



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.
 MOTL10VB

PAGE
 1

BLANKET RELEASE
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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

*324113629 02 304-658-5196
 HAWKS NEST STATE PARK
 49 HAWKS NEST PARK RD
 PO BOX 857
 ANSTEAD WV 25812

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/07/2011		NET 30		556000763			
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	12/31/2011	JB	962-43		.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 TO ALL STATE AGENCIES, POLITICAL SUBDIVISIONS, AND GOVERNMENT ENTITIES. EFFECTIVE: JANUARY 01, 2011 THROUGH DECEMBER 31, 2011 BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.							
IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 14 2011 <i>Beverly Toler</i>	
						OPEN END TOTAL	

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

BUYER 42 304-558-8802
 BY *Roberta Wagner*
 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

AGREEMENT - MOTL10

AGREEMENT: This agreement between Hawks Nest State Park 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 2011. The negotiated individual rates for the State of West Virginia shall remain firm for the term of this agreement.

(2011) Motel/Hotel Published Rates:

<u>Room Types</u>	<u>Rates</u>
Kings	\$ <u>53-136.00</u>
Double/Doubles	\$ <u>53-136.00</u>
Singles	\$ <u>53-136.00</u>

Negotiated Rate for State of West Virginia

<u>Room Types</u>	<u>Rates</u>
Kings	\$ <u>53.00</u>
Double/Doubles	\$ <u>53.00</u>
Singles	\$ <u>53.00</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: Bridge Day - Oct. 15, Dinner Theater - 1-28, 1-29, 2-5, 2-12, 2-19, 2-26, 3-12
CFO Modelers 3-25, 3-26

EFFECTIVE DATES: January 1, 2011 through and including December 31, 2011. 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) 658-5312, 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 Advanced 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, 2011 and extends through and including December 31, 2011, 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 Hawks Nest State Park. 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 X No

ACCEPTED BY:

Hawks Nest State Park
(MOTEL/HOTEL)

John L. Bracken Superintendent
(CONTACT NAME - PLEASE PRINT CLEARLY)

49 Hawks Nest Park Rd.
(ADDRESS)

John L. Bracken
(SIGNATURE)

Ansted, WV 25812
(CITY, STATE ZIP)

2-10-11
(DATE)

556000763
(FEIN #)

304-658-5196
(PHONE)

304-658-4549
(FAX)



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 Department of Administration
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VENDOR
 *324113629 02 304-658-5196
 HAWKS NEST STATE PARK
 49 HAWKS NEST PARK RD
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RECEIPT TICKET FOR PURCHASE ORDER: MOTL10VB							
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001	962-43			HOTEL/MOTEL ACCOMODATIONS			
SIGNATURE _____				DATE _____			
							TOTAL

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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE