



State of West Virginia
Agency Purchase Order

Order Date: 06-06-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	APO 0211 4008 GSD2500000362 1	Change Order No:	0	Procurement Folder:	1715399
Document Name:	Governor's Guard Shack - EPO			Reason for Modification:	
Document Description:	18,000 BTU Mini Split System - Emergency Purchase				
Procurement Type:	Agency Purchase Order				
Buyer Name:	James R Jones				
Telephone:	304-352-5517				
Email:	james.r.jones@wv.gov				
Shipping Method:				Effective Start Date:	
Free on Board:				Effective End Date:	

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000171943	Requestor Name:	Joseph W Belcher
CONTROLS CENTER INC		Requestor Phone:	304-352-5490
1640 EAST KEMPER RD		Requestor Email:	joseph.w.belcher@wv.gov
CINCINNATI	OH	45246	
US			
Vendor Contact Phone:	304-744-7900	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	30
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
GENERAL SERVICES DIVISION DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 23 407 NEVILLE ST BECKLEY WV 25801 US

Total Order Amount:	\$1,876.66
---------------------	------------

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: James R Jones
DATE: 2025-06-06
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	40101701	1.00000	EA	1068.811000	1068.81
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Mini-Split Heat Pump - Outdoor

Extended Description:

B68-109 RXC18AXVJU MINI-SPLIT HEAT PUMP SINGLE-ZONE OUTDOOR DAIKIN ENTR A 18K BTUH 18SEER2 10.5EER2 9HSPF2 208/230V R32

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	40101701	1.00000	EA	436.811000	436.81
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Mini-Split Heat Pump - Indoor Wall Mounted

Extended Description:

B68-113 FTXC18AXVJU MINI-SPLIT HEAT PUMP SINGLE-ZONE INDOOR WALL MOUNTED DAIKIN ENTR A 18K BTUH 18SEER2 208/230V R32

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	31162500	1.00000	EA	114.583000	114.58
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Mini-Split Bracket

Extended Description:

B95-253 WBB-300 MINI-SPLIT BRACKET 300 lb

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	25173900	1.00000	EA	21.766000	21.77
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: DISCONNECT SWITCH

Extended Description:

G35-618 DDS-60U DISCONNECT SWITCH 60 AMP 120/240V METALLIC NON-FUSED

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	25173900	1.00000	EA	213.812000	213.81
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Line Set

Extended Description:

B72-491 40820350B3B6 LINE SET MINI-SPLIT 1/4IN 1/2IN 1/2IN 35FT STRAIGHT END WITH FLARE NUTS R3.3

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	25173900	1.00000	EA	20.881000	20.88
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: WHIP

Extended Description:
G89-797 6-12-6NM WHIP NON-METALLIC 1/2IN X 6FT 10 GAUGE 3 WIRE

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:
_____ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:
_____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



Johnstone South Charleston
101 1st Avenue
SOUTH CHARLESTON, WV 25303

Quotation

EXPIRATION DATE	QUOTE NUMBER
07/20/2025	212-103683326
Johnstone South Charleston 101 1st Avenue SOUTH CHARLESTON, WV 25303	PAGE NO.
	1 of 2

QUOTE TO:

SHIP TO:

WV DEPT OF ADMINISTRATION
GENERAL SERVICES DIVISON
BLDG 1 RM MB 60
CHARLESTON, WV 25305

WV DEPT OF ADMINISTRATION
GENERAL SERVICES DIVISON
BLDG 1 RM MB 60
CHARLESTON, WV 25305
304-558-2317

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
2900	govern guard shack		South Charleston Accounts		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jon Dickson			NET 30 DAYS	06/05/2025	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	B68-109 RXC18AXVJU MINI-SPLIT HEAT PUMP SINGLE-ZONE OUTDOOR DAIKIN ENTRA 18K BTUH 18SEER2 10.5EER2 9HSPF2 208/230V R32			1068.811/ea	1068.81
1ea	B68-113 FTXC18AXVJU MINI-SPLIT HEAT PUMP SINGLE-ZONE INDOOR WALL MOUNTED DAIKIN ENTRA 18K BTUH 18SEER2 208/230V R32			436.811/ea	436.81
1ea	B95-253 WBB-300 MINI-SPLIT BRACKET 300LB			114.283/ea	114.28
1ea	G35-618 DDS-60U DISCONNECT SWITCH 60 AMP 120/240V METALLIC NON-FUSED			21.776/ea	21.78
1ea	B72-491 40820350B3B6 LINE SET MINI-SPLIT 1/4IN 1/2IN 1/2IN 35FT STRAIGHT END WITH FLARE NUTS R3.3			213.812/ea	213.81
1ea	G89-797 6-12-6NM WHIP NON-METALLIC 1/2IN X 6FT 10 GAUGE 3 WIRE			20.881/ea	20.88
***** PRICES SUBJECT TO CHANGE WITHOUT NOTICE PLEASE SEE ATTACHED TERMS AND CONDITIONS				Subtotal	1876.37
				S&H Charges	0.00
				Sales Tax	0.00
				Amount Due	1876.37

TERMS & CONDITIONS

1. **JOHNSTONE'S TERMS:** Johnstone Supply's terms & conditions of sale shall control and prevail over any contrary terms in Buyer's purchase order or communication from Buyer pertaining to the goods and products, unless otherwise agreed to in a written document signed by an authorized representative of Johnstone Supply. Additional terms proposed by the Buyer shall be deemed to have been rejected unless specifically agreed to in writing signed by an authorized representative of Johnstone Supply. Buyer accepts full and sole responsibility to determine whether the product ordered by Buyer meets the design and specification requirements of any project. No course of prior dealings or trade usage shall be relevant or supplement these terms and conditions.
2. **SHIPMENT, DELIVERY, AND RISK LOSS:** Unless otherwise specifically agreed to in writing, Johnstone Supply does not guarantee a particular date for shipment or delivery of goods quoted. Shipment dates are approximated and Johnstone Supply is not responsible for any loss or costs associated with any delay in delivery for any reason. Delivery means F.O.B. Johnstone Supply's facility, or F.O.B. other shipping points designated by Johnstone Supply. For all products, title and risk of loss or damage to products will pass to Buyer upon tender of delivery of such to carrier at Johnstone Supply's or manufacturer's facility or warehouse. Any delay in shipment or Buyer pickup caused by the Buyer's actions will be subject to price increases equal to the percentage increase in list prices during that period of delay. In addition, Buyer will be assessed with incurred storage fees of not less than 1% of the contract per month. Upon receipt of shipment, it shall be the responsibility of the Buyer or the consignee receiving shipment to check materials and secure written acknowledgment on the carrier's bill of lading for any shortages, loss, or damage. Notification and claim for such shortages, loss, or damage must also be made with the delivering carrier.
3. **ADDITIONAL TRANSPORTATION CHARGES:** Johnstone Supply shall not be responsible for spotting, switching, demurrage, rerouting, storage, or other transportation charges unless agreed to in writing, and Buyer shall be solely responsible for the same.
4. **PRICES/PAYMENT:** Buyer shall purchase Products in accordance with prices, as determined by Johnstone Supply that are prevailing at the time of shipment. Only those goods and products specified herein are a part of this quotation. Additional items will be provided only upon receipt of written acknowledgement and paid for as extra. All orders are subject to approval by Johnstone Supply's credit department and may be cancelled by Johnstone Supply any time. Interest at (2%) per month (24% APR) will be added on past due accounts. Johnstone Supply's credit policy includes sending "Notice to Owner" letters for jobs over 30 days past due. Payment terms are net 30 days from invoice date unless otherwise specified and agreed to by our credit department. Buyer shall reimburse attorney's fees, court costs, and collection agency fees incurred by Johnstone Supply to pursue payment.
5. **TAXES:** Any price(s) quoted shall be increased in an amount equal to any excise, sales, use, occupation, value added, or similar tax(es) attributable to the goods and products supplied hereunder and/or assessed to Johnstone Supply by the United States government or any state or local government. Such increased amount shall be payable to Johnstone Supply at or before the time when the tax is payable to the taxing authority.
6. **CANCELLATIONS AND RETURNS:** Buyer may cancel orders only with the written consent of Johnstone Supply and upon payment of applicable cancellation and freight charges. Such charges shall take into account costs and expenses incurred including manufacturer's cancellation charges, purchases, or contract commitments made by Johnstone Supply and all other losses due to such cancellations including a reasonable profit. All claims for wrong shipment must be made within five (5) days from the delivery. All goods and products accepted for Johnstone Supply for return are subject to restocking fees and freight charges, in such amounts as determined by Johnstone Supply.
7. **LIMITED WARRANTY/LIMITATION OF LIABILITY:** Buyer's sole and exclusive warranty relating to this agreement and/or goods and products shall be the warranty that is afforded by the manufacturer of such goods or products to Buyer and/or Buyer's customers under the terms, and within the time period specified therein by manufacturer. THE MANUFACTURER'S WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND BUYER ACKNOWLEDGES AND AGREES THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, USAGE OR TRADE, OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED BY JOHNSTONE SUPPLY. JOHNSTONE SUPPLY SHALL NOT BE LIABLE TO BUYER OR BUYER'S CUSTOMERS FOR ANY LOSS, CLAIM, DEMAND, LIABILITY, COST, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING PERSONAL INJURY AND PROPERTY DAMAGES, TO BUYER OR BUYER'S CUSTOMERS OR ANY PERSON CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE GOODS OR BY ANY INADEQUACIES THEREOF, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOSS OF PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGE OF ANY NATURE WHETHER ARISING IN TORT, CONTRACT, WARRANTY OR STRICT LIABILITY. IN NO EVENT SHALL JOHNSTONE SUPPLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY BUYER FOR THE GOODS AND SERVICES HEREUNDER. Buyer shall indemnify Johnstone Supply against all claims by Buyer's customers. Warranty will not be processed without payment in full. The duty to perform under any order on the part of Johnstone Supply is contingent upon strikes, accidents, fires, insolvency, the inability to procure materials from the usual sources of supply, acts of God, or upon any other cause beyond the control of Johnstone Supply.
8. **DISPUTE RESOLUTION:** Any dispute or legal action arising out of or related to this Agreement shall be subject to the laws of the State of Ohio and shall be brought exclusively in the federal or state courts located in Hamilton County, Ohio. Buyer irrevocably consents to the jurisdiction and venue of such courts. The prevailing party in any such litigation shall be entitled to its costs incurred, including reasonable attorney fees.
9. **ASSIGNMENT:** Buyer may not assign any rights hereunder without the prior written consent of Johnstone Supply. No waiver or alteration of terms herein shall be binding unless in writing signed by an officer of Johnstone Supply.
10. **SEVERABILITY:** In the event of a judicial determination that any provision within this agreement is unenforceable, such determination shall have no effect on the enforceability of the balance of the provision herein.
11. **ERRORS:** Any and all typographical errors or other clerical errors made by Johnstone Supply herein are subject to correction by Johnstone Supply.
12. **DIRECT SHIPMENT:** If a direct shipment is required we offer to furnish the noted equipment in accordance with each manufactured standard terms and conditions of sale.



FERGUSON/WOLSELEY IND #142
160 SPRING STREET
CHARLESTON, WV 25301-1027

Phone: 304-342-4784
Fax: 304-342-6721

Deliver To:
From: Christopher Moskala
christopher.moskala@ferguson.com
Comments:

08:33:06 JUN 05 2025

Page 1 of 2

FERGUSON ENTERPRISES LLC #1480

Price Quotation
Phone: 304-342-4784
Fax: 304-342-6721

Bid No: B102353
Bid Date: 06/05/25
Quoted By: CPM

Cust Phone:
Terms: CASH ON DEMAND

Customer: CASH SALE PREFERRED HVAC C
CASH SALE PREFERRED HVAC C
ADDISON, IL 60101

Ship To: CASH SALE PREFERRED HVAC C
CASH SALE PREFERRED HVAC C
ADDISON, IL 60101

Cust PO#: GOVERNOR GAURD SHACK

Job Name: MITSUBISHI

Item	Description	Quantity	Net Price	UM	Total
MMUZWR18NAU2	OUTDR 18MBH H/P INV	1	1036.160	EA	1036.16
MMSZWR18NAU1	INDR 18 MBH WM INV H/P	1	557.830	EA	557.83
S58225705M	14/4 STRND MINISPLIT 600V CAB 50FT	1	1230.000	M	1.23
REC87733	WALL COND BRKT 300#	1	77.750	EA	77.75
REC96419	60 AMP N/FUS DISC BX W/RSH-50	1	122.000	EA	122.00
M40820350B6C	1/4X1/2X1/2X35 SRI UV MINI LINE SET	1	220.690	EA	220.69
DIV6126NM	1/2X6 #10 THHN WHIP NM	1	25.307	EA	25.31
Net Total:					\$2040.97
Tax:					\$173.48
Freight:					\$0.00
Total:					\$2214.45

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1550&on=450432>

FERGUSON ENTERPRISES LLC #1480
Price Quotation

Fax: 304-342-6721

08:33:06 JUN 05 2025

Reference No: B102353



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1550&on=450432>

UNITED REFRIGERATION INC.

WHOLESALE DISTRIBUTORS
REFRIGERATION - AIR CONDITIONING
HEATING SUPPLIES & EQUIPMENT

Page #: 1

* A C K N O W L E D G E M E N T - Quote Order *

Time: 10:11

CHAR United Refrigeration Inc.
340 Third Ave.
SOUTH CHARLESTON WV 25303

(304) 344-3681/

CUST#: 1120648 SHIP TO: Order Date: 06/03/25 Whse: 0Y5 ORDER#: 12903222-00

Placed By Taken By Salesrep Out
BMJ Y50

BILL TO: (304) 558-2317 FAX#: 304.558.7475
GENERAL SRV. DIV. DEPT OF ADMIN
1900 KANAWHA BLVD.
BLDG 1 ROOM MB60
CHARLESTON, WV 25305

SHIP TO:
GENERAL SRV. DIV. DEPT OF ADMIN
1900 KANAWHA BLVD.
BLDG 1 ROOM MB60
CHARLESTON, WV 25305

Customer PO: GOV. GUARD

Special Instructions:

Ship Via: PICK-UP Request Date: 06/04/25 Ship Date: Terms: ** COD **

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
1	SZ18H525ZMO SEA BREEZE 25 SERIES	1			ea	1204.44000	1204.44
2	WM18H525ZMI SEA BREEZE 25 SERIES	1			ea	523.86000	523.86
3	MSLS141214425-1/2 MINI SPLIT LINE SET	1			ea	233.42000	233.42
4	BR440 IRP CONDENSOR BRACKET	1			ea	71.94000	71.94
5	WPDSN60 60AMP NON FUSIBLE	1			ea	23.88000	23.88
6	N63126 NRP 1/2" 10GA HVAC 6FT Interchange Prod: WHIP	1			ea	24.95000	24.95

6 Lines Total

Total 2082.49
Invoice Total 2082.49
** NOT AN INVOICE OR RECEIPT **

** This Quote Will Expire On: 07/03/25 **

**Award Recommendation and
Manual Vendor Compliance Search Verification Form
(Agency Delegated Purchases)**

DATE: **6/6/2025**

TO: Memo to File

SUBJECT: Recommendation for Award

Solicitation Number: EmergencyPurchase Procurement Folder Number: 1715399

Solicitation Description: Governor's Guard Shack Cooling

Bid Information:

Johnstone Supply - \$1,876.37

Ferguson - \$2,040.97

United Refrigeration - \$2,082.49

Award Recommendation: Check the appropriate box below.

☒ **Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to Controls Center Inc 000000171943 (Headquarters account for Johnstone Supply) as the lowest responsible bidder meeting the required specifications.

☐ **Other Than Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications. Award to the lowest bid was not made due to disqualifications described in more detail below:

Previously ordered unit had discontinued components that made that overall unit obsolete, and replacement options were back-ordered to mid-August. With temperatures rising to the point to require air conditioning, the Agency was required to react quickly to provide a safe working environment

Manual Search Verifications: By signing below the procurement officer certifies that he or she has verified that:



Vendor is in compliance with the Secretary of State requirements for business registration (or is not required to register with that office or has obtained the necessary exemption), that the vendor is not identified as a debarred vendor within the Federal SAM system, and that the vendor is not listed on the West Virginia Purchasing Division's list of debarred vendors.



Vendor is not in compliance with the Secretary of State requirements for business registration and this will need to be remedied before contract award.



Procurement Officer Signature

James R. Jones

Procurement Officer Printed Name

6/6/2025

Date

You are viewing this page over a secure connection. [Click here for more information.](#)

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

CONTROLS CENTER, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	2/15/1996		2/15/1996	Foreign	Profit			

Organization Information			
Business Purpose	4237 - Wholesale Trade - Merchant Wholesalers, Durable Goods - Hardware and Plumb and Heating Equipment & Supplies Merchant Wholesale		Capital Stock 0.0000
Charter County	Kanawha	Control Number	0
Charter State	OH	Excess Acres	0
At Will Term	Member Managed		
At Will Term Years	Par Value		0.000000
Authorized Shares	0	Young Entrepreneur	Not Specified

Addresses

Type	Address
Local Office Address	101 1ST AVENUE SOUTH CHARLESTON, WV, 25303
Mailing Address	1640 EAST KEMPER ROAD CINCINNATI, OH, 45246 USA
Notice of Process Address	GREG GRIMME 1640 E. KEMPER RD CINCINNATI, OH, 45246
Principal Office Address	1640 E. KEMPER RD. CINCINNATI, OH, 45246 USA
Type	Address

Officers

Type	Name/Address
President	MIKE GRIMME 1640 E. KEMPER RD. CINCINNATI, OH, 45246
Secretary	GREG E. GRIMME 1640 E. KEMPER RD. CINCINNATI, OH, 45246
Treasurer	CAMERON GRIMME 1640 E. KEMPER RD. CINCINNATI, OH, 45246
Vice-President	MIKE GRIFFITH 1640 E. KEMPER RD. CINCINNATI, OH, 45246
Type	Name/Address

DBA

DBA Name	Description	Effective Date	Termination Date
JOHNSTONE SUPPLY	TRADENAME	11/3/2015	
DBA Name	Description	Effective Date	Termination Date

Annual Reports

Filed For

2024
2023
2022
2021
2020
2019
2018
2017x
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2005
2004
2003
2002
2001
2000
1999
Date filed

File Your Current Year Annual Report Online Here

For more information, please contact the Secretary of State's Office at 304-558-8000.

Friday, June 6, 2025 — 1:06 PM

© 2025 State of West Virginia





Records Retention Policy Impacts Old SAM Registration Data [Show Details](#)

May 21, 2025



See All Alerts

Subaward Reporting is live on SAM.gov [Show Details](#)

Mar 8, 2025



Home

Search

Data Bank

Data Services

Help

Search

All Words

e.g. 1606N020Q02



Please Sign In: You must sign in to your SAM.gov account to search Entities, Responsibility/Qualification and the Disaster Response Registry.

Sign In

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

☐ Any Words 

☒ All Words 

☐ Exact Phrase 

e.g. 123456789, Smith Corp

"Controls Center" 

Entity

Location

Zip Code

e.g. 20001

State / Territory

Select State / Territory 

West Virginia

x

City

Select State (Optional)

Select City

Country

Select Country

Status

☒ Active

☐ Inactive

Reset

- Entity Information
- <
- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qu
- >

No matches found

Your search did not return any results for active records.
Would you like to include inactive records in your search results?

- Search Inactive
- Go Back



Our Website

- About This Site
- Our Community
- Release Notes
- System Alerts
- Policies
- Terms of Use
- Privacy Policy
- Restricted Data Use
- Freedom of Information Act
- Accessibility

Our Partners

- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners
- Customer Service
- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact

**⚠ WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov**An official website of the U.S. General Services Administration**

WEST VIRGINIA PURCHASING DIVISION

DEBARRED AND
SUSPENDED VENDORS
[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and Suspended Vendor Lists

[A++](#) | [A](#) | [A--](#)
[Translate](#) (Must switch browser to Chrome or Firefox)

[Select Language](#) ▼

Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Pipe & Supply LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
------------------	------------------------------

Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	17326 Edwards Road Ste.A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route 1, Box 185 Valls creek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	145 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
--------------	---------------------------

Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
Vendor Address:	P.O. Box 394 Raysal, WV 24879

	90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Joyce Matney Mountaineer Trucking
Vendor Address:	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879
Debarment Date:	July 29, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	James Travis Miller
Vendor Address:	65 Summit Ridge Road Hurricane, WV 25526
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537
Debarment Date:	October 13, 2017; updated April 29, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
Vendor Address:	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	1600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year).

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, West Virginia
25305-0130
USA

Telephone (304) 558-2306

To check the federal debarment and suspension lists, use the [Excluded Parties List System](#).

For more news, check out the latest issue of [The Buyers Network](#).

[\[HOME\]](#) [\[SITE MAP\]](#) [\[CONTACT US\]](#) [\[SEARCH\]](#)

[Privacy Information](#)
© 2025 State of West Virginia
All Rights Reserved



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST


West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [APO GSD2500000362]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
James R. Jones Procurement Administrator	General Services Division		6/6/2025

----- Forwarded message -----

From: **Jones, James R** <james.r.jones@wv.gov>

Date: Fri, Jun 6, 2025 at 1:32 PM

Subject: EPO APO GSD25*0362 Governor's Guard Shack

To: Tara L Lyle <tara.l.lyle@wv.gov>

Cc: Ada M Kennedy <ada.m.kennedy@wv.gov>, Cody G Taylor <cody.g.taylor@wv.gov>, John T Persinger <john.t.persinger@wv.gov>

Tara,

We needed to issue an emergency purchase order to address the cooling needs of the Guard House at the Governors Drive. I've included a basic justification on the award recommendation, but wanted to elaborate on the situation (please let me know if I need to revise the attached). In March, we ordered components to replace the existing unit that is malfunctioning. Within the last month Fastenal advised us components had been discontinued and phased out, and provided an alternative that would not be available until mid-August. We've reached out to 3 vendors that have comparable components that are readily available.

Thank you,

James (Jamie) R. Jones

Procurement Administrator

General Services Division

112 California Avenue

Suite 644

Charleston, WV 25305

(P) 304-352-5517

(C) 304-356-1076

(F) 304-558-1475

"Only when the power of love overcomes the love of power will the world know peace." J.
Hendrix

EFT (direct deposit) payments are the safest, quickest way to receive payment!

Click the link <https://www.wvsao.gov/ElectronicPayments/Default>