



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: 1419385

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000173712

SO Doc ID: DEP2400000038

Legal Name: KESSLER EXCAVATING INC

Published Date: 5/17/24

Alias/DBA:

Close Date: 5/22/24

Total Bid: \$1,358,525.00

Close Time: 13:30

Response Date: 05/21/2024

Status: Closed

Response Time: 15:39

Solicitation Description: Eastern District Tire Collection Events

Responded By User ID: jekessler

Total of Header Attachments: 1

First Name: John

Total of All Attachments: 1

Last Name: Kessler

Email: kesslerexcavating@gmail.com

Phone: 304-846-6828



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: 1419385
Solicitation Description: Eastern District Tire Collection Events
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-22 13:30	SR 0313 ESR05212400000007245	1

VENDOR
000000173712
KESSLER EXCAVATING INC

Solicitation Number: CRFQ 0313 DEP2400000038
Total Bid: 1358525
Response Date: 2024-05-21
Response Time: 15:39:16
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	Trailer Dropped at Site (per event)	120.00000	EA	1965.000000	235800.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Trailer Dropped at Site (per event), per the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Trailer Mileage to Disposal	40000.000	MILE	13.750000	550000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Trailer Mileage to Disposal, per the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Box Truck Per Truck Per Day	25.00000	EA	1325.000000	33125.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Box Truck Per Truck Per Day, per the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Labor Per Hour for Employee	4000.0000	HOUR	90.000000	360000.00

Comm Code	Manufacturer	Specification	Model #
76122405			

Commodity Line Comments:

Extended Description:

Labor Per Hour for Employee, per the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Trailer Rental Per Trailer Per Month	200.00000	MO	898.000000	179600.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

Trailer Rental Per Trailer Per Month, per the attached specifactions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

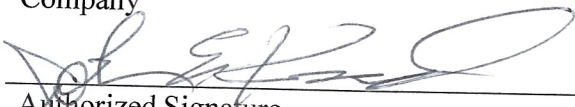
- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Kessler Excavating, Inc

Company


Authorized Signature

05/21/2024

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.

(Printed Name and Title) John E. Kessler, President

(Address) 4121 Richwood Road P.O. Box 9 Fenwick, WV 26202

(Phone Number) / (Fax Number) 304-846-6828 Fax 304-846-6828

(email address) kesslerexcavating@gmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Kessler Excavating, Inc.

(Company)

(Signature of Authorized Representative)

John E. Kessler, President

(Printed Name and Title of Authorized Representative) (Date)

304-846-6828 Fax 304-846-6828

(Phone Number) (Fax Number)

kesslerexcavating@gmail.com

(Email Address)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: Kessler Excavating, Inc.

Authorized Signature:  Date: 05/21/2024

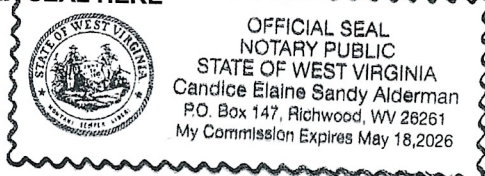
State of West Virginia

County of Nicholas, to-wit:

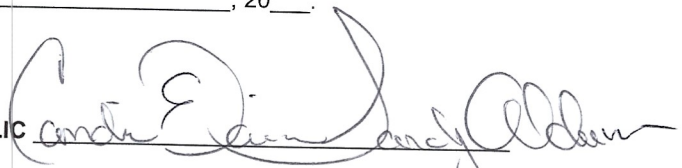
Taken, subscribed, and sworn to before me this 21 day of May, 2024.

My Commission expires May 18, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)