




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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

 List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 580658

Procurement Type: Central Master Agreement

Vendor ID: 000000180496

Legal Name: AQUAFX SYSTEMS INC

Alias/DBA:

Total Bid: \$202,582.50

Response Date: 06/25/2019

Response Time: 14:12

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP1900000030

Published Date: 6/25/19

Close Date: 6/27/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.02 - OSR North Bulk Pelletized Lime- Open End

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 580658

**Solicitation Description :** Addendum No.02 - OSR North Bulk Pelletized Lime- Open End

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-06-27 13:30:00	SR 0313 ESR06251900000006023	1

VENDOR
000000180496 AQUAFIX SYSTEMS INC

**Solicitation Number:** CRFQ 0313 DEP1900000030

**Total Bid :** \$202,582.50      **Response Date:** 2019-06-25      **Response Time:** 14:12:43

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Barbour County Pelletized Lime Small Truck (<20 Tons)	20.00000	TON	\$250.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Barbour County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Barbour County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Barbour County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Grant County Pelletized Lime Small Truck (<20 Tons)	40.00000	TON	\$250.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Grant County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Grant County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Grant County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Marion County Pelletized Lime Small Truck (<20 Tons)	5.00000	TON	\$250.000000	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Marion County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Marion County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Marion County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Mineral County Pelletized Lime Small Truck (<20 Tons)	5.00000	TON	\$250.000000	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Mineral County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Mineral County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Mineral County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Monongalia County Pelletized Lime Small Truck (<20 Tons)	55.00000	TON	\$250.000000	\$13,750.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Monongalia County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Monongalia County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Monongalia County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Preston County Pelletized Lime Small Truck (<20 Tons)	450.00000	TON	\$250.000000	\$112,500.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Preston County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Preston County Pelletized Lime Large Truck (>20 Tons)	250.00000	TON	\$184.500000	\$46,125.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Preston County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Tucker County Pelletized Lime Small Truck (<20 Tons)	5.00000	TON	\$250.000000	\$1,250.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Tucker County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Tucker County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Tucker County Pelletized Lime Large Truck (>20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	UpsherCounty Pelletized Lime Small Truck (<20 Tons)	20.00000	TON	\$250.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Upsher County Pelletized Lime Small Truck (<20 Tons)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Upsher County Pelletized Lime Large Truck (>20 Tons)	5.00000	TON	\$184.500000	\$922.50

Comm Code	Manufacturer	Specification	Model #
47101600			

Extended Description : Upsher County Pelletized Lime Large Truck (>20 Tons)



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

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 580658

Doc Description: Addendum No.02 - OSR North Bulk Pelletized Lime- Open End

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-19	2019-06-26 13:30:00	CRFQ 0313 DEP1900000030	3

**BID RECEIVING LOCATION**


BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 AQUAFIX SYSTEMS INC  
 301 MAPLE LANE  
 KINGWOOD, WV 26537  
 304 329-1056

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

Signature X  FEIN # 36-0529453 DATE 6/25/19

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



**SOLICITATION NUMBER:** CRFQ DEP1900000030

**Addendum Number:** No.01

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to modify the bid opening date as follows:

Bid opening WAS: 6/21/2019 at 1:30 PM EDT  
Bid opening IS NOW: 6/26/2019 at 1:30 PM EDT

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ DEP1900000030

Addendum Number: No.02

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish vendor questions and agency responses.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
OSR North Bulk Pelletized Lime

---

- 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.
- 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: Michael Jenkins

Telephone Number: 304 329-1056

Fax Number: 304 329-1217

Email Address: mjj@aquafix.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.

Michael Jenkins President  
(Name, Title)  
Michael Jenkins President  
(Printed Name and Title)  
301 Maple Lane, Kingwood, WV 26537  
(Address)  
304 329-1056 / 304 329-1217  
(Phone Number) / (Fax Number)  
mjj@aquafix.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.

Aquafix Systems Inc.  
(Company)  
Michael Jenkins President  
(Authorized Signature) (Representative Name, Title)  
Michael Jenkins, President  
(Printed Name and Title of Authorized Representative)  
6/25/19  
(Date)  
304 329-1056 / 304 329-1217  
(Phone Number) (Fax Number)

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: Aquafix Systems, Inc.

Authorized Signature: *Michael J. [Signature]* Date: June 24, 2019

State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 24 day of June, 2019.

My Commission expires Dec. 22, 2020



NOTARY PUBLIC *Christine Copen*

*Purchasing Affidavit (Revised 01/19/2018)*