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.	PAGE
MOTL06QQ	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
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

VENDOR

*128104501 304-292-8200
HOTEL MORGAN CO LLC
127 HIGH STREET

MORGANTOWN WV 26505

SHIP TO

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AND POLITICAL SUBDIVISIONS
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BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
02/22/2007	NET 30	550756580	
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
			CHANGE ORDER #01		
			TO RENEW AND DECREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. THE CONTRACT (UNIT PRICE, HOURLY RATES, ANNUAL FEE, ETC.) IS DECREASED AS DEFINED IN THE ATTACHED DOCUMENTATION.		
			EFFECTIVE DATE OF RENEWAL: 01/01/2007 THROUGH 12/31/2007.		
			RENEWALS REMAINING: 1		
			********** NO ADDITIONAL CHANGES **********		
			PREVIOUS PO TOTAL==>		
			PO NET CHANGE (+)==>		

PURCHASING DIVISION
CERTIFIED ENCUMBERED
MAR 12 2007
Beverly Toler

OPEN END

TOTAL

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

APPROVED FOR ONE FISCAL YEAR
Dawn E. Warfield
APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY Karen Burns 3/6/07
BETTY FRANCISCO 304-558-0468
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.

Agreement Addendum
For 2007 Rates

AGREEMENT: This agreement between Historic Clarion Hotel Morgan 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 2007. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

(2006) Hotel Published Rates:

Room Types	Rates
Kings	$ 99-169
Double/Doubles	$ 99-169
Singles	$ 99-169

Negotiated Rate for State of West Virginia

Room Types	Rates
Kings	$ 76
Double/Doubles	$ 76
Singles	$ 76

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 special Events

EFFECTIVE DATES FOR RATES QUOTED: January 1, 2007 through and including December 31, 2007. 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) 292-6200 and identify the State of West Virginia / Department to acquire this special rate.

Agreement Addendum
For 2007 Rates

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.

Historic Clarion Hotel Morgan
(HOTEL/MOTEL)

Andrew Wharton
(PLEASE PRINT CLEARLY)

(SIGNATURE)

1/23/07
(DATE)

(304) 292-8200 (PHONE)

(888) 241-7944 (FAX)

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			RECEIPT TICKET	FOR PURCHASE ORDER:	MOTL06QQ
LINE	CATNO	ITEM NUMBER		DESCRIPTION	QTY DATE
0001	962-43		HOTEL/MOTEL	ACCOMODATIONS	_____ _____
		SIGNATURE	_____	_____ DATE	_____

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TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE