



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1187605

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: Universal Engineering & Contracting LLC

Alias/DBA: PATRICK SMITH

Total Bid: \$487,900.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2300000018

Published Date: 3/30/23

Close Date: 4/11/23

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Marshall County Readiness Center Generator & ATS Install				487900.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Contract Item #1- Lump Sum Price for purchase and installation of a new 1000Kw natural gas generator and a 1000AMP automatic transfer switch for the Marshall County Readiness Center, per the attached documentation.

Exhibit A
CRFQ ADJ23*18
Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR THE
PURCHASE & INSTALLATION OF A NEW 1000Kw NATURAL GAS GENERATOR & 1000AMP
AUTOMATIC TRANSFER SWITCH:

MARSHALL COUNTY READINESS CENTER
1600 South Lafayette Avenue, Moundsville, WV 26041

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents;
and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor,
material, equipment, supplies, and transportation to perform the work as described in the bidding documents.

VENDOR COMPANY NAME: Universal Engineering & Contracting LLC

VENDOR ADDRESS: 400 Airport Road Ste 7
Elkins WV 26241

TELEPHONE: 304-636-0011

FAX NUMBER: 304-621-6030

E-MAIL ADDRESS: pat@uec.global

CONTRACT TOTAL BID AMOUNT: COST: PURCHASE & INSTALLATION OF A NEW 1000Kw
NATURAL GAS GENERATOR & 1000AMP AUTOMATIC TRANSFER SWITCH: **at the Marshall County
Readiness Center, in Moundsville, WV.**

Four hundred eighty seven thousand nine hundred dollars

(\$ 487,900.00)

(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE:  DATE: 4/10/2023

NAME: Patrick Smith
(Please Print)

TITLE: President

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000018

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 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.

Universal Engineering & Contracting LLC

Company

Authorized Signature

4/10/2023

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Universal Engineering & Contracting, LLC
of 400 Airport Road, Elkins, WV 26241, as Principal, and The Ohio Casualty Insurance Company
of Boston, Massachusetts, a corporation organized and existing under the laws of the State of Massachusetts
with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Bid (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Marshall County Readiness Center Generator
Install 1000KW Diesel Generator and 1000 A Automatic Transfer Switch with Concrete pad and fencing

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 10th day of April, 2023.

Principal Seal

Universal Engineering & Contracting, LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
PRESIDENT
(Title)

Surety Seal

The Ohio Casualty Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Universal Engineering & Contracting, LLC
Agency Name: MOUNTAINEER INS SVCS INC Bond Number: BID-0018152
Obligee: West Virginia Army National Guard
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Charles Bell in the city and state of Beverly, WV, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 10th day of April, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



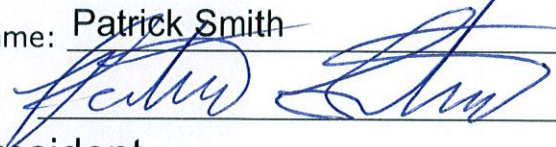
State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

I, Patrick Smith, after being first duly sworn, depose and state as follows:

1. I am an employee of Universal Engineering & Contracting LLC; and,
(Company Name)
2. I do hereby attest that Universal Engineering & Contracting LLC
(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: Patrick Smith
 Signature: 
 Title: President
 Company Name: Universal Engineering & Contracting LLC
 Date: 4/10/2023

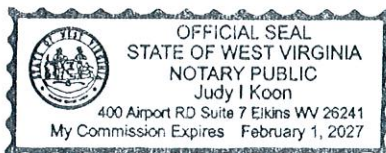
STATE OF WEST VIRGINIA,


COUNTY OF Randolph, TO-WIT:

Taken, subscribed and sworn to before me this 10th day of April, 2023.

By Commission expires February 1, 2027

(Seal)




 (Notary Public)

REQUEST FOR QUOTATION – CRFQ ADJ23*18
Marshall County Readiness Center Generator & Automatic Transfer Switch

• **11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency’s facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.

11.5. Vendor shall inform all staff of Agency’s security protocol and procedures.

12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Patrick Smith

Telephone Number: 304-678-9065

Fax Number: 304-621-6030

Email Address: Pat@uec.global

a. Liquidated Damages: Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency’s right to pursue any other available remedy.