



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

Request for Quotation

RFQ NUMBER
DNR210202

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Egton Farm Service Inc
PO Box 98
Egton WV 26716

DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2010	30 Days	as needed	delivered	NA

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-13		158,000.00
<p>PROPANE</p> <p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR PROPANE TANK RENTAL/INSTALLATION AND PROPANE PURCHASE FOR BLACKWATER FALLS STATE PARK. PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/24/10 @ 10:30 AM AT BLACK WATER FALLS STATE PARK HEADQUARTERS. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

21.09.2010 10:04
 WV PURCHASING DIV.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marcus F. Buep</i>	TELEPHONE 304-379-2641	DATE 9-20-10
TITLE President	FEIN 550686394	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration
 Purchasing Division
 2019 Washington Street East
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Eglen Farm Service Inc
P.O. Box 98
Eglen WV 26716

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/02/2010	30 Days	as needed	delivered	N/A
BID OPENING DATE: 09/21/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 08/31/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "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 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Margaret Z Biepp</i>	TELEPHONE <i>304-379-2641</i>	DATE <i>9-20-10</i>
TITLE <i>President</i>	FEIN <i>55 0686394</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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**Request for
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PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 804-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Eglen Farm Service
PO Box 98
Eglen WV 26716

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/02/2010	30 Days	unneeded	delivered	MA

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Marcus J Buep* TELEPHONE: *304-379-2641* DATE: *9-20-10*
 TITLE: *PROSIDENT* FEIN: *550686394* ADDRESS CHANGES TO BE NOTED ABOVE

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PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 804-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Egler Farm Service Inc
 P.O. Box 98
 Egler WV 26716*

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 259-5216

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DNR210202</p> <p>BID OPENING DATE: 09/21/10</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Margaret F. Buep</i>	TELEPHONE <i>804-379-2641</i>	DATE <i>9-20-10</i>
TITLE <i>President</i>	FEIN <i>550686394</i>	ADDRESS CHANGES TO BE NOTED ABOVE

IF RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"



State of West Virginia
 Department of Administration
 Purchasing Division
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RFQ NUMBER: DNR210202

PAGE: 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

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TYPE NAME/ADDRESS HERE

VENDOR

Eglen Farm Service
P.O. Box 98
Eglen WV 26716

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
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08/02/2010	30 Day	as needed	delivered	N/A
BID OPENING DATE: 09/21/2010		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
***** THIS IS THE END OF RFQ DNR210202 ***** TOTAL: <u>158,000.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Margaret Rupp* TELEPHONE: *304-379-2681* DATE: *9-20-10*
 TITLE: *Purchasing* FEIN: *550685394* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DNR210202
West Virginia Division of Natural Resources
Blackwater Falls State Park
Rental/Installation of Propane Tanks and Propane Purchase

Propane Supply Specifications:

To supply propane gas and tanks and associated equipment for Blackwater Falls State Park for one (1) fiscal year. 7-1-6-30

Vendor will provide, on demand, sufficient tanks, devices, equipment and appurtenances, and propane to meet the usage requirements at the specified property.

Contract will include service and maintenance of all supplies and equipment to the exterior of the facility that is serviced.

All materials, equipment and service must meet current NFPA[®] 58 Liquefied Petroleum Gas Code.

Owner will be responsible for interior equipment.

PRICING:

Vendors must be a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All priced quoted shall be the delivered price to any location within Blackwater Falls State Park.

Pricing will be based on the Weekly OPIS on the DAY OF THE ORDER. Please Note: The OPIS Weekly Average is posted every Friday morning.

FIRM FIXED MARK-UP PER GALLON:

Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the West Virginia Division of Natural Resources. Product cost shall be the average rack price of the

DNR210202
West Virginia Division of Natural Resources
Blackwater Falls State Park
Rental/Installation of Propane Tanks and Propane Purchase

product as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852. Telephone number (800) 929-4824.

Emergency Service and Telephone Service:

Vendor response time must be within one (1) hour from initial contact.

Vendor must provide a twenty-four (24) hour emergency response number. The number is: 304-216-5113.

The emergency response number must be affixed the exterior of each tank.

Vendor cannot charge additional fees for emergency fuel deliveries.

Installation and Removal:

Vendor shall install equipment and provide propane service within thirty (30) days of the written "Notice to Proceed". The Vendor will be responsible for all connections, leak detection and supply to the exterior of the facility to which the supply serves. The Vendor will be responsible for coordinating the changeover of any existing tanks, transfer, replacement, etc. with the current Vendor, to assure safe transfer in accordance with all governing regulations and Codes.

Tanks are to be clean and painted white. Tanks must be set according to Owner's schedule and may not disrupt use by park guests. Lines, regulators and devices must be free of defects or repaired immediately.

The Vendor will be responsible for securing any permits required at no cost to the Owner.

DNR210202
West Virginia Division of Natural Resources
Blackwater Falls State Park
Rental/Installation of Propane Tanks and Propane Purchase

All safety devices and equipment protection to be provided by current regulations and Codes, and must be updated whenever regulations or Codes change during the term of contract.

At the termination of this contract, the Vendor shall provide, at the same terms and conditions, during the interim period not to exceed sixty (60) days while a new Vendor supplies equipment and materials. The Vendor shall cooperate with any new Vendor to assure safe transfer in accordance with all governing regulations and Codes.

Removal of equipment, and or supplies, shall be at no expense to the Owner. Any damage or unsafe condition caused by removal must be repaired immediately and at no charge to the Owner.

Unused propane product removed during installation, and not transferred into any new Vendor tanks must be credited to the Owner at the stated contract price.

Propane Gas:

Propane to be supplied on scheduled basis, or upon demand by the Owner. Propane shall be commercial grade propane and conform to specifications and test methods as required by current Federal Specification.

Vendor to formulate delivery schedule commensurate with demand and provide supply as needed. Vendor is responsible for the delivery schedule at no additional cost to the Owner.

Winter additive for cold weather required as needed to prevent lines from freezing.

DNR210202
West Virginia Division of Natural Resources
Blackwater Falls State Park
Rental/Installation of Propane Tanks and Propane Purchase

Billing and Payment:

Vendor must submit a separate invoice for each individual tank. Acceptance of State of West Virginia Purchasing Card is required. Items must be itemized and cannot include items not covered under this contract.

Vendor to provide, at invoice time, the meter reading of each tank before and after filling. A running total of each tank's demand is required and must be provided to the Owner at no additional charge at the end of the contract.

Tank Installation and Rental:

Item	Estimated Quantity	Description	Unit Price	Amount
1	6	100 Gallon Tank Installation	0	0
2	✓ 6	100 Gallon Tank Yealy Rental	0	0
3	26	500 Gallon Tank Installation	75.00	1950.00
4	26 26	500 Gallon Tank Yealy Rental	50.00	1300.00
5	10	1,000 Gallon Tank Installation	100.00	1,000.00
6	10 10	1,000 Gallon Tank Yealy Rental	100.00	1,000.00
SUB-TOTAL				5750.00

Please provide the markup cost per gallon of estimated OPIS propane index price. This price should be based upon the estimated usage of 47,000 gallons for a 12 month period. \$.75 per/gallon

Bid Scenerio:

For bid evaluation purposes only, the estimated OPIS propane index price is \$2.50 per gallon.

47,000 gallons of propane x \$2.50 + .75 (Markup) = 3.25 Total Cost
 \$ 152,750.00

BID SCENERIO SUB-TOTAL: \$ 152,750.00

TANK INSTALLATION AND RENTAL AND BID SCENERIO COMBINED TOTAL: \$ 158,000.00

The quantities listed above are for bid evaluation purposes only. Actual quantities may differ.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (**West Virginia Code**, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Egdon Farm Service Inc. Signed: Marcelle A. Bue P
Date: 9-20-10 Title: PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DNR210202

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Eyles Farm Service Inc.

Authorized Signature: *[Signature]* Date: 9-20-10

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 20th day of September, 2010.

My Commission expires October 14, 2013.

NOTARY PUBLIC *[Signature]*

