



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](#) | [Clarification Request](#)

**Procurement Folder:** 852947

**Procurement Type:** Central Master Agreement

**Vendor ID:** 000000174198

**Legal Name:** DEBRA-KUEMPEL INC

**Alias/DBA:**

**Total Bid:** \$13,316.00

**Response Date:** 04/08/2021

**Response Time:** 11:07

**Responded By User ID:** JGoff

**First Name:** John

**Last Name:** Goff

**Email:** jgoff@dkemcor.com

**Phone:** 606-471-0219

**SO Doc Code:** CRFQ

**SO Dept:** 1400

**SO Doc ID:** AGR2100000016

**Published Date:** 4/5/21

**Close Date:** 4/8/21

**Close Time:** 13:30

**Status:** Closed

**Solicitation Description:** Refrigeration Maintenance & Repair

**Total of Header Attachments:** 2

**Total of All Attachments:** 2



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:** 852947  
**Solicitation Description:** Refrigeration Maintenance & Repair  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-04-08 13:30	SR 1400 ESR04082100000006900	1

**VENDOR**  
 000000174198  
 DEBRA-KUEMPEL INC

**Solicitation Number:** CRFQ 1400 AGR2100000016  
**Total Bid:** 13316  
**Response Date:** 2021-04-08  
**Response Time:** 11:07:20  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@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	Refrigeration Maintenance & Repair				13316.00

Comm Code	Manufacturer	Specification	Model #
70142011			

**Commodity Line Comments:** Monthly Cost - \$768 per month  
Bi- Annual Cost - \$2,050 per visit.

**Extended Description:**

Refrigeration Maintenance & Repair

REQUEST FOR QUOTATION  
**Refrigeration Maintenance**

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**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>768.00</u>	x	12	=	\$ <u>9,216.00</u>
Bi-Annual Charge	x	2 Times per Year	=	Total Yearly Charge
\$ <u>2,050.00</u>	x	2	=	\$ <u>4,100.00</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>106.80</u>	x	200	=	\$ <u>21,360.00</u>
Estimated Parts Cost	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.1</u>	=	\$ <u>11,000.00</u>

**Total Cost \***      \$ 45,676.00

\* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

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**Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

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-KUGRYBEL

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

State of Kentucky

County of Boyd, to-wit:

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

By Commission expires July 27, 2022

(Seal)

[Handwritten Signature]  
 (Notary Public)



State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with **West Virginia Code § 21-1D-7b**, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: John Goff

Vendor Telephone: 606-331-7765

Vendor Address: 2102 13th Street  
Ashland, KY 41101

Vendor Fax: N/A

Vendor E-Mail: jgoff@dkemcor.com

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, DeBra-Kuempel Inc.  
of 3976 Southern Avenue, Cincinnati, OH 45227, as Principal, and Travelers Casualty and Surety Company of America  
of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of CT  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ 5% of Amt. 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.

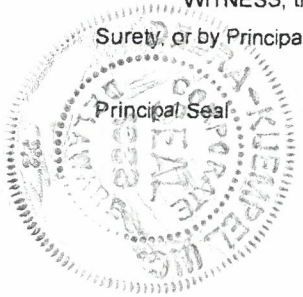
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
West Virginia Department of Agriculture Refrigeration Maintenance and Repair  
at multiple locations in West Virginia - HVAC

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 5th day of April, 2021.



Principal Seal

DeBra-Kuempel Inc.  
(Name of Principal)

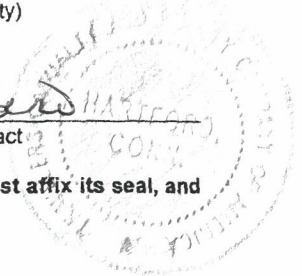
By J. D. Clark  
(Must be President, Vice President, or  
Duly Authorized Agent)

President.  
(Title)

Surety Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

Rita Losquadro  
Rita Losquadro, 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.**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

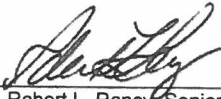
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rita Losquadro** of **UNIONDALE**, **New York**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5TH day of APRIL, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**HARTFORD, CT 06183**

**PRINCIPAL'S ACKNOWLEDGMENT**

State of Ohio, County of Hamilton } ss.

On this 7th day of April in the year 2021, before me, the undersigned, personally appeared Joe D. Clark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Debbie A. Biggs  
DEBBIE A. BIGGS, Notary Public  
Notary Public, State of Ohio  
My Commission Expires 02-21-2023

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of NEW YORK, County of NASSAU } ss.

On this 5th day of April in the year 2021, before me, the undersigned, personally appeared Rita Losquadro, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Nassau County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Nelly Renchiwich

Notary Public  
**NELLY RENCHIWICH**  
Notary Public, State of New York  
No. 01RE6218158  
Qualified in Nassau County  
Commission Expires March 1, 2022

HARTFORD, CONNECTICUT 06183  
FINANCIAL STATEMENT AS OF DECEMBER 31, 2019  
AS FILED IN THE STATE OF NEW YORK  
CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
<b>TOTAL ASSETS</b>	<b>\$ 4,386,702,020</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,386,702,020</b>



A DeBra-Kuempel Inc.

*Proposal to Provide*

## Preventive Maintenance Services

*Prepared for*



**West Virginia Department of Agriculture**  
Kent Leonhardt, Commissioner

**WV Agriculture Warehouse**  
**4496 Cedar Lakes Drive**  
**Ripley, WV 25271**

**Mr. Jason Parsons**

**April 8, 2021**

**SUBMITTED BY:**

**John Goff**

**Business Development Executive**

**DeBra-Kuempel, Inc.**

2102 13<sup>th</sup> Street

Ashland, Kentucky 41101

Phone: 606-331-7765

Cell: 606-471-0219

[www.dkemcor.com](http://www.dkemcor.com)

E-mail: [jgoff@dkemcor.com](mailto:jgoff@dkemcor.com)



April 8, 2021

Mr. Jason Parsons  
WV Agriculture Warehouse  
4496 Cedar Lakes Drive  
Ripley, WV 25271

Dear Jason:

DeBra-Kuempel Inc. appreciates the opportunity to quote a Preventive Maintenance agreement for the refrigeration equipment at **WV Agriculture Warehouse**.

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 **refrigeration 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 Agriculture Warehouse

**Address:** 4496 Cedar Lakes Drive  
Ripley, WV 25271

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
7	Freezer Condensing Units	Master-Bilt	BRCLX-2002	U01551	**
			BRCLX-2002	U01541	**
			BRCLX-2002	U01555	**
			BCX-2202E	U09384	**
			BCX-2202E	U09340	**
			BCX-2202E	U09326	**
			BCX-2202E	U09266	**
5	Cooler Condensing Units	Master-Bilt	BRCH-750	U01609	**
			BRCH-1002	U01500	**
			BRCH-BCM-1001E1002	U01605	**
			BRCM-752	U09283	**
			**	401600	**
15	Compressors	American Compressor	4DT-200-TSK	**	**
		American Compressor	2DA3R89KE-TFD-800	ET17J60445R	**
		Copeland	2DA3R89KE-TFD-800	ET17I60848R	**
		Copeland	2DA3R89KE-TFD-800	ET17H6358R	**
		Copeland	2DA3R89KE-TFD-800	ET17I60847R	**
		Copeland	4DT3F76KE-TSK-800	03G64765R	**
		Copeland	4DT3F76KE-TSK-800	20B60204R	**
		Copeland	4DT3F76KE-TSK-800	16E64346R	**
		Copeland	4DT3F76KE-TSK-800	10H65064R	**
		Copeland	4DT3F76KE-TSK-800	12C61558R	**
		Copeland	3DS3F46KE-TFD-800	ET17K60991R	**
		Copeland	4DJNF76KE-TFD-800	08G64971R	**
		Copeland	BCH0086MDACZC1769	T21A06369	**
		Copeland	BCH0086MDACZC1769	T21A06367	**
		Copeland	BCH0086MDACZC1769	T21A06368	**

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

## WV AGRICULTURE WAREHOUSE

<b>Walk-In Coolers / Freezers</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Inspect condenser, clean annually	X	X	X	X	X	X	X	X	X	X	X	X
Check and record refrigeration charge				X								
Check operating and safety controls	X	X	X	X	X	X	X	X	X	X	X	X
Check evaporator for cleanliness	X	X	X	X	X	X	X	X	X	X	X	X
Check condensate drain	X	X	X	X	X	X	X	X	X	X	X	X
Check drain heater	X	X	X	X	X	X	X	X	X	X	X	X
Check box temperature	X	X	X	X	X	X	X	X	X	X	X	X
Check door seal and closer	X	X	X	X	X	X	X	X	X	X	X	X
Check and record amperage draw of compressor	X	X	X	X	X	X	X	X	X	X	X	X
Check and record amperage draw of fans	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
Inspect condenser, clean annually	X	X	X	X	X	X	X	X	X	X	X	X
Check and record refrigeration charge	X	X	X	X	X	X	X	X	X	X	X	X
Check operating and safety controls	X	X	X	X	X	X	X	X	X	X	X	X
Check evaporator for cleanliness	X	X	X	X	X	X	X	X	X	X	X	X
Check condensate drain	X	X	X	X	X	X	X	X	X	X	X	X
Check drain heater	X	X	X	X	X	X	X	X	X	X	X	X

