



State of West Virginia  
**Agency Purchase Order**

Order Date: 09-16-2025

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 0926 0926 PSC2500000015 1                 | Change Order No: | 0 | Procurement Folder:      | 1684375                                       |
| Document Name:        | APO for Emergency Elevator Repair/Replacement |                  |   | Reason for Modification: | APO for Emergency Elevator Repair/Replacement |
| Document Description: | APO for Emergency Elevator Repair/Replacement |                  |   |                          |                                               |
| Procurement Type:     | Agency Purchase Order                         |                  |   |                          |                                               |
| Buyer Name:           | Lindsey Randolph                              |                  |   |                          |                                               |
| Telephone:            | (304) 340-0435                                |                  |   |                          |                                               |
| Email:                | lrandolph@psc.state.wv.us                     |                  |   |                          |                                               |
| Shipping Method:      | Best Way                                      |                  |   | Effective Start Date:    |                                               |
| Free on Board:        | FOB Dest, Freight Prepaid                     |                  |   | Effective End Date:      |                                               |

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|-------------------------------------------------------------------------------------------------------------------|
| Vendor Customer Code: 000000176576<br>SCHINDLER ELEVATOR CORP<br>230 BILMAR DR<br><br>PITTSBURGH PA 152054601<br>US<br>Vendor Contact Phone: 999-999-9999 Extension:<br><br>Discount Details:<br><table border="1"><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered |  |  | #3 | Not Entered |  |  | #4 | Not Entered |  |  | Requestor Name: Lindsey Randolph<br>Requestor Phone: (304) 340-0435<br>Requestor Email: lrandolph@psc.state.wv.us |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |
| #1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No                 | 0.0000              | 0                   |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |
| #2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |
| #3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |
| #4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                   |

| INVOICE TO                                                                                    | SHIP TO                                                                                       |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| ADMINISTRATION<br>PUBLIC SERVICE COMMISSION<br>201 BROOKS ST<br><br>CHARLESTON WV 25301<br>US | ADMINISTRATION<br>PUBLIC SERVICE COMMISSION<br>201 BROOKS ST<br><br>CHARLESTON WV 25301<br>US |

Total Order Amount: \$122,000.00

DEPARTMENT AUTHORIZED SIGNATURE  
SIGNED BY: Nathan J Nelson  
DATE: 2025-09-16  
ELECTRONIC SIGNATURE ON FILE

Approved as to form this 23rd day of

Sept, 2025

John B. McCuskey, Attorney General

By: John B. McCuskey

**Extended Description:**

APO for Emergency Elevator Repair/Replacement

The Vendor, Schindler Elevator Corporation agrees to enter into a contract with the Agency, West Virginia Public Service Commission to provide labor, material, tools, equipment, supplies and supervision necessary to repair and modernize the main hydraulic elevator located at 201 Brooks Street Charleston, WV 25301 per the terms, conditions, specifications, and the vendor's bid dated 04/11/2025 all incorporated herein by reference and made apart of hereof.

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1            | 72154010       | 0.00000      |          | 0.000000   | 122000.00   |
| Service From | Service To     | Manufacturer | Model No |            |             |
|              |                |              |          |            |             |

**Commodity Line Description:** Elevator installation maintenance and repair service**Extended Description:**

|               |                |                                                   |           |
|---------------|----------------|---------------------------------------------------|-----------|
|               | Document Phase | Document Description                              | Page<br>3 |
| PSC2500000015 | Final          | APO for Emergency Elevator Repair/<br>Replacement |           |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

State of West Virginia  
Purchasing Division

# AGENCY DELEGATED AGREEMENT

Purchase Order # APO PSC2500000015

WV OASIS Vendor/ Customer # 000000176576

I, Schindler Elevator Corp 230 Blitar Dr. Pittsburgh, PA 15205, agree to perform the following services

for Public Service Commission at 201 Brooks St. Charleston, WV 25301

Repair and modernize PSC headquarters large elevator only per attached quote base bid.

(Detailed description of services to be performed)

Date(s) of Service: from 12/01/25 to 11/30/2026

The rate of pay shall be \$122,000.00 per job not to exceed

\$ 122,000.00 for the entire term of the contract.

**NOTE:** Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☒ I am not currently a full-time employee of the State of West Virginia;  
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by

(above named vendor) from the State of West Virginia for full-time

employment during the current fiscal year will be \$                     . The vendor serves as                     

with the title of                     , certified by                     

(Supervisor's Signature)

**GENERAL TERMS AND CONDITIONS:** The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

**APPROVED BY:**

Agency Public Service Commission  
Lindsey Randolph  
(Authorized Signature of Agency)  
Procurement Officer  
8/20/25  
(Date)

SEC-TMM B06

Vendor DocuSigned by:  
Kyle Honatter  
(12837B974B0422)  
Territory Modernization Manager  
8/20/2025  
(Date)

# Schindler Elevator Corporation



**Schindler**

April 11, 2025

West Virginia Public Service Commission  
201 Brooks Street  
Charleston, WV 25301

Attn: Michael Dailey  
Facilities Manager

RE: Elevator Modernization

Dear Michael,

Schindler Elevator is pleased to submit our pricing to modernize the two (2) hydraulic elevators at West Virginia Public Service Commission building at 201 Brooks Street in Charleston, WV.

|                                                                                |                                               |
|--------------------------------------------------------------------------------|-----------------------------------------------|
| <del>BASE BID: One (1) Hydraulic Elevator Modernization (Small Elevator)</del> | <del>\$118,000.00</del>                       |
| <del>ALTERNATE #1: Code Required Work By Other Trades (See Below)</del>        | <del>Not Included</del>                       |
| <del>ALTERNATE #2: New Cab Interior (Wall Panels, Ceiling, Handrails)</del>    | <del>\$15,000.00-\$25,000.00 BUDGET ADD</del> |
| <b>X</b> BASE BID: One (1) Hydraulic Elevator Modernization (Large Elevator)   | \$122,000.00 <b>X</b> <b>DR</b>               |
| ALTERNATE #1: Code Required Work By Other Trades (See Below)                   | Not Included                                  |
| ALTERNATE #2: New Cab Interior (Wall Panels, Ceiling, Handrails)               | <del>\$15,000.00-\$25,000.00 BUDGET ADD</del> |

## Base Bid: Scope of Work:

|                                                                       |                          |
|-----------------------------------------------------------------------|--------------------------|
| <b>Machine Room</b>                                                   |                          |
| Schindler Hydraulic Elevator Controller                               | New                      |
| Submersible Power Unit includes new pump, motor, and valve            | New                      |
| AW32 Hydraulic Oil                                                    | New                      |
| Emergency Battery Lowering                                            | New                      |
| Tank Heater                                                           | New                      |
| Machine Room Wiring                                                   | New                      |
| Victaulic Oil Line - Add shutoff in Machine Room, New Vic Gaskets     | New                      |
| <b>Cab</b>                                                            |                          |
| Cab Enclosure (Shell)                                                 | Retain                   |
| Interior Wall Panels                                                  | Retain                   |
| Ceiling                                                               | Retain                   |
| Lighting                                                              | Retain                   |
| Emergency Battery Backup for Ceiling Lighting - Man-D-Tec 4-hr backup | New                      |
| Transom, Strike - Stainless Steel #4                                  | Retain                   |
| Front Returns (Main) - Stainless Steel #4                             | Retain                   |
| Car Sill - Aluminum                                                   | Retain                   |
| Flooring                                                              | Retain                   |
| Roller Guides - ELSCO Model B w/ Green Rollers                        | New                      |
| <b>Car Door Equipment (Front)</b>                                     |                          |
| GAL Door Operator - MOVFE Linear                                      | New                      |
| Car header, tracks, clutch, gate switch, door detector, etc.          | New                      |
| Door Restrictor                                                       | New                      |
| Car Door                                                              | New - Stainless Steel #4 |
| <b>Landing Door Equipment</b>                                         |                          |
| Door Tracks, Hangers - Existing Integral                              | Retain                   |
| Interlocks, Sill Closers - New GAL                                    | New                      |

# Schindler Elevator Corporation



**Schindler**

|                                                          |                           |
|----------------------------------------------------------|---------------------------|
| Door Rollers, Escentrics                                 | New                       |
| Aluminum Track Liner for existing Integral Header/Track  | New                       |
| Hoistway Doors – Baked Enamel                            | Retain                    |
| Door Glbs & Fire Tabs                                    | New                       |
| Headers                                                  | Retain                    |
| Landing Frames & Sills                                   | Retain                    |
| <b>Fixtures</b>                                          |                           |
| Main Car Operating Panel                                 | New                       |
| Car Riding Directional Lantern                           | New                       |
| Access Switch – Top & Bottom                             | New (If required by code) |
| Hall Pushbutton Stations – Flush Mount                   | New                       |
| <b>Wiring</b>                                            |                           |
| Hoistway Wiring                                          | New                       |
| Hoistway & Machine Room Duct                             | New                       |
| Car Wiring & Travel Cable                                | New                       |
| <b>Pit</b>                                               |                           |
| Jack Assembly                                            | Retain                    |
| Buffers, Pit Channel, Rails                              | Retain                    |
| Hydraulic Oil                                            | New                       |
| Jack Packing                                             | New                       |
| Hydraulic Oil Line – Add shutoff in Pit, New Vic Gaskets | New                       |
| Removal & Disposal of Old Hydraulic Oil                  | Included                  |

**Alternate #1- Work by Other Trades** - When upgrading the elevator controls, additional work will be required by other trades to be code compliant and pass a WV state elevator inspection. A newer version of elevator code was adopted since the installation of this elevator. West Virginia is currently operating under 2013 ANSI code for elevators.

## Project Schedule & Lead-times

Submittals/Engineering Survey:

4-6 weeks

Material Fabrication

10-12 weeks

Installation

4 weeks

| Payment Terms                          |                                                                |       |
|----------------------------------------|----------------------------------------------------------------|-------|
| Due Date                               | Description                                                    | Value |
| Upon Award                             | Downpayment/Submittals/Engineering<br>50% (Minus 5% Retention) | TBD   |
| Upon Completion of Elevator Inspection | Material & Labor<br>50% (Minus 5% Retention)                   | TBD   |
| Within 30 Days After Turnover          | Retention on Project<br>5%                                     | TBD   |

## General Clarifications

Any work not mentioned specifically is not included in this scope/quote.

