

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

<b>Procurement Folder:</b> 689178	<b>SO Doc Code:</b> ARFQ	<h1>Amended Total Bid:</h1> <h2>\$511,075.92</h2>
<b>Procurement Type:</b> Agency Master Agreement	<b>SO Dept:</b> 0310	
<b>Vendor ID:</b> 000000200814	<b>SO Doc ID:</b> DNR2000000032	
<b>Legal Name:</b> R M ROACH & SONS INC	<b>Published Date:</b> 3/13/20	
<b>Alias/DBA:</b>	<b>Close Date:</b> 3/19/20	
<b>Total Bid:</b> \$142,369.58	<b>Close Time:</b> 13:30	
<b>Response Date:</b> 03/17/2020	<b>Status:</b> Closed	
<b>Response Time:</b> 15:42	<b>Solicitation Description:</b> Addendum No 04_Open-End Propane Contract - Cacapon	
	<b>Total of Header Attachments:</b> 5	
	<b>Total of All Attachments:</b> 5	

Vendor Mark Up: \$0.6219

**EXHIBIT A – Pricing Page**

West Virginia Division of  
Natural Resources

Cacapon Resort State Park  
Open End Propane Service

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	\$0.00	\$0.00
5	1000 Gallon	Installation	4	\$0.00	\$0.00
6	120 Gallon	Rental per Month	21	\$9.88	<del>\$207.38</del> \$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	<del>\$227.00</del> \$226.98
Subtotal "A"					\$831.33 \$831.42

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

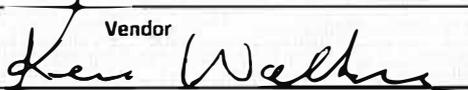
Shading indicates Vendor input required.

Item	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 Daily	<del>29125</del> \$2.67	.6219	<del>91315</del> \$3.2919	155,000*	<del>\$141,538.25</del> \$510,244.50
Subtotal "A"								\$831.33 \$831.42
Subtotal "A" + Subtotal "B" =								<del>\$142,369.58</del> \$511,075.92
<b>TOTAL BID AMOUNT</b>								<del>\$142,369.58</del>

- Items numbered 1 through 5 are for removal of existing tanks and complete installation of Vendor tanks and equipment. If no cost to Park, enter \$0.00
- Items numbered 6 through 10 are for monthly fee of Vendor tanks and equipment. If no cost to Park, enter \$0.00
- Item Number 11 is for maintenance of eighteen (18) State owned tanks and equipment. If no cost to Park, enter \$0.00
- 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).
- 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"

Corrected Total Bid Amount: \$511,075.92

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

Kevin Walker   
Vendor  
Authorized Vendor Signature

03/17/2020  
Date

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)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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. Roach - Roach Energy  
Company

Kevin Walker      Kevin 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 exceeds 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.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: R. M. Ranch / Ranch Energy

Authorized Signature: Kara Wecker Date: 3-17-2020

State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 17<sup>th</sup> day of March, 2020

My Commission expires September 27<sup>th</sup>, 2024

AFFIX SEAL HERE

NOTARY PUBLIC Kaella Dempsey



# 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)
<b><i>Importer</i></b>	<b><i>1601-0794</i></b>
<b><i>Exporter</i></b>	<b><i>1601-0792</i></b>
<b><i>Distributor</i></b>	<b><i>1601-0789</i></b>
<b><i>Alternate Fuel Bulk End User</i></b>	
<b><i>Provider of Alternate Fuel</i></b>	
<b><i>Retailer of Alternate Fuel</i></b>	

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



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

