

## State of West Virginia Agency Request for Quote

Proc Folder:	1299010			Reason for Mod	lification:
Doc Description:	Equipment and Systems M	aintenanc	e and Repairs Contract WRJCF		
Proc Type:	Agency Master Agreement				
Date Issued	Solicitation Closes	Solicita	tion No	Version	
2023-09-26	2023-10-19 10:30	ARFQ	0608 DCR2400000042	1	
BID RECEIVING L	OCATION				
VENDOR					
	0 1 (				
	Pudlo6000000:009				
Vendor Name : 🕅	SMCII INC				
Address : 1705tm	inglaun Rd				
Street :					
City: Belington	î.				
State : WV		Cour	ntry: USA	Zip: 26250	
Principal Contact	: Cort Allen				
Vendor Contact P	Phone: 304-621-7494		Extension:		
and the second s			3. 100000000 (March 1000000)		
		- w w			
FOR INFORMATION   Philip K Farley	ON CONTACT THE BUYER				
(304) 549-1050					
philip.k.farley@wv.	gov				
Vendor	2/000				
Signature X	Valle	i	FEIN# 55-0490737	DATE 10/20/2	3

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

 Date Printed:
 Sep 26, 2023
 Page 1
 FORM ID: WV-PRC-ARFQ-002 2020/05

## **Subcontractor List Submission (Construction Contracts Only)**

project.	
Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

Bidder's Name: Powell Inc

Revised 11/01/2022

**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.

Cal Sille Presh
(Name, Title)
Carl Allen President
(Printed Name and Title)
Mostrington Rd Belington WW26280
(Address) 304-621-7494
(Phone Number) / (Fax Number)  - Powellinco(Wyaha). Crom
(Email address)

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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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 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 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 Vendor in a contractual relationship; and that to the best of my knowledge, Vendor has properly registered with any State agency that may require registration.

Powell Inc.
(Company)
(Authorized Signature) (Representative Name, Title)
Carl Allen President  (Drinted Name and Title of Authorized Representative) (Date)
(Printed Name and Title of Authorized Representative) (Date)
10/20123
(Date)
304-621-7494
(Phone Number) (Fax Number)
Powellines Qyahas com
(Email Address)

## 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 a necessary revisions to my proposal, plans an	receipt of the following addenda and have made the nd/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum recei	ived)
further understand that any verbal represent discussion held between Vendor's represent	[] Addendum No. 6 [] Addendum No. 7 [] Addendum No. 8 [] Addendum No. 9 [] Addendum No. 10  eipt of addenda may be cause for rejection of this bid. I not a made or assumed to be made during any oral tatives and any state personnel is not binding. Only the specifications by an official addendum is binding.
Powelline	
Company  Authorized Signature	
10 120 123 Date	

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

## STATE OF WEST VIRGINIA

## 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 §15A-3-14, 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 exceed 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: Poulcilloc	***			
Authorized Signature:		Date:	10120123	
State of				
County of Barrow, to-wit:				
Taken, subscribed, and sworn to before me this 20th	ay of October		, 20 <u><b>23</b></u> .	
My Commission expires	, 20 <u>24</u> .			
AFFIX SEAL HERE	NOTARY PUBLIC	Kistin	o Howell	



Purchasing Affidavit (Revised 03/09/2019)



## State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STAT	TATE OF WEST VIRGINIA,	
COUI	OUNTY OF Barbar, TO-WIT:	
I,	<u>Cort Allen</u> , after being first duly sworn, d	epose and state as follows:
1.	I am an employee of	; and,
2.	I do hereby attest that (Company Name)	
	maintains a written plan for a drug-free workplace polic policy are in compliance with <b>West Virginia Code</b> §21-	
The a	ne above statements are sworn to under the penalty of perju	ıry.
	Printed Name: Carl Allen	<b>.</b>
	Signature:	
	Title: President	
	Company Name: Powell In	c
	Date: 10/20/23	
Taker	aken, subscribed and sworn to before me thisday of	October, 2023.
Ву Со	y Commission expires <u>The 3,2026</u>	
(Seal	OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC KRISTIN HOWELL 170 Stringtown Road Belington WV 26250 My Commission Expires:06/03/26	