No asbestos removal or testing included in bid.

Quote valid for 90 days. *SR*

Quote based on 2025 installation & delivery of material.

No overtime included in quote. Quote based on straight time installation, Monday through Thursday, 6:00AM – 4:30PM

## Schindler Elevator Corporation



**Schindler**

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience.  
You can reach me on my phone at 412-430-2491

Very truly yours,  
Schindler Elevator Corporation

*Jeremiah Paich*

Jeremiah Paich  
Modernization Sales

August 11, 2025

SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS BETWEEN  
SCHINDLER ELEVATOR CORPORATION ("SCHINDLER"; "CONTRACTOR"; "WE"; "US"; "OUR") AND  
PUBLIC SERVICE COMMISSION OF WEST VIRGINIA ("YOU"; "YOUR"; "CUSTOMER")

This supplement ("Supplement") is to clarify the contract conditions of the above Agency Delegated Agreement between Schindler Elevator Corporation and Public Service Commission of West Virginia, including the General Terms and Conditions, the Additional Terms and Conditions (Construction Contracts Only), and the State of West Virginia Addendum to Vendor's Standard Contractual Forms (collectively, the "Un-supplemented State Agreement"). Notwithstanding anything to the contrary in the contract documents, any conflict between this Supplement and the Un-supplemented State Agreement or any other contract documents will be resolved in favor of the Un-supplemented State Agreement.

The following articles clarify the Un-supplemented State Agreement:

1. Our proposal dated April 11, 2025 is fully incorporated herein by reference including the project schedule and lead-times, which shall commence on the date that Schindler Elevator Corporation and the Public Service Commission of West Virginia have executed this Supplement and the Un-supplemented State Agreement
2. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
3. You agree to accept in full satisfaction of the insurance requirements for this project, our standard Certificate of Insurance and Blanket Additional Insured Endorsements annually. We will name the contractually required parties as additional insureds to the extent of the coverage provided in endorsement CG-2010-04-13. The limits of insurance provided shall not exceed the limits stated on the certificate. If required, our general liability insurance will be primary and non-contributory and we will agree to waive subrogation on our Automobile Liability, General Liability and Workers' Compensation Policies. No per project aggregate is included. Additional insured for ongoing operations only. Pollution liability, if required, has a limit of \$1 Million US Dollars. This insurance obligation will terminate no later than 2 years after completion of the work. Additional insurance requests presented after the execution of the contract agreement or from third-parties are null and void.  
Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Contractor's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Contractor reserves the right to remove the Schindler Ahead hardware. If Contractor is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones. Each party fully reserves all its rights in and to any and all of its Intellectual Property Rights. Unless otherwise agreed in a separate written agreement signed by the parties, no Intellectual Property Rights are assigned, transferred, or licensed by one party to the other party under this Agreement and no services provided by one party to the other shall be deemed to be "work for hire" under applicable law.
8. Contractor will abide by its safety policies and all OSHA safety requirements. Contractor will employ union labor and comply with its Collective Bargaining Agreement. Contractor makes no representations regarding minority goals and timetables and reserves all rights regarding same.
9. Schindler Elevator Corporation ("Schindler") as a bidder on the West Virginia Public Service Project ("the Project") understands that the bid documents incorporate W. Va. Code § 5A-3-56, which requires a preference for the use of domestic steel products, which are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process, and W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., which requires a contractor or subcontractor like Schindler to provide machinery or equipment to be used or incorporated into a public works, to give preference to domestic aluminum, glass, and steel. Schindler's position is that it is providing a manufactured good in the form of an elevator for the Project, and not a steel product as defined under W. Va. Code § 5A-3-56. Further, W. Va. CSR § 148-10-4.3 provides in relevant part that "[p]reference shall be applied to an item of machinery or equipment 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." The Schindler 330A hydraulic elevator is a piece of machinery that will be incorporated into and become a permanent part of the public works. However, the Schindler 330A hydraulic elevator is not primarily aluminum, glass, or steel, and, thus, Schindler's opinion is the domestic preference requirements of W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq. do not apply.

Please acknowledge your acceptance of the foregoing by affixing your signature below. Upon your execution, this writing will clarify the Un-supplemented State Agreement. Anything in this Supplement that is deemed to be in conflict with the Un-supplemented State Agreement shall be null and void and the Un-supplemented State Agreement shall govern.

ACKNOWLEDGED AND ACCEPTED BY:

SCHINDLER ELEVATOR CORPORATION

By Lindsey Randolph  
Title Procurement Officer  
Date 8/20/25

DocuSigned by:  
By Kyle Hovatter  
712887897480422  
Kyle Hovatter  
Title Territory Modernization Manager  
Date 8/11/2025

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

Email:

**4. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

#### **4A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**6. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**7. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**8. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**10. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**11. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**13. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**14. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

**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 365 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.

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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 cancellation, 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:  
\$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 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.

