



State of West Virginia
Agency Purchase Order

Order Date: 08-25-2025

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

Order Number:	APO 0211 4022 GSD2600000053 1	Change Order No:	0	Procurement Folder:	1773720
Document Name:	EPO Building 22 RTU-1 Repairs			Reason for Modification:	
Document Description:	EPO Building 22 RTU-1 Repairs				
Procurement Type:	Agency Purchase Order				
Buyer Name:	James R Jones				
Telephone:	304-352-5517				
Email:	james.r.jones@wv.gov				
Shipping Method:	Best Way			Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000114773 NITRO CONSTRUCTION SERVICES INC 4300 1ST AVENUE NITRO WV 25143 US Vendor Contact Phone: 304-204-1500 Extension: Discount Details: <table><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: Jeffrey L Gillenwater Requestor Phone: 304-352-5490 Requestor Email: jeffrey.l.gillenwater@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
GENERAL SERVICES DIVISION DEPARTMENT OF ADMINISTRATION 112 CALIFORNIA AVENUE BLDG 4, 6TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 22 - TAX AND REVENUE 1001 LEE ST CHARLESTON WV 25301 US

Total Order Amount:	\$29,120.00
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: James R Jones DATE: 2025-08-25 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72151201	0.00000		0.000000	29120.00
Service From	Service To	Manufacturer	Model No		
2025-06-30	2025-09-30				

Commodity Line Description: EPO Building 22 RTU-1 Repairs

Extended Description:
EPO Building 22 RTU-1 Repairs per attached quote

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

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

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:
\$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \$100,000.00 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.

☐ Certificate of Insurance must indicate Additional Insured.

☐ Certificate Holder should indicate:
General Services Division
1900 Kanawha Blvd. E
Charleston, WV 25305

☐

☐

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

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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.

Chad McLaughlin Industrial Service Manager
(Printed Name and Title)

4300 15th Avenue Nitro, WV 25143
(Address)

304-204-1533
(Phone Number) / (Fax Number)

cmclaughlin@nitrocs.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, 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.

Nitro Construction Services
(Company)

Chad M. Laughlin
(Signature of Authorized Representative)

Chad McLaughlin Service Manager
(Printed Name and Title of Authorized Representative)

8/25/2025
(Date)

304-204-1533 304-204-1350
(Phone Number) (Fax Number)

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV Department of Administration, General Services Division

Vendor: Nitro Construction Services Inc

Contract/Lease Number ("Contract"): APO GSD2600000053

Commodity/Service: HVAC Repairs

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – 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.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. 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.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: General Services Division

By: James R. Jones

Printed Name: James R. Jones

Title: Procurement Administrator

Date: 8/25/2025

Vendor: Nitro Construction Services

By: Chad McLaughlin

Printed Name: Chad McLaughlin

Title: Service Manager

Date: 8/25/2025

By signing below, the customer accepts the above proposal and authorizes the work to be performed. After signing, please fax or e-mail to us so that scheduling may occur and parts/equipment ordered if necessary.

Customer Signature: James R. Jones Date: 8/25/2025

The above proposal is valid for sixty (60) days. If proposal is accepted after the sixty days, prices may be altered if the equipment/materials quoted have increased in cost. A new proposal may be required. Any projects utilizing crane services will have equipment set when subcontractor deems safe by examining ground conditions along with weather.

IMPORTANT: This proposal incorporates by reference the terms and conditions attached/ enclosed with this proposal.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following term and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. required hereunder to be furnished by Nitro Construction Services shall be distributed under Nitro Construction Services supervision but at additional cost to Nitro Construction Services. Purchaser agrees to provide Nitro Construction Services with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Nitro Construction Services agrees to keep the job site clean of debris arising out of its own operation. Purchaser shall not back charge Nitro Construction Services for any costs or expenses without Nitro Construction Services' written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by Nitro Construction Services under this agreement, Nitro Construction Services' obligation under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Nitro Construction Services shall not operate to compel Nitro Construction Services to perform any work relating to hazardous or dangerous materials without Nitro Construction Services' express written consent.

2. **INVOICING & PAYMENTS.** Nitro Construction Services may invoice purchaser monthly, as approved by purchaser, for all materials delivered to the job site and for all work performed onsite. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Nitro Construction Services' initial invoice. Purchaser agrees to pay Nitro Construction Services the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses; to the extent payments are received.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Nitro Construction Services, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Nitro Construction Services shall (a) be excused from furnishing materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.
4. **WARRANTY.** Nitro Construction Services warrants that the equipment furnished shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Nitro Construction Services for a period of one year from installation. Nitro Construction Services warrants that for equipment furnished and/or installed but not manufactured by Nitro Construction Services, Nitro Construction Services will extend the same warranty terms and conditions which Nitro Construction Services receives from the manufacturer of said equipment. For equipment in warranty period installed by Nitro Construction Services, Purchaser shall provide written notice to Nitro Construction Services of any such defect within thirty (30) days after the appearance or discovery of such defect. Nitro Construction Services shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. Warranties made in this Section 4 by Nitro Construction Services do not extend to defects caused by lightning damage or power surges, except to the extent such defects are covered by the equipment manufacturer. Nitro Construction Services does not warrant parts and / or labor unless such parts are

