



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](http://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](http://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

Procurement Folder: 644624

Procurement Type: Central Master Agreement

Vendor ID: 000000174198

Legal Name: DEBRA-KUEMPEL INC

Alias/DBA:

Total Bid: \$38,449.00

Response Date: 11/14/2019

Response Time: 10:06

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2000000013

Published Date: 11/8/19

Close Date: 11/14/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #2 HVAC MAINTENANCE AND REPAIR OPEN

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 644624

**Solicitation Description :** Addendum #2 HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-14 13:30:00	SR 0439 ESR11141900000003047	1

<b>VENDOR</b>
000000174198 DEBRA-KUEMPEL INC

**Solicitation Number:** CRFQ 0439 EBA2000000013

**Total Bid :** \$38,449.00      **Response Date:** 2019-11-14      **Response Time:** 10:06:00

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	HVAC MAINTENANCE AND REPAIR SERVICES				\$38,449.00

Comm Code	Manufacturer	Specification	Model #
72101511			

<b>Extended Description :</b>	HVAC MAINTENANCE AND REPAIR SERVICES
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**Comments:** Please see attached breakdown for pricing

**REQUEST FOR QUOTATION  
RFQ EBAr68314c, HVAC Maintenance**

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**EXHIBIT C - PRICING PAGES – REVISED 11/6/2019\*\***

**Preventive Maintenance:**

(A) Annual Preventive Maintenance Charges (Exhibit A items 1-9)	x	1 Time per Year	=	Total Yearly Charge
\$ 5,986.00	x	1	=	\$ 5,986.00
(B) Semi-Annual Preventive Maintenance Charges (Exhibit A items 10-12)	x	2 Times per Year	=	Total Yearly Charge
\$ 1,422.00	x	2	=	\$ 2,844.00
(C) Every Other Year Preventive Maintenance Charges (Exhibit A item 13)	x	.5 Times per Year	=	Total Yearly Charge
\$ 1,086.00	x	.5	=	\$ 543.00
(D) Quarterly Preventive Maintenance Charges (Exhibit A items 14 & 15)	x	3 Times per Year	=	Total Yearly Charge
\$ 552.00	x	3	=	\$ 1,656.00
		<b>Total Yearly Preventive Maintenance Cost (A-D)</b>	=	<b>\$ 11,029.00</b>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ 102.80	x	150	=	\$ 15,420.00
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	1.2	=	\$ 12,000.00
		<b>Total Corrective Maintenance Cost (Total Labor + Total Parts)</b>	=	<b>\$ 27,420.00</b>

**Total Bid Cost \*      \$ 38,449.00**

\* Total Bid Cost is calculated by adding the Total Yearly Preventive Maintenance Cost and the Total Corrective Maintenance Cost.

\*\*This exhibit has been revised to accurately reflect references to items on Exhibit A



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

State of West Virginia  
 Request for Quotation

Proc Folder: 644624

Doc Description: Addendum #2 HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version
2019-11-08	2019-11-14 13:30:00	CRFQ	0439 EBA2000000013	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Name, Address and Telephone Number:**

DeBra-Kuempel, Inc.  
 2102 13th Street  
 Ashland, KY 41101  
 Phone: 606-331-7765

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X 

FEIN # 31-1615931

DATE 11/14/2019

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

**ADDITIONAL INFORMATION:**

Addendum #2 issued to:

1. Provide responses to vendor questions.
2. Provide a revised copy of the bonding and insurance requirements for this solicitation.

End of Addendum #2

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HVAC MAINTENANCE AND REPAIR SERVICES				

Comm Code	Manufacturer	Specification	Model #
72101511			

**Extended Description :**

HVAC MAINTENANCE AND REPAIR SERVICES

<b>EBA200000013</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #2 HVAC MAINTENANCE AND REPAIR OPEN END CONTRACT	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: RFO EBAr, 68314c**

**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 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, Inc.

Company

Authorized Signature

11/14/2019

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: DeBra-Kuempel, Inc.

Contractor's License No.: WV-052478

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.


**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**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.

Joe Copley, Account Manager  
(Name, Title)  
Joe Copley, Account Manager  
(Printed Name and Title)  
2102 13th Street, Ashland, KY 41101  
(Address)  
606-331-7765  
(Phone Number) / (Fax Number)  
jcopley@dkemcor.com  
(email address)

**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.

DeBra-Kuempel, Inc.  
(Company)  
  
(Authorized Signature) (Representative Name, Title)

Bill Flaughter, Vice President  
(Printed Name and Title of Authorized Representative)

11/14/2019  
(Date)

513-271-6500      Fax: 513-271-4676  
(Phone Number) (Fax Number)



**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, Bill Flaughner, after being first duly sworn, depose and state as follows:

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

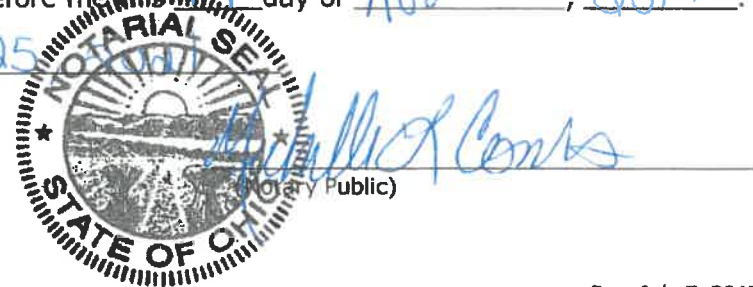
Printed Name: Bill Flaughner  
 Signature: [Handwritten Signature]  
 Title: Vice President  
 Company Name: DeBra-Kuempel, Inc.  
 Date: 11/14/2019

Taken, subscribed and sworn to before me this 14 day of Nov, 2019.

By Commission expires Dec 25

(Seal)

**MICHELLE L. COMBS**  
Notary Public, State of Ohio  
My Commission Expires 12-25-2021



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: DeBra-Kuempel, Inc.

Authorized Signature: [Signature] Date: 11/14/2019

State of OHIO

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 14 day of November, 2019.

My Commission expires Dec 25

**AFFIX SEAL HERE**

MICHELLE L. COMBS  
Notary Public, State of Ohio  
My Commission Expires 12-25-2021



[Signature]