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**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](http://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](mailto: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.

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

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000:

- ☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

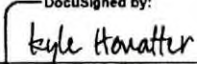
**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

Jeremiah Paich, Modernization Sales  
(Printed Name and Title)  
230 Bilmar Drive, Pittsburgh, Pa 15205  
(Address)  
412-430-2491  
(Phone Number) / (Fax Number)  
jeremiah.paich@schindler.com  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Schindler Elevator  
(Company)  
DocuSigned by:  
  
(Signature of Authorized Representative)

Kyle Hovatter, Territory Modernization Manager  
(Printed Name and Title of Authorized Representative)

8/21/2025  
(Date)

410-251-5869  
(Phone Number) (Fax Number)

Revised 8/24/2023

## ADDENDUM ACKNOWLEDGEMENT FORM

### SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Schindler Elevator

Company

DocuSigned by:

*Kyle Hanatter*

Authorized Signature

8/21/2025

Date

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



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
05/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                  |                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> David O'Leary<br><b>PHONE (A/C, No, Ext):</b> 1-877-945-7378<br><b>FAX (A/C, No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com                                                            |
| <b>INSURED</b><br>Schindler Elevator Corporation<br>P.O. Box 1935<br>20 Whippany Road<br>Morristown, NJ 07962                    | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Zurich American Insurance Company<br><b>INSURER B:</b> American Zurich Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                                                  | <b>NAIC #</b><br>16535<br>40142                                                                                                                                                                                                        |

**COVERAGES****CERTIFICATE NUMBER:** W39145180**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                            | ADDL INSD                                     | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------|----------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                               |          | GLO 6445435-35 | 01/01/2025              | 01/01/2026              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COM/POP AGG \$ 10,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                          |                                               |          | BAP 6445436-35 | 01/01/2025              | 01/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                     |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                                                                    |                                               |          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                            |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                | Y/N<br><input checked="" type="checkbox"/> No | N/A      | WC 6668187-34  | 01/01/2025              | 01/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 5,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 5,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 5,000,000                                     |
| A        | <b>Workers Compensation &amp; Employers Liability</b><br>Per Statute                                                                                                                                                                                                                                                                                                         |                                               |          | WC 6445438-36  | 01/01/2025              | 01/01/2026              | EL Each Accident \$5,000,000<br>EL Disease - EA Empl. \$5,000,000<br>EL Disease - Pol Lmt. \$5,000,000                                                                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEC2410 - CONT# TBD

Public Service Commission, 201 Brooks Street, Charleston, WV 25301

Insurance coverage is not applicable until the date that a contract is executed between Schindler and State of West Virginia for work at Public Service Commission, 201 Brooks Street, Charleston, WV 25301

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                  |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of West Virginia<br>Public Service Commission<br>201 Brooks Street<br>Charleston, WV 25301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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SR ID: 27825642

BATCH: 3979097



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 LABO PSC 25 \* 15 Main Elevator Repair Modernization

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     |
|-----------------------------------------|--------|------------------|----------|
| Lindsey Randolph<br>Procurement Officer | PSC    | Lindsey Randolph | 8/21/25  |
| J.B. Schoolcraft<br>Director            | PSC    | J.B. Schoolcraft | 08/22/25 |
|                                         |        |                  |          |
|                                         |        |                  |          |
|                                         |        |                  |          |

## Vendor/Customer

| Vendor/Customer | Legal Name              | Alias/DBA | Vendor Active Status | Customer Active Status | Previous Name |
|-----------------|-------------------------|-----------|----------------------|------------------------|---------------|
| ✓ 000000176576  | SCHINDLER ELEVATOR CORP |           | Active               | Inactive               |               |

From 1 to 1 of 1 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

## ▼ General Info

|                                       |                                 |
|---------------------------------------|---------------------------------|
| Vendor/Customer : 000000176576        | Restrict Use by Department :    |
| Legal Name : SCHINDLER ELEVATOR CO    | Miscellaneous Account :         |
| Alias/DBA :                           | Internal Account :              |
| Vendor Active Status : Active         | Third Party Only :              |
| Vendor Approval Status : Complete     | Third Party Vendor :            |
| Customer Active Status : Inactive     | Third Party Customer :          |
| Customer Approval Status : Incomplete | Inventory Customer :            |
| Location Name :                       | Healthcare Provider :           |
| First Name :                          | Never Archive :                 |
| Middle Name :                         | Restrict VSS Access : No        |
| Last Name :                           | Discontinue - No New Business : |
| Company Name : SCHINDLER ELEVATOR CO  | Prevent MA Reference :          |
| Previous Name :                       | PunchOut Enabled :              |
| Previous Street :                     | Re-PunchOut Enabled :           |
| Previous City :                       | Electronic Order Enabled :      |
| Previous State/Province :             | W-9 Received :                  |
| Previous Country :                    | W-9 Received Date :             |
|                                       | W-8 Received :                  |
|                                       | W-8 Received Date :             |
|                                       | Accepts Credit Cards :          |
|                                       | Active From : 06/18/1979        |
|                                       | Active To :                     |
|                                       | Last Usage Date : 04/20/2025    |
|                                       | Department :                    |
|                                       | Unit :                          |

## ▼ Headquarters

|                                                         |                                    |
|---------------------------------------------------------|------------------------------------|
| Headquarters Account : Yes                              | Web Address http:// :              |
| Headquarters Account Code : 000000176576                | Catalog DUNS :                     |
| Headquarters Account Legal Name : SCHINDLER ELEVATOR CO | Catalog Extended DUNS :            |
| Franchise Account :                                     | Catalog Unique Entity Identifier : |
|                                                         | Taxpayer ID Number : *****0056     |
|                                                         | Taxpayer ID Number Type : EIN      |

## ▼ Organization

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| Organization Type : Company         | 1099 Indicator : No               |
| 1099 Classification : Corporation   | 1042-S Indicator :                |
| Foreign Ownership Interest :        | Taxpayer ID Number : 341270056    |
| 1042-S Ch. 3 Recipient Code :       | Taxpayer ID Number Type : EIN     |
| 1042-S Ch. 4 Status Code :          | Detailed TIN Type :               |
| Number of Employees :               | Foreign Tax ID :                  |
| Merchant ID :                       | GIIN :                            |
| Sex :                               | 1042-S Recipient Account Number : |
| Date of Birth :                     | W-8 Form :                        |
| Marital Status :                    | Tax Profile : NOTAX               |
| Annual Income :                     | Tax Profile Name : No Tax         |
| IRS Country of Residence :          | EBIC Number :                     |
| IRS Country Sub Code :              | IAEC Number :                     |
| Contract Withholding Exempt :       | Web Address http:// :             |
| National Provider ID :              | Employee ID :                     |
| Assigning Authority :               | Employee Status :                 |
| CAGE Code :                         | Supplier Shared Secret :          |
| Permanent Staffed Office In State : |                                   |

## ▼ Disbursement Options

|                               |                                 |
|-------------------------------|---------------------------------|
| Category : DIRC               | Hold Payment :                  |
| Description : Direct Payments | Hold Payment Authorized By :    |
| Default Type : Check          | Hold Payment Authorized On :    |
| Default Priority : 99         | Hold Reason :                   |
| Default Format : REG          |                                 |
| Default Format Description :  | Prevent New Spending :          |
| Scheduled Payment Day :       | Prevent New Orders : Not Active |
| Single Payment Indicator :    | Third Party Code :              |
| Name on Check : Legal Name    | Third Party Name :              |
| Eligible for VCA Payments :   | Third Party Approved By :       |
| VCA Effective From Date :     | Third Party Approved On :       |
| VCA Effective To Date :       |                                 |
| VCA Primary Email :           |                                 |
| VCA Secondary Email :         |                                 |

VCA Comments :

Third Party Reason :

Always Infer Third Party Vendor :

Third Party Address ID :



► Prenote/EFT

► Remittance Advice

► Vendor Terms

► Accounts Receivable

► eMALL

► Location Information

► Fee and Vendor Compliance Holds

Fee Exempt :

Tax Clearance :

Registration Application Date : 12/12/2024

Unemployment Insurance :

Registration Effective Date : 12/14/2024

Worker's Compensation :

Registration Expiration Date : 12/14/2025

Secretary of State Registration :

Pre-Registration Code :

Federal Debarred :

► Executive Compensation

► Additional Information

► Travel

► Change Management

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CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#)

[Vendor Notes](#)

[Vendor Transaction History](#)

## Vendor/Customer

## Address

| Address Type | Street 1            | City       | State/Province | Zip/Postal Code | Principal Contact    |
|--------------|---------------------|------------|----------------|-----------------|----------------------|
| ✓ Payment    | PO BOX 93050        | CHICAGO    | IL             | 606733050       | NANCY WILLS          |
| Ordering     | 230 BILMAR DR       | PITTSBURGH | PA             | 152054601       | Default Contact Name |
| Payment      | 1530 TIMBER WOLF DR | HOLLAND    | OH             | 435289129       | Default Contact Name |

First Prev Next Last

Save Undo Delete Insert Copy Paste

Vendor/Customer : 000000176576

SCHINDLER ELEVATOR CORP

Address Type : Payment

Division/Department :

Additional Address Info :

Prevent New Spending :

Default Currency : USD - US Dollar

Active From : 01/01/1999

Active To :

Default Record :

Mail Returned :

Active Address : Yes

## ▼ Address Information

Address ID : CV10001

Street 1 : PO BOX 93050

Street 2 :

City : CHICAGO

State/Province : IL

Zip/Postal Code : 606733050

DUNS :

Extended DUNS :

Unique Entity Identifier :

CAGE Code :

Country Phone Code : 1

Phone : 304-340-0321

Phone Extension :

County :

County Name :

Country : US

► Prenote/EFT

► Remittance Advice

► Contact Information

► Contact Address Information

► Geographic Designation

► Change Management

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Modify Existing Record Add New Address

Master Address

Master Contacts

Languages

Vendor Transaction History

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## 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.*

### SCHINDLER ELEVATOR CORPORATION

| Organization Information |                |                  |             |         |        |          |                  |                    |
|--------------------------|----------------|------------------|-------------|---------|--------|----------|------------------|--------------------|
| Org Type                 | Effective Date | Established Date | Filing Date | Charter | Class  | Sec Type | Termination Date | Termination Reason |
| C   Corporation          | 3/2/1979       |                  | 3/2/1979    | Foreign | Profit |          |                  |                    |

| Organization Information  |                                                                                                                  |  |  |                       |          |  |  |  |
|---------------------------|------------------------------------------------------------------------------------------------------------------|--|--|-----------------------|----------|--|--|--|
| <b>Business Purpose</b>   | 2389 - Construction - Special Trade Contractors - Other Specialty Trade Contractors (site prep, other specialty) |  |  | <b>Capital Stock</b>  | 0.0000   |  |  |  |
| <b>Charter County</b>     |                                                                                                                  |  |  | <b>Control Number</b> | 0        |  |  |  |
| <b>Charter State</b>      | DE                                                                                                               |  |  | <b>Excess Acres</b>   | 0        |  |  |  |
| <b>At Will Term</b>       |                                                                                                                  |  |  | <b>Member Managed</b> |          |  |  |  |
| <b>At Will Term Years</b> |                                                                                                                  |  |  | <b>Par Value</b>      | n nnnnnn |  |  |  |
| <b>Authorized Shares</b>  | 0                                                                                                                |  |  | <b>Entr</b>           |          |  |  |  |

Hi, I'm SOLO! I can help you file your Annual Report.

**Addresses**

| Type                             | Address                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------|
| <b>Local Office Address</b>      | 230 BILMAR DRIVE<br>PITTSBURGH, PA, 152054601                                       |
| <b>Mailing Address</b>           | 20 WHIPPANY ROAD<br>ATTN: TAX DEPARTMENT<br>MORRISTOWN, NJ, 07960<br>USA            |
| <b>Notice of Process Address</b> | C T CORPORATION SYSTEM<br>5098 WASHINGTON ST W STE 407<br>CHARLESTON, WV, 253131561 |
| <b>Principal Office Address</b>  | 20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07960<br>USA                                    |
| Type                             | Address                                                                             |

**Officers**

| Type                  | Name/Address                                               |
|-----------------------|------------------------------------------------------------|
| <b>Director</b>       | THOMAS SPARNO<br>20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07960 |
| <b>Director</b>       | SNEH VIRDI<br>20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07960    |
| <b>President</b>      | RAY BISSON<br>20 WHIPPANY RD<br>MORRISTOWN, NJ, 07960      |
| <b>Secretary</b>      | THOMAS SPARNO<br>20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07962 |
| <b>Treasurer</b>      | JOSEPH RONAN<br>20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07960  |
| <b>Vice-President</b> | SNEH VIRDI<br>20 WHIPPANY ROAD<br>MORRISTOWN, NJ, 07960    |
| Type                  | Name/Address                                               |

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Report.

**DBA**

| DBA Name                        | Description | Effective Date | Termination Date |
|---------------------------------|-------------|----------------|------------------|
| MILLAR ELEVATOR SERVICE COMPANY | TRADENAME   | 12/29/1989     | 7/18/2002        |

| DBA Name | Description | Effective Date | Termination |
|----------|-------------|----------------|-------------|
|----------|-------------|----------------|-------------|

| Date     | Amendment                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------|
| 2/2/1990 | MERGER; MERGING SCHINDLER CORP., A QUAL. DE CORP., WITH & INTO SCHINDLER ELEVATOR CORPORATION, A QUAL. DE CORP., THE SURVIVOR. |
| 5/9/1985 | CHANGE OF NAME: FROM SCHINDLER HAUGHTON ELEVATOR CORPORATION                                                                   |
| Date     | Amendment                                                                                                                      |

## Annual Reports

### Filed For

2024

2023

2022

2021

2020

2019

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2016

2015

2014

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2012

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2005

2004

2003

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Report.

|            |
|------------|
| 2001       |
| 2000       |
| 1999       |
| Date filed |

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

Monday, April 28, 2025 — 10:18 AM

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Apr 22, 2025



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All Words

e.g. 1606N020Q02

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**Simple Search**

**Search Editor**

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

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# DEBARRED AND SUSPENDED VENDORS

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## 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:      | <b>Arapaho Communications Management LLC</b> |
| Vendor Address:   | 840-A Kastrin St.<br>El Paso, TX 79907-2724  |
| Debarment Date:   | June 10, 2022                                |
| Debarment Period: | Permanent                                    |
| Debarment Scope:  | All Commodities and Services                 |

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

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

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

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

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

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

|                   |                                                |
|-------------------|------------------------------------------------|
| Vendor Name:      | <b>Bayliss &amp; Ramey, Inc.</b>               |
| Vendor Address:   | 145 Vaughan Drive<br>Fraziers Bottom, WV 25082 |
| Debarment Date:   | September 28, 2017                             |
| Debarment Period: | Permanent                                      |
| Debarment Scope:  | All Commodities and Services                   |

