

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

Proc Folder: Reason for Modification: 1165007 Doc Description: Equipment and Systems Maintenance and Repairs Contract Proc Type: Agency Master Agreement **Date Issued Solicitation Closes** Solicitation No Version ARFQ 0608 DCR2300000143 2023-02-03 13:30 2023-01-16

BID RECEIVING LOCATION		
	A CONTRACT C	

VENDOR

Vendor Customer Code: COCOCO 2015 149

Vendor Name : Powell Inc.

Address: 170 Strington hd Belington WV26250

Street:

City: Belington

Zip: 26250 Country: USA State: WV

Principal Contact : COCI Pilen

Vendor Contact Phone: 304-621-7494 Extension:

FOR INFORMATION CONTACT THE BUYER

Philip K Farley (304) 549-1050

philip.k.farley@wv.gov

Vendor

Signature X 2 FEIN# 55-049 0737 DATE 2/3/73

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

Date Printed:

Jan 16, 2023

Page 1

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



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

Proc Folder: 1165007 Reason for Modification: Doc Description: Equipment and Systems Maintenance and Repairs Contract Change Order No.1: Proc Type: Agency Master Agreement Date Issued **Solicitation Closes** Solicitation No Version 2023-01-30 2023-02-03 13:30 ARFQ 0608 DCR2300000143 2

BID RECEIVING LOCATION	

VENDOR

Vendor Customer Code: 000000 à 01569

Vendor Name : Powell Inc.

Address:

Street: 170 Stringtown Rd

City: Belington

Country: VSA State: WV Zip: 210250

Principal Contact : CON Allen

Vendor Contact Phone: 304-621-7494 Extension:

FOR INFORMATION CONTACT THE BUYER

Philip K Farley (304) 549-1050

philip.k.farley@wv.gov

Vendor Signature X

FEIN# 55.0490737 DATE 2/3/23

Page 1

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

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

Date Printed: Jan 30, 2023

Huttonsville Correctional Center and Jail

ARFQ 0608 DCR2300000143 - 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		The state of the s				
Equipment and Systems	Biannual	2	13,000.00	26,000.00		
			Subtotal A:	24,000.00		
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	105.00			
Overtime Labor Rate	Hour	16	105.00	10,500.00		
Holiday Labor Rate	Hour	8	105.00	0,080,0		
Emergency Labor Rate	Hour	8	105.00	20.00		
New Equipment, Devices, and Parts Markup Percentage Quote Parts		nent, Devices, and Parts entage Cost **	New Equipment, Devices, and Parts Markup Percentage	and Parts Markup Percentage Extended Amount		
]	OVERALL COST (by	Subtotal C:	46, 250°C		
Sidder/Vendor Information: Jame: Powell Inc. Jame	50					
ax No.: mail Address: POWELL INCOMY authorized Signature	AHOO-COM					

NOTES:

^{*} Quantities are estimated for bid evaluation purposes only.

^{**} Estimated cost for bid evaluation purposes only.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name:	Powell Inc	
project.	c if no subcontractors will perfe	orm 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.
	NIA	·

Attach additional pages if necessary

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.

Carl Allen President
(Name, Titte)
Printed N. Presulant
(Printed Name and Title) 170 Stringtown Rol Belington WV 26250
(Address)
304- WAI-7494
(Phone Number) / (Fax Number)
powerling of yahoo.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 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.

Powell Inc	
(Company)	-
CalSella President	
(Authorized Signature) (Representative Name, Title)	-
Carl Allen President	
(Printed Name and Title of Authorized Representative) (Date)	
2/3/23	
(Date)	
304-621-1994	
(Phone Number) (Fax Number)	
(Email Address)	
Revised 11/01/2022	

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 No. 6 [] Addendum No. 7 [] Addendum No. 8 [] Addendum No. 9 [] Addendum No. 10

Addendum Numbers Received:

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.

Powell Inc	
Company	
Cal Sale	
Authorized Signature	
2/3/23	
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

"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:

OFFICIAL SEAL

STATE OF WEST VIRGINIA NOTARY PUBLIC KRISTIN HOWELL Crist Type Road Belington WV 26250 by Contension Expires:06/03/26

Vendor's Name: Powell Inc.		
Authorized Signature:	Date: 2/3/23	
State of WV		
County of box oout, to-wit:		
Taken, subscribed, and sworn to before me this 3rd	day of <u>February</u> , 20 23 .	
My Commission expires	, 20 <u>au</u> .	
AFFIX SEAL HERE	NOTARY PUBLIC Kniting Hower	
DANSARA A A A		-

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 PORVEY, TO-WIT: I, Corl Aller, after being first duly sworn, depose and state as follows: I am an employee of Powelling 1. (Company Name) I do hereby attest that _____ Powell Inc 2. (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 Inc Date: 2/3/23 Taken, subscribed and sworn to before me this 3rd day of February , 2023 . By Commission expires 43/20 (Seal) Notary Public) 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 DCR2300000143 REQUEST FOR QUOTATION EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT HUTTONSVILLE CORRECTIONAL CENTER AND JAIL

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 Allen
Telephone Number: 3001621-7494
Fax Number: MA
Email Address: powellines@ yahoo .Com

END OF SPECIFICATIONS

SMETZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 DEPORTS OF THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

-	this certificate does not confer righ	ts to	the c	ne terms and conditions ertificate holder in lieu o	s of the policy, ce	ertain	policies ma	ay require an endo	rsem	ent. A	statement on
	KODUCEK	Million (Alexander)									
	rthur Krenzel Lett Insurance Group 327 Winfield Rd.		CONTACT Suzanne Metz PHONE (A/C, No, Ext): FAX								
٧	/infield, WV 25213		(A/C, No, Ext):				FAX (A/C, N	o):			
					ADDRESS: SM			nce.com			
						IN	SURER(S) AFF	ORDING COVERAGE			NAIC#
1	ISURED		INSURER A : Erie Insurance P&C (WV)					26830			
	Powell, Inc.				INSURER B : No	orthS	tone Insur	rance Company			13045
	PO Box 306				INSURER C :		-				10043
	Barboursville, WV 25504				INSURER D :						
					INSURER E:				e e e e e e e e e e e e e e e e e e e		
C	OVERAGES CI	DTU	FIGA		INSURER F :						
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Ā	OTHER: AUTOMOBILE LIABILITY	-	-					PRODUCTS - COMP/OF	AGG	1	2,000,000
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3	TETER TION S							AGGREGATE		\$	4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OF	TH.	S	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WCN6007904	12/3/202	22 1	2/3/2023	-	TH- R		4 000 000
	If yes, describe under						-	E.L. EACH ACCIDENT		\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPL			1,000,000
						-		E.L. DISEASE - POLICY L	IMIT	s	1,000,000
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					SHOW -		Total description				
	Huttonsville Correctional Cen	ter			SHOULD ANY OF	THE	ABOVE DES	CRIBED POLICIES BI	E CAN	ICELLE	DBEFORE
	PO BOX 1				ACCORDANCE W	VITH T	HE POLICY	EOF, NOTICE WIL PROVISIONS	L BE	DELIV	ERED IN
	RT 250 South Huttonsville, WV 26273				The state of the s						
	ditonsvine, vvv 262/3				AUTHORIZED REPRESENTATIVE						
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CONTRACTOR LICENSE



AUTHORIZED BY THE West Virginia Contractor Licensing Board

NUMBER:

WV003726

CLASSIFICATION:

ELECTRICAL HEATING, VENTILATING & COOLING PLUMBING

> POWELL INC DBA POWELL INC 170 STRINGTOWN RD BELINGTON, WV 26250

DATE ISSUED

EXPIRATION DATE

OCTOBER 18, 2022

OCTOBER 18, 2023

Authorized Signature

Chair, West Virginia Contractor Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



DRUG-FREE WORKPLACE POLICY

Powell Inc. intends to help provide a safe and drug-free work environment for our clients and out employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Powell Inc.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or
 prescription medication without a prescription on Company or customer premises or while
 performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system
 while at work, while on the premises of the company or its customers, or while on company
 business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not
 taken in accordance with a prescription given to the employee.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- RANDOM TESTING: Employees may be selected at random for drug and /or alcohol testing at any interval determined by the Company.
- FOR-CAUSE TESTING: The Company may ask an employee to submit to a drug and/or alcohol
 test at any time it feels that the employee may be under the influence of drugs or alcohol,
 including, but not limited to, the following circumstances: evidence of drugs or alcohol on or
 about the employee's person or in the employee's vicinity, unusual conduct on the
 employee's part that suggest impairment or influence of drugs or alcohol, negative
 performance patterns, or excessive and unexplained absenteeism or tardiness.
- POST-ACCIDENT TESTING: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-thejob accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.