

Header 1



General Information Contact Default Values Discount Document Information Clarification Request

**Procurement Folder:**

1774262

**Procurement Type:**

Agency Master Agreement

**Vendor ID:**

000000201036

**Legal Name:**

POLINO CONTRACTING INC

**Alias/DBA:**

**Total Bid:**

\$433,597.00

**Response Date:**

09/10/2025

**Response Time:**

9:09

**Responded By User ID:**

beckyc

**First Name:**

Becky

**Last Name:**

Canfield

**Email:**

bcanfield@polino.com

**Phone:**

3046363886

**SO Doc Code:**

ARFQ

**SO Dept:**

0310

**SO Doc ID:**

DNR2600000005

**Published Date:**

8/26/25

**Close Date:**

9/10/25

**Close Time:**

13:30

**Status:**

Closed

**Solicitation Description:**

Open-End Contract for Limestone Sand - South Zone

**Total of Header Attachments:**

1

**Total of All Attachments:**

1



State of West Virginia  
Agency Request for Quote  
Miscellaneous

Proc Folder: 1774262			Reason for Modification:
Doc Description: Open-End Contract for Limestone Sand - South Zone			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-26	2025-09-10 13:30	ARFQ 0310 DNR2600000005	1

**BID RECEIVING LOCATION**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & ENERGY OFFICE  
112 CALIFORNIA AVE  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Customer Code: 000000201036  
Vendor Name: POLINO CONTRACTING, INC.  
Address: PO Box 230  
Street:  
City: ELKINS  
State: WEST VIRGINIA Country: USA Zip: 26241  
Principal Contact: ED PUARES  
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  FEIN# 550461872 DATE Sept. 10, 2025

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.

~~EDUARDO~~ CONSTRUCTION MANAGER  
(Name, Title)  
EDUARDO, CONSTRUCTION MANAGER  
(Printed Name and Title)  
PO Box 230, FARMERS, WV 26241  
(Address)  
304-636-3886 | 304-636-5108  
(Phone Number) / (Fax Number)  
ETOLINO.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] PRESIDENT  
(Authorized Signature) (Representative Name, Title)  
CHRISTOPHER J. POLINO, PRESIDENT  
(Printed Name and Title of Authorized Representative)  
SEPT. 10, 2025  
(Date)  
CHRIS C POLINO.COM  
(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: Poling Contracting, Inc.

Authorized Signature: [Signature] Date: Sept. 10, 2025

State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of September, 2025.

My Commission expires September 7, 2027.



NOTARY PUBLIC Rebecca Canfield

**EXHIBIT A - PRICING PAGE**

West Virginia Division of Natural Resources - Wildlife Resources Section  
**Open-End Limestone Sand Contract for South Zone**

Item Number	Description	South Zone Watershed Sites	Unit	Estimated Qty	Unit Price	Extended Price
3.1	Limestone Sand at a 90% Calcium Carbonate Content (NOT Calcium Carbonate equivalent) or higher	SOUTH-A: Upper Gauley and Williams Rivers, Pocahontas and Randolph Counties	Ton	411	\$ 146.00	\$ 60,006.00
		SOUTH-B: Upper Gauley – Turkey Creek, Webster County	Ton	260	\$ 146.00	\$ 37,960.00
		SOUTH-C: North Fork Cranberry and Middle Fork Williams Rivers (Scenic Highway sites) - Pocahontas County	Ton	432	\$ 146.00	\$ 63,072.00
		SOUTH-D: North Fork Cherry River, Rocky Run, Dogway Fork, North Fork Cranberry Station, Greenbrier and Pocahontas Counties	Ton	968	\$ 146.00	\$ 141,328.00
		SOUTH-E: Hunters Run, Coats Run (Summit Lake), Barrenshe Run, Greenbrier, Nicholas, and Webster Counties	Ton	203	\$ 161.00	\$ 32,683.00
		SOUTH-F: South Fork Cherry River, Laurel Creek, Greenbrier and Nicholas Counties	Ton	452	\$ 179.00	\$ 80,908.00
		SOUTH-G: Meadow Creek, Greenbrier County	Ton	44	\$ 196.00	\$ 8,624.00
		SOUTH-H: Manns Creek (Boley Lake), Fayette County	Ton	22	\$ 196.00	\$ 4,312.00
		SOUTH-I: Surbaugh Creek, Fayette County	Ton	24	\$ 196.00	\$ 4,704.00
<b>Total Cost:</b>					<b>\$ 433,597.00</b>	

\*Quantities are estimated and for bid evaluation purposes only, actual quantities may differ.  
 Note: All items are to be F.O.B. destination. Freight or delivery charges must be included in the unit cost of each item.

**POLINO CONTRACTING, INC.**

Vendor Name

  
 Authorized Signature

**SEPT. 10, 2025**

Date

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

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- 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.
  - 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 PUARES

Telephone Number: 304-636-3886

Fax Number: 304-636-5108

Email Address: E.PUARES@TOLINO.COM