Rev. July 7, 2017

## ARFQ 0608 DCR2400000042 REQUEST FOR QUOTATION EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT Western Regional Jail and Correctional Facility

A. During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor'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. Contractor should list its contract manager and his or her contact information below. The previously specified information must be submitted prior to award of contract.

Contract Manager: Corl Alten
Telephone Number: 304-621-7494

Fax Number: N/A

Email Address: 20001 inco@yaha.com

**END OF SPECIFICATIONS** 

## WESTERN REGIONAL JAIL AND CORRECTIONAL FACILTY

# ARFQ 0608 DCR240000042 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Equipment and Systems Biannual 2 sty, 320.00 \$\$PLYO.00	Preventative Maintenance	Preventative Maintenance Unit of Measure	Preventative Preventative Maintenance Unit of Maintenance Number of Measure Times Per Year	Preventative Maintenance Preventative Maintenance Unit Price Per Each Time Extended Amount	Preventative Maintenance Extended Amount
2 \$\psi \psi \qquad \text{320.00}	Equipment and Systems				4
	Equipment and Systems	Biannual	2	\$4,320.00	ರೆ. Oh ಶಿ &

Corrective Maintenance **Extended Amount** # 9,000,00 # 1,000,00 # 720,00 \$ 8, (all 0.0) Subtotal A: Corrective Maintenance Unit Price 26 m 200 m Corrective Maintenance Estimated Annual Hours 100 ∞ Corrective Maintenance Unit of Measure Hour Hour Hour Correction Maintenance Hourly Rates Emergency Labor Rate Overtime Labor Rate Regular Labor Rate Holiday Labor Rate

New Equipment, Devices, and Parts Markup Percentage Extended Amount	03: 05Lin 18
New Equipment, Devices, and Parts Markup Percentage	1.35 %
Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	\$5,000.00
New Equipment, Devices, and Parts Markup Percentage Quote	Parts

D. 088 11 #

Subtotal B:

OVERALL COST (by adding subtotals A, B, and C) \$21,270.00	
	1
Bidder/Vendor Information: POWC// Inc.	
Name: COrt Piler	
Address: ND Strington Rd	_
Belington WNZLe25D	
Phone No.: 301201.7494	-
Fax No.: NAP	-
Email Address: Pour Iline Duchen, Com	-
Authorized Signature	

NOTES:

\* Quantities are estimated for bid evaluation purposes only.

\*\* Estimated cost for bid evaluation purposes only.

**SMETZ** 

## ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/4/2023

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). CONTACT Suzanne Metz PHONE (A/C, No, Ext): Arthur Krenzel Lett Insurance Group FAX (A/C, No): 3327 Winfield Rd. Winfield, WV 25213 E-MAIL ADDRESS: smetz@aklinsurance.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Erie Insurance P&C (WV) 26830 INSURED INSURER B: NorthStone Insurance Company 13045 INSURER C: Powell, Inc. PO Box 306 INSURER D : Barboursville, WV 25504 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 ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS 1,000,000 Α COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR Q43-5150108 7/1/2023 7/1/2024 5.000 MED EXP (Any one person) S 1.000.000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 X POLICY PRO-JECT PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY 4,000,000 A X X UMBRELLA LIAB OCCUR EACH OCCURRENCE Q31-5170019 7/1/2023 7/1/2024 4,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WCN6007904 12/3/2022 12/3/2023 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A N 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of coverage. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Western Regional Jail and Correctional Facility One O'Hanlon Place Barboursville, WV 25504 **AUTHORIZED REPRESENTATIVE** Sugarne Meta