



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

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Procurement Folder: 1419389

Procurement Type: Central Master Agreement

Vendor ID: 000000173712

Legal Name: KESSLER EXCAVATING INC

Alias/DBA:

Total Bid: \$676,500.00

Response Date: 05/21/2024

Response Time: 13:36

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: DEP2400000040

Published Date: 5/8/24

Close Date: 5/23/24

Close Time: 13:30

Status: Closed

Solicitation Description: Southern District Tire Collection Events

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:** 1419389  
**Solicitation Description:** Southern District Tire Collection Events  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-23 13:30	SR 0313 ESR05212400000007227	1

**VENDOR**  
000000173712  
KESSLER EXCAVATING INC

**Solicitation Number:** CRFQ 0313 DEP2400000040  
**Total Bid:** 676500  
**Response Date:** 2024-05-21  
**Response Time:** 13:36:40  
**Comments:**

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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	950.000000	114000.00

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	6.000000	240000.00

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	900.000000	22500.00

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	45.000000	180000.00

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	600.000000	120000.00

Comm Code	Manufacturer	Specification	Model #
78142004			

**Commodity Line Comments:**

**Extended Description:**

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

**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 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: [Signature] Date: 05/21/2024

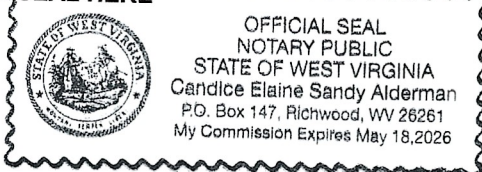
State of West Virginia

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**

[Signature]

*Purchasing Affidavit (Revised 07/01/2012)*

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.