



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
 Construction

Proc Folder: 1209121			Reason for Modification: Addendum No. 5
Doc Description: (Construction) Huntington Tri-State Armory- HVAC Renovation			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-05-15	2023-05-23 13:30	CRFQ 0603 ADJ2300000022	6

BID RECEIVING LOCATION

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

05/23/23 13:06:57
 WV Purchasing Division

VENDOR

Vendor Customer Code: 000000174873
Vendor Name : Dougherty Company, Inc.
Address : P.O. Box 1828
Street : 600 - 50th Street, SE
City : Charleston
State : WV **Country :** USA **Zip :** 25327
Principal Contact : Brian W. Smith
Vendor Contact Phone: (304)925-6664 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 32-0007333 **DATE** 5/23/2023

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

ADDITIONAL INFORMATION

Addendum No. 5

- 1) Provide responses to vendor questions inadvertently omitted from the previous addendum. See attachment.
- 2) To extend the Bid Opening date from 05/18/2023 to 05/23/2023.
The bid opening time remains at 1:30 pm., est.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD	
CHARLESTON US	WV	KENOVA US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID Huntington Tri-State Armory-HVAC Renovations				\$6,900,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Commodity Lines 2 through 4 have been placed on INACTIVE STATUS.

ONLY COMMODITY LINE 1 SHOULD REQUIRE UNIT PRICE AND DELIVERY DAYS ENTRIES IN WVOASIS. VENDORS SHOULD BE ABLE TO ENTER \$0.00 OR THE GRAND TOTAL FROM THE Exhibit "A" PRICING PAGES FOR THE UNIT PRICE AND ENTER THE DELIVERY DAYS.

PRICING WILL ONLY BE DETERMINED BY ATTACHMENT Exhibit "A" Bid Form AND NOT THE COMMODITY LINES SINCE THEY HAVE BEEN PLACED ON INACTIVE STATUS.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD	
CHARLESTON US	WV	KENOVA US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Acoustical Ceiling Tile				\$620,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Contract Item#2- Alternate #1- Replace Acoustical Ceiling Tile per the contract documents.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD	
CHARLESTON US	WV	KENOVA US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate #2- Replace Existing Lighting Fixtures				\$520,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Contract Item#3- Alternate # 2- Replace Existing Lighting Fixtures per the construction documents.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD	
CHARLESTON US	WV	KENOVA US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Alternate #3- Demo & Remove Abandoned Ductwork				\$ 872,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

Contract Item #4- Alternate # 3- Demo and Remove Abandoned Ductwork, Equipment and Piping per the construction documents.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting at 10:00 am., est.	2023-04-12
2	Vendor Technical Questions Due By Noon est.	2023-05-01

	Document Phase	Document Description	Page 4
ADJ2300000022	Final	(Construction) Huntington Tri-State Armory- HVAC Renovation	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SECTION 00 41 00
EXHIBIT "A" - BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

1.02 FOR:

- A. Project: WWANG - Huntington Armory HVAC Renovation
Kenova Armory
2194 Booth Road
Kenova, West Virginia 25530

1.03 DATE: 5/23/2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Dougherty Company, Inc.
1. Address P.O. Box 1828
2. City, State, Zip Charleston, WV 25327

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: SIX MILLION NINE HUNDRED THOUSAND dollars
(\$ 6,900,000.00), in lawful money of the United States of America.
- C. Alternate No. 1 Replace Acoustical Ceiling
Tile: ADD SIX HUNDRED TWENTY THOUSAND dollars
(\$ 620,000.00), in lawful money of the United States of America.
- D. Alternate No. 2 Replace Existing Lighting Fixtures: ADD
FIVE HUNDRED TWENTY THOUSAND dollars
(\$ 520,000.00), in lawful money of the United States of America.
- E. Alternate No. 3 Demo and Remove Abandoned Ductwork, Equipment, and Piping: ADD EIGHT HUNDRED SEVENTY-TWO THOUSAND dollars
(\$ 872,000.00), in lawful money of the United States of America.
- F. The following Unit Prices are in addition to work included in the Base Bid and Alternates.
- G. Unit Price No.1 - Supply and intall one (1) linear foot of 0.25" VRF refrigerant pipe with insulating: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- H. Unit Price No.2 - Supply and intall one (1) linear foot of 0.375" VRF refrigerant pipe with insulating: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- I. Unit Price No.3 - Supply and intall one (1) linear foot of 0.50" VRF refrigerant pipe with insulating: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- J. Unit Price No.4 - Supply and intall one (1) linear foot of 0.75" VRF refrigerant pipe with insulating: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.

- K. Unit Price No.5 - Supply and intall one (1) linear foot of 1.125" VRF refrigerant pipe with insulating: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- L. Unit Price No. 6 - Test and Balance the entire HVAC system: ADD THIRTEEN THOUSAND FIVE HUNDRED dollars
(\$ 13,500.00), in lawful money of the United States of America.
- M. Unit Price No. 7 - Supply and install one (1) DOAZ unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- N. Unit Price No. 8 - Supply and install one (1) MAU unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- O. Unit Price No. 9 - Supply and install one (1) 0.5 ton VRF unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- P. Unit Price No. 10 - Supply and install one (1) 0.75 ton VRF unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- Q. Unit Price No. 11 - Supply and install one (1) 1 ton VRF unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- R. Unit Price No. 12 - Supply and install one (1) 1.5 ton VRF unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- S. Unit Price No. 13 - Supply and install one (1) 2 ton VRF unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- T. Unit Price No. 14 - Supply and install controls for the entire HVAC system: