



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. |
|--------------------|
| MOTL06A            |

| PAGE |
|------|
| 1    |

| BLANKET RELEASE |
|-----------------|
|                 |

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 |
|--------------|
| 2            |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

## AGENCY COPY

NOTICE TO

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

VENDOR

\*109153023      304-658-4796  
 HAWKS NEST STATE PARK FOUNDATI  
 PO BOX 822  
 ANSTED WV 25812

SHIP TO

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

| DATE PRINTED  | TERMS OF SALE | FEIN/SSN      | FUND             |  |        |
|---|---------------|---------------|------------------|--|--------|
| 03/21/2007  | NET 30        | 550737688     |                  |  |        |
| 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 #02 |  |        |
| TO CANCEL CONTRACT/PURCHASE ORDER IN ITS ENTIRETY.<br>AWARDED INCORRECTLY<br><br>THIS CONTRACT SHALL BE REAWARDED AS MOTL07AH<br><br>EFFECTIVE DATE OF CANCELLATION: MARCH 12, 2007.<br><br>***** NO ADDITIONAL CHANGES ***** |               |               |                  |  |        |
|   |               |               |                  | PURCHASING DIVISION<br>CERTIFIED ENCUMBERED<br><br>MAR 27 2007<br><br><i>Beverly Toler</i> |        |

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

**OPEN END**

**TOTAL**

*Dawn E. Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

*JJ 3/21/07*  
 BY *Karen [Signature]* 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 acceptance 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, 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 §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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|              | DELIVERY DATE | CAT. NO.      | ITEM NUMBER     |                                    |  |                |  |
| 0001         |               |               | 962-43          | HOTEL/MOTEL ACCOMODATIONS          |  | MOTL06A        |  |
|              |               |               |                 | SIGNATURE _____                    |  | DATE _____     |  |
|              |               |               |                 | RECEIPT TICKET FOR PURCHASE ORDER: |  | MOTL06A        |  |
|              |               |               |                 | DESCRIPTION                        |  | QTY      DATE  |  |

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**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE