



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.  
 MOTL10Z

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

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

VENDOR  
 \*709052040 304-765-5055  
 SUTTON FLATWOODS DAYS INN  
 2000 SUTTON LANE  
 SUTTON WV 26601

SHIP TO  
**AGENCY COPY**  
 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		550625778			
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	
						<i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED FOR  
 ONE FISCAL YEAR  
*Joann Adkins*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Joann 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."

**AGREEMENT - MOTL10**

**AGREEMENT:** This agreement between Sutton Place Days Inn and the State of West Virginia serves the purpose of providing the employees of the State of West Virginia guest rooms for state business travel purposes only. This agreement is for guest rooms for the year 2010. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

**(2010) Motel/Hotel Published Rates:**

<u>Room Types</u>	<u>Rates</u>
Kings	\$ <u>94.96</u>
Double/Doubles	\$ <u>91.73</u>
Singles	\$ <u>81.55</u>

**Negotiated Rate for State of West Virginia**

<u>Room Types</u>	<u>Rates</u>
Kings	\$ <u>79.00</u>
Double/Doubles	\$ <u>74.00</u>
Singles	\$ <u>69.00</u>

RECEIVED  
 2009 NOV - 5 AM 9:30  
 WV PURCHASING  
 DIVISION

These rates are net non commissionable and are subject to all state and local occupancy taxes in effect at the time of arrival.

**RATE AVAILABILITY:** The above quoted negotiated rate will be subject to last room availability. **Blackout dates, if any:** 7/1/10 -> 8/1/10 and during special event dates

**EFFECTIVE DATES:** January 1, 2010 through and including December 31, 2010. Only exceptions are the Blackout dates listed above.

**ELIGIBILITY:** This rate will be available to all employees and guests of the **State of West Virginia** and affiliate companies as named by the State; In order to receive this special rate, all callers must identify themselves with the **State of West Virginia and the Department they represent. The Motel/Hotel reserves the right to verify their employment with the State.**

These rates are only valid for transient business or groups consuming nine rooms or less per night. All groups in excess of nine rooms per night will be negotiated independently.

**RESERVATIONS/PAYMENT:** Reservations may be made by contacting the Motel/Hotel directly at telephone (304) \_\_\_\_\_ and identify the State of West Virginia / Department to acquire this special rate.

All reservations are held until 6:00 p.m. on the day of arrival unless guaranteed for late arrival. Methods of guarantee include any major credit card or cash payment of the first night's room and tax. Guaranteed reservations that are not canceled with the Motel/Hotel by 6:00 p.m. on the day of arrival will be charged the first night's room and tax.

Unless otherwise stipulated, full payment of room, tax and incidental charges will be the full responsibility of the individual guest(s). If desiring direct bill privileges, the Motel/Hotel must receive a signed request and approval from the person, and/or, department reserving the rooms.

**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 10 reservations of the special rates and this agreement. (Please contact the conference coordinator for large groups)

**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 Sutton/Flatwoods Apts Inn. 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 X 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:

Sutton/Flatwoods Days Inn  
(MOTEL/HOTEL)

Dan Skidmore  
(CONTACT NAME - PLEASE PRINT CLEARLY)

2000 Sutton Lane  
(ADDRESS)

  
(SIGNATURE)

Sutton, WV 26601  
(CITY, STATE ZIP)

10/7/09  
(DATE)

550625778  
(FEIN # - Federal Employer Identification Number)

304-765-5055  
(PHONE)

dan@flatwoods.com  
(E-MAIL)

304-765-2067  
(FAX)



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APPROVED BY

\*709052040      304-765-5055  
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RECEIPT TICKET FOR PURCHASE ORDER:					MOTL10Z		
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	962-43		HOTEL/MOTEL ACCOMODATIONS				
SIGNATURE _____					DATE _____		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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