

FAX

TO: Brittany Ingraham

@ 304-558-3970

DATE: 11/09/18

FROM: John Kessler - Kessler Excavating

(304) 846-6828 – phone/fax

Cover +9

SEALED BID: Eastern District Tire Collection

BUYER: Brittany Ingraham

SOLICITATION NO.: CRFQ DEP1900000010

BID OPENING DATE: November 13, 2018

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

RECEIVED

2018 NOV -9 PM 3:40

WV PURCHASING  
DIVISION



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
27 - Miscellaneous

Proc Folder: 503625

Doc Description: Addendum 1 - Eastern District Tire Collection Events

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-10-31	2018-11-13 13:30:00	CRFQ 0313 DEP1900000010	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Kessler Excavating, Inc.

PO Box 9

Fenwick, WV 26202

304-846-6828

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham

(304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN # 31-1543520

DATE

11/9/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

EASTERN District Tire Collection

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection, Environmental Advocate's Office, Rehabilitation Environmental Action Plan to establish an open-end contract for Eastern District tire collection events, per the bid requirements, specifications, terms and conditions attached to this solicitation.

Maximum project expenditures shall not exceed \$25,000 per project.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trailer Dropped at Site	60.00000	EA	\$2,000.00	\$120,000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

**Extended Description :**

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Trailer to Recycling / Disposal Site	10000.00000	MILE	\$3.80	\$38,000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

**Extended Description :**

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Box Truck Per Day	25.00000	EA	\$1700.00	\$42,500.00

Comm Code	Manufacturer	Specification	Model #
78142004			

**Extended Description :**

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Crew at Work Site - Load and Unload Tires	1600.00000	HOUR	\$55.00	\$88,000.00

Comm Code	Manufacturer	Specification	Model #
76122405			

**Extended Description :**

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION REAP OFFICE 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Trailer per month at designated site	12.00000	MO	\$450.00	\$5,400.00

Comm Code	Manufacturer	Specification	Model #
78142004			

**Extended Description :**

The Pricing Page contains a list of the Contract items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

DEP1900000010	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1 - Eastern District Tire Collection Events	<b>Page 5</b> of 5
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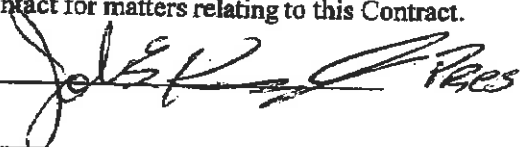
**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Total Bid: \$293,900.00

**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.

John E. Kessler, President  
(Name, Title)



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

PO Box 9 Fenwick, WV 26202  
(Address)

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

kesslerexcavating@frontier.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.

Kessler Excavating, Inc.  
(Company)

 Pres  
(Authorized Signature) (Representative Name, Title)

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

10/30/18  
(Date)

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

**REQUEST FOR QUOTATION**  
**Eastern District tire collection events - REAP, PPOD**

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**Contract Manager:** John E. Kessler

**Telephone Number:** 304-846-6828

**Fax Number:** 304-846-6828

**Email Address:** kesslerexcavating@frontier.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: [Signature] Date: 10/30/18

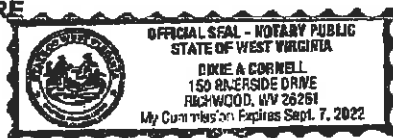
State of West Virginia

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 30 day of October, 2018.

My Commission expires Sept. 07, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP19\*10**

**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.

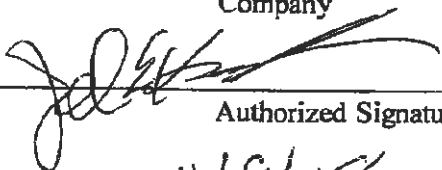
**Addendum Numbers Received:**

(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

  
\_\_\_\_\_  
Authorized Signature

11/9/18  
\_\_\_\_\_  
Date

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