



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

General Information

[Contact](#)
[Default Values](#)
[Discount](#)
[Document Information](#)
[Clarification Request](#)

Procurement Folder: 1467708

Procurement Type: Central Master Agreement

Vendor ID: 000000173712



Legal Name: KESSLER EXCAVATING INC

Alias/DBA:

Total Bid: \$136,000.00

Response Date: 08/09/2024



Response Time: 11:18

Responded By User ID: jekessler



First Name: John

Last Name: Kessler

Email: kesslerexcavating@gmail.com

Phone: 304-846-6828

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2500000002

Published Date: 8/8/24

Close Date: 8/13/24

Close Time: 13:30

Status: Closed

Solicitation Description: REAP-Tire Collection Events Southern & Western Districts

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1467708
Solicitation Description: REAP-Tire Collection Events Southern & Western Districts
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-08-13 13:30	SR 0313 ESR08082400000000948	1

VENDOR
000000173712
KESSLER EXCAVATING INC

Solicitation Number: CRFQ 0313 DEP2500000002
Total Bid: 136000
Response Date: 2024-08-09
Response Time: 11:18:23
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	3.1.2 Trailer Dropped at Site (per event) Southern District	60.00000	EA	200.000000	12000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

3.1.2 Trailer Dropped at Site (per event) Southern District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.4 Trailer Mileage to Disposal Southern District	200.00000	MILE	30.000000	6000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

3.1.4 Trailer Mileage to Disposal Southern District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 Box Truck Per Truck Per Day Southern District	25.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

3.1.3 Box Truck Per Truck Per Day Southern District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.3 & 3.1.4 Labor Per Hour for Employee Southern District	2000.0000	HOUR	5.000000	10000.00

Comm Code	Manufacturer	Specification	Model #
76122405			

Commodity Line Comments:

Extended Description:

3.1.3 & 3.1.4 Labor Per Hour for Employee Southern District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.6 Trailer Rental Per Trailer Per Month Southern District	120.00000	MO	900.000000	108000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments:

Extended Description:

3.1.6 Trailer Rental Per Trailer Per Month Southern District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.2 Trailer Dropped at Site (per event) Western District	60.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments: Bidding on Southern District Only

Extended Description:

3.1.2 Trailer Dropped at Site (per event) Western District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.4 Trailer Mileage to Disposal Western District	200.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments: Bidding on Southern District Only

Extended Description:

3.1.4 Trailer Mileage to Disposal Western District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.3 Box Truck Per Truck Per Day Western District	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments: Bidding on Southern District Only

Extended Description:

3.1.3 Box Truck Per Truck Per Day Western District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.3 & 3.1.4 Labor Per Hour for Employee Western District	2000.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
76122405			

Commodity Line Comments: Bidding on Southern District Only

Extended Description:

3.1.3 & 3.1.4 Labor Per Hour for Employee Western District

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	3.1.6 Trailer Rental Per Trailer Per Month Western District	120.00000	MO		

Comm Code	Manufacturer	Specification	Model #
78142004			

Commodity Line Comments: Bidding on Southern District Only

Extended Description:

3.1.6 Trailer Rental Per Trailer Per Month Western District



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

Proc Folder: 1467708

Doc Description: REAP-Tire Collection Events Southern & Western Districts

Reason for Modification:

Addendum #1 is issued to publish agency responses to vendor questions and publish pre-bid sign in sheet.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-08-08	2024-08-13 13:30	CRFQ 0313 DEP2500000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000173712

Vendor Name: Kessler Excavating, Inc.

Address: P.O. Box 9

Street: 4121 Richwood Road

City: Fenwick

State: WV

Country: United States Zip: 26202

Principal Contact: John E Kessler

Vendor Contact Phone: 304-846-6828

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 31-1543520

DATE 8-8-24

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.

(Printed Name and Title) John E Kessler President

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

(Phone Number) / (Fax Number) 304-846-6828 ^{Fax} 304-846-6828

(email address) Kessler excavating@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]
(Signature of Authorized Representative)

John E Kessler, President 8-8-2024
(Printed Name and Title of Authorized Representative) (Date)

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

Kesslerexcavating@gmail.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP 25*02

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 checked="" 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.

Kessler Excavating, Inc.
Company
[Signature]
Authorized Signature
8-8-24
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

REQUEST FOR QUOTATION
Tire Collection Events – REAP, PPOD
Southern & Western

- 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: John E Kessler

Telephone Number: 304-846-6828

Fax Number: 304-846-6828

Email Address: Kesslerexcavating@gmail.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: Kessler Excavating, Inc.

Authorized Signature: _____

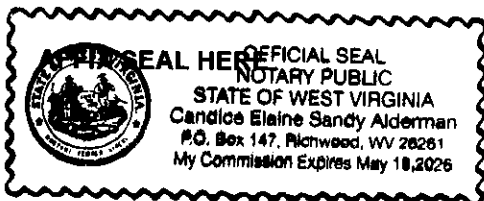
Date: 8-8-24

State of West Virginia

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 8th day of August, 2024.

My Commission expires May 18, 2026.



NOTARY PUBLIC

Candice Elaine Sandy Alderman

Purchasing Affidavit (Revised 01/19/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CLARK WEST AGENCY INC 350 CRAIGSVILLE RD CRAIGSVILLE WV 26205	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
INSURED KESSLER EXCAVATING INC. 4121 RICHWOOD RD RICHWOOD WV 26261	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: ALLIED PROPERTY AND CASUALTY INS COMPA 42579
	INSURER B: NATIONWIDE MUTUAL INSURANCE COMPANY 23787
	INSURER C: AMCO INSURANCE COMPANY 19100
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP GLPO 3087735223	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP BAPC 3087735223	05/15/2024	05/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACP CAA 3087735223	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Symbol 19 applies to mobile equipment subject to auto laws. Employment-related practices liability coverage is provided under the above mentioned general liability policy with a limit of \$100,000.

CERTIFICATE HOLDER**CANCELLATION**

STATE OF WEST VIRGINIA 2019 WASHINGTON STREET EAST CHARLESTON WV 25305-0130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE DIXIE CORNEL
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