

State of West Virginia **Agency Request for Quote**

Proc Folder: 1290635 Reason for Modification: Doc Description: Equipment and Systems Maintenance and Repairs Contract LYRJC Proc Type: Agency Master Agreement **Date Issued Solicitation Closes** Solicitation No Version 2023-09-11 2023-10-03 10:30 ARFQ 0608 DCR2400000017

BID RECEIVING LO	OCATION		

VENDOR

Vendor Customer Code: 00000301569

Vendor Name : Powell Inc

Address: 170 Stringtown Rd

Street:

City: Belington

Country: USA State: WV Zip: 26250

Principal Contact : Can Pellon

Vendor Contact Phone: 304-621-7494 Extension:

FOR INFORMATION CONTACT THE BUYER

Mary R Kemper 304-957-8226

mary.r.kemper@wv.gov

Vendor

Signature X FEIN# 55-0490737 DATE IUIZIAZ

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

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

Date Printed: Sep 11, 2023

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Powell Inc.	
Charlettin 1 cm 1	
	orm more than \$25,000.00 of work to complete the
project. Subcontractor Name	T. N. d. 107
Subcontractor (vanie	License Number if Required by W. Va. Code § 21-11-1 et. seq.
	3

Attach additional pages if necessary.

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.

all Prival
(Name, Title)
Carl Allen President
(Printed Name and Title)
170 Stringtown Rd Bellington W 26250
(Address)
304-621-7494
(Phone Number) / (Fax Number)
Powelline of yahar com
(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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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)
Cal Sella Prestal
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative) (Date)
10/3/33
(Date)
204-021-7494 (Phone Number) (Fax Number)
(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.

ie

Acknowledgment: I hereby acknowledge necessary revisions to my proposal, plans a	receipt of the following addenda and have made the nd/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum rece	oinad)
Concer the box next to each addendum rece	aveu)
[] Addendum No. 1 [] Addendum No. 2	[] Addendum No. 6
[] Addendum No. 3	[] Addendum No. 7 [] Addendum No. 8
[] Addendum No. 4	[] Addendum No. 9
[] Addendum No. 5	[] Addendum No. 10
further understand that any verbal represe discussion held between Vendor's represen	eipt of addenda may be cause for rejection of this bid. I entation made or assumed to be made during any oral statives and any state personnel is not binding. Only the the specifications by an official addendum is binding.
<u>Powell Inc</u> Company	
Cal Selle	
Authorized Signature	
10 3 33 Date	
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: Powell Inc		
Authorized Signature:		Date: _10 2 23
State of WV		
County of, to-wit:		
Taken, subscribed, and sworn to before me this <u>and</u> day	of October	, 20 <u>23</u> .
My Commission expires	, 20210.	
AFFIX SEAL HERE	NOTARY PUBLIC	Kistin Howel



Purchasing Affidavit (Revised 03/09/2019)



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

STATE OF WEST VIRGINIA,
COUNTY OF Barrow, TO-WIT:
I, Cort Allo, after being first duly sworn, depose and state as follows:
1. I am an employee of; and, (Company Name)
2. I do hereby attest that(Company Name)
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
Printed Name: Carl Allen
Signature:
Title: President
Company Name: Powell
Date:10 2 23
Taken, subscribed and sworn to before me this 2 nd day of 00000000000000000000000000000000000
By Commission expires <u>June 3, 2024</u>
(Seal)
(Notary Public)



LORRIE YEAGER JR. JUVENILE CENTER

ARFQ 0608 DCR2400000017 - EQUIPMENT AND SYSTEM MAINTENANCE AND REPAIRS CONTRACT PRCING PAGE

Preventative Maintenance	Preventative Maintenance Unit of Measure	Preventative Maintenance Number of Times Per Vear	Preventative Maintenance Unit Price Per Each Time	Preventative Maintenance Unit Price Per Each Time Extended Amount
Equipment and Systems			1820 (0)	6 32 6
Equipment and Systems	Bi-Annual	2		
			Subtotal A:	\$3,600.00
Correction Maintenance Hourly Rates	Corrective Maintenance Unit of Measure	Corrective Maintenance Estimated Annual Hours	Corrective Maintenance Unit Price	Corrective Maintenance Extended Amount
Regular Labor Rate	Hour	100	90	00 000
Overtime Labor Rate	Hour	16	gu	11,000:
Holiday Labor Rate	Hour	00	26	1440.

Estimated New Equipment, Devices, and Parts Markup Percentage Cost ** Percentage Extended S\$,000.00	
\$5,000.00	Estimated New Eq Markup

Emergency Labor Rate

Subtotal C: 4 16, 750.00

OVERALL COSI (b) adding subtotals A, B, and C) 3 22, 256.00	31 22,25.00
Bidder/Vendor Information: Annell Loc	
Name: Oral Aller	
Address: 110 Structure DA	
Belington Mezzo	
Phone No.: 3CM-1501-1501	
Fax No.: M (A	
Email Address: Powelling Option from	
Authorized Signature	

NOTES:

* Quantities are estimated for bid evaluation purposes only.

** Estimated cost for bid evaluation purposes only.

SMETZ



CERTIFICATE OF LIABILITY INSURANCE

9/14/2023

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)

	it SUBRUGATION IS WAIVED, subjectible subjections in the subject of the subject o	to the	cert	ificate holder in lieu of su	ich endorsement(s	5).	y require an endorseme	nt. A	statement on
	hur Krenzel Lett Insurance Group				CONTACT Suzanne Metz			FAX	
332	27 Winfield Rd.				PHONE (A/C, No, Ext):			:	
VVII	nfield, WV 25213				E-MAIL ADDRESS: smetz@	aklinsuran	ce.com		
					IN	SURER(S) AFFO	RDING COVERAGE		NAIC#
					INSURER A : Erie In	surance P8	kC (WV)		26830
INS	URED				INSURER B : NorthS	tone Insur	ance Company		13045
	Powell, Inc.				INSURER C:				
	PO Box 306 Barboursville, WV 25504				INSURER D :				
	Barboursville, WV 25504				INSURER E :				
					INSURER F:				
	OVERAGES CEF	RTIFIC	ATE	NUMBER:			REVISION NUMBER:		
C	THIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F SERTIFICATE MAY BE ISSUED OR MAY SCLUSIONS AND CONDITIONS OF SUCH	PERT	ΔINI	THE INSURANCE ASSOCIA	OF ANY CONTRA	CIORDINE	RED NAMED ABOVE FOR R DOCUMENT WITH RESP	THE P ECT T TO AL	OLICY PERIOD OWHICH THIS L THE TERMS,
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A		INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	CLAIMS-MADE X OCCUR			042 5450400			EACH OCCURRENCE	5	1,000,000
	A COOCK			Q43-5150108	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
							MED EXP (Any one person)	\$	5,000
	OF N. ACCRECATE LAND ASSESSMENT OF THE PROPERTY OF THE PROPERT						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC						GENERAL AGGREGATE	s	2,000,000
							PRODUCTS - COMP/OP AGG	s	2,000,000
	OTHER:							s	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person)	s	
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	s	
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	s	
Α	V							s	
^	X UMBRELLA LIAB X OCCUR			001 010000	197-1972 / 1972 P. C.		EACH OCCURRENCE	s	4,000,000
	EXCESS LIAB CLAIMS-MADE		ľ	Q31-5170019	7/1/2023	7/1/2024	AGGREGATE	s	4,000,000
В	DED RETENTION \$							s	
ь	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				527 525 766		X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WCN6007904	12/3/2022	12/3/2023	E.L. EACH ACCIDENT	s	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			20000			E.L. DISEASE - POLICY LIMIT		1,000,000
						1	THE PROPERTY OF STREET	<u> </u>	
roc	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL of of coverage.	.ES (AC	ORD	101, Additional Remarks Schedule	e, may be attached if mor	e space is requir	ed)		
					700				
CEF	RTIFICATE HOLDER				CANCELLATION				
	Lorrie Yeager Jr Juvenile Ce 907 Mission Dr Parkersburg, WV 26101	nter			SHOULD ANY OF T THE EXPIRATION ACCORDANCE WIT	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	ANCEL BE DI	.LED BEFORE ELIVERED IN
	3, 111 = 111.			Į.	AUTHORIZED REPRESEN	TATIVE			
					Suganne M	ita			