

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

Proc Folder: Reason for Modification: 1299359 Doc Description: Equipment and Systems Maintenance and Repairs ERJCF **Proc Type:** Agency Master Agreement Version **Solicitation Closes** Solicitation No **Date Issued** 2023-10-27 ARFQ 0608 DCR2400000045 2023-09-26 10:30

| BID RECE | EIVING LOCATION | | | |
|----------|-----------------|--|--|--|
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VENDOR

Vendor Customer Code: 00000000000000000

Vendor Name : Powell Inc

Address: 170 Stringtown Rd

Street:

City: Belington

Zip: 21,250 Country NSA State: WV

Principal Contact : Carl Allen

Vendor Contact Phone: 3ชน 6น-74ๆ **Extension:**

FOR INFORMATION CONTACT THE BUYER

Philip K Farley (304) 549-1050

philip.k.farley@wv.gov

Vendor

FEIN# 85 0490737 Signature X

DATE 10/24/23

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. | ctors will perform more than \$25,000.00 of work to complete the | | | | | |
|--|--|--|--|--|--|--|
| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. | | | | | |
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Attach additional pages if necessary.
Revised 11/01/2022

Bidder's Name: Powell Inc

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 Sella Preside |
|--|
| (Name, Title) |
| Oarl 411en President |
| (Printed Name and Title) |
| Mo Stringtown Rd Belington WW 2625D |
| (Address) 304-4021-7494 |
| (Phone Number) / (Fax Number) Powell incoeyahoo 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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) |
| BISME Prosell |
| (Authorized Signature) (Representative Name, Title) |
| Carl Allen President |
| (Printed Name and Title of Authorized Representative) (Date) |
| 10/24/23 |
| (Date) |
| 304-621 7494 (R) - Novel (For Novel or) |
| (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.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| Add and down Numbers Descripted. | |
|---|---|
| Addendum Numbers Received: (Check the box next to each addendu | m received) |
| [] Addendum No. 1 | [] Addendum No. 6 |
| [] Addendum No. 2 | [] Addendum No. 7 |
| [] Addendum No. 3 | [] Addendum No. 8 |
| [] Addendum No. 4 | [] Addendum No. 9 |
| [] Addendum No. 5 | [] Addendum No. 10 |
| discussion held between Vendor's reinformation issued in writing and ad | representation made or assumed to be made during any oral epresentatives and any state personnel is not binding. Only the ded to the specifications by an official addendum is binding. |
| Powelling | |
| Company | |
| Cal Sill | |
| Authorized Signature | |
| | |
| 10/24/23 | |
| 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 34 33 |
| State of | |
| County of Barbour, to-wit: | |
| Taken, subscribed, and sworn to before me this <u>3u</u> th of _ | Ochober , 2033. |
| My Commission expires <u>June 3</u> | _, 20 <mark>2\state .</mark> |
| AFFIX SEAL HERE NO | DTARY PUBLIC Kotin House |



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, | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| COUN | TY OF Barace, TO-WIT: | | | | | | | |
| | | | | | | | | |
| I, | Corl Alten , 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: <u>President</u> | | | | | | | |
| | Company Name: Powell Inc | | | | | | | |
| | Date: 10/24/23 | | | | | | | |
| | Date: | | | | | | | |
| Taken | , subscribed and sworn to before me this <u>auth</u> day of <u>october</u> , <u>aos</u> . | | | | | | | |
| Ву Со | mmission expires dire 3,2006 | | | | | | | |
| (Seal) | Titin Howell | | | | | | | |
| 200 | (Notary Public) | | | | | | | |



ARFQ 0608 DCR2400000045 REQUEST FOR QUOTATION

EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT

Eastern Regional Jail and Correctional Facility

1.15 CONTRACTOR DEFAULT:

- A. The following shall be considered a Contractor default under this Contract.
 - 1) Failure to perform Contract Services in accordance with the requirements contained herein.
 - 2) Failure to comply with other specifications and requirements contained herein.
 - 3) Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 4) Failure to remedy deficient performance upon request.

1.16 CONTRACT MANAGER:

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: Cort Alten

Telephone Number: 304-6217494

Fax Number: MA

Email Address: Powell inco Cyano-Com

END OF SPECIFICATIONS

EASTERN REGIONAL JAIL AND CORRECTIONAL FACILITY

ARFQ 0608 DCR2400000045 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

| Preventative Maintenance | Preventative Maintenance Unit of Measure | Preventative Maintenance Number of Times Per Year | Preventative Maintenance Unit Price Per Each Time | Preventative Maintenance Extended Amount |
|---|--|--|---|--|
| Equipment and Systems | | | | 00 0011 01 1 |
| Equipment and Systems | Biannual | 2 | 4 G200.5 | 1,400.1 |
| | | | Subtotal A: | \$ 12,400.00 |
| 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 | 06 ac | \$9,000,0 |
| Overtime Labor Rate | Hour | 16 | 05 B | |
| Holiday Labor Rate | Hour | 8 | Oh @ | 8 97 |
| Emergency Labor Rate | Hour | 8 | S & | 337 |
| | | | Subtotal B: | \$ 11,880 W |
| New Equipment, Devices, and Parts Markup Percentage Quote | Estimated New Equipi Markup Perc | Estimated New Equipment, Devices, and Parts Markup Percentage Cost ** | New Equipment, Devices, and Parts Markup Percentage | New Equipment, Devices, and Parts Markup Percentage Extended Amount |
| Parts | \$5,0 | \$5,000.00 | % % . | ®,021,20 € |
| | | | Subtotal C: | \$ (25) B |
| | | OVERALL COST (by | OVERALL COST (by adding subtotals A, B, and C) | * 31.030.00 |
| | <u>الر</u> | | | |
| Address: 170 Strington Rd | | | | |
| Figure No.: WA | | | | |
| Email Address: Powell inco Outloon Com- Authorized Signature | SOI COULT | | | |
| | / | | | |

NOTES:

* Quantities are estimated for bid evaluation purposes only. ** Estimated cost for bid evaluation purposes only.

SMETZ



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 SU | BROGATION IS WAIVED, subject trificate does not confer rights to | t to | the certi | terms and conditions of ficate holder in lieu of su | ich endorsement(s). | HET YES BOOK OF STANKING | require an endorsement. | A statement of |
|-------------|--|--------------|--------------|--|-----------------------------------|---------------------------------|--|----------------|
| PRODUC | | | | | CONTACT Suzanne | Metz | | (41) |
| | Krenzel Lett Insurance Group | | | | PHONE (A/C, No, Ext): | | FAX (A/C, No): | |
| | infield Rd. d, WV 25213 | | | | E-MAIL ADDRESS: smetz@a | klinsuranc | | |
| | ., | | | | | | RDING COVERAGE | NAIC# |
| | | | | | INSURER A : Erie Ins | | DOT TO MANAGEMENT CONTRACTOR STORY | 26830 |
| INSURED | | | | | INSURER B : NorthSt | grown with a grant and a second | | 13045 |
| INGUILL | | | | | INSURER C: | | | |
| | Powell, Inc. PO Box 306 | | | | INSURER D : | | | |
| | Barboursville, WV 25504 | | | | INSURER E : | | | |
| | | | | | INSURER F: | | | |
| COVE | TACES CED | TIEIC | ATE | NUMBER: | MODICELLI | | REVISION NUMBER: | |
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| CERT | TIFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH | PER | TAIN, | THE INSURANCE AFFOR | DED BY THE POLICI REFN REDUCED BY | IES DESCRIB PAID CLAIMS. | ED HEREIN IS SUBJECT TO | ALL THE TERMS |
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| A X | | INSD | WVD | 1 OLIO I NOMBER | (IVIIVI/DD/TTYY) | (MINITODITTT) | EACH OCCURRENCE \$ | 1,000 |
| ^ | CLAIMS-MADE X OCCUR | | | Q43-5150108 | 7/1/2023 | 7/1/2024 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ | 1.000 |
| - | CEANING-WINDE X | | | Q-70-0100100 | 11.172020 | ., | MED EXP (Any one person) \$ | - 5 |
| | | | | | | | | 1 000 |
| 1000 | | | | | | | | 2 000 |
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| B W | DRKERS COMPENSATION ID EMPLOYERS' LIABILITY Y/N | | | WCN6007904 | 12/3/2022 | 12/3/2023 | | 1,000 |
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| (M | andatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE S | 1 000 |
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| CERT | IFICATE HOLDER | | | | CANCELLATION | | | |
| | Eastern Regional Jail and C 94 Grapevine Road | orre | ction | al Facility | | N DATE TI | DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL B CY PROVISIONS. | |
| | Martinsburg, WV 25405 | | | | AUTHORIZED REPRES | nets— | | |
| L | L | | | | | 000 2015 AC | CORD CORPORATION A | II riahte I |