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

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

|              |                           |
|--------------|---------------------------|
| Vendor Name: | <b>Dennis Corporation</b> |
|--------------|---------------------------|

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

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

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

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

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

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

|                 |                                             |
|-----------------|---------------------------------------------|
| Vendor Name:    | <b>Nancy Kennedy<br/>Backwoods Trucking</b> |
| Vendor Address: | P.O. Box 394<br>Raysal, WV 24879            |

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

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

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

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

|                   |                                             |
|-------------------|---------------------------------------------|
| Vendor Name:      | <b>James Travis Miller</b>                  |
| Vendor Address:   | 65 Summit Ridge Road<br>Hurricane, WV 25526 |
| Debarment Date:   | October 13, 2017                            |
| Debarment Period: | Permanent                                   |
| Debarment Scope:  | All Commodities and Services                |

|                   |                                                                                                                          |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|
| Vendor Name:      | <b>Andrew P. Nichols</b>                                                                                                 |
| Vendor Address:   | 732 Nursery Lane<br>Lesage, WV 25537<br>OR<br>RR 1, 407H<br>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:      | <b>Planet Cellular Inc.</b>                 |
| Vendor Address:   | 13909 Bettencourt St.<br>Cerritos, CA 90703 |
| Debarment Date:   | September 8, 2022                           |
| Debarment Period: | Permanent                                   |
| Debarment Scope:  | All Commodities and Services                |

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

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

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

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

|                   |                                        |
|-------------------|----------------------------------------|
| Vendor Name:      | <b>Mark Rudolph Whitt</b>              |
| Vendor Address:   | 380 Cannery Lane<br>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](#).

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## Sharp, Beth

---

**From:** Lane, Charlotte  
**Sent:** Friday, April 25, 2025 9:56 AM  
**To:** Potter, Jean; Sharp, Beth; Schoolcraft, Jeff  
**Subject:** FW: PSC WV - Letter request

**From:** Wolford, Jamion A <jamion.a.wolford@wv.gov>  
**Sent:** Friday, April 25, 2025 8:36 AM  
**To:** Lane, Charlotte <CLane@psc.state.wv.us>  
**Cc:** Tom P McCaffery <tom.p.mccaffery@wv.gov>  
**Subject:** Re: PSC WV - Letter request

**CAUTION:** External email. Do not click links or open attachments unless you verify sender.

Charlotte,  
The elevator modernization is approved.

Thank you,

On Tue, Apr 22, 2025 at 3:51 PM McCaffery, Tom P <[tom.p.mccaffery@wv.gov](mailto:tom.p.mccaffery@wv.gov)> wrote:

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

**From:** Lane, Charlotte <[CLane@psc.state.wv.us](mailto:CLane@psc.state.wv.us)>  
**Date:** Fri, Apr 18, 2025 at 9:09 AM  
**Subject:** PSC WV - Letter request  
**To:** [tom.p.mccaffery@wv.gov](mailto:tom.p.mccaffery@wv.gov) <[tom.p.mccaffery@wv.gov](mailto:tom.p.mccaffery@wv.gov)>

Dear Mr. McCaffery,

The purpose of this attached letter is to request approval to proceed with the modernization of the elevator at the Public Service Commission's main building.

Thank you.

Charlotte R. Lane

Public Service Commission of West Virginia

201 Brooks Street

Charleston, West Virginia 25301

Telephone: 304-340-0306

---

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**Tom McCaffery**

*Chief of Staff*

**Office of Governor Patrick Morrissey**

**State Capitol**

**1900 Kanawha Boulevard, E.**

**Charleston, WV 25305**

304-558-2000 (office)

304-342-7025 (fax)

[Governor.wv.gov](http://Governor.wv.gov)



**Jamion Wolford**

*Chief Financial Officer*

**Office of Governor Patrick Morrisey**

**State Capitol**

**1900 Kanawha Boulevard, E.**

**Charleston, WV 25305**

[Jamion.A.Wolford@wv.gov](mailto:Jamion.A.Wolford@wv.gov)

304-352-0715(Direct)

[Governor.wv.gov](http://Governor.wv.gov)

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**Randolph, Lindsey**

---

**From:** Whittaker, Frank M <frank.m.whittaker@wv.gov>  
**Sent:** Monday, March 24, 2025 1:20 PM  
**To:** Randolph, Lindsey  
**Cc:** Larry D McDonnell  
**Subject:** Fwd: Emergency Purchase Request - Elevator  
**Attachments:** Elevator 4.jpg; Elevator 1.jpg; Elevator 2.jpg; Elevator 3.jpg; 3-20-2025-WV45\_EmergencyPurchaseRequestForm.pdf; Estimated Resplaced Parts.pdf

You don't often get email from frank.m.whittaker@wv.gov. [Learn why this is important](#)

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Lindsey,

Your request for emergency repair of the elevator at an estimated cost of \$150,000.00 is approved. Please follow all emergency procedures outlined in the Purchasing Division Procedures Handbook, including getting 3 bids where possible. Please forward all completed contract documents to this office for public posting within 30 days of this approval.

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

**From:** McDonnell, Larry D <larry.d.mcdonnell@wv.gov>  
**Date:** Thu, Mar 20, 2025 at 2:02 PM  
**Subject:** Fwd: Emergency Purchase Request - Elevator  
**To:** Frank M Whittaker <frank.m.whittaker@wv.gov>

Frank,  
Please see attached request.

Thanks,

**Larry McDonnell**

*Senior Buyer, Purchasing Division*

304-558-2063 • [Larry.D.Mcdonnell@wv.gov](mailto:Larry.D.Mcdonnell@wv.gov)



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2019 Washington St. E. • Charleston, WV 25305  
(304) 558-2306 • [Purchasing.Division@wv.gov](mailto:Purchasing.Division@wv.gov)

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

From: **Randolph, Lindsey** <[LRandolph@psc.state.wv.us](mailto:LRandolph@psc.state.wv.us)>

Date: Thu, Mar 20, 2025 at 1:13 PM

Subject: Emergency Purchase Request - Elevator

To: [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov) <[purchasing.division@wv.gov](mailto:purchasing.division@wv.gov)>, McDonnell, Larry D  
<[larry.d.mcdonnell@wv.gov](mailto:larry.d.mcdonnell@wv.gov)>

Good Afternoon,

Please see the updated emergency purchase request from the PSC.

Thank you,

*Lindsey Randolph*

Procurement Officer

Public Service Commission of WV

PO BOX 812

Charleston, WV 25323

304-340-0322

304-340-3742 (fax)

[lrandolph@psc.state.wv.us](mailto:lrandolph@psc.state.wv.us)



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**From:** Randolph, Lindsey  
**Sent:** Wednesday, March 19, 2025 1:39 PM  
**To:** [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov)  
**Subject:** Emergency Purchase Request - Elevator

Good Afternoon,

The PSC has an emergency purchase request for an elevator. I have attached WV-45, along with pictures.

Thank you!

*Lindsey Randolph*

Procurement Officer

Public Service Commission of WV

PO BOX 812

Charleston, WV 25323

304-340-0322

304-340-3742 (fax)

[lrandolph@psc.state.wv.us](mailto:lrandolph@psc.state.wv.us)



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--

**Frank Whittaker, CPPB, NIGP-CPP**

Assistant Director

West Virginia Purchasing Division

2019 Washington Street, East

Charleston, WV 25305

(304) 558-2316

[frank.m.whittaker@wv.gov](mailto:frank.m.whittaker@wv.gov)



## WEST VIRGINIA PURCHASING DIVISION

### Emergency Purchase Request Form for Central Purchases (Purchases Exceeding Agency's Delegated Spending Threshold)

---

**Statutory Authority:** Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

**Follow-up Award Requirements:** Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to [Purchasing.Division@wv.gov](mailto:Purchasing.Division@wv.gov) no later than 30 days of issuance.

**Description of the emergency circumstance(s) that led to this emergency purchase request:**  
(What is the emergency situation? Provide detailed information.)

The main elevator at the PSC is a Westinghouse Electric Corporation Hydraulic 3 Stage elevator that is about 46 years old. Recently the elevator has stopped working leaving people stuck. Over the past 10 days it has been down 2 times with 1 outage lasting 4 days before the repair could be made. This elevator is now burning coils (paper coils) resulting in continued failure and burning odor in the building. Coils may not be replaceable.

**Proposed remedy:**

(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)

A temporary band-aid may be possible but based on recent burning of coils a temporary fix is not in the best interest of the State or the PSC. Replacement is necessary and mandatory at this point as a result of continued failure and difficulty in obtaining necessary parts as a result of the age of the equipment. Please see the attached list of parts being replaced. The cab will not be replaced.

**Estimated cost:**

(How much will the items or service cost to rectify the situation? Include total cost.)

It is anticipated that the cost will be approximately \$150,000.00. The PSC plans to have a consultant assisting. The PSC will also obtain all required bonds. It is estimated the repair will be completed 1-2 weeks once the repair begins.

**Proposed duration/quantity:**

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

This will be the long-term solution.

## **Estimated Parts Being Replaced**

### **Machine Room:**

- Hydraulic Elevator Controller
- Submersible Power Unit that includes new pump, motor and valve
- Hydraulic Oil
- Emergency Battery Lowering
- Tank Heater
- Machine Room Wiring
- Oil line – Add shutoff in Machine Room, New gaskets

### **Car Door Equipment (Front):**

- Door Operator
- Car Header, tracks, clutch, gate switch, door detector
- Door Restrictor
- Stainless Steel Car Door

### **Landing Door Equipment:**

- Interlocks, still closers
- Door Rollers, Escentrics
- Aluminum Track Liner for existing Integral Header/Track
- Door Gibs and Fire Tabs

### **Fixtures:**

- Main car operational panel
- Car riding Directional Lantern
- Access Switch – Top & Bottom if required by code
- Hall Pushbutton Stations – Flush Mount

### **Wiring:**

- Hoistway Wiring
- Hoistway and Machine Room Duct
- Car Wiring and Travel Cable

### **Pit:**

- Hydraulic Oil
- Jack Packing
- Oil Line – Add Shutoff in Pit, New Gaskets