warranted by the manufacturer and the manufacturer's warranty will reimburse Nitro Construction Services for its labor and related costs for replacement of such parts. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** Nitro Construction Services shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Nitro Construction Services or, alternatively, shall provide Nitro Construction Services with acceptable tax exemption certificates. Nitro Construction Services shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Nitro Construction Services shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Nitro Construction Services' control, including, but not limited to, acts of God, fire, riots labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Nitro Construction Services.
8. **COMPLIANCE WITH LAWS.** Nitro Construction Services shall comply with all applicable federal, state and local laws and regulations and shall obtain temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the purchaser.
9. **INSURANCE.** Insurance coverage in excess of Nitro Construction Services' standard limits will be furnished when requested and required.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon either party unless accept by either party in writing.



Date: 8/22/2025

To: State of West Virginia Building 22

Attn: Jeff Gillenwater

Re: Repairs needed on York RTU with Serial#11552MO7142755

Nitro Construction Services is pleased to provide the following letter of quotation. We would like to take a moment to thank you for allowing us the opportunity to provide this information and for your confidence in Nitro Construction Services to provide your HVAC service needs. Below you will find the scope of work to be performed under this quotation.

Scope of Work:

- I/O board currently in unit is not providing any sensor data to the main control board.
- Provide and install a new, York OEM I/O board. Board is in stock and can be overnighted.
- Circuit #2 has leaked all refrigerant out due to condenser fan motor bracket breaking and falling onto condenser coils. Provide and install (2) new MCHX condenser coils, fan motor, fan blade, motor bracket, compressor oil, refrigerant filter driers and 100# of R410a refrigerant.
- Pressurize and leak check circuit #2 after repairs, pull vacuum on circuit #2.
- Charge circuit with R410a, start unit and check operation.

Cost to provide this service is \$29,120.00

Notes and exclusions: All work is to be performed during normal business hours, Monday thru Friday, 7:30 am- 4:00 pm. Any repairs that are needed outside of the scope will be quoted as extra. If present, asbestos removal will be the responsibility of the customer.

Thank you for allowing Nitro Construction Services the opportunity to provide the above information, and we look forward to being of service.

Sincerely,

Chad McLaughlin,
Nitro Construction Services
Industrial Service Manager

NITRO CONSTRUCTION SERVICES, INC.

4300 Elm Avenue, 2nd Floor | P.O. Box 879 | Nitro, West Virginia 25143-1001 | nitrocs.com | 304.204.1500

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

DATE: **8/25/2025**

TO: Memo to File

SUBJECT: Recommendation for Award

Solicitation Number: _____ Procurement Folder Number: 1773720

Solicitation Description: EPO Building 22 RTU-1 Repairs

Bid Information:

7/30/2025 EPO procedures were utilized to procure services of vendor to troubleshoot and repair RTU#1 at Building 22. Spoke with Johnson Controls, DSO Mechanical, and Nitro Construction. Nitro was the only vendor that could respond in a timely manner to assist with getting unit into an operational state.

Award Recommendation: Check the appropriate box below.

☐ **Lowest Bid:** By signing below, the procurement officer certifies that bids have been properly evaluated and recommends award to _____ as the lowest responsible bidder meeting the required specifications.

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

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



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



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



Procurement Officer Signature

James R. Jones

Procurement Officer Printed Name

8/25/2025

Date

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

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

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

NITRO CONSTRUCTION SERVICES, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	4/10/2007		4/10/2007	Domestic	Profit			

Organization Information			
Business Purpose	2382 - Construction - Special Trade Contractors - Building Equipment Contractors (electrical & other wiring, plumbing, heating & air-conditioning, other)	Capital Stock	1000.0000
Charter County	Putnam	Control Number	92949
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	1.000000
Authorized Shares	1000	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	4300 1ST AVE NITRO, WV, 25143
Mailing Address	P.O. BOX 879 NITRO, WV, 25143 USA
Notice of Process Address	DANIEL J. KONRAD 611 THIRD AVENUE HUNTINGTON, WV, 25701
Principal Office Address	4300 1ST AVENUE NITRO, WV, 25143 USA
Type	Address

Officers	
Type	Name/Address
Director	DOUGLAS REYNOLDS 75 WEST THIRD AVENUE HUNTINGTON, WV, 25701
Director	MARSHALL REYNOLDS 4300 1ST AVE NITRO, WV, 25143
Director	NITRO CONSTRUCTION SERVICES 4300 1ST AVE NITRO, WV, 25143 USA
Incorporator	DANIEL J. KONRAD 611 THIRD AVENUE HUNTINGTON, WV, 25701 USA
President	GABRIEL HOLSTEIN 4300 1ST AVE NITRO, WV, 25143
Secretary	CHARLES CRIMMEL 75 3RD AVE. W. HUNTINGTON, WV, 257011116
Treasurer	DOUGLAS REYNOLDS 75 3RD AVE. W. HUNTINGTON, WV, 25701
Vice-President	STEWART BEEBE 4300 1ST AVE NITRO, WV, 25143
Type	Name/Address

DBA

DBA Name	Description	Effective Date	Termination Date
HERITAGE PAINTING	TRADENAME	7/30/2024	
NITRO ELECTRIC COMPANY, INC.	TRADENAME	4/28/2018	
NITRO MECHANICAL SERVICES	TRADENAME	7/29/2008	
REVOLT ENERGY	TRADENAME	5/14/2021	
DBA Name	Description	Effective Date	Termination Date

Name Changes

Date	Old Name
1/16/2018	NITRO ELECTRIC COMPANY, INC.
4/30/2007	NEC ACQUISITION COMPANY, INC.
Date	Old Name

Subsidiaries

Name	Address
	ENERGY SERVICES OF AMERICA CORPORATION 75 3RD AVE W HUNTINGTON, WV, 25701
Name	Address

Date	Amendment
1/16/2018	NAME CHANGE: FROM NITRO ELECTRIC COMPANY, INC.
4/30/2007	NAME CHANGE: FROM NEC ACQUISITION COMPANY, INC.
Date	Amendment

Annual Reports

Filed For
2025
2024
2023

2022
2021
2020
2019
2018
2017x
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
Date filed

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

Monday, August 25, 2025 — 2:16 PM

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Aug 15, 2025

[See All Alerts](#)

Records Retention Policy Impacts Old SAM Registration Data [Show Details](#)
May 21, 2025



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Search

[All Words](#)[e.g. 1606N020Q02](#)




Filter By

Keyword Search


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

Simple Search

Search Editor

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

e.g. 123456789, Smith Corp

"NITRO CONSTRUCTION SERVICES, INC." 

Entity 

Location 

Zip Code


e.g. 20001

State / Territory

Select State / Territory 

West Virginia 

City

Select State (Optional) 



DEBARRED AND SUSPENDED VENDOR LIST

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

[A++](#) | [A](#) |
[A--](#)

Translate (Must switch browser to Chrome or
Firefox)

[Select Language](#) ▼

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	Vendor Address	Debarment Date	Debarment Period	Debarment Scope
Andrew P. Nichols	732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537	October 13, 2017; updated April 29, 2022	Permanent	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.
Arapaho Communications LP	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Communications Management LLC	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Pipe & Supply LP	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Backwoods Trucking	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive	April 20, 2021	Permanent	All Commodities and Services

	Bradshaw, WV 24817			
Bayliss & Ramey, Inc.	145 Vaughan Drive Fraziers Bottom, WV 25082	September 28, 2017	Permanent	All Commodities and Services
Bruce E. Kenney, III	916 Vikingfield TE Chesapeake, VA 23322	October 13, 2017	Permanent	All Commodities and Services
Clark A. Diehl	P.O. Box 20003 Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services
Courtney Bowman	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Daniel R. Dennis, III	1800 Huger Street Columbia, SC 29201	October 13, 2017	Permanent	All Commodities and Services
Dennis Corporation	1800 Huger Street Columbia, SC 29201	September 28, 2017	Permanent	All Commodities and Services
Deniz Erdinc	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Gerry E. Barton	Route 1, Box 185 Valls creek, WV 24815	February 23, 2011	Permanent	All Commodities and Services
Jack M. Kidd	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services

James Travis Miller	65 Summit Ridge Road Hurricane, WV 25526	October 13, 2017	Permanent	All Commodities and Services
John Derek Riffe	P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 Raysal, WV 24879	August 18, 2021	Permanent	All Commodities and Services
Joyce Matney	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
KGH Development Inc.	840 Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Lighthouse Sourcing Solutions, LLC	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Mark Rudolph Whitt	380 Cannery Lane Winfield, WV 25213	October 13, 2017	Permanent	All Commodities and Services
May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.	1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.	17326 Edwards Road Ste. A207 Cerritos, CA 90703 1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services

Mountaineer Trucking	P.O. Box 262 Raysal, WV 24879 Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
Nancy Kennedy	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
Planet Cellular Inc.	13909 Bettencourt St. Cerritos, CA 90703	September 8, 2022	Permanent	All Commodities and Services
RNCR Trucking	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
Russel Radach	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
Steven Hull	P.O. Box 434 Jane Lew, WV 26378	September 14, 2018	Permanent	All Commodities and Services
VMK/JMK Investment Holding LLC	400 Willow Glen Drive El Paso, TX 79922	June 10, 2022	Permanent	All Commodities and Services
Wallpapers In Stock, Inc.	1600 Kanawha Boulevard, West Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services

COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: _____ Date: _____ Solicitation No. _____	Agency: General Services Division Procurement Officer Submitting Requisition: Jamie Jones Requisition No. _____ PF No.: 1773720
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: _____