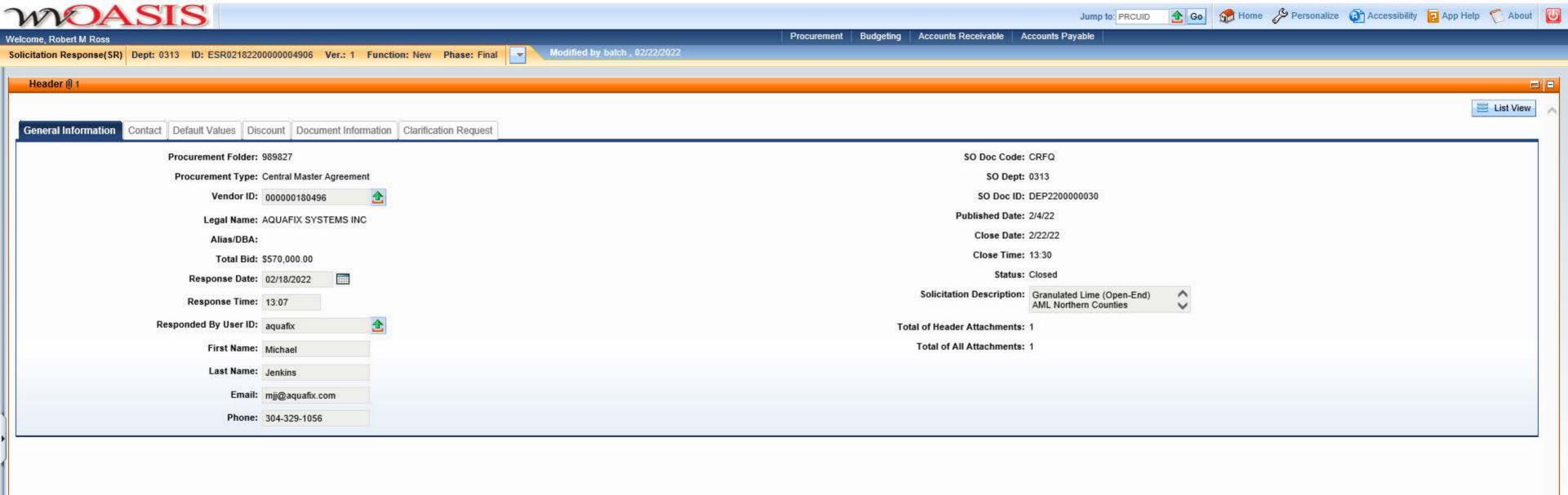


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State of West Virginia **Solicitation Response**

Proc Folder: 989827

Solicitation Description: Granulated Lime (Open-End) AML Northern Counties

Proc Type: Central Master Agreement

Solicitation Response Solicitation Closes Version 2022-02-22 13:30 SR 0313 ESR02182200000004906 1

VENDOR

000000180496 AQUAFIX SYSTEMS INC

Solicitation Number: CRFQ 0313 DEP2200000030

Total Bid: 570000 **Response Date:** Response Time: 2022-02-18 13:07:50

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

Vendor

FEIN# DATE Signature X

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

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Feb 22, 2022 Page: 1

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----------|------------|------------|-----------------------------|
| 1 | 1/8" X 0 Granulated Lime delivered less than 20 tons | 1000.0000 | TON | 190.000000 | 190000.00 |

| Comm Code | mm Code Manufacturer Specification | | Model # | |
|-----------|------------------------------------|--|---------|--|
| 11111608 | | | | |

Commodity Line Comments:

Extended Description:

Granulated Lime delivered to sites in partial load of one (1) to twenty (20) ton.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 2 | 1/8" x 0 Granulated Lime delivered as full load 20+ tons | 1000.000 | 00 TON | 190.000000 | 190000.00 |

| Comm Code Manufacturer | | Specification | Model # | |
|------------------------|--|---------------|---------|--|
| 11111608 | | | | |

Commodity Line Comments:

Extended Description:

Granulated Lime delivered to sites as full load (20 tons plus), which may be split among projects.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|------------|-----------------------------|
| 3 | 1/4" X1/8" Granulated Lime delivered less than 20 tons | 500.000 | 000 TON | 190.000000 | 95000.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 11111608 | | | | |

Commodity Line Comments:

Extended Description:

Granulated Lime delivered to sites in partial load of one (1) to twenty (20) ton.

