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. MOTEL04EE

PAGE 1

04 D36 R694

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

Purchasing Division's File Copy

VENDOR

*113101415 304-367-1370
COMFORT INN & SUITES FAIRMONT
1185 AIRPORT RD

FAIRMONT WV 26554

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
02/05/2004	NET 30	550772182	
SHIP VIA	**F.O.B.**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT. NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
0001	03/01/2004	JB	962-43	.00000	

HOTEL/MOTEL ACCOMODATIONS

PRICE AGREEMENT

AGREEMENT ON PRICE FOR HOTEL/MOTEL SERVICES WITHIN THE STATE FOR OFFICIAL BUSINESS TRAVEL ONLY. SEE THE ATTACHED AGREEMENT.

CHANGE THE FIRST SENTENCE OF THE RENEWAL CLAUSE FROM: "THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTING TO THE DIRECTOR OF PURCHASING (30) DAYS PRIOR TO THE EXPIRATION DATE."

TO: "THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES WITH A (30) DAY NOTICE PRIOR TO THE EXPIRATION DATE."

WV STATE PURCHASING DIVISION
ADMINISTRATION UNIT
CERTIFIED ENCUMBERED
FEB 12 2004
Beverly Toler

MICROFILMED
APR 01 2004

ENTERED

OPEN END

TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐ EW 2/4/4

APPROVED FOR ONE FISCAL YEAR

Dawne Wayfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

EVAN WILLIAMS 304-558-2316

BY Evan Williams 2/5/04

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 or 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.

AGREEMENT: This agreement between COMFORT INN & SUITES FAIRMONT 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 2004. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

2003 Hotel Published Rates:

Room Types	**Rates**
Kings	$ 69
Double/Doubles	$ 69
Singles	$ 69

Negotiated rate for State of West Virginia

Room Types	**Rates**	
Kings	$ 49	One to four guests to a room
Double/Doubles	$ 49	One to four guests to a room
Singles	$ 49	One to four guests to a room

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:*** WVU FOOTBALL GAMES

EFFECTIVE DATES: January 1, 2004 through and including December 31, 2004. 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 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 hotel directly at telephone (304) 367 1370 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 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 hotel must receive a signed request and approval from the person/and or department reserving the rooms.

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

ACCOUNTABILITY: Both the 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 _____reservations of the special rates and this agreement.

RENEWAL: This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitting to the Director of Purchasing (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.

TERMS OF CONTRACT/CANCELLATION: 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 on January 1, 2004 and extends through and including December 31, 2004 (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 days written notice.

AGREEMENT: This agreement supersedes any prior agreement. This document represents the total agreement between the State of West Virginia and COMFORT INN & SUITES FAIRMONT Signatures indicate understanding, acceptance and empowerment of the aforementioned by the parties.

ACCEPTED BY:

HOTEL REPRESENTATIVE/TITLE HOSH PATEL

(PLEASE PRINT)

(SIGNATURE)

12/9/03

(DATE)

304 367 1370 / 304 367 1806

PHONE / FAX