

Solicitation Response(SR) Dept: 0310 ID: ESR03112000000005214 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/12/2020

Header 1



General Information Contact Default Values Discount Document Information

Procurement Folder: 692054	SO Doc Code: ARFQ
Procurement Type: Agency Master Agreement	SO Dept: 0310
Vendor ID: 000000201036	SO Doc ID: DNR2000000034
Legal Name: POLINO CONTRACTING INC	Published Date: 2/21/20
Alias/DBA:	Close Date: 3/12/20
Total Bid: \$27,662.50	Close Time: 13:30
Response Date: 03/11/2020	Status: Closed
Response Time: 14.50	Solicitation Description: Open end contract for agricultural lime
	Total of Header Attachments: 1
	Total of All Attachments: 1

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Commodity		Total Lines: 4	Line: 1	Commodity: 11110000	Total Price: \$5,737.50	
Line	Commodity	CL Description	Total Price	Award Date	Requested Contract Amount	Contract Amount
1	11110000	Agricultural lime for Stonewall Jackson WMA	\$5,737.50			
2	11110000	Agricultural lime for Stonecoal WMA	\$812.50			
3	11110000	Agricultural lime for Burnsville WMA	\$1,237.50			
4	11110000	Agricultural lime for Elk River WMA	\$19,875.00			
From 1 to 4 Total: 4						

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.

[Signature] President
(Name, Title)
Christopher J. Palino President
(Printed Name and Title)
P.O. Box 230, ELKINS, WV 26241
(Address)
(304) - 636-3886 | (304) - 636-5108
(Phone Number) / (Fax Number)
EDUARDES@VOLINO.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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

[Signature]
VOLINO CONTRACTING, LLC.
(Company)
[Signature] CONSTRUCTION MANAGER
(Authorized Signature) (Representative Name, Title)
EDUARDES, CONSTRUCTION MANAGER
(Printed Name and Title of Authorized Representative)
MARCH 11, 2020
(Date)
(304) 636-3886 | (304) 636-5108
(Phone Number) (Fax Number)

Exhibit A - Pricing Page
Agricultural Lime
Stonewall Jackson, Stonecoal, Burnsville, & Elk River
Wildlife Management Areas

<u>Line Item</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Price /Ton</u>	<u>Total Cost</u>
1	Agricultural Lime- Stonewall Jackson WMA	150 Tons	<u>38.25</u>	<u>5 737.50</u>
2	Agricultural Lime- Stonecoal WMA	25 Tons	<u>32.50</u>	<u>8 12.50</u>
3	Agricultural Lime- Burnsville WMA	25 Tons	<u>49.50</u>	<u>12 37.50</u>
4	Agricultural Lime- Elk River WMA	300 Tons	<u>66.25</u>	<u>19 875.00</u>
			<u>Grand Total Quote</u>	<u>27 662.50</u>

Price per ton must include delivery charge

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: Populo Contracting, Inc.

Authorized Signature: [Signature] Date: MARCH 11, 2020

State of West Virginia

County of RANDOLPH, to-wit:

Taken, subscribed, and sworn to before me this 11th day of March, 2020.

My Commission expires Sept. 3, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Rebecca Canfield

Purchasing Affidavit (Revised 01/19/2018)