LIST	9/1/2011	30%
95	SYSTEM 2/90	MODULAR ESSENTIALS	9/1/2011	30%
96	SYSTEM 2/90	FLX SIGN	6/1/2011	30%
97	SYSTEM 2/90	ARC ESSENTIALS	9/1/2011	30%



	http://www.cbiwv.com  A DIVISION OF CHAMPION INDUSTRIES, INC.  B		С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1				
98				
99	CHROMECRAFT	CHROMECRAFT PRICE LIST	3/1/2011	50%
100	CHROMECRAFT	Q AND A COLLECTION	4/1/2011	50%
101				
102	STANCE	STANCE HEALTHCARE	2011	30%
103				
104	FURNITURE LAB	FURNITURE LAB PRICE LIST	2011	40%
105		·	0040	30%
106	RT. LONDON	RT LONDON PRICE LIST	2012	30%
107		ORCHESTRA COLLECTION	2012	30 /8
108			11/1/2009	40%
109	NOVA	NOVA PRICE LIST	11/1/2009	7070
110				
111			2012	LIST%
112	SIMO	IMX	2012	40%
113	SIMO	EVO	2012	LIST
114	SIMO	IMT	2012	40%
115	SIMO	SEATING AND OCASSIONAL TABLES	2012	40%
116	SIMO	STORM	2012	40%
117	SIMO	WORKS CASEGOODS	2012	4070
118			7/1/2010	40%
119	NEVERS	AMERICANA ADDENDUM COLORCOAT BASES		40%
120	NEVERS	AMERICANA CONTEMPORARY OFFICE TYPICALS	12/1/2011	40%
121	NEVERS	AMERICANA COMTEMPORARY/TRADITIONAL LAMINATE	12/1/2011	4070



•	A DIVISION OF CHAMPTON IN	DOST PARS, TINC. B	С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1			10/1/0014	40%
122	NEVERS	AMERICANA CONTEMPORARY OFFICE	12/1/2011	
123	NEVERS	AMERICANA CONTEMPORARY RECEPTION STATION	2/1/2011	40%
124	NEVERS	TELEPRESENCE COLLECTION	2009	40%
125	NEVERS	EVENTI	12/1/2011	40%
126	NEVERS	SIMPLE	12/1/2011	40%
127				
128	PATRICIAN	PATRICIAN PRICE LIST	1/1/2012	40%
129	· · · · · · · · · · · · · · · · · · ·			
130	ALLSEATING	ALLSEATING COLLECTION & ANATOME	2011	40%
131				
132				
133	KRUEGER INTERNATIONAL	KI FIXED SEATING AND TABLES	1/4/2012	40%
134	KRUEGER INTERNATIONAL	KI U-SERIES STORAGE	1/4/2012	40%
135	KRUEGER INTERNATIONAL	KI GENIUS DESKING	1/4/2012	40%
136	KRUEGER INTERNATIONAL	KI SITE FURNISHINGS	1/4/2012	40%
137	KRUEGER INTERNATIONAL	KI CROSSROADS	1/4/2012	40%
138	KRUEGER INTERNATIONAL	KI VENEER CASEGOODS	1/4/2012	40%
139	KRUEGER INTERNATIONAL	KI STACK AND GUEST SEATING	1/4/2012	40%
140	KRUEGER INTERNATIONAL	KI HEALTHCARE SEATING	1/4/2012	40%
141	KRUEGER INTERNATIONAL	KI MULTIPLE SEATING	1/4/2012	40%
142	KRUEGER INTERNATIONAL	KI POWERED TABLES	1/4/2012	40%
143	KRUEGER INTERNATIONAL	KI FOLDING TABLES	1/4/2012	40% 40%
144	KRUEGER INTERNATIONAL	KI 700 SERIES DESKING	1/4/2012	
145	KRUEGER INTERNATIONAL	KI 700 SERIES FILES AND STORAGE	1/4/2012	40%
146	KRUEGER INTERNATIONAL	KI E SERIES FILES AND STORAGE	1/4/2012	40%
147	KRUEGER INTERNATIONAL	KI GENIUS WALL	1/1/2012	40%
148	KRUEGER INTERNATIONAL	KI TRUE DESKING	1/4/2012	40%



	A DIVISION OF CHAMBION INDUSTRIE	В	С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1	KOLIFOED INTERNATIONAL	KI SYSTEM 3000 PANEL SYTEM	1/4/2012	40%
149	KRUEGER INTERNATIONAL KRUEGER INTERNATIONAL	KI WIREWORKS PANEL SYSTEM	1/4/2012	40%
150		KI RESIDENCE HALL FURNISHINGS	1/4/2012	40%
151	KRUEGER INTERNATIONAL KRUEGER INTERNATIONAL	KI TASK SEATING	1/4/2012	40%
152	KRUEGER INTERNATIONAL KRUEGER INTERNATIONAL	KI FOLDING CHAIRS AND STOOLS	1/4/2012	40%
153		KI LOBBY AND LOUNGE SEATING	1/4/2012	40%
154	KRUEGER INTERNATIONAL	KI CONTRACT TABLES	1/4/2012	40%
155	KRUEGER INTERNATIONAL	KI OCCASSIONAL TABLES	1/4/2012	40%
156	KRUEGER INTERNATIONAL	KI ACCESSORIES	1/4/2012	40%
157	KRUEGER INTERNATIONAL	KI WORKZONE	1/4/2012	40%
158	KRUEGER INTERNATIONAL	KI ALL TERRAIN FILES AND STORAGE	1/4/2012	40%
159	KRUEGER INTERNATIONAL	KI SMART TOUCH	1/4/2012	40%
160	KRUEGER INTERNATIONAL		1/4/2012	40%
161	KRUEGER INTERNATIONAL	KI DANTE CASEGOODS	1/4/2012	40%
162	KRUEGER INTERNATIONAL	KI UNITE	1/4/2012	40%
163	KRUEGER INTERNATIONAL	KI PROSPER PANEL SYSTEM	1/4/2012	40%
164	KRUEGER INTERNATIONAL	KI CLASSROOM COLLECTIONS	1/4/2012	40%
165	KRUEGER INTERNATIONAL	KI CLASSROOM TABLES AND CHAIRS	1/4/2012	40%
166	KRUEGER INTERNATIONAL	KI TORSION AIR	1/4/2012	40%
167	KRUEGER INTERNATIONAL	KI ARISTOTLE CASEGOODS	1/11/2012	40%
168	KRUEGER INTERNATIONAL	LEARN2 SEATING	1/11/2012	7070
169				
170				
171			7/1/2011	40%
172	TRENDWAY	FILING AND STORAGE	// // // // // // // // // // // // //	70/0
173				
174			7/1/2011	40%
175	TRENDWAY	SEATING	(/1/2011	HU 70
176			7/4/00/14	40%
177	TRENDWAY	FREESTANDING	7/1/2011	4070
178				
179				



	A A DIVISION OF CHAMINON INDUSTRIES, INC. B		С	D
	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount % To the State
1	TOTALDIALAY	ARCHITECTURAL WALL	7/1/2011	40%
180	TRENDWAY	ARCHITECTORAL VVALL		
181				
182	TDEMOVA(A)	PACK	7/1/2011	40%
183	TRENDWAY	FAUN		
184				
185		SYSTEMS AND TABLES	7/1/2011	40%
186 187	TRENDWAY	SYSTEMS AND TABLES SYSTEMS ADDENDUM	7/1/2011	40%
187			8/1/2011	40%
188	TRENDWAY	TRIG		
189		ELECTIMOOD PRICE LIST	2010	40%
190	FLEETWOOD	FLEETWOOD PRICE LIST		!
191				
192				
193		THE PERSON CASESCOOPS AND SEATING	1/1/2012	40%
194	INWOOD	RECEPTION, CASEGOODS AND SEATING	17 1720 12	
195				
196				
197				
198			7/1/2011	45%
199	SPEC	SPEC PRICE LIST	7/1/2011	TO /0