

PO Box 774  
6176 Robert C Byrd Drive  
Bradley, WV 25818  
681-494-0230 Fax  
www.thompsongas.com



# Fax

<b>To:</b> Crystal Husted	<b>From:</b> Kyle Wilson
<b>Fax:</b> 304-558-3970	<b>Pages:</b> 15
<b>Phone:</b>	<b>Date:</b> 7/9/2020
<b>Re:</b> CRFQ DOT2000000174	<b>cc:</b>

Urgent    For Review    Please Comment    Please Reply    Please Recycle

RECEIVED  
2020 JUL -9 PM 2:30  
WV REGULATING  
DIVISION

Received:6814940230

Jul 9 2020 02:27pm

P002

07-09-20;14:23 ;From:

To:13045583970

;6814940230

# 2/ 15

**SEALED BID:**

**BUYER: Crystal Husted**

**SOLICITATION NO.: CRFQ DOT2000000174**

**BID OPENING DATE: July 14, 2020**

**BID OPENING TIME: 1:30 PM**

**FAX NUMBER: 304-558-3970**

Received: 6814940230

Jul 9 2020 02:27pm

P003

07-09-20; 14:23 ; From:

To: 13045583970

; 6814940230

# 3/ 15



2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
07 - Chemicals

Proc Folder: 683420

Doc Description: ADDENDUM 1 LIQUID PROPANE GAS (10200273)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-29	2020-07-14 13:30:00	CRFQ 0803 DOT2000000174	2

**BID REDEMPTION LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Thompson Gas LLC  
PO Box 774  
6176 Robert C Byrd Drive  
Brodley, WV 25818 304-877-9700

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Husted  
(304) 558-2402  
crystal.g.husted@wv.gov

Signature X

*Kyle Wilson*

FEIN #

47-505-9833

DATE

7-9-2020

All offers subject to all terms and conditions contained in this solicitation

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE LIQUID PROPANE GAS FOR VARIOUS DISTRICT TEN (10) LOCATIONS PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS MERCER COUNTY HEADQUARTERS NEW HOPE RD PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LIQUID PROPANE GAS	0.00000	GL		

*See pricing page - Exhibit A*

Comm Code	Manufacturer	Specification	Model #
15111501			

Extended Description :  
PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-06-29

DOT2000000174	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 1 LIQUID PROPANE GAS (10200273)	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION  
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LIQUID PROPANE GAS (10200273)**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for Liquid Propane Gas to be delivered to District Ten (10) locations.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "LPG" means Liquid propane gas.
  - 2.5 "Highest Quality Propane" is considered propane regardless of the grade. There are three grades of propane processed or refined in the United States. Each of the three grades, HD-5, HD-10, and Commercial Propane differ in propane consistency.
  - 2.6 HD-5 grade propane is the highest-grade propane available to consumers. It is propane suitable and recommended for engine fuel use. HD-5 specifications consist of:
    - Minimum of 90% propane
    - Maximum of 5% propylene
    - Other gases constitute the remainder (iso-butane, butane, methane, etc)

**3. GENERAL REQUIREMENTS:**

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

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- 3.1.1 Vendor must be a licensed Refiner, Distributor or Dealer**
- 3.1.2 Vendor shall submit references on working with vaporizers, and bulk storage tanks upon request.**
- 3.1.3 Vendor shall supply only HD-5 grade propane.**
- 3.1.3.1 Vendor shall provide proof of the quality of product prior to contract award and upon request by the Agency at any time during the life of the Contract. Such proof shall be propane grade as specified by the Refinery and in these qualifications as HD-5.**
- 3.1.4 Vendor must place the location on an “automatic fill” program. The object of the automatic fill program is to eliminate the need for Agency personnel to monitor fuel levels and place orders, while at the same time not running the risk of being without fuel.**
- 3.1.5 If propane is needed outside of automatic fill, orders placed by the Agency personnel, must be delivered within 48 hours of the time of order.**
- 3.1.6 Agency orders shall be placed by telephone or facsimile. It is the intent of the Agency that “manual” orders of this type be the exception and shall only be used in other than normal circumstances.**
- 3.1.7 Vendor shall replenish the facility’s fuel tank(s) automatically without an order being placed by the Agency personnel. Automatic refill schedule will be established once the agency and vendor have determined accurate delivery timeframes.**
- 3.1.8 In the event any adulterated or substandard fuel is delivered, all costs associated with emptying and cleaning the Agency tank(s) shall be the responsibility of the Vendor. Adulterated, or substandard, fuel means fuel containing less than 90% propane or more than the maximum of 5% propylene.**

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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the Terminal Location, the OPIS Cost of Propane (June 12, 2020 Greensburg, PA Wholesale), the Fixed Mark Up price, and the Extended Price based upon the estimated usage. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received to locations listed on Exhibit B. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders



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until a minimum delivery quantity is met.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kyke Wilson  
Telephone Number: 304-877-9700  
Fax Number: 681-414-0230  
Email Address: KWilson@thompsongas.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kyle Wilson, Manager  
(Name, Title)

Kyle Wilson, Manager  
(Printed Name and Title)

PO BOX 774, 6176 Robert C Byrd Drive, Bradley, WV 25818  
(Address)

304-877-9700 (fax) 681-494-0230  
(Phone Number) / (Fax Number)

KWilson@thompsongas.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

ThompsonGas LLC  
(Company)

Kyle Wilson - Kyle Wilson, Manager  
(Authorized Signature) (Representative Name, Title)

Kyle Wilson - Manager  
(Printed Name and Title of Authorized Representative)

7-9-2020  
(Date)

304-877-9700 (fax) 681-494-0230  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
SOLICITATION NO.: CRFG DOT2000000174

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input 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.

Thompson Gas  
Company

Kyle Wilson  
Authorized Signature

7-9-2020  
Date

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

CRFQ DOT2000000174  
 West Virginia Division of Highways District 10  
 Pricing Page - Exhibit A

Item	Location	Terminal Location	Unit of Measure	Estimate Usage* (annual)	OPIS Cost of Propane Per Gallon as of the Index Price on June 12, 2020	Firm Fixed Markup	Extended Cost
1	454 New Hope Road Princeton, WV 24740	Greensburg PA	Gallon	2,000	\$0.71204	\$0.737	\$2,898.08
2	200 Samaritan Drive Shady Springs, WV 25918	Greensburg PA	Gallon	3,000	\$0.71204	\$0.737	\$4,347.12
3	383 Marshall Highway Raysal, WV 24879	Greensburg PA	Gallon	2,000	\$0.71204	\$0.737	\$2,898.08
4	100 Headquarters Lane Havaco, WV 24801	Greensburg PA	Gallon	4,000	\$0.71204	\$0.737	\$5,796.16

\* Estimated quantities are for bidding purposes only, more or less may be utilized by the Agency.

Bidder/Vendor Information

Vendor:	ThompsonGas LLC
Contact Person:	Kyle Wilson
Address:	6176 Robert C. Byrd Dr, Bradley WV 25818
Phone:	304 877-9700
Fax:	681 494-0230
Email:	kwilson@thompsongas.com
Authorized Signature:	<i>Kyle Wilson</i>

07-09-20; 14:23 : From:

Received: 681 494 0230

To: 13045583970

: 681 494 0230

# 14 / 15

Jul 9 2020 02:30pm

P014

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: Thompson Gas

Authorized Signature: Kyle Wilson

Date: 7-9-2020

State of West Virginia

County of Fayette to-wit:

Taken, subscribed, and sworn to before me this 9th day of July, 2020.

My Commission expires 9/11/2024, 20

AFFIX SEAL HERE

NOTARY PUBLIC Amanda Dimmock

Purchasing Affidavit (Revised 01/19/2018)

