




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

I, Sean Andrews, after being first duly sworn, depose and state as follows:

- I am an employee of Andrews Food Equipment, LLC; and,
(Company Name)
- I do hereby attest that Andrews Food Equipment, LLC
(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: Sean Andrews
 Signature: 
 Title: Member
 Company Name: Andrews Food Equipment, LLC
 Date: 05-10-2023

STATE OF WEST VIRGINIA,

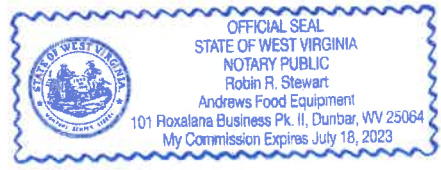
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 10 day of May, 2023.

By Commission expires July 18 2023

(Seal)


 (Notary Public)



STATE OF WEST VIRGINIA
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 §15A-3-14, 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: Andrews Food Equipment, LLC dba Hobart Service

Authorized Signature: Iden Parliament Date: 11-1-2022

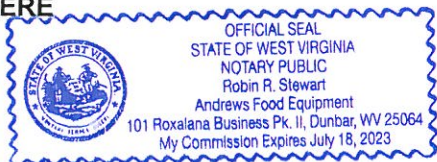
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1 day of November, 2022

My Commission expires July 18, 2023

AFFIX SEAL HERE



NOTARY PUBLIC

Exhibit A - Pricing Page
ARFQ 0608 DCR2300000181

Preventative Kitchen Equipment Maintenance - Denmar Correctional Center & Jail

Labor Quote Item #	Description	Unit of Measure	Estimated Annual Quantity *	Unit Price	Extended Amount
4.1.1.8	Regular Labor Rate	Hour	80	\$102.00	\$8,160.00
4.1.1.9	Overtime Labor Rate	Hour	40	\$153.00	\$6,120.00
4.1.1.10	Holiday Labor Rate	Hour	40	\$153.00	\$6,120.00
4.1.1.11	Emergency Labor Rate	Hour	40	\$153.00	\$6,120.00
4.1.2	Quarterly Preventative Maintenance	Each	4	\$102.00	\$408.00
8	Flat Rate Travel Charge	Each	10	\$335.00	\$3,350.00

Parts Quote Item #	Description	Estimated New Equipment, Devices, & Parts Markup		New Equipment, Devices, & Parts Markup Percentage		New Equipment, Devices, & Parts Markup Extended Amount
		\$				
4.1.4	Parts	\$ 5,000.00	x	40.00%		\$ 7,000.00
Grand Total						\$ 37,278.00

Vendor must complete the Price Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Bidder/Vendor Information:

Name: Andrews Food Equipment
Address: 101 Roxalana Business Park 2 Dunbar, WV 25064
Phone No.: 304-346-9643
Fax No.: 304-344-8928
Email Address: hobartwv@afewv.com
Authorized Signature 

NOTES:

* Quantities are estimated for bid evaluation purposes only.



State of West Virginia
Agency Request for Quote

Proc Folder: 1218390			Reason for Modification:
Doc Description: Preventative Kitchen Equipment Maintenance - Denmar			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-26	2023-05-10 14:30	ARFQ 0608 DCR2300000181	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: 000000209791
 Vendor Name: Andreas Food Equipment, LLC
 Address: 101 Roxalana Business Park II
 Street:
 City: Durban
 State: WV Country: Kanawhee Zip: 25064
 Principal Contact: Herb Parliament
 Vendor Contact Phone: 304.346.9643 Extension:

FOR INFORMATION CONTACT THE BUYER
 Jessica L Burns McDonnell
 304-558-2350
 jessica.l.burnsmcdonnell@wv.gov

Vendor Signature X *Robin Steward* FEIN# 55-076-1170 DATE 5.10.23

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

**REQUEST FOR QUOTATION
ARFQ 0608 DCR2300000181**

Preventative Kitchen Equipment Maintenance – Denmark Correctional Center & Jail

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The WV Division of Administrative Services is soliciting bids on behalf of the West Virginia Division of Corrections and Rehabilitation to establish an open-end contract for Preventative Kitchen Equipment Maintenance and repairs for the Denmark Correctional Center & Jail located at 4319 Denmark Road, Hillsboro, WV 24946.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Kitchen Equipment Maintenance Services”** as stated herein, shall mean preventative maintenance and corrective maintenance services provided by Vendor under this Contract.
 - 2.2 **Preventative Maintenance** as stated herein, shall mean scheduled inspections and the replacement of parts and material on a preplanned schedule prior to the failure or wear-out period of the part or material. The planned inspections and part replacement shall be in accordance with the equipment manufacturer’s recommendations.
 - 2.3 **Corrective Maintenance** as stated herein, shall mean maintenance performed on an as required basis to correct a malfunction or failure in the equipment. No preventative or correction maintenance shall be performed without authorization by the Agency.
 - 2.4 **“Pricing Page”** as stated herein, shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as **Exhibit A**.
 - 2.5 **“Solicitation”** means the office notice of an opportunity to supply the State with goods or services that is published by the Agency.
 - 2.6 **“Business Hours”** means Monday through Friday, 8:00am to 5:00pm EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in February)
 - President’s Day (Third Monday in May)
 - Memorial Day (Last Monday in May)
 - Juneteenth (June 19)
 - West Virginia Date (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)

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Preventative Kitchen Equipment Maintenance – Denmark Correctional Center & Jail

- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1.** Vendor must be certified and trained with a minimum of three (3) years of experience in service and repair on refrigeration, ware washing, waste, cooking equipment, mixers, food cutters, sinks, and all industrial kitchen items. Please refer to Exhibit B – Facility Equipment list.
- 3.2.** Evidence of factory training and minimum experience requirement shall be submitted to the Agency when requested.
- 3.3.** At all times, vendor shall ensure preventative and corrective maintenance is performed by appropriately trained and qualified technicians.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1** Vendor shall provide preventative and corrective equipment maintenance in accordance with manufacturer's recommendations.
 - 4.1.1.1** Vendor shall, at all times, maintain the efficiency, speed, and safety of the equipment as designated by the original manufacturer specification.
 - 4.1.1.2** Vendor shall perform all necessary examinations and adjustments to maintain equipment at the specified manufacturer limits; adjust or replace all safety devices, including regulators, limit switches, valves, or other safety or regulating devices.
 - 4.1.1.3** Vendor shall furnish all equipment, tools and parts necessary in the performance of the maintenance. Equipment and tools shall be provided by the Vendor, at no cost to the Agency. Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. Vendor shall provide a copy of the invoice and manufacturer's warranty prior to reimbursement.
 - 4.1.1.4** Equipment, tools and parts used in the scope of the preventative and corrective maintenance shall include, but are not limited to: control

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Preventative Kitchen Equipment Maintenance – Denmark Correctional Center & Jail

parts, condenser and evaporator coils, coils on solenoid valves, switches, contacts, and valves, chemicals, lubricants, fluids, gases, motors, bearings, pumps, and fittings/connections.

- 4.1.1.5** Vendor may only remove equipment from service for a period of 24 hours or more with written permission from the Agency. Any request to remove equipment for 24 hours or more must include a description of the work required and an estimate of time the equipment will be out of service.
- 4.1.1.6** Vendor shall maintain a continuous 24/7/365 emergency telephone service. Vendor shall establish a call down list or other procedure that will ensure the quickest possible response time.
- 4.1.1.7** Vendor shall obtain approval from Agency prior to performing any maintenance under this contract.
- 4.1.1.8** Regular Labor Rates shall be between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday.
- 4.1.1.9** Overtime Labor Rates shall be between the hours of 5:01 p.m and 7:59 a.m., Sunday-Saturday, holidays excluded.
- 4.1.1.10** Holiday Labor Rates shall be 12:00 a.m. and 11:59 p.m., Sunday-Saturday for any nationally recognized holiday.
- 4.1.1.11** Emergency Labor Rates shall be charged to Agency when any occurrence is declared an emergency by the Agency.
- 4.1.1.12** Vendor shall provide a 12-month warranty for all labor performed under this contract.

4.1.2 Preventative Maintenance:

- 4.1.2.1** Vendor shall perform preventative maintenance on a quarterly basis as agreed upon by the Vendor and Agency.
- 4.1.2.2** Vendor shall submit a proposed schedule of preventative maintenance within 30 days after award of this contract for approval by Agency. The proposed schedule must include, but not be limited to, inspections,

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Preventative Kitchen Equipment Maintenance – Denmark Correctional Center & Jail

lubrications, adjustments, tests, cleaning, routine repairs, and all other known preventative maintenance activities.

4.1.2.3 Examples of preventative maintenance include, but are not limited to, cleaning, lubricating, packing, sealing, adjusting, and calibrating.

4.1.2.4 Non-reusable parts used in the scope of preventative maintenance shall be supplied by the Vendor, at no cost to the Agency. Such items may include, but are not limited to, grease, cleaning supplies, rags, etc.

4.1.3 Corrective Maintenance:

4.1.3.1 Vendor shall respond to corrective maintenance calls within thirty (30) minutes by phone or onsite within twenty-four (24) hours and must arrive onsite to commence repair as soon as possible, but no later than forty eight (48) hours after Vendor is notified of the request. Vendor may only deviate from this requirement with written permission from the Agency.

4.1.3.2 Corrective maintenance must be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday unless equipment is out of service or the maintenance causes a disruption of normal business activity. In this event, Vendor shall coordinate with Agency on hours available for maintenance.

4.1.3.3 Vendor shall perform emergency corrective maintenance when requested by the Agency. Vendor shall respond to all emergency requests within thirty (30) minutes by phone or onsite but must arrive onsite to commence repair no later than twenty-four (24) hours after being notified of the emergency.

4.1.4 Parts and Installation:

4.1.4.1 Vendor shall procure and install all necessary repair parts required under this contract. Vendor must obtain prior approval from Agency to purchase all parts in excess of \$2,500. Agency reserves the right to competitively bid all parts and labor for major repairs on the kitchen equipment.

4.1.4.2 Vendor shall maintain a supply or inventory of routinely used replacement parts for the equipment utilized by the Agency. All replacement parts shall be equal to or better than the original manufacturer's parts.

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- 4.1.4.3 Parts shall be procured by the Vendor, but reimbursed by the Agency, with the appropriate markup quoted by the Vendor. All parts supplied by Vendor shall include shipping/freight charges. Shipping/freight costs will be reimbursed at a pass through cost, no markup shall be permitted. Vendor shall provide a copy of the itemized invoice and manufacturer's warranty prior to reimbursement.
- 4.1.4.4 In this contract, at the facilities discretion, they can purchase new equipment, devices, and parts by using the percentage markup provided by the contractor on Exhibit A, Pricing Page.
- 4.1.4.5 In this contract, at the facilities discretion, they may have the contractor install new equipment, devices, and parts by using the corrective maintenance hourly labor rates provided by the contractor on Exhibit A, Pricing Page.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 **Pricing Page:** Vendor should complete the Pricing Page by inserting the requested information in the appropriate spaces and performing the calculations necessary to arrive at a total cost. The requested information include, hourly labor rates, a percentage markup on parts, the total labor cost, the total parts costs, and the total cost. Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

The pricing page contains an estimated number of labor hours and an estimated cost for parts. The estimates for labor and parts represent amounts for bid evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the pricing page to prevent error in the evaluation. Notwithstanding the foregoing, the Division of Administrative Services may correct errors at its discretion.

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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Preventative Kitchen Equipment Maintenance – Denmark Correctional Center & Jail

7. **PAYMENT:** Agency shall pay a single flat hourly rate for all services quoted by the hour and shall reimburse Vendor for the cost of parts as set forth above. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be able to charge for travel. Please see pricing sheet. This will be a flat rate per visit.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 The Vendor's personnel and their vehicles must be recognizable while at the facility. This must be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges with the company name.
 - 9.2 The Vendor's personnel must have valid photo identification before entering the facility.
 - 9.3 The Vendor's vehicles and personnel are subject to search upon entering and exiting the facility.

10. VENDOR DEFAULT:

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

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

- 10.2.1. Cancellation of the Contract.
- 10.2.2. Cancellation of one or more release orders issued under this Contract.

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10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Herb Parliament
Telephone Number:	304.346.9643
Fax Number:	304.344.8928
Email Address:	hobartlv@afewv.com