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Solicitation Response(SR) Dept: 0310 ID: ESR0317200000005361 Ver.: 1 Function: New Phase: Final

Modified by batch, 03/19/2020

Header 🕕5

General Information Contact Default Values Discount Document Information Procurement Folder: SO Doc Code: 689178 ARFQ SO Dept: Procurement Type: Amended Total Bid: Agency Master Agreement 0310 Vendor ID: SO Doc ID: \$511,075.92 DNR200000032 00000200814 Published Date: Legal Name: 3/13/20 R M ROACH & SONS INC Close Date: Alias/DBA: 3/19/20 Close Time: Total Bid: 13:30 \$142,369.58 Status: Response Date: Closed 03/17/2020 Solicitation Description: Response Time: Addendum No 04_Open-End ¢ 15:42 Propane Contract - Cacapon Total of Header Attachments: 5 Total of All Attachments: 5

Vendor Mark Up: \$0.6219

Item Tank Size		Description	Estimated Tanks	Cost per Unit	Extended Price			
1	120 Gallon	Installation	21	\$0.00	\$0.00			
2	124 Gallon	Installation	1	\$0.00	\$0.00			
3	500 Gallon	Installation	15	\$0.00	\$0.00			
4	500 Gallon	Underground Installation	1 51100		\$0.00			
5	1000 Gallon	Installation	4	\$0.00	\$0.00			
6	120 Gallon	Rental per Month	21	\$9.88	\$207.38 \$207.48			
7	124 Gallon	Rental per Month	1	\$9.88	\$9.88			
8	500 Gallon	Rental per Month	15	\$17.50	\$262.50			
9	500 Gallon	Underground Tank Rental per Month	1	\$19.58	\$19.58			
10	1000 Gallon	Rental per Month	4	\$26.25	\$105.00			
11	State Owned Tanks	Maintenance per Month	18	\$12.61	\$227.00 \$226.98			
			出。 1111 年 1111 年 1	Subtotal "A"	\$831.33 \$831.42			

EXHIBIT A – Pricing Page

West Virginia Division of Natural Resources

Cacapon Resort State Park Open End Propane Service

*Quantities are estimates only. Actual needs of the Agency must be met whether greater, or less than those listed.

Shading indicates Vendor input required.

ltem	Description	Unit of Measure	Vendor Proposed Pull Terminal	Estimated OPIS Propane Index Price Vendor Mark Up		Unit Cost	Estimated Quantity* (Gallons per year)	Estimated Amount (Subtotal "B")		
12	Propane LP Gas	Per Gallon	MT.BV OPIS Dail	29125	.6219	.91315	155,000*	\$141,538.25 - \$510,244.50		
	mbered 1 through	5 are for remove	al of existing tanks and complete	Ψ2.01	r tanks and	\$3.2919	Subtotal "A"	\$ 831.33 \$831.42		
	ent. If no cost to Pa umbered 6 through		thly fee of Vendor tanks and equip	oment. If no cost to P	ark, enter \$0.00	Sub	total "A" + Subtotal "B" =	\$142.369.58 \$511,075.92		

- 3. Item Number 11 is for maintenance of eighteen (18) State owned tanks and equipment. If no cost to Park, enter \$0.00
- 4. Enter unit cost, calculate extended price and total for Subtotal "A".
- Item Number 12 enter name of the Proposed Pull Terminal, Vendor will use. Enter a fixed amount for the mark-up (no percentage rate).
- 6. Calculate the Unit Cost (by adding Estimated OPIS Price plus the Mark-Up). Multiply the unit cost by the estimated quantity per year for Subtotal "B"

ROACH ENERGY 301 E. Stephen St. Martinsburg, WV 25401

Vendor Kevin Walker

Authorized Vendor Signature

03/17/2020

Date

TOTAL BID AMOUNT \$142,369.58

Corrected Total Bid Amount: \$511,075.92

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR20*32

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)



I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

R.M. Ronch. Roach	ENerg /
Company	
Ken Wacher	Kesing Walker
Authorized Signature	••••
03.17.2020	

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Emergf
Date: 3-17-2020
f March, 2020
2024
IOTARY PUBLIC LEEG CEMPT
Purchasing Affidavit (Revised 01/19/2018)

My Commission Expires Sept 27, 2024

WEST VIRGINIA STATE TAX DEPARTMENT

MOTOR FUEL EXCISE TAX LICENSE

Effective: March 4, 2014

In accordance with West Virginia State Code §11-14C

R. M. ROACH & SONS INC DBA QUICK STOP #2

Is hereby licensed as:

License Type(s)License Number(s)Importer1601-0794Exporter1601-0792Distributor1601-0789Alternate Fuel Bulk End UserProvider of Alternate FuelRetailer of Alternate Fuel

This license is <u>non-transferable</u> and shall remain in effect until surrendered, canceled or revoked.

WILL

Timothy J. Wells, Tax Unit Supervisor Excise Tax Unit Tax Account Administration Division

atL301 v.6

L1103342656



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2020

	<u> </u>									11/2020	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265					CONTAC NAME: PHONE (A/C, No	Ext): 800-476-	-2211	FAX (A/C, No):			
Birm	ingham, AL 35202				E-MAIL	ss: mall@mcgri	iff.com				
						INS	URER(S) AFFOR			NAIC #	
					INSURE	23035					
INSU R M	RED Roach & Sons Inc.					R B :Liberty Mu				23043	
	Box 2899 insburg, WV 25402					R C :Certain Un	derwriters at LI	oyd's London			
					INSURE			·····			
					INSURE						
CO	/ERAGES CER	TIFIC	ATE	NUMBER:856XCDZK	UISONE			REVISION NUMBER:			
TI	IS IS TO CERTIFY THAT THE POLICIES	OF I	NSUF	RANCE LISTED BELOW HAV	E BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR TH	IE POL	ICY PERIOD	
CI	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3		
Α	X COMMERCIAL GENERAL LIABILITY			TB2-645-445323-029		06/01/2019	06/01/2020	EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	100,000 5,000	
								MED EXP (Any one person)	<u>s</u>	1,000,000	
								PERSONAL & ADV INJURY GENERAL AGGREGATE	<u>s</u>	2,000,000	
								PRODUCTS - COMP/OP AGG	<u>s</u>	2,000,000	
									\$		
A	AUTOMOBILE LIABILITY			AS2-645-445323-039		06/01/2019	06/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$ \$		
С	^ Included			 19RENMA1800055-101067*0	1	06/01/2019	06/01/2020			5,000,000	
Ū	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE					00/01/2010	00/01/2020	EACH OCCURRENCE	<u>s</u>	5,000,000	
	DED RETENTION \$							AUGREUATE	<u>s</u>		
B	B WORKERS COMPENSATION			WC2-645-445323-019		06/01/2019	06/01/2020	X PER OTH- STATUTE ER			
	AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
_	If yes, describe under DESCRIPTION OF OPERATIONS below Auto Phys Damage and Hired Physical			AS2-645-445323-039		06/01/2019	06/01/2020	E.L. DISEASE - POLICY LIMIT Comp/Coll Ded GVW<20k	<u>s</u>	1,000,000	
A	Damage			N32-043-443323-033		06/01/2019	06/01/2020	Comp/Coll Ded GVW>20k Comp/Coll Ded Trlr only Hired Phys Damage Limit: HPD Comp/Coll Ded:	\$ \$ \$ \$	5,000 1,000 35,000 1,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if mon	e space is requir				
		•									
CERTIFICATE HOLDER CANCELLATION											
						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Proof of Coverage					AUTHORIZED REPRESENTATIVE						
i, wv.					AUTHORIZED REPRESENTATIVE						

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