



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.  
**FUELHD10B**

PAGE  
**1**

BLANKET RELEASE  
**00**

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  
**2**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

## AGENCY COPY

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

\*709044938 304-466-1733  
 R T ROGERS OIL COMPANY INC  
 PO BOX 160  
 HINTON WV 25951

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/28/2009		NET 30		550575547			
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 #02				
<p>1. EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS.</p> <p>NO CHANGE IN CONTRACT TOTAL.</p> <p>EFFECTIVE DATE OF EXTENSION: 10/01/09 THROUGH 11/14/09.</p> <p>2. TO AWARD AND ADD THE FOLLOWING ITEMS FOR DISTRICT TWO (2) TO THIS CONTRACT EFFECTIVE OCTOBER 1, 2009 THROUGH NOVEMBER 14, 2009.</p> <p># 2 DIESEL FUEL (T/W)            MARKUP: \$0.2574</p> <p># 2 HEATING FUEL (T/W)            MARKUP: \$0.3074</p> <p>PREVIOUS PO TOTAL==&gt; OPEN END            PO NET CHANGE (+)==&gt;</p>							

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 SEP 29 2009  
*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *9/28/09*

OPEN END  
 TOTAL

*Henry Workfield*  
 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."



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

JOE MANCHIN III  
GOVERNOR

ROBERT W. FERGUSON, JR  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

September 16, 2009

Greg Rogers  
R T Rogers Oil Company, Inc.  
PO Box 160  
Hinton, WV 25951

Subject: FUELHD10B

Dear Mr. Rogers:

The State of West Virginia is offering to extend subject contract under the same terms, conditions and pricing. The extension dates are October 1, 2009 through November 14, 2009. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

JoAnn Adkins / Senior Buyer  
304/558-8802

Attachment

*We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.*

Name/Signature

9-21-09  
Date

Title

WV PURCHASING  
DIVISION

2009 SEP 28 AM 8:21

RECEIVED



JOE MANCHIN III  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

September 25, 2009

Greg Rogers  
R T Rogers Oil Co. Inc.  
PO Box 160  
Hinton, WV 25951

Subject: FUEL10 and FUELHD10

Dear Mr. Rogers:

Please find attached the 'FUELHD10 RFQ Pricing Page' that R T Rogers Co. Inc. submitted on March 19, 2009. Please advise if these markups are currently valid and remain valid through November 14, 2009. If so, we will be awarding in District 2, #2 Diesel (T/W) and #2 Heating fuel (T/W) (FUELHD11) and Gasoline (T/W) (FUEL) from October 1, 2009 through November 14, 2009, or until FUEL11/FUELHD11 is awarded.

If your company agrees to this request, please sign below and the attached Purchasing Affidavit and return via fax : 304-558-4415 no later than Sunday, September 27, 2009. Please call if you have any questions.

Very truly yours,

*4115*

Jo Ann Adkins

Attachment

R T Rogers Co. Inc. agrees that the pricing pages submitted for FUELHD10 are still valid and firm through November 14, 2009.

\_\_\_\_\_  
Signature and Title

*9-28-09*  
\_\_\_\_\_  
Date

*10:15AM No Answer  
10:20AM ON FAX  
10:50AM No Answer  
11:05AM ON FAX*



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INVOICE TO

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

VENDOR

\*709044938      304-466-1733  
 R T ROGERS OIL COMPANY INC  
 PO BOX 160  
 HINTON WV 25951

SHIP TO

ALL STATE AGENCIES  
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	DELIVERY DATE	CAT.NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			FUELHD10B	
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		405-09	DIESEL AND HEATING FUELS			_____	_____
			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