



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.
 SYSPURN10D

PAGE
 1

BLANKET RELEASE
 00

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

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

AGENCY COPY

VENDOR
 *825111055 412-255-4056
 FRANKLIN INTERIORS IN
 2740 SMALLMAN ST STE 600
 PITTSBURGH PA 15222

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/04/2013		NET 30		251681259			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MULT-MULT.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #03							
TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS.							
EFFECTIVE DATE OF EXTENSION: 02/01/2013 THROUGH 07/31/2013							
CURRENT AMENDED PRICELIST EFFECTIVE: 02/01/2013							
ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.							
BACKGROUND CHECK: IN ACCORDANCE WITH W. VA. CODE 15-2D-3, THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES MAY REQUIRE ANY SERVICE PROVIDER WHOSE EMPLOYEES ARE REGULARLY EMPLOYED ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR WHO HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION TO SUBMIT TO A FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY							
PREVIOUS PO TOTAL==> OPEN END							
PO NET CHANGE (+)==>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						FEB 12 2013	

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

OPEN END

TOTAL

BUYER #2
 2/4/2013

304-558-8802

BY PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

Purchase Order



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

PURCHASE ORDER NO.
 SYSFURN10D

PAGE
 2

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

*825111055 412-255-4056
 FRANKLIN INTERIORS IN
 2740 SMALLMAN ST STE 600
 PITTSBURGH PA 15222

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/04/2013		NET 30		251681259			
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				
	THROUGH THE STATE REPOSITORY. THE SERVICE PROVIDER IS RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH THE FINGERPRINT-BASED STATE AND FEDERAL BACKGROUND INQUIRY.						
	AFTER THE CONTRACT FOR SUCH SERVICES HAS BEEN APPROVED, BUT BEFORE ANY SUCH EMPLOYEES ARE PERMITTED TO BE ON THE GROUNDS OR IN THE BUILDINGS OF THE CAPITOL COMPLEX OR HAVE ACCESS TO SENSITIVE OR CRITICAL INFORMATION, THE SERVICE PROVIDER SHALL SUBMIT A LIST OF ALL PERSONS WHO WILL BE PHYSICALLY PRESENT AND WORKING AT THE CAPITOL COMPLEX TO THE DIRECTOR OF THE DIVISION OF PROTECTIVE SERVICES FOR PURPOSES OF VERIFYING COMPLIANCE WITH THIS PROVISION.						
	THE STATE RESERVES THE RIGHT TO PROHIBIT A SERVICE PROVIDER'S EMPLOYEES FROM ACCESSING SENSITIVE OR CRITICAL INFORMATION OR TO BE PRESENT AT THE CAPITOL COMPLEX BASED UPON RESULTS ADDRESSED FROM A CRIMINAL BACKGROUND CHECK.						
	SERVICE PROVIDERS SHOULD CONTACT THE WEST VIRGINIA DIVISION OF PROTECTIVE SERVICES BY PHONE AT (304) 558-9911 FOR MORE INFORMATION.						

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

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.



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25306-9130

ROSS TAYLOR
ACTING CABINET SECRETARY
DAVID TINCHER
DIRECTOR

December 19, 2012

Mike Pawelec
Franklin Interiors, Inc.
2740 Smallman Street Ste. 600
Pittsburg, PA. 15222

SECOND REQUEST

Subject: SYSFURN10D

Dear Mr. Pawelec:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extended dates are February 01, 2013 through July 31, 2013. If your company agrees to this renewal, 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.

Sincerely,

Guy Nisbet
Senior Buyer
304.558.8802

01/30/13 01:29:37 PM
West Virginia Purchasing Division

Attachment

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

Michael Daniels
Name/Signature

1/18/13
Date

Account Executive
Title

EXHIBIT A - SYSFURN10

Vendor/Contact Information	Manufacturer	Model/Line/Product	Catalog Identifier	Discount %
	Steelcase	Steel Products	Dec-12	50%
Vendor: Franklin Interiors	Steelcase	Series 9000/ Avenir	Dec-12	50%
	Steelcase	Answer, Universal WS, Universal Peds, Criterio	Dec-12	50%
	Steelcase	Express 12 for above	Dec-12	50%
	Steelcase	Amia, Move, Cachet, Leap, Think	Dec-12	45%
Contract Coordinator: Garry Pyles	Steelcase	Express 12 for above	Dec-12	40%
	Steelcase	Bottomline/Underline Task Lights	Dec-12	40%
	Steelcase	Cobi, i2i, node	Dec-12	40%
Address: 2740 Smallman Street	Steelcase	c:scape	Dec-12	40%
Pittsburgh, PA 15222	Steelcase	Meda:lounge, Media tables	Dec-12	35%
	Steelcase	Pathways Privacy Walls,	Dec-12	35%
	Steelcase	Verb	Dec-12	40%
Phone #: 412-261-2525	Steelcase	ENO	Dec-12	35%
	Steelcase	Turnstone	Dec-12	50%
Fax #: 412-255-4089	Steelcase	Steelcase wood including EE 6	Dec-12	40%
	Steelcase	Express 12 for above	Dec-12	35%
Toll Free #: 1-800-371-5001	Steelcase	Nurture- Casegoods	Dec-12	40%
	Steelcase	Nurture- Seating	Dec-12	37%
Email: gpyles@franklininteriors.com	Steelcase	Softcare	Dec-12	37%
	Steelcase	Coalesse/Vecta, Brayton, Metro	Dec-12	40%
Labor Rate: \$50.00	Steelcase	Express 12 for above	Dec-12	35%
	Steelcase	Details	Dec-12	35%
Design Fee: \$50.00	JSI	all products	Feb-12	40%
	Community; CD	& all products	2011	40%
	DMI	all products	Jan-13	45%
	Friant	System 1&2	2010/2011	50%
	Izzy; be here Fri;	all products	7/1/2012 Revised 9/1/2012	35%
	Fixtures	all products	7/1/2012 Revised 9/1/2012	35%
	Hag	all products	7/1/2012 Revised 9/1/2012	35%
Franklin Interiors	Harter	all products	7/1/2012 Revised 9/1/2012	35%
	Ideon	all products	Oct-12	40%

EXHIBIT A - SYSFURN10

	9 to 5 Seating	all products	Dec-11	45%
	Thonet & Howe	all products	Jul-11	35%
	Falcon	all products	Jun-12	35%
	Wieland	all products	Jan-13	40%
	Fairfield	all products	Oct-12	40%
	Marvel	all products	Jan-13	45%
	Office Star	all products	Jan-13	40%
	Paoli	all products	1/27/2013	45%
Signature:				
Print Name:				
Title:				