

**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.

Franklin A. Pierson Sr President  
(Name, Title)

Franklin A. Pierson Sr President  
(Printed Name and Title)

1234 OHIO AVE Dunbar, WV 25064  
(Address)

304-722-1810 - 304-722-1846  
(Phone Number) / (Fax Number)

SERVICE@PTSWV.COM  
(email address)

01/05/22 09:40:12  
BY: [illegible]  
[illegible]

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

PERSON REGENERATION SERVICE / PERSON TECHNICAL SERVICE  
(Company)

Frank A. Pierson Sr President  
(Authorized Signature) (Representative Name, Title)

Franklin A. Pierson Pres.  
(Printed Name and Title of Authorized Representative)

1-5-2022  
(Date)

304-722-1810 / 304-722-1846  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION – CRFQ BVH22\*02**  
**Kitchen Equipment, Refrigeration, Boilers and Water Fountain Maintenance Contract**

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9.3. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **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:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

*Franklin A. PERSON SR*  
*304-722-810*  
*304-722-1846*  
*Service@PTS.WV.COM*

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Kitchen Equipment, Refrigeration, Boilers and Water Fountain Maintenance Contract

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**EXHIBIT B - PRICING PAGES**

**Preventive and Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Yearly Hours=	Total Yearly Labor Cost
\$ <u>77.00</u>	x	300	= \$ <u>23,100</u>

**Holiday Labor Corrective Maintenance:**

Hourly Holiday Labor Rate	x	Estimated Hours	=	Total Holiday Labor Cost
\$ <u>115.50</u>	x	24	=	\$ <u>2772.00</u>

Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$5,000.00	x	<u>1.3</u>	=	\$ <u>6500.00</u>

<b>Total Cost *</b>				\$ <u>32,372.00</u>
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\* Total Cost is calculated by adding the Total Yearly Labor Cost, Total Holiday Labor Cost, and the Total Parts Cost. Estimated hours are estimated for bid purposes only.

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 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:**

Vendor's Name: Pierson Refrigeration Service / Pierson Technical Service

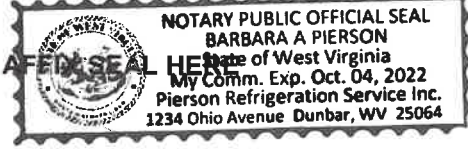
Authorized Signature: Franklin A. Pierson SA Date: 1-5-22

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5 day of January, 2022

My Commission expires October 4, 2022



NOTARY PUBLIC Barbara A. Pierson