



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 2

List View

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

Procurement Folder: 851218

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0211

Vendor ID: 000000174198

SO Doc ID: GSD2100000030

Legal Name: DEBRA-KUEMPEL INC

Published Date: 3/15/21

Alias/DBA:

Close Date: 4/8/21

Total Bid: \$62,232.00

Close Time: 13:30

Response Date: 04/08/2021

Status: Closed

Response Time: 11:04

Solicitation Description: Bldg. 55 Chiller Repairs, Annual PM, and CM

Responded By User ID: JGoff

Total of Header Attachments: 2

First Name: John

Total of All Attachments: 2

Last Name: Goff

Email: jgoff@dkemcor.com

Phone: 606-471-0219



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 851218
Solicitation Description: Bldg. 55 Chiller Repairs, Annual PM, and CM
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-04-08 13:30	SR 0211 ESR04082100000006899	1

VENDOR
 000000174198
 DEBRA-KUEMPEL INC

Solicitation Number: CRFQ 0211 GSD2100000030
Total Bid: 62232
Response Date: 2021-04-08
Response Time: 11:04:10
Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Air conditioning installation or maintenance or repair servi				22986.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Commodity Line Comments:

Extended Description:

Repairs as detailed in Section 3.1 of the specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual Preventative Maintenance Charge	1.00000	EA	6486.000000	6486.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Commodity Line Comments:

Extended Description:

Annual Preventative Maintenance
Services performed per Exhibit B

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Corrective Maintenance - Hourly Labor Rate	200.00000	HOUR	108.800000	21760.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Commodity Line Comments:

Extended Description:

Corrective Maintenance - Hourly Labor Rate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Corrective Maintenance - Parts Markup				11000.00

Comm Code	Manufacturer	Specification	Model #
72101511			

Commodity Line Comments: 1.1 markup

Extended Description:

Corrective Maintenance - Parts Markup

STATE OF WEST VIRGINIA
Purchasing Division

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 §5A-3-10a, 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: DE BIA-KUGRYGEL

Authorized Signature: [Signature] Date: 4/7/21

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 7th day of April, 2021.

My Commission expires July 27, 2022, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, John Goff, after being first duly sworn, depose and state as follows:

1. I am an employee of DEBRA-KUEMPEL; and,
(Company Name)
2. I do hereby attest that DEBRA-KUEMPEL
(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: John Goff
 Signature: [Handwritten Signature]
 Title: Business Dev. Exec.
 Company Name: DEBRA-KUEMPEL
 Date: 4/7/21

Taken, subscribed and sworn to before me this 7th day of April, 2021.

By Commission expires July 27, 2022

(Seal)

[Handwritten Signature]
(Notary Public)

REQUEST FOR QUOTATION
Chiller Repairs, Annual Preventative, and Corrective Maintenance
CRFQ GSD2100000030

EXHIBIT C - PRICING PAGES

Immediate Repairs:

Lump sum price for replacement of Compressor and Contactor on Circuit # 2

\$ 22,986

Annual Preventive Maintenance:

Annual Charge	x	1 month	=	Total Yearly Charge
\$ <u>6406</u>	x	1	=	\$ <u>6406</u>

Corrective Maintenance:

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>108.80</u>	x	200	=	\$ <u>21,760</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.1</u>	=	\$ <u>11,000</u>

Total Cost * \$ 62,142

* Total Cost is calculated by adding the Lump Sum for Immediate Repairs, Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD210000030

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 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.

DEBRA-KUEMPEL
Company

M. G. L.
Authorized Signature

4/7/21
Date

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

A DeBra-Kuempel Inc.

Proposal to Provide

Preventive Maintenance Services

Prepared for



**WV State Building 55
130 Stratton St.
Logan, WV 25601**

Ms. Melissa Pettrey

April 8, 2021

SUBMITTED BY:

John Goff

Business Development Executive

DeBra-Kuempel, Inc.

2102 13th Street

Ashland, Kentucky 41101

Phone: 606-331-7765

Cell: 606-471-0219

www.dkemcor.com

E-mail: jgoff@dkemcor.com



April 8, 2021

Ms. Melissa Pettrey
WV State Building 55
130 Stratton St.
Logan, WV 25601

Dear Melissa:

DeBra-Kuempel Inc. appreciates the opportunity to quote a Preventive Maintenance agreement for the chiller equipment at **WV State Building 55**.

