



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.
MOTL08ANA

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

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

AGENCY COPY

*A11104328 304 632 2121
 NEW RIVER LODGE INC
 333 MAIN STREET
 PO BOX 1
 GAULEY BRIDGE WV 25085

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
05/22/2008		NET 30		550742208			
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	01/01/2008	JB	962-43		0.00000		
	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. SEE THE ATTACHED AGREEMENT.							
PURCHASING DIVISION CERTIFIED ENCUMBERED JUN 11 2008 <i>Beverly Toler</i>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>							OPEN END
							TOTAL

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

APPROVED FOR
 FISCAL YEAR
James Wayfield

6/9/08

BY *Jo Ann Adkins*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

304-558-8802

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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 may be deemed null and void, and 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

AGREEMENT – MOTEL08

AGREEMENT: This agreement between NEW RIVER LODGE, INC. 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 2008. 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>-0-</u>
Double/Doubles	\$ <u>-0-</u>
Singles	\$ <u>40.00</u>

RECEIVED
08 MAY 12 AM 9:34
PURCHASING DIVISION
STATE OF WV

Negotiated Rate for State of West Virginia

<u>Room Types</u>	<u>Rates</u>
Kings	\$ <u>-0-</u>
Double/Doubles	\$ <u>-0-</u>
Singles	\$ <u>40.00</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: NONE

EFFECTIVE DATES: January 1, 2008 through and including December 31, 2008. 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) 632-2121 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.

AGREEMENT – MOTEL08

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 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.

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 January 1, 2008 and extends through and including December 31, 2008, 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.

AGREEMENT: This agreement supersedes any prior agreement. This document represents the total agreement between the State of West Virginia and NEW RIVER LODGE, INC.. Signatures indicate understanding, acceptance, and empowerment of the aforementioned by the parties.

ACCEPTED BY:

NEW RIVER LODGE, INC.

(HOTEL/MOTEL)

BOX 1, GAULEY BRIDGE, WV 25085

(ADDRESS)

CHARLES BLANKENSHIP

(NAME - PLEASE PRINT CLEARLY)



(SIGNATURE)

MAY 7, 2008

(DATE)

304 469 632 2121

(PHONE)

N/A

(FAX)



State of West Virginia
 Department of Administration
 Purchasing Division
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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
						304-558-8802	

JO ANN ADKINS

304-558-8802

APPROVED AS TO FORM BY _____

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE