

Solicitation Response(SR) Dept: 0310 ID: ESR0425220000006654 Ver.: 1 Function: New Phase: Final

Modified by batch , 04/26/2022

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1015930	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: 000000201036	SO Doc ID: DNR2200000024
Legal Name: POLINO CONTRACTING INC	Published Date: 4/12/22
Alias/DBA:	Close Date: 4/26/22
Total Bid: \$198,836.55	Close Time: 13:30
Response Date: 04/25/2022	Status: Closed
Response Time: 16:37	Solicitation Description: Open-End Contract for Limestone Sand - North Zone
Responded By User ID: beckyc	Total of Header Attachments: 1
First Name: Becky	Total of All Attachments: 1
Last Name: Canfield	
Email: bcanfield@polino.com	
Phone: 3046363886	



State of West Virginia
Agency Request for Quote
Miscellaneous

Proc Folder: 1015930			Reason for Modification:
Doc Description: Open-End Contract for Limestone Sand - North Zone			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-12	2022-04-26 13:30	ARFQ 0310 DNR2200000024	1

BID RECEIVING LOCATION

BID RESPONSE
DIVISION OF NATURAL RESOURCES
PROPERTY & PROCUREMENT OFFICE
324 4TH AVE
SOUTH CHARLESTON WV 25303-1228
US

VENDOR

Vendor Customer Code: 000000201036
Vendor Name: Polino Contracting, Inc.
Address: P.O. Box 230
Street: _____
City: Elkins
State: WEST VIRGINIA Country: USA Zip: 26241
Principal Contact: Ed Phares
Vendor Contact Phone: 304-636-3886 Extension: 17

FOR INFORMATION CONTACT THE BUYER
James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Vendor Signature X [Signature] FEIN# 550461872 DATE Apr 25, 2022
All offers subject to all terms and conditions contained in this solicitation

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.

ED PHARES, CONSTRUCTION MANAGER
(Name, Title)
ED PHARES, CONSTRUCTION MANAGER
(Printed Name and Title)
PO Box 230, ELKINS, WV 26241
(Address)
304-636-3886 / 304-636-5108
(Phone Number) / (Fax Number)
E.PHARES@POLINO.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.

POLINO CONTRACTING, Inc.
(Company)
[Signature] RESIDENT
(Authorized Signature) (Representative Name, Title)
CHRISTOPHER J. POLINO, PRESIDENT
(Printed Name and Title of Authorized Representative)
APR. 25, 2022
(Date)
304-636-3886 / 304-636-5108
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Open-End Limestone Sand Contract for North Zone

- 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: Ed PARES

Telephone Number: 304-636-3886

Fax Number: 304-636-5108

Email Address: EPARES@POLINO.COM

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.

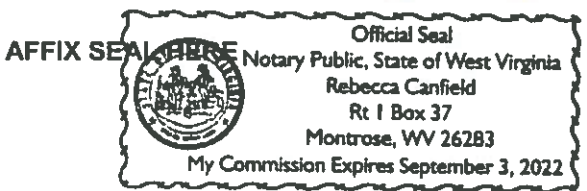
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Polixio Contracting, LLC
Authorized Signature: [Signature] Date: April 25, 2022
State of West Virginia
County of RANDOLPH, to-wit:
Taken, subscribed, and sworn to before me this 25th day of April, 2022.
My Commission expires September 3, 2022.



NOTARY PUBLIC Rebecca Canfield

Exhibit A - Pricing Page

WV Division of Natural Resources - Wildlife Resource Section
Open-End Contract for LIMESTONE SAND - NORTH ZONE

Item	Qty.	Units	Description - Limestone Sand Delivery Areas (per ton including hauling)	Bid Price Delivered per Ton	Extended Total
1	45	Tons	Cacapon River - Hardy County (Attachment-A)	\$ 73.45	\$ 3,305.25
2	125	Tons	Big Sandy Creek - Preston & Monongalia counties (Attachment-B)	\$ 69.10	\$ 8,637.50
3	300	Tons	Blackwater River - Tucker County (Attachment-C)	\$ 55.40	\$ 16,620.00
4	839	Tons	Shavers Fork - Randolph & Pocahontas counties (Attachment-D)	\$ 64.50	\$ 54,115.50
5	965	Tons	Dry Fork - Randolph & Tucker counties (Attachment-E)	\$ 55.50	\$ 53,557.50
6	122	Tons	Sleepy Creek - Berkeley County (Attachment-F)	\$ 78.10	\$ 9,528.20
7	121	Tons	Holly River - Webster County (Attachment-G)	\$ 70.40	\$ 8,518.40
8	319	Tons	Buckhannon River - Randolph & Upshur counties (Attachment-H)	\$ 64.30	\$ 20,511.70
9	305	Tons	Upper Tygart Valley River - Randolph County (Attachment-I)	\$ 67.50	\$ 20,587.50
10	50	Tons	Middle Tygart Valley River - Barbour County (Attachment-J)	\$ 69.10	\$ 3,455.00
Total Bid Amount >>					\$ 198,836.55

Vendor: **POLINO CONTRACTING, INC.**


 Douglas J. Polino

Signature and Date: **APRIL 25, 2022**

Quantities are estimated for bidding purposes only and not guaranteed.