<b>Reach-In Refrigerators / Freezers</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Check door seal	X	X	X	X	X	X	X	X	X	X	X	X
Check box temperature	X	X	X	X	X	X	X	X	X	X	X	X
Check defrost heater and temperature controls if applicable	X	X	X	X	X	X	X	X	X	X	X	X
Check unit operation	X	X	X	X	X	X	X	X	X	X	X	X
Check temperature control	X	X	X	X	X	X	X	X	X	X	X	X
Clean condenser coil using compressed air	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

<b>( ) Reach-In Coolers ( ) Keg Coolers/Draft Dispensers</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Inspect door seal for proper condition and operation	X	X	X	X	X	X	X	X	X	X	X	X
Check and record temperature setpoint	X	X	X	X	X	X	X	X	X	X	X	X
Check unit for proper operation	X	X	X	X	X	X	X	X	X	X	X	X
Check temperature control for proper operation	X	X	X	X	X	X	X	X	X	X	X	X
Clean condenser coil	X	X	X	X	X	X	X	X	X	X	X	X
Complete refrigeration unit check out 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

<b><u>Ten (10) Dedicated Safety Personnel:</u></b>	<p>Enforce responsibility and accountability to our safety program</p> <p>Conduct pre-construction walk-throughs</p> <p>Document weekly site visits and audits</p> <p>Provide onsite training for specific tasks (confined space, fall protection, etc.)</p> <p>Safety personnel stationed in satellite offices</p>									
<b><u>Five (5) Life Saving Rules (LSRs):</u></b>	<p>LSR #1: Personal Protective Equipment</p> <p>LSR #2: Lockout / Tagout</p> <p>LSR #3: Fall Protection</p> <p>LSR #4: Confined Space</p> <p>LSR #5: Electrical Safety</p>									
<b><u>Safety Program:</u></b>	<p><b>Safety Training Courses</b> – 1-hour and 2-hour training classes are held monthly.</p> <p><b>Toolbox Talks</b> – implemented weekly with sign-off sheets.</p> <p><b>Job Safety &amp; Health Analysis (JSHAs)</b> – available for every task we complete.</p> <p><b>Pre-Task Work Permits</b> – completed prior to the start of each new job providing awareness of any jobsite hazard.</p> <p><b>Safety Observations</b> – managers complete monthly safety observations with their field staff elevating the importance of safety with greater management involvement.</p> <p><b>Safety Reports</b> – safety managers complete this report during jobsite visits providing documentation of efforts in keeping every employee safe and each jobsite secure.</p> <p><b>Service Reports / Time Sheets</b> – include a safety section for field staff’s Completion, bringing safety forward each and every day.</p>									
<b><u>Drug Free Workplace:</u></b>	<p>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.)</p>									
<b><u>Work Care:</u></b>	<p>Incident Intervention Program provides immediate and appropriate first aid Treatment and follow up care to employees.</p>									
<b><u>Safety Communication:</u></b>	<p>Weekly Meetings</p> <p>Monthly Safety Topics</p> <p>Weekly E-Mails</p> <p>Company-Wide Text Messages</p>									
<b><u>Safety Committee:</u></b>	<p>Comprised of managers and field staff who discuss safety topics and implement New techniques and standards.</p>									
<b><u>iPhone Apps:</u></b>	<p>Safety Data Sheets (SDS)</p> <p>Injury / Accident Reporting</p>									
<b><u>Safety Statistics:</u></b>	<table> <tr> <td>2018</td> <td>Recordable Incident Rate</td> <td>1.68 – EMR .65</td> </tr> <tr> <td>2019</td> <td>Recordable Incident Rate</td> <td>1.22 – EMR .68</td> </tr> <tr> <td>2020</td> <td>Recordable Incident Rate</td> <td>1.04 – EMR .77</td> </tr> </table>	2018	Recordable Incident Rate	1.68 – EMR .65	2019	Recordable Incident Rate	1.22 – EMR .68	2020	Recordable Incident Rate	1.04 – EMR .77
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 Agriculture Warehouse** 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
  
- ◆ Annual condenser coil cleaning and coil cleaner is included.

## PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

<b>Customer Name:</b>	WV Agriculture Warehouse	<b>Contact Name:</b>	Mr. Jason Parsons
<b>Address:</b>	4496 Cedar Lakes Drive Ripley, WV 25271	<b>Phone:</b>	304-558-0573
		<b>Email:</b>	<a href="mailto:jparsons@wvda.us">jparsons@wvda.us</a>
		<b>Effective Date:</b>	May 1, 2021
<b>Equipment Location:</b>	Same as above.		
		<b>Service Interval:</b>	Monthly

### INVESTMENT

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

Service	Total Cost	Accept/Decline
Monthly Service	\$9,216 per year	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Semi-Annual Service	\$4,100 per year	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
(200) Hours of Corrective Maint.	\$21,360	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Corrective Maint. Estimated Parts Cost	\$11,000	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
<b>Total Cost (Total Yearly Cost + Total Labor Cost + Total Parts Cost)</b>	<b>\$45,676</b>	<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

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

## 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