A properly planned and executed Preventive Maintenance program can and will reduce costly emergency repairs and unscheduled equipment down time and will prolong the useful life span of your equipment. We have scheduled **monthly** preventive maintenance visits for this equipment.

A successful Preventive Maintenance program relies on documentation of equipment condition and status, used as a baseline to allow for prediction of component failure. We have enclosed our **chiller check out sheet** that will be filled out on each piece of equipment based upon your inspection interval. By having this documentation readily available, a history of equipment performance can be established. On subsequent inspections any deviance can be noted and dealt with accordingly. This proactive approach allows the problem to be recognized and corrected before major damage can occur.

We at DeBra-Kuempel Inc. look forward to working with you and your staff in performing this maintenance program. If any adjustments need to be made to the equipment list or scope of work, please contact me and the program can be altered appropriately.

Conditions

- ◆ This proposal is based upon all preventive maintenance work being performed during the normal working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- ◆ Invoices will be rendered as work progresses and all invoices are payable upon receipt.
- ◆ Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.
- ◆ This quotation is subject to revision if not accepted within thirty (30) days.
- ◆ To signify your acceptance, please sign both copies of the enclosed agreement and return one copy to my attention or refer specifically to this proposal on your purchase order.

Thank you for this opportunity to be of service. If you should have any questions or if I can be of further assistance, please contact me directly.

Respectfully,

DEBRA-KUEMPEL INC.

John Goff
Business Development Executive

EQUIPMENT SCHEDULE

Customer: WV State Building 55

Address: 130 Stratton St.
Logan, WV 25601

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Water Cooled Chiller	Trane	RTWD 110F 2B01 A1A AA2A 1A1X 1B0A	U12B02915	Mech. Room

****DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.**

WV STATE BUILDING 55

(1) Water Cooled Chiller	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Change oil filter	X											
Oil analysis	X											
Vibration analysis	X											
Change all filters	X											
Clean all strainers	X											
Check starters	X											
Check oil return system operation	X	X	X	X	X	X	X	X	X	X	X	X
Refrigerant leak check entire machine	X											
Megger motor	X											
Check and tighten all electrical connections	X											
Check and calibrate operating and safety controls	X											
Check and clean control panel	X											
Clean condenser tube	X											
Eddy current (every 3-5 years)												
Clean evaporator tubes (year of eddy current)												
Run system, fill out operating log sheet	X	X	X	X	X	X	X	X	X	X	X	X
Make recommendations of any required repairs	X	X	X	X	X	X	X	X	X	X	X	X

DEBRA-KUEMPEL INC. SAFETY AT A GLANCE

<u>Ten (10) Dedicated Safety Personnel:</u>	Enforce responsibility and accountability to our safety program Conduct pre-construction walk-throughs Document weekly site visits and audits Provide onsite training for specific tasks (confined space, fall protection, etc.) Safety personnel stationed in satellite offices
<u>Five (5) Life Saving Rules (LSRs):</u>	LSR #1: Personal Protective Equipment LSR #2: Lockout / Tagout LSR #3: Fall Protection LSR #4: Confined Space LSR #5: Electrical Safety
<u>Safety Program:</u>	Safety Training Courses – 1-hour and 2-hour training classes are held monthly. Toolbox Talks – implemented weekly with sign-off sheets. Job Safety & Health Analysis (JSHAs) – available for every task we complete. Pre-Task Work Permits – completed prior to the start of each new job providing awareness of any jobsite hazard. Safety Observations – managers complete monthly safety observations with their field staff elevating the importance of safety with greater management involvement. Safety Reports – safety managers complete this report during jobsite visits providing documentation of efforts in keeping every employee safe and each jobsite secure. Service Reports / Time Sheets – include a safety section for field staff’s Completion, bringing safety forward each and every day.
<u>Drug Free Workplace:</u>	Meets the requirements of Ohio Bureau of Workers Compensation (BWC), Construction Owners Association of the Tri-State (C.O.A.T.S.), and U.S. Department of Transportation (D.O.T.)
<u>Work Care:</u>	Incident Intervention Program provides immediate and appropriate first aid Treatment and follow up care to employees.
<u>Safety Communication:</u>	Weekly Meetings Monthly Safety Topics Weekly E-Mails Company-Wide Text Messages
<u>Safety Committee:</u>	Comprised of managers and field staff who discuss safety topics and implement New techniques and standards.
<u>iPhone Apps:</u>	Safety Data Sheets (SDS) Injury / Accident Reporting
<u>Safety Statistics:</u>	2018 Recordable Incident Rate 1.68 – EMR .65 2019 Recordable Incident Rate 1.22 – EMR .68 2020 Recordable Incident Rate 1.04 – EMR .77

SOLUTION OVERVIEW

- ◆ The following are a few benefits that **WV State Building 55** will receive by implementing a Preventive Maintenance program with DeBra-Kuempel Inc.:
 - Optimum comfort levels
 - Reduced downtime of equipment
 - Reduced premature equipment failures
 - Extended equipment life

- ◆ Upon start-up you will receive:
 - Assigned lead and backup technicians
 - A guaranteed priority response time (24/7/365)
 - Reduced labor rate
 - Electronic Service Reporting

PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

Customer Name:	WV State Building 55	Contact Name:	Ms. Melissa Pettrey
Address:	130 Stratton St. Logan, WV 25601	Phone:	304-558-0094
		Email:	melissa.k.pettrey@wv.gov
		Effective Date:	5/1/2021 – 4/30/2022
Equipment Location:	Same as above.		
		Service Interval:	Monthly

INVESTMENT

Pricing: DeBra-Kuempel Inc. will perform the services as outlined previously for the sum of:

Service	Total Cost	Accept/Decline	
Replacement of Compressor & Contactor on Circuit #2	\$22,986	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Total Yearly Charge	\$6,486	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
(200) Hours of Corrective Maint.	\$21,760	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Corrective Maint. Estimated Parts Cost	\$11,000	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
Total Cost (Lump Sum for Immediate Repairs + Total Yearly Cost + Total Labor Cost + Total Parts Cost)	\$62,142	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline

Note: DeBra-Kuempel Inc. will offer a 2.5% discount off the annual amount if the annual amount is "Paid in Full" within 30 days of the contract agreement date.

This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above, and the third-year price will **increase 5%**. Billing options will be the same as above.

Accept Decline Name _____

EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:		Submitted by:	DeBra-Kuempel Inc.
Signature:		Signature:	
Name (printed):		Name (printed):	Bill Flaughter
Title:		Title:	Vice President
Date:		Date:	

TERMS & CONDITIONS

1. We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
2. Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel Inc. agrees to provide the customer with reports indicating service work performed.
3. We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
4. The Owner agrees to provide access to all equipment. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hour work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to as equitable adjustment for time for performance and costs.
5. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel Inc. on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel Inc. to make corrections in design or installation of the equipment.
6. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
7. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or others conditions beyond DeBra-Kuempel Inc.'s control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel Inc.'s advice and instructions, or work or materials furnished by any other party.
8. This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel Inc. shall have free access to enter customer locations to disconnect and remove any DeBra-Kuempel Inc. personal proprietary property or devices as well as remove any and all DeBra-Kuempel Inc.-owned parts, tools and personal property. Additionally, customer agrees to pay DeBra-Kuempel Inc. for all incurred but unamortized service costs performed by DeBra-Kuempel Inc. including overheads and a reasonable profit, not to exceed the annual contract amount.
9. DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency of payment.

NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this Proposal shall not be amended, modified, or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Sellers, and, in the case of non-payment, Seller shall be entitled to

any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials has been installed pursuant to this contract, then as to that part of said equipment and materials which has been installed and the labor and services related thereto, the Seller shall have a mechanic's lien against the premises where said equipment and materials has been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Payment due Seller under this contract is payable on receipt of Seller's invoice. Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.

WARRANTIES AND LIMITS OF LIABILITY

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or time or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

INSURANCE

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.



Preventive Maintenance Annual Account Review

Example

DeBra-Kuempel Inc. will provide an annual review of the Preventive Maintenance program at your site. Our intention is to provide you with an overall assessment of the Preventive Maintenance program's effectiveness and discuss options for improvements / changes with your input. Examples of the kinds of reports that can be generated are as follows, but can be tailored to your individual needs:

- Review of Annual Expenses / Capital Plan Report
 - Includes Preventive Maintenance contract and Time & Material costs and Quoted Jobs
- Snapshot of Equipment Condition / Life Expectancy
 - Budgeting for replacement where advisable
- Identifying and Prioritizing Repairs by Unit