



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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List View

- General Information**
- Contact
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|   |  |
|---|--|
| Procurement Folder: 1208719                   | SO Doc Code: CRFQ  |
| Procurement Type: Central Purchase Order      | SO Dept: 0603  |
| Vendor ID: 000000201803                       | SO Doc ID: ADJ2300000028   |
| Legal Name: PENNINGTON PLUMBING & HEATING INC | Published Date: 5/22/23  |
| Alias/DBA:                                    | Close Date: 5/25/23  |
| Total Bid: \$1,089,000.00                     | Close Time: 13:30  |
| Response Date: 05/25/2023                     | Status: Closed   |
| Response Time: 9:51                           | Solicitation Description: Construction Glen Jean Armed Forces Reserve Ctr-HVAC Replace |
| Responded By User ID: EMHVP14                 | Total of Header Attachments: 2   |
| First Name: Eric                              | Total of All Attachments: 2  |
| Last Name: Mahaffey                           |  |
| Email: ericm@pphwv.com                        |  |
| Phone: 304-252-7529                           |  |



| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----|------------|------------|-----------------------------|
| 1    | Glen Jean Armed Forces Reserve Center -<br>HVAC Replacement |     |            |            | 1089000.00                  |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

Labor, materials and all associated costs to remove and dispose of old HVAC units and install new HVAC system and controls at the Glen Jean Armory, per the attached specifications.



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote

**Proc Folder:** 1208719  
**Doc Description:** Construction Glen Jean Armed Forces Reserve Ctr-HVAC Replace

**Reason for Modification:**

**Proc Type:** Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2023-05-03  | 2023-05-18 13:30    | CRFQ 0603 ADJ2300000028 | 1       |

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** *Pennington Plumbing + Heating Inc.*  
**Address:** *294 George St.*

**Street:**

**City:** *Beckley*

**State:** *WV*

**Country:** *Raleigh*

**Zip:** *25801*

**Principal Contact:** *Erin Mahaffey*

**Vendor Contact Phone:** *304-252-7529*

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X**

*Erin Mahaffey*

**FEIN#**

*55-0497520*

**DATE**

*5-25-23*

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

**ADDITIONAL INFORMATION**

Construction

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete, the removal and proper disposal of the existing HVAC equipment and install new HVAC equipment and controls at the Glen Jean Armory in Glen Jean, WV, per the attached specifications.

| INVOICE TO                                      |    | SHIP TO  |    |
|---|----|--|----|
| ADJUTANT GENERALS<br>OFFICE<br>1707 COONSKIN DR |    | GLEN JEAN ARMED FORCES<br>RESERVE CENTER<br>409 WOOD MOUNTAIN DR |    |
| CHARLESTON                                      | WV | GLEN JEAN  | WV |
| US  |    | US   |    |

| Line | Comm Ln Desc  | Qty | Unit Issue | Unit Price | Total Price    |
|------|---|-----|------------|------------|----------------|
| 1    | Glen Jean Armed Forces Reserve Center -<br>HVAC Replacement |     |            |            | \$1,089,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000  |              |               |         |

**Extended Description:**

Labor, materials and all associated costs to remove and dispose of old HVAC units and install new HVAC system and controls at the Glen Jean Armory, per the attached specifications.

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                                 | <u>Event Date</u> |
|-------------|--|-------------------|
| 1           | Mandatory Pre-bid Meeting at 10:00 am., est. | 2023-05-10        |
| 2           | Vendor Technical Questions Due By Noon est.  | 2023-05-15        |

|               | Document Phase | Document Description   | Page |
|---------------|----------------|--|------|
| ADJ2300000028 | Draft          | Construction Glen Jean Armed Forces Reserve Ctr-HVAC Replace | 3    |

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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**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.

(Printed Name and Title) Eric Mahaffey President

(Address) 294 George St., Beckley WV 25801

(Phone Number) / (Fax Number) 304-252-7529

(Email address) ericm@pphwr.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pennington Plumbing & Heating  
(Company)

Eric Mahaffey  
(Signature of Authorized Representative)

Eric Mahaffey President  
(Printed Name and Title of Authorized Representative) (Date)

304-252-7529  
(Phone Number) (Fax Number)

ericm@pphwr.com  
(Email Address)

REQUEST FOR QUOTATION  
Glen Jean AFRC- HVAC Replacement – Glen Jean, WV  
CRFQ ADJ2300000028

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Army National Guard, Construction & Facilities Management Office, to establish a contract for the following:

**PROVIDE ALL LABOR, MATERIAL, TOOLS, SUPPLIES AND EQUIPMENT TO REPLACE HVAC SYSTEMS AND CONTROLS AT THE GLEN JEAN ARMED FORCES RESERVE CENTER, LOCATED IN GLEN JEAN, WV.** Contractor shall coordinate work through the Agency Project Manager.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

**Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are of equivalent materials and construction, are equally adaptable to the conditions, as approved by the agency.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions and in the Project Plans as defined below.

**2.1 “Construction Services”** means to provide turn-key installation, including all labor, materials, tools, supplies and equipment, to replace the HVAC systems and controls at the Glen Jean Armed Forces Reserve Center at 409 Wood Mountain Road, Glen Jean, WV, as more fully described in the Project Plans.

**2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B-C, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B-C, Vendors can obtain copies in accordance with Section 9 of these Specifications.

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3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
  
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects and have at least five (5) years of experience in installing the specified roofing system and that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
  
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications.
  
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. **This project contains no alternates.**
  
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
  
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
  
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.
  - No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit(s) B-C or any subsequent addenda modifying Exhibit(s) B-C.

**10. CONDITIONS OF THE WORK**

Revised 06/08/18

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**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday from 7:30am to 4:00pm, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Contractor is responsible for removing all construction debris daily.

**10.4.1.2.** Contractor is responsible for removing and disposing of any demolished material; off site and at the contractor's expense.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**10.5. Payment:**

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**10.5.1.** Agency shall pay flat fee as shown on the Bid Form, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Invoices shall be submitted for payment (in arrears) and must include the following information, at a minimum: Invoice date, FEIN number, complete address of vendor and Contract number.

Invoices shall be mailed to the following address:

**WV Army National Guard**  
**Construction & Facilities Management Office**  
**1707 Coonskin Drive**  
**Charleston, WV 25311**  
**Attn: Accounts Payable**

**10.6 Escalation Clause:** In the event of a significant price increase of material or rental equipment planned for use on a public improvement project, that occurs during the time between bid submission and contract award, and that is not the fault of the Vendor, the contract sum, or contract requirements, may be equitably adjusted by change order in accordance with the procedures specified in the relevant procurement law or contract documents. A change in price is considered significant if the price of the material or rental equipment increases by 20% or more between the date of bid submission and the date of the contract award. The total amount of all change orders issued to account for price increases under this Escalation Clause may not exceed 10% of the total contract price. Any request for a price increase under this clause must be supported by: price quotes included in the Vendor's bid of materials or rental equipment for which a change is being sought; invoices showing amounts actually paid for the materials or rental equipment, and any other evidence that supports the increase request. The quotes included in the bid must be the quotes the Vendor relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

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

Contract Manager: Allen Jones

Telephone Number: 304-252-7529

Fax Number: 304-253-1123

Email Address: ~~allen~~ allenj@pphww.com

- a. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

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**EXHIBIT A – Pricing Page**



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**EXHIBIT B – PROJECT PLANS**

**13. GENERAL REQUIREMENTS:**

**13.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

**13.1.1** All work to be performed according to specifications provided in the following attachments.

**13.1.1.1 Exhibit A Pricing Page**

**13.1.1.2 Exhibit C Construction Scope of Work**

**13.1.1.3 Attachment 1 – Structural Analysis Report**

**14. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency.

**15. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the Vendor's bid, but such costs will not be paid by the Agency separately.

**16. PROJECT SPECIFIC CONDITIONS OF THE WORK**

**16.1 Limits of Work**

**16.1.1** Work areas will be limited to those spaces required for access to the job-sites.

**16.1.2** Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Vendor shall take full responsibility for the storage of any supplies or equipment on the job-site, whether inside or outside. Agency cannot guarantee availability of its employees during off-hours (evenings, holidays, weekends, etc) to provide access to any supplies and equipment stored inside.

**16.1.3** Agency facilities shall remain in use during this contract. Contractor shall work with the Trades Specialist to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access. Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Trades Specialist to avoid overloading existing circuits.



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**16.2 Contractor Visitor Badges**

Contractor shall provide a list of all personnel working on this project within the facility. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the facility. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the WV Army National Guard and approval given.

**16.3 Work Restrictions**

Access to the buildings shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall close doors when not in use.

These are non-smoking buildings. Smoking is not permitted within the buildings or near entrances, operable windows or outdoor air intakes.

Vendor MAY NOT block access to any fire hydrant located at job-site.

Vendor MAY NOT block access to parking lot entrances and exits without prior approval of the Agency.

**16.4 Parking**

Some parking is available on the project sites. Parking in non-designated areas is not permitted. Parking is the responsibility of the contractor. With prior approval, contractor's vehicles may be brought on-site for loading & unloading or to provide equipment necessary for conducting the work.

Use of loading dock areas or sidewalk areas for parking is strictly prohibited.

**16.5 Codes**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME, and related standards.

**16.6 Safety**

All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by WV Army National Guard Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies.

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**16.7 Hot Work Permit**

Contractor shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Owner will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

**16.8 Workmanship**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

## "Exhibit A" - Pricing Page

ALL LABOR, MATERIALS, EQUIPMENT, TOOLS AND SUPPLIES NECESSARY TO REPLACE HVAC SYSTEMS AND CONTROLS AT THE GLEN JEAN (AFRC) ARMED FORCES RESERVE CENTER  
409 WOOD MOUNTAIN ROAD, GLEN JEAN, WEST VIRGINIA 25846

### BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: Pennington Plumbing & Heating  
VENDOR ADDRESS: 294 George St.  
Beckley WV 25801  
TELEPHONE: 304 252-7529  
FAX NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: ericm@pphv.com

**CONTRACT TOTAL BID AMOUNT-COST: Provide and install new HVAC systems and controls per the attached specifications at the Glen Jean Armed Forces Reserve Center:**

One Million Eighty Nine Thousand Dollars  
(\$ 1,089,000.00 ) \*\*\* (Contract bid to be written in words and numbers.)

SIGNATURE: Eric Mahaffey DATE: 5-25-23  
NAME: Eric Mahaffey  
(Please Print)  
TITLE: President

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ2300000028**

**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)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Pennington Plumbing & Heating  
Company

Eun Myung  
Authorized Signature

5-25-23  
Date

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



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pennington Plumbing & Heating Inc.

Authorized Signature: *Evan Murphy* Date: 5-25-23

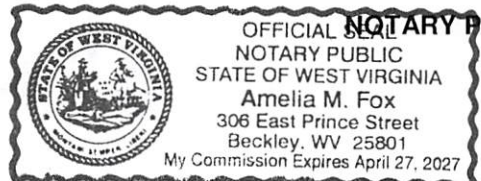
State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 25<sup>th</sup> day of May, 2023.

My Commission expires April 27, 2027.

**AFFIX SEAL HERE**



*Amelia M. Fox*



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

**STATE OF WEST VIRGINIA,**  
**COUNTY OF** Raleigh **, TO-WIT:**

I, Eric Mahaffey, after being first duly sworn, depose and state as follows:

- I am an employee of Pennington Plumbing & Heating; and,  
(Company Name)
- I do hereby attest that Pennington Plumbing & Heating  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Eric Mahaffey

Signature: *Eric Mahaffey*

Title: President

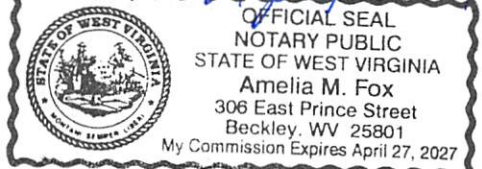
Company Name: Pennington Plumbing & Heating Inc.

Date: 5-23-2023

Taken, subscribed and sworn to before me this 25<sup>th</sup> day of May, 2023.

By Commission expires April 27, 2027

(Seal)



*Eric Mahaffey*  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pennington Plumbing & Heating, Inc.  
of 294 George Street, Beckley, WV 25801, as Principal, and Western Surety Company  
of 151 N. Franklin Street, Chicago, IL 60606, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, IL, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent Of Bid ----- (\$ 5% Of Bid -----) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for State of West Virginia - West Virginia Army National Guard  
Required P. O. # CRFQ 0603 ADJ2300000028  
Glen Jean Armed Forces Reserve Center, 409 Wood Mountain Drive, Glen Jean, WV - HVAC Renovations

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

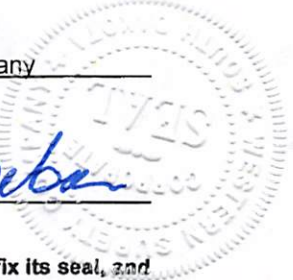
WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 25th day of May, 20 23.

Principal Seal

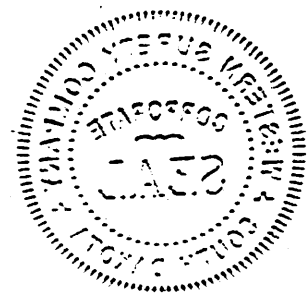
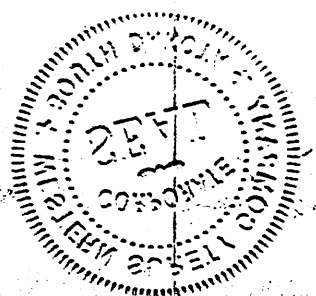
Pennington Plumbing & Heating, Inc.  
(Name of Principal)  
By Eric Mahaffey  
(Must be President, Vice President, or Duly Authorized Agent)  
President  
(Title)

Surety Seal

Western Surety Company  
(Name of Surety)  
Jill Morris Gibson  
Jill Morris Gibson, Attorney-in-Fact



**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nancy D Lawson, Joseph A Stanton, Jill Morris Gibson, Bradley A Meredith, Ryan Wingrove, Adam L Yeager, Individually**

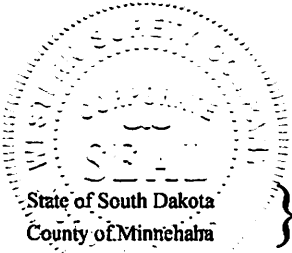
of Huntington, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



SS



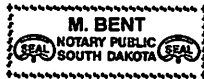
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

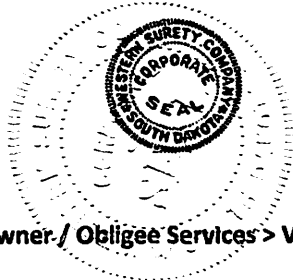
March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

