



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.
 MOTL06ZZ

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
 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

I N V O I C E T O
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R
 *119153913 304-723-5522
 KG HOTEL PARTNERS LLC
 350 THREE SPRINGS DRIVE
 WEIRTON WV 26062

S H I P T O
AGENCY COPY
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|------------|----------------|--|
| 02/14/2007 | | NET 30 | | 311520254 | | | |
| 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 #01 | | | | |
| | TO RENEW AND INCREASE 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 INCREASED AS DEFINED IN THE ATTACHED DOCUMENTATION. | | | | | | |
| | EFFECTIVE DATE OF RENEWAL: 01/01/2007 THROUGH 12/31/2007. | | | | | | |
| | RENEWALS REMAINING: 1 | | | | | | |
| | ***** NO ADDITIONAL CHANGES ***** | | | | | | |
| | PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 12 2007 <i>Beverly Toler</i> | | | | | | |
| | PREVIOUS PO TOTAL==> PO NET CHANGE (+)==> | | | | | | |

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

APPROVED FOR ONE FISCAL YEAR
Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

OPEN END TOTAL
 BY *Betty Francisco*
 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 The Holiday Inn-Weirton 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:

| <u>Room Types</u> | <u>Rates</u> |
|-------------------|--------------------------|
| Kings | \$ <u> </u> |
| Double/Doubles | \$ <u>99.99 - 104.99</u> |
| Singles | \$ <u>99.99 - 104.99</u> |

Negotiated Rate for State of West Virginia

| <u>Room Types</u> | <u>Rates</u> |
|-------------------|----------------------|
| Kings | \$ <u> </u> |
| Double/Doubles | \$ <u>62.00</u> |
| Singles | \$ <u>62.00</u> |

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:**

5-11-12-07

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) 723-5522 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.

HOLIDAY INN - Weirton
(HOTEL/MOTEL)

JO ANN J. BABELA
(PLEASE PRINT CLEARLY)

Jo Ann J. Babela
(SIGNATURE)

Jan. 20, 2007
(DATE)

304-723-5522 - 304-723-1608
(PHONE) (FAX)



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INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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VENDOR

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 KG HOTEL PARTNERS LLC
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| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | | | |
| | | | RECEIPT TICKET FOR PURCHASE ORDER: | | | | MOTL06ZZ |
| LINE | CATNO | ITEM | NUMBER | DESCRIPTION | QTY | DATE | |
| 0001 | 962-43 | | | HOTEL/MOTEL ACCOMMODATIONS | | | |
| | | SIGNATURE _____ | | | DATE _____ | | |

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE