


Request for Bids		 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2599		Bid# MU21HHCHILLER	
Vendor:				For information call: Purchasing Contact: Angela Negley Phone: (304) 696-2599 Email: negley4@marshall.edu & Purchasing@marshall.edu	
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.					
DATE 3/24/21		MANDATORY PRE-BID MEETING: 4/6/21 at 10:00 a.m., LPT, via Zoom.		DEPARTMENT REQUISITION NO. MU21HHCHILLER	
				BIDS OPEN: 4/20/21 at 3:00 p.m., LPT. Broadcast via Zoom.	
				BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description		Unit Price	Extended Price
		<u>REQUEST FOR BIDS</u> Marshall University on behalf of the Governing Board, is soliciting bids from qualified companies to establish a Comprehensive Contract for Chiller Maintenance and Repair Services for Housing and Residence Life's Harless Hall. Project Name: MU21HHCHILLER Mandatory Pre-Bid Meeting: Tuesday, April 6, 2021, at 10:00 a.m., LPT via Zoom at the following link. https://marshall.zoom.us/j/92512537615?pwd=Znhnd0FoNU5SaTQxN1lrcHZRUjJldz09 . A Site Inspection will also be held on Wednesday, April 7, 2021, at 10:00 a.m. LPT, only for those vendors who attended the mandatory pre-bid meeting. The Site Inspection is not mandatory and will be discussed during the mandatory pre-bid meeting. Deadline for Technical Questions: Friday, April 9, 2021, by 9:00 a.m., LPT Bid Opening Time and Date: Tuesday, April 20, 2021, at 3:00 p.m., LPT via Zoom at the following link: https://marshall.zoom.us/j/96648491367?pwd=SnhkNkZDRVc3NWFVOWQyTmIwUXRldz09 .			
				Total	\$58,680.00

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from

Ashland, KYwithin 10 days

FOB

After receipt of order at address shown

Terms

Bidder's name Vendor

DeBra-Kuempel

Signed By

Typed Name

John Goff

Title

Business Development Executive

Email

jgoff@dkemcor.com

Street Address

2102 13th St

City/State/Zip

Ashland, KY 41101

Date

4/20/21Phone 606.471.0219

Fein

31-1615391

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MU21HHCHILLER
(If Applicable)

Marshall University Harless Hall

Comprehensive Chiller Maintenance and Repair Services

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 specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="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 University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DeBra-Kuempel

Company

Authorized Signature

4.20.21

Date

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

December 2, 2019

REQUEST FOR BIDS
MU21HHCHILLER
Marshall University Housing and Residence Life – Harless Hall
Comprehensive Chiller Maintenance and Repair Services

EXHIBIT D – PRICING PAGE

Comprehensive Inspection, Preventive Maintenance and Corrective Maintenance:

Monthly Charge x 12 months = Total Yearly Charge

\$ 3,500 x 12 = \$ 42,000

Semi-Annual Charge x Twice Annually = Total Yearly Charge

\$ 8,340 x 2 = \$ 16,680

Annual Charge x Annually = Total Yearly Charge

\$ x 1 = \$

TOTAL MONTHLY/SEMI-ANNUAL AND ANNUAL COST: \$ 58,680



State of West Virginia
PURCHASING DIVISION
Construction Bid Submission Review Form

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.

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: DEBRA KUGRAGEL

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, 2022.

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: [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)

[Signature]
(Notary Public)

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
Physical Plant Comprehensive Chiller Maintenance & Repair Services
Marshall University
Huntington, WV - 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 12th day of April, 20 21.

Principal Seal

DeBra-Kuempel Inc.

(Name of Principal)

By J. P. Clark

(Must be President, Vice President, or
Duly Authorized Agent)

President

(Title)

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 **12TH** 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

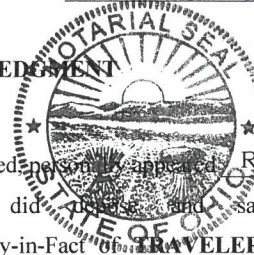
PRINCIPAL'S ACKNOWLEDGMENT

State of Ohio, County of Hamilton } ss.
 On this 14th 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
 Notary Public

SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU } ss.
 On this 12th day of April in the year 2021, before me, the undersigned, personally appeared Joe D. Clark,
 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.



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

Nelly M. Renchiwich
 Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

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

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	\$ 2,534,855,020
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$ 4,625,889,627

A DeBra-Kuempel Inc.

Proposal to Provide

Chiller Total Preventive Maintenance Services

Prepared for



Marshall University
Harless Hall
1 John Marshall Drive
Huntington, West Virginia 25755

Ms. Angela Negley

April 20, 2021

SUBMITTED BY:

John Goff

Business Development Executive

DeBra-Kuempel, Inc.

2102 13th Street

Ashland, Kentucky 411011

Phone: 606-331-7765

Cell: 606-471-0219

www.dkemcor.com

E-mail: jgoff@dkemcor.com



April 20, 2021

Ms. Angela Negley
Marshall University – Harless Hall
1 John Marshall Drive
Huntington, West Virginia 25755

Dear Angela:

DeBra-Kuempel Inc. appreciates the opportunity to quote a Total Service Preventive Maintenance agreement for the Chiller equipment at **Harless Hall**.

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



Automated Controls
Chillers
Electrical
Engineering
Facilities
Low Temperature
Plumbing
Process Piping
Refrigeration

Our Markets

- » Biotech/Healthcare
 - Hospitals
 - Pharmaceutical
- » Commercial
 - Office Buildings/Real Estate
 - Retail
- » Education
- » Manufacturing/Industrial
 - Distribution/Warehousing
 - Food Processing
 - Water/Wastewater Treatment
- » Public/Government
 - Municipal
 - Religious Facilities
- » Technology
 - Clean Rooms
- » Data Centers
- » Transportation

Your Convenient Single-source for Comprehensive Lifecycle Value

A wholly owned subsidiary of EMCOR Group, Inc., DeBra-Kuempel has been serving the region for over 70 years by helping clients install and maintain a wide array of mechanical, electrical, plumbing, building automation and other facility systems.

Our services extend from engineering and Design/Build, through construction, commissioning, predictive, and preventive maintenance. And all of our services are backed by EMCOR's financial strength, knowledge transfer network and broad range of industry solutions. It's the complete package of services and capabilities you need for reliable system performance, reduced energy consumption and costs, and maximum return on your facility investment.



With its reputation for integrity and dependability, DeBra-Kuempel is your convenient single-source solution for complete mechanical, electrical, plumbing and facilities services. So when you want reliable advice, leading-edge technical expertise and highly skilled professional workmanship, talk to DeBra-Kuempel.

Our Comprehensive Services

- » **Service Maintenance**
- » **Heating-Process & Comfort Systems**
 - Boilers
 - Burners
 - Hot water & steam
 - Thermal scanning
 - Indoor air quality (IAQ)
- » **Air Conditioning-Process & Comfort Systems**
 - Chillers, DX Systems
 - Computer rooms/labs
 - Refrigeration services
 - Environmentally controlled chambers & ultra low temp.
- » **Predictive Maintenance**
 - Infrared thermography
 - Vibration analysis
 - Balancing
 - Laser alignment
- » **Process Piping**
 - Certified welding
 - High purity piping
 - Pipe & skid fabrication
- » **Mechanical Construction**
 - Design/Build
 - Analysis & retrofit
 - Tenant finish
 - Sheet metal
- » **Electrical**
 - Design/Build
 - Service/Maintenance
- » **Plumbing**
 - Design/Build
 - Service/Maintenance
 - Certified backflow preventer service
- » **Commissioning**
- » **Compressor Warranty**
- » **Industrial Staffing**

Manpower based on need:

 - Daily, weekly or incremental
 - Project oriented
 - Process controls
 - Calibration/certification
- » **Facilities Management**
 - Staffing services
 - HVAC maintenance/service
 - Electrical maintenance/service
 - Plumbing maintenance/service
- » **Building Automation**

Control of all Building Systems

 - HVAC
 - Lighting
 - Utility metering
 - Tenant billing

Energy Management

Remote monitoring capability

 - Honeywell/Trane/JCI
 - Inquire regarding others
- » **Engineering Capabilities**
 - Registered staff
 - Mechanical
 - Industrial
 - Electrical
 - Plumbing
- » **Performance Contracting**
- » **NEBB Certifications**
- » **Scaffolding**
- » **Fire & Smoke Dampers**
- » **Customized Energy Solutions**

How can we help you?

3976 Southern Avenue, Cincinnati, OH 45227

T 513.271.6500 **Toll Free:** 800.395.5741

F 513.271.4676

dkemcor.com

emcor_info@emcor.net

Other Locations:

Columbus, OH

614.529.7500

Dayton, OH

937.531.5455

Ashland, KY

606.331.7765

Lexington, KY

859.389.8662

Louisville, KY

502.368.0454

Maysville, KY

606.563.8505

Paintsville, KY

606.789.0004

Evansville, IN

812.475.8665

Division:

EMCOR Services Automated Controls

3976 Southern Avenue, Cincinnati, OH 45227

T 513.527.8040 **F** 513.271.4676



EQUIPMENT SCHEDULE

Customer: Marshall University – Harless Hall

Address: 1 John Marshall Drive
Huntington, WV 25755

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Quantity	Equipment	Manufacturer	Model #	Serial #	Location
3	Chillers – 300 Tons	Daikin/McQuay	AWS290CDPEWNN-ER10 AWS290CDPEWNN-ER10 AWS290CDPEWNN-ER10	STNU160100048 STNU160100057 STNU160100015	Rooftop Rooftop Rooftop

MARSHALL UNIVERSITY

(3) Air Cooled Chillers	January	February	March	April	May	June	July	August	September	October	November	December
Check refrigerant charge	X	X	X	X	X	X	X	X	X	X	X	X
Check and record suction and discharge pressures	X	X	X	X	X	X	X	X	X	X	X	X
Check and record superheat and subcooling	X	X	X	X	X	X	X	X	X	X	X	X
Check and record compressor amp rating and draw	X	X	X	X	X	X	X	X	X	X	X	X
Check compressor oil level, if applicable	X	X	X	X	X	X	X	X	X	X	X	X
Check operation of high and low pressure switches	X	X	X	X	X	X	X	X	X	X	X	X
Check operation of fan cycling control	X	X	X	X	X	X	X	X	X	X	X	X
Check temperature drop across condenser	X	X	X	X	X	X	X	X	X	X	X	X
Check condenser coils, clean once annually	X	X	X	X	X	X	X	X	X	X	X	X
Check compressor unloader operation	X	X	X	X	X	X	X	X	X	X	X	X
Check operation of all safety controls	X	X	X	X	X	X	X	X	X	X	X	X
Check operation of microprocessor control	X	X	X	X	X	X	X	X	X	X	X	X
Check fan motor operation and sequencing	X	X	X	X	X	X	X	X	X	X	X	X
Check supply and return water temperatures	X	X	X	X	X	X	X	X	X	X	X	X
Check and adjust water temperature set points	X	X	X	X	X	X	X	X	X	X	X	X
Inspect all contactor and motor starters	X	X	X	X	X	X	X	X	X	X	X	X
Inspect for refrigerant leaks	X	X	X	X	X	X	X	X	X	X	X	X
Inspect and tighten all electrical connections	X	X	X	X	X	X	X	X	X	X	X	X
Take oil sample for analysis					X							
Check starter contacts	X	X	X	X	X	X	X	X	X	X	X	X
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
Vibration Analyst					X							



DEBRA-KUEMPEL INC. SAFETY AT A GLANCE

Ten (10) Dedicated Safety Personnel:

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

Five (5) Life Saving Rules (LSRs):

LSR #1: Personal Protective Equipment
LSR #2: Lockout / Tagout
LSR #3: Fall Protection
LSR #4: Confined Space
LSR #5: Electrical Safety

Safety Program:

Safety Training Courses – 1-hour and 2-hour training classes are held monthly.

Tool Box 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.

Drug Free Workplace:

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.)

Work Care:

Incident Intervention Program provides immediate and appropriate first aid Treatment and follow up care to employees.

Safety Communication:

Weekly Meetings
Monthly Safety Topics
Weekly E-Mails
Company-Wide Text Messages

Safety Committee:

Comprised of managers and field staff who discuss safety topics and implement New techniques and standards.

iPhone Apps:

Safety Data Sheets (SDS)
Injury / Accident Reporting

Safety Statistics:

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 Marshall University will receive by implementing a Total Preventive Maintenance program with DeBra-Kuempel Inc.:
 - Fixed budgetable cost
 - Optimum comfort levels
 - Reduced downtime of equipment
 - Reduced owning and operating costs
 - Extended equipment life
 - Customer representatives are entitled to attend periodic training sessions at DeBra-Kuempel Inc. for on-going seminars presented by HVAC professionals. Many qualify for CEU credits.
- ◆ 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
- ◆ This proposal includes the following:

Filters, belts, evaporator and condenser coil cleaning and cleaner, lubricant, compressors, fan motors and blades, contactors, thermostats, pulley, sheaves, thermocouples, refrigerant, refrigerant recovery.
- ◆ Specifically **excluded** from this total maintenance agreement are any repairs to non-moving, non-maintainable items; i.e. ductwork, unit casing, heat exchanger, tanks/storage vessels, coils, control wire, control system, etc. or any required system modification due to system design problems that result in equipment replacement or repair.
- ◆ Before DeBra-Kuempel Inc. could assume the liability of all system repairs, a detailed assessment of the equipment included on the attached equipment listing would be performed and any repairs required to bring the equipment up to proper operating condition would be performed by DeBra-Kuempel Inc. and billed additionally to this contract. Should Marshall University decide not to proceed with these repairs, these items would be noted and specifically excluded from the contract.



PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:			
Customer Name:	Marshall University	Contact Name:	Ms. Angela Negley
Address:	1 John Marshall Drive Huntington, WV 25755	Phone:	(304) 696-2599
		Email:	Negley4@marshall.edu
		Effective Date:	May 1, 2021 to April 30, 2022
		Service Interval:	Monthly
Equipment Location:	Harless Hall		

INVESTMENT

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

Fifty-Eight Thousand Six Hundred-Eighty Dollars (\$58,680.00) per year, to be billed monthly at **\$4,890.00.**

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.

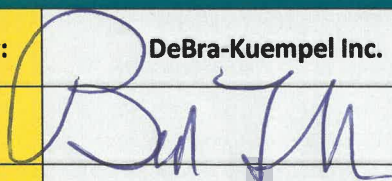
This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that 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 Flaughner
Title:		Title:	Vice President
Date:		Date:	4/20/21

TERMS & CONDITIONS

1. DeBra-Kuempel Inc. agrees to furnish all services, labor, material, supplies, tools, and equipment that is necessary for proper performance of preventive maintenance tasks.
2. DeBra-Kuempel Inc. will be available for all service calls, and labor to install all parts found defective. This agreement includes any labor for service required during those hours other than normal working hours.
3. DeBra-Kuempel Inc. agrees to submit a report for each preventive maintenance inspection period. This report shall include a complete record of adjustments, calibration changes, and replacement of parts. Reports for emergency service shall also be submitted.
4. DeBra-Kuempel Inc. agrees 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. 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. The Owner agrees to provide access to all equipment.
6. This agreement shall begin upon acceptance and shall remain in force and effect for a period of three (3) years and from year to year thereafter until cancelled. This agreement may be cancelled 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 the 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.

This agreement excludes, and DeBra-Kuempel Inc. will not be responsible for:

1. Food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding, fire, willful abuse, rust or corrosion, accidents, rupturing of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposure, strikes, lockouts, acts of God, acts of government, or other 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 material furnished by other parties.
2. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon initial service inspection or start-up, if 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.
3. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
4. DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency in payment.
5. Specifically excluded from this total maintenance agreement are any repairs to non-moving, non-maintainable items, i.e. ductwork, unit casing, heat exchanger, tanks/storage vessels, etc. or any required system modification due to system design problems that result in equipment replacement or repair.

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

Marshall University
Equipment Repair History & Expenditures

Job #	Unit #	Date of Work Performed	Description of Repair	Cost of T&M Repair	Cost of Quoted Repair	Retrofit Expenses	Total Per Unit
11019	Air Compressor	5/7/2013	Air line piping was full of water; blew down lines			\$ 254.75	
16554	Air Compressor	10/24/2013	Power outage, troubleshoot, found damage to coil			\$ 810.73	
							\$ 1,065.48
17820	Make Up Air Unit	8/25/2013	Checked unit. Replaced flame rod. In heat mode. No other issues.	\$ 460.00			\$ 460.00
20847	RTU 2	10/19/2013	Replaced blown fuses	\$ 608.51			\$ 608.51
Total Cost in Repairs							\$ 2,133.99
Total Cost in Retrofit Expenses						\$ 1,065.48	



Marshall University

Refrigerant Usage

[illegible]

TOTAL	42
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[illegible]