






State of West Virginia  
Agency Request for Quote

Proc Folder: 1269560	Doc Description: Equipment and Systems Maintenance and Repairs Contract SPJC	Reason for Modification: Added Addendum 2 with the correct shipping and invoice location.
Proc Type: Agency Master Agreement	Date Issued: 2023-08-03	Solicitation Closes: 2023-08-31 10:30
Solicitation No	ARFQ 0608 DCR2400000016	Version 2

<b>BID RECEIVING LOCATION</b>	

<b>VENDOR</b>	
Vendor Customer Code: 0000030569	Vendor Name: Powell Inc
Address: 170 Stringtown Rd	City: Beckington
State: WV	Country: USA
Zip: 26250	Principal Contact: GPM Allen
Vendor Contact Phone: 304-621-7494	Extension:

<b>FOR INFORMATION CONTACT THE BUYER</b>	
Mary R Kemper 304-957-8226 mary.r.kemper@wv.gov	

Vendor Signature X 	FEIN# 05-0490737	DATE 8/31/23
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All offers subject to all terms and conditions contained in this solicitation



State of West Virginia  
Agency Request for Quote

Reason for Modification: Addendum No. 3:		Proc Folder: 1269560	Proc Description: Equipment and Systems Maintenance and Repairs Contract SPJC	Proc Type: Agency Master Agreement
Version	Solicitation No	Solicitation Closes	ARFQ 0608 DCR2400000016	2023-08-21
3		2023-08-31 10:30		

**BID RECEIVING LOCATION**

Vendor Customer Code: 00000201569  
 Vendor Name : Powell Inc  
 Address : 170 Stringtown rd  
 Street :  
 City : Beington  
 State : WV  
 Country : USA  
 Zip : 26020  
 Principal Contact : Carl Allen  
 Vendor Contact Phone: 304-621-7494  
 Extension:

**VENDOR**

FOR INFORMATION CONTACT THE BUYER  
 Mary R Kemper  
 304-957-8226  
 mary.r.kemper@wv.gov

Vendor Signature X  
 FEIN# 55-049031  
 DATE

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



\_\_\_\_\_ (Email Address)  
*powellinc@jones.com*

\_\_\_\_\_ (Phone Number) / (Fax Number)  
*304-221-7494*

\_\_\_\_\_ (Date)  
*8/31/23*

\_\_\_\_\_ (Printed Name and Title of Authorized Representative) (Date)  
*Carl Allen President*

\_\_\_\_\_ (Authorized Signature) (Representative Name, Title)  
*[Signature]*

\_\_\_\_\_ (Company)  
*Powell Inc*

**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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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.

\_\_\_\_\_ (Email address)

\_\_\_\_\_ (Phone Number) / (Fax Number)  
*powellinc@jones.com*

\_\_\_\_\_ (Address)  
*304-221-7494*

\_\_\_\_\_ (Printed Name and Title)  
*170 Springtown Rd Belington WV 26026*


\_\_\_\_\_ (Name, Title)  
*Carl Allen President*

\_\_\_\_\_ (Signature)  
*[Signature]*

**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.

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

Date 8/31/23

Authorized Signature 

Company Powdair

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.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 4  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 6            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 7            | <input type="checkbox"/> Addendum No. 10 |

Addendum Numbers Received:  
(Check the box next to each addendum received)

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.

APPENDUM ACKNOWLEDGMENT FORM  
SOLICITATION NO.:

STATE OF WEST VIRGINIA  
PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(!), 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 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: (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: Powerline

Authorized Signature: [Signature] Date: 8/31/23

State of WV

County of Barbour, to-wit: \_\_\_\_\_

Taken, subscribed, and sworn to before me this 31<sup>st</sup> day of August, 2023.

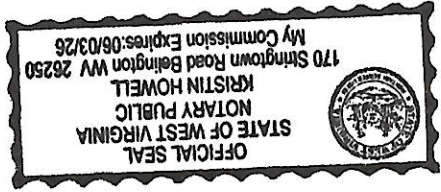
My Commission expires June 3, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

Kristin Howell



\_\_\_\_\_  
(Notary Public) *Kristin Howell*

(Seal)

By Commission expires *June 3, 2026*

Taken, subscribed and sworn to before me this *31<sup>st</sup>* day of *August*, *2023*.

\_\_\_\_\_  
Date: *8/31/23*

\_\_\_\_\_  
Company Name: *Powell Inc*

\_\_\_\_\_  
Title: *President*

\_\_\_\_\_  
Signature: *[Handwritten Signature]*

\_\_\_\_\_  
Printed Name: *Carl Allen*

The above statements are sworn to under the penalty of perjury.

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**.

2. I do hereby attest that \_\_\_\_\_  
(Company Name) *Powell Inc*

1. I am an employee of \_\_\_\_\_; and,  
(Company Name) *Powell Inc*

I, *Carl Allen*, after being first duly sworn, depose and state as follows:

\_\_\_\_\_, TO-WIT: *Barbour*

STATE OF WEST VIRGINIA,

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





**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: Carl Allen  
Telephone Number: 304-621-7494  
Fax Number: N/A  
Email Address: pswelling@yahooc.com

**END OF SPECIFICATIONS**

SAM PERDUE JUVENILE CENTER

ARFQ 0608 DCR240000016 - 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	Biannual	2	\$1600.00	\$3200.00

Subtotal A: \$3200.00


Correction Maintenance Hourly Rates	Correction Maintenance Unit of Measure	Correction Maintenance Estimated Annual Hours *	Correction Maintenance Unit Price	Correction Maintenance Extended Amount
Regular Labor Rate	Hour	100	\$90	\$9,000
Overtime Labor Rate	Hour	16	\$90	\$1,440
Holiday Labor Rate	Hour	8	\$90	\$720
Emergency Labor Rate	Hour	8	\$90	\$720

Subtotal B: \$11,880

New Equipment, Devices, and Parts Markup Percentage Quote	Estimated New Equipment, Devices, and Parts Markup Percentage Cost **	New Equipment, Devices, and Parts Markup Percentage Extended Amount
Parts	\$5,000.00	\$4,750

Subtotal C: \$4,750

OVERALL COST (by adding subtotals A, B, and C) \$21,830.00

Bidder/Vendor Information: Powell Inc  
 Name: Carl Allen  
 Address: 170 Stringtown Rd  
Belington WV 24250  
 Phone No.: 304-621-7494  
 Fax No.: N/A  
 Email Address: Powellinc@cyberhd.com  
 Authorized Signature: 

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

NOTES:



# CERTIFICATE OF LIABILITY INSURANCE

POWENC-01

SMETZ

DATE (MM/DD/YYYY)  
8/22/2023

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).

PRODUCER  
Arthur Krenzell Lett Insurance Group  
3327 Winfield Rd.  
Winfield, WV 25213

INSURED  
Powell, Inc.  
PO Box 306  
Barboursville, WV 25504

INSURER A: Erie Insurance P&C (WV) 26830  
INSURER B: NorthStone Insurance Company 13045  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES

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.

INSURER LTR	TYPE OF INSURANCE	INSURANCE NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Q43-5150108	7/1/2023	7/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$5,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	ANY AUTO OWNED AUTO ONLY HIRE NON-OWNED AUTO ONLY				COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	Q3-5170019	7/1/2023	7/1/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCN6007904	12/3/2022	12/3/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	DESCRIPTION OF OPERATIONS below (Mandatory in NH) (If yes, describe under ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N / N/A)	INSURANCE NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS

Proof of coverage. CANCELLATION

CERTIFICATE HOLDER  
Sam Perdue Juvenile Center  
843 Shelter Road  
Princeton, WV 24739

AUTHORIZED REPRESENTATIVE  
Signature  
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