Purchase Order

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

PURCHASE ORDER NO.	PAGE
MOTL09S	1

BLANKET RELEASE
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CHANGE ORDER

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*709043219 304-744-4444
RAMADA PLAZA HOTEL
400 SECOND AVENUE

SOUTH CHARLESTON WV 25303

AGENCY COPY

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
09/18/2009	NET 30	550535635	
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	12/31/2009	JB	962-43	.00000	

HOTEL/MOTEL ACCOMMODATIONS

PRICE AGREEMENT

BLANKET STATEWIDE CONTRACT

AGREEMENT ON PRICE FOR HOTEL/MOTEL SERVICE WITHIN THE STATE OF WEST VIRGINIA FOR OFFICIAL BUSINESS TRAVEL. SEE ATTACHED AGREEMENT.

PURCHASING DIVISION
CERTIFIED ENCUMBERED
SEP 22 2009
Beverly Tolen

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☑ 9/18/09

APPROVED FOR ONE FISCAL YEAR

OPEN END

TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY JO ANN 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."

*709043219

AGREEMENT – MOTL09

AGREEMENT: This agreement between Ramada Charleston 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 2009. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

(2009) Motel/Hotel Published Rates:

Room Types	Rates
Kings	$ 99
Double/Doubles	$ 89
Singles	$ –

Negotiated Rate for State of West Virginia

Room Types	Rates
Kings	$ 79 -
Double/Doubles	$ 79 -
Singles	$

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:***_____

EFFECTIVE DATES: January 1, 2009 through and including December 31, 2009. 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) 744-4641 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 _____ 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, 2009 and extends through and including December 31, 2009, 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 Ramada Charleston. 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** ✓ **No** _____

ACCEPTED BY:

Ramada Charleston (MOTEL/HOTEL)	DONNA CROTTY (CONTACT NAME - PLEASE PRINT CLEARLY)
400 Second Avenue (ADDRESS)	Donna Crotty (SIGNATURE)
South Charleston, WV 25303 (CITY, STATE ZIP)	9-9-09 (DATE)
55-0535635 (FEIN #)	304-744-4641 (PHONE)
	304-744-4525 (FAX)

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RECEIPT TICKET FOR PURCHASE ORDER: MOTL09S

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