

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
 MOTL10AK

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

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*B06132204 304-263-8811
 RODEWAY INN
 94 MCMILLAN CT
 MARTINSBURG WV 25404

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
12/12/2009		NET 30		204792650			
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				
0001	12/31/2010	JB	962-43		.00000		
	HOTEL/MOTEL	ACCOMODATIONS					
			PRICE AGREEMENT				
			BLANKET STATEWIDE CONTRACT				
			AGREEMENT ON PRICE FOR HOTEL/MOTEL SERVICE WITHIN THE STATE OF WEST VIRGINIA FOR OFFICIAL BUSINESS TRAVEL ONLY TO ALL STATE AGENCIES, POLITICAL SUBDIVISIONS AND GOVERNMENT ENTITIES.				
			EFFECTIVE: JANUARY 1, 2010 THROUGH DECEMBER 31, 2010				

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JAN 11 2010
Beverly Tolson

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *12/24/09*

OPEN END
 TOTAL

APPROVED FOR ONE FISCAL YEAR
[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY 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 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, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

RESERVATION TRACKING: The Motel/Hotel will track reservations that are consumed and will provide quarterly documentation to the State of West Virginia upon written request.

ACCOUNTABILITY: Both the Motel/Hotel and the State of West Virginia will inform all necessary individuals of this agreement. The State of West Virginia will make all reasonable efforts to inform any individuals and departments which may place up to 114 reservations of the special rates and this agreement.

TERMS AND CONDITIONS OF CONTRACT: Either party may terminate this agreement for any reason by stating intent in writing at least 30 days in advance of the proposed termination date.

This contract becomes effective January 1, 2010 and extends through and including December 31, 2010, for a period of one (1) year or until such "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 day's written notice.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

CANCELLATION: The director of purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

RENEWAL: This contract may be renewed upon the mutual written agreement of the parties within (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods

OPEN MARKET CLAUSE: The director of purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work.)

BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

PURCHASING CARD ACCEPTANCE: The state of West Virginia currently utilizes a Visa Purchasing Card Program which is issued through a bank. The successful vendor must accept the state of West Virginia Visa Purchasing Card for payment of all orders placed by any state agency as a condition of award.

AGREEMENT: This agreement supersedes any prior agreement. This document represents the total agreement between the State of West Virginia and Rodeway Inn Martinsburg. Signatures indicate understanding, acceptance, and empowerment of the aforementioned by the parties.

Do you agree to extend your rates to employees of the other 49 States'? Yes No

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as cd-rom.

If you are not currently registered with West Virginia's Purchasing Division as a vendor, you must register in order to provide services. You must complete the WV-1A form, however for motel and hotel use, the \$125 registration fee is not applicable. The vendor registration forms can be found at <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>. If you have questions or need to request that a copy be sent to you, please call Jeanne Barnhart at 304-558-2311.

ACCEPTED BY:

Rodeway Inn Martinsburg Charrise Reed
(MOTEL/HOTEL) (CONTACT NAME - PLEASE PRINT CLEARLY)

94 McMillan Ct. Charrise Reed
(ADDRESS) (SIGNATURE)

Martinsburg WV 25404 10-8-09
(CITY, STATE ZIP) (DATE)

20-4792650 304-263-8811
(FEIN #) (PHONE)

304-263-0538
(FAX)



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0001		962-43	HOTEL/MOTEL ACCOMODATIONS		_____	_____	
SIGNATURE _____					DATE _____		
							TOTAL

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BY _____
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