



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.

## Header 1

List View


**General Information** | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 865491

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000210987 

SO Doc ID: DEP2100000030

Legal Name: SOLID ROCK EXCAVATING INC

Published Date: 4/21/21

Alias/DBA:

Close Date: 5/5/21

Total Bid: \$4,500.00


Close Time: 13:30

Response Date: 05/04/2021 

Status: Closed

Response Time: 14:36

Solicitation Description: Mingo County Leachate Hauling 

Responded By User ID: Solid Rock Exc 

Total of Header Attachments: 1

Total of All Attachments: 1

First Name: Ty

Last Name: Martin

Email: solid.rock@solidrockinc.r

Phone: 304-379-9502



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:** 865491  
**Solicitation Description:** Mingo County Leachate Hauling  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-05-05 13:30	SR 0313 ESR05042100000007403	1

**VENDOR**  
 000000210987  
 SOLID ROCK EXCAVATING INC

**Solicitation Number:** CRFQ 0313 DEP2100000030  
**Total Bid:** 4500      **Response Date:** 2021-05-04      **Response Time:** 14:36:53  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X**      **FEIN#**      **DATE**

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	Mingo County Leachate Hauling	50000.000	GL	0.090000	4500.00

Comm Code	Manufacturer	Specification	Model #
76121502			

**Commodity Line Comments:**

**Extended Description:**

Hauling and disposal of up to 50,000-gallons of leachate from the Mingo County Landfill to the City of Williamson Wastewater Treatment Plant near Williamson, WV; Gallons are estimated quantity for bid purposes only.

\*\*Price per 1 gallon.

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV032330

Classification:

EXCAVATION  
SEPTIC & SEWER SYSTEMS

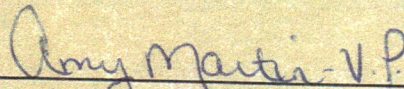
SOLID ROCK EXCAVATING INC  
DBA SOLID ROCK EXCAVATING INC  
707 HUDSON ROAD  
ALBRIGHT, WV 26519

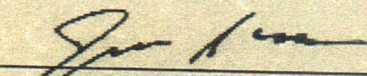
Date Issued

Expiration Date

APRIL 18, 2021

APRIL 18, 2022

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: DEP 21 \* 030

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**Solid Rock Excavating, Inc.**

Company



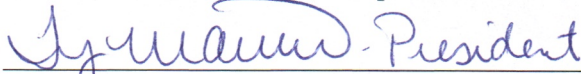
Authorized Signature

5/4/2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**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.

 - President

(Name, Title)

Ty Martin - President

(Printed Name and Title)

707 Hudson Road, Albright WV 26519

(Address)

304-276-2371 304-379-4969

(Phone Number) / (Fax Number)

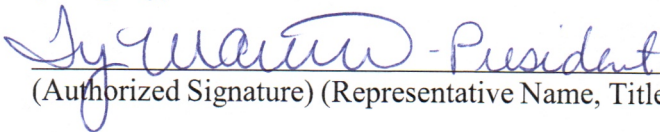
ty.martin@solidrockinc.net

(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.

Solid Rock Excavating, Inc.

(Company)

 - President

(Authorized Signature) (Representative Name, Title)

Ty Martin - President

(Printed Name and Title of Authorized Representative)

5/4/2021

(Date)

304-276-2371 304-379-4969

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Mingo County Landfill Leachate Hauling**

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- 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4. Failure to remedy deficient performance upon request.
- 9.2. The following remedies shall be available to Agency upon default.
  - 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2. Immediate cancellation of all orders issued under this Contract.
  - 9.2.3. Any other remedies available in law or equity.
- 10. **MISCELLANEOUS:**
  - 10.1. **No Substitutions:** Vendor shall supply only Contract Services submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
  - 10.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Services 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.
  - 10.3. **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.
  - 10.4. **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:** Ty Martin

**Telephone Number:** 304-276-2371

**Fax Number:** 304-379-4969

**Email Address:** ty.martin@solidrockinc.net



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: Solid Rock Excavating, Inc.

Authorized Signature: *[Signature]* Date: 5/4/2021

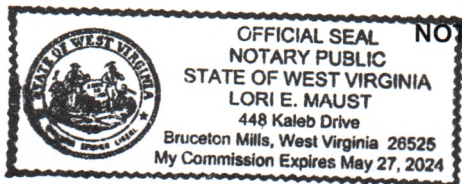
State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of May, 2021.

My Commission expires May 27, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC *Lori E. Maust*



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

<b>Proc Folder:</b> 865491			<b>Reason for Modification:</b>
<b>Doc Description:</b> Mingo County Leachate Hauling			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-04-21	2021-05-05 13:30	CRFQ 0313 DEP2100000030	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** Solid Rock Excavating, Inc.

**Address:** 707 Hudson Road

**Street:**

**City:** Albright

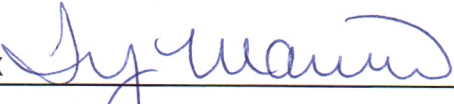
**State:** WV **Country:** US **Zip:** 26519

**Principal Contact:** Ty Martin

**Vendor Contact Phone:** 304-276-2371 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X**  **FEIN#** 55-0780232 **DATE** 5/4/21

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for pumping, hauling, and disposing of leachate from the Mingo County Landfill located near Chattaroy, WV to the Williamson Wastewater Treatment System located in Williamson, WV or to the nearest WVDEP approved WWTP as directed by the WVDEP per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
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ENVIRONMENTAL PROTECTION LANDFILL CLOSURE ASSISTANCE PROGRAM 601 57TH ST SE CHARLESTON WV US	STATE OF WEST VIRGINIA  JOBSITE - SEE SPECIFICATIONS  No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mingo County Leachate Hauling	50000.00000	GL		

Comm Code	Manufacturer	Specification	Model #
76121502			

**Extended Description:**  
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\*\*Price per 1 gallon.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DEP2100000030	Final	Mingo County Leachate Hauling	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions