



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


Proc Folder: 1269554			Reason for Modification:
Doc Description: Equipment and Systems Maintenance and Repairs Contract KHRJC			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-02	2023-08-29 10:30	ARFQ 0608 DCR2400000012	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: 00000201509
 Vendor Name : Powell Inc
 Address : 170 Stringtown Rd
 Street :
 City : Belington
 State : WV Country : USA Zip : 26250
 Principal Contact : Carl Allen
 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 8/28/23

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



State of West Virginia
Agency Request for Quote

Proc Folder: 1269554		Reason for Modification:	
Doc Description: Equipment and Systems Maintenance and Repairs Contract KHRJC		Added Addendum 2 with the correct shipping and invoice location.	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-03	2023-08-29 10:30	ARFQ 0608 DCR2400000012	2

BID RECEIVING LOCATION

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Vendor Name : Powell Inc

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Mary R Kemper
304-957-8226
mary.r.kemper@wv.gov

Vendor Signature X  FEIN# 55-0490737 DATE 8/28/23

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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 A. Powell President
(Name, Title)
Carl A. Powell President
(Printed Name and Title)
170 Stringtown Rd Belington WV 26250
(Address)
304-621-7494
(Phone Number) / (Fax Number)
powellinc@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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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 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)
Carl A. Powell President
(Authorized Signature) (Representative Name, Title)
Carl A. Powell President
(Printed Name and Title of Authorized Representative) (Date)
8/28/23
(Date)
304-621-7494
(Phone Number) (Fax Number)
powellinc@yahoo.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 receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

 
Authorized Signature

 8/28/23
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 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: Powell Inc

Authorized Signature: [Signature] Date: 8/28/23

State of WV

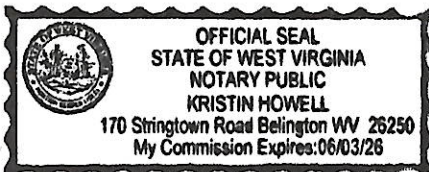
County of Barbar, to-wit:

Taken, subscribed, and sworn to before me this 28th day of August, 2023.

My Commission expires June 3, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Kristin Howell





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

STATE OF WEST VIRGINIA,

COUNTY OF Barbour, TO-WIT:

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

1. I am an employee of Powell Inc; and,
(Company Name)
2. I do hereby attest that Powell Inc
(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.

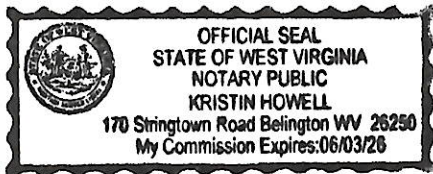
Printed Name: Carl Allen
 Signature: [Handwritten Signature]
 Title: President
 Company Name: Powell Inc
 Date: 8/28/23

Taken, subscribed and sworn to before me this 28th day of August, 2023.

By Commission expires June 3, 2026

(Seal)

Kristin Howell
(Notary Public)



ARFQ 0608 DCR240000012
REQUEST FOR QUOTATION
EQUIPMENT AND SYSTEMS MAINTENANCE AND REPAIRS CONTRACT
KENNETH HONEY RUBENSTEIN JUVENILE CENTER

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: Curt Allen
Telephone Number: 304-621-7494
Fax Number: N/A
Email Address: powellinc@yahoo.com

END OF SPECIFICATIONS



POWEINC-01

SMETZ

CERTIFICATE OF LIABILITY INSURANCE

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 Krenzel Lett Insurance Group 3327 Winfield Rd. Winfield, WV 25213	CONTACT NAME: Suzanne Metz	FAX (A/C, No):	
	PHONE (A/C, No, Ext):		
INSURED Powell, Inc. PO Box 306 Barboursville, WV 25504	E-MAIL ADDRESS: smetz@akliinsurance.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Erie Insurance P&C (WV)	26830	
	INSURER B : NorthStone Insurance Company	13045	
	INSURER C :		
	INSURER D :		
	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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Q43-5150108	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Q31-5170019	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WCN6007904	12/3/2022	12/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
Proof of coverage.

CERTIFICATE HOLDER

CANCELLATION

Kenneth Honey Rubenstein Juvenile Center
141 Forestry Camp Rd
Davis, WV 26260

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth Honey Rubenstein Juvenile Center

ARFQ 0608 DCR240000012 - Equipment and Systems Maintenance and Repairs Contract Pricing Page

Preventative Maintenance Equipment and Systems	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	\$4,200.00	\$8,400.00
			Subtotal A:	\$84,000.00

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	\$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:	\$11,880.00

New Equipment, Devices, and Parts Markup Percentage Quote	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	\$5,000.00	1.35 %	\$67,500.00
		Subtotal C:	\$6,750.00
OVERALL COST (by adding subtotals A, B, and C)			\$97,030.00

Bidder/Vendor Information: POWELL

Name: Carl Allen

Address: 170 Shingora Rd
Belmont, WV 26020

Phone No.: 304-621-7494

Fax No.: NA

Email Address: powell@powell.com

Authorized Signature: [Signature]

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