Date Printed: Feb 22, 2022 FORM ID: WV-PRC-SR-001 2020/05

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|------------|-----------------------------|
| 4 | 1/4" X 1/8" Granulated Lime delivered as full | 500.000 | 000 TON | 190.000000 | 95000.00 |
| | load 20+ tons | | | | |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 11111608 | | | | |
| | | | | |

Commodity Line Comments:

Extended Description:

Granulated Lime delivered to sites as full load (20 tons plus), which may be split among projects.

 Date Printed:
 Feb 22, 2022
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia **Centralized Request for Quote** Service - Prof

Proc Folder:

989827

Doc Description: Granulated Lime (Open-End) AML Northern Counties

Reason for Modification:

Proc Type:

Central Master Agreement

Date Issued

Solicitation Closes

Solicitation No

Version

2022-02-04

2022-02-22 13:30

CRFQ 0313

DEP2200000030

BID RECEIVING LOCATION

DEPAITMENT OF AdmINISTRATION PUR CHASING DIVISION 2019 WAShINGTON STIPPT, EAST CharlesTon W 25305-0130

VENDOR

Vendor Customer Code: 000000 / 80 496

Vendor Name :

AQUAFIX SYSTEMS INC

Address:

Street:

301 MAPLE LANE

City:

KINGWOOD

State:

WV

Country:

USA

Zip: 26537

Principal Contact: MICHAEL JENKINS

Vendor Contact Phone: 304 329-1056

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III (304) 558-2306

joseph.e.hageriii@wv.gov

Vendor

Signature X Muchael Junture FEIN# 36-4529453 DATE

2-18-22

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

Date Printed: Feb 4, 2022

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

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.

| 2111.04 |
|---------|
| |
| |
| |
| |
| |

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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

| <u>Ciauses inai violate State law.</u> |
|---|
| Aquafix Systems Inc |
| (Company) |
| Michael Jentino Ares. |
| (Authorized Signature) (Representative Name, Title) |
| |
| Michael Jenkins, Pres |
| (Printed Name and Title of Authorized Representative) |
| 2-18-22 |
| (Date) |
| 304 329-1056 304 329-1217 |
| (Phone Number) (Fax Number) |

REQUEST FOR QUOTATION Granulated Lime (Open-End) AML Northern Counties

contained herein.

- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default:
 - 8.2.1 Immediate cancellation of the Contract.
 - **8.2.2** Immediate cancellation of one or more release orders issued under this contract.
 - 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- **9.1 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.
- **9.2 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.
- 9.3 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.
- **9.4 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: MICHAEL JENKINS
Telephone Number: 304 329-1056
Fax Number: 304 329-1217
Email Address: mjj @ aquafix. Com

NO PREBID CONFERENCE WILL BE HELD

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.

| WITNESS THE FOLLOWING SIGNATURE: | | | |
|--|-------------------|-----------------|-------|
| Vendor's Name: Aquafix Systems Inc | | | |
| Authorized Signature: Muhael Junkous | 5 | Date: 02/18/22 | |
| State of West Virginia / | | | |
| County of Preston , to-wit: | | | |
| Taken, subscribed, and sworn to before me this 18 day of _ | February | , 2022. | |
| My Commission expires December 22, | _, 20 <u>25</u> . | | |
| AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA | TARY PUBLIC | lelma Christini | Copin |

VELMA CHRISTINE COPE

102 Morgantown Street Kingwood, WV 26537 My Commission Expires Dec. 22, 20 Purchasing Affidavit (Revised 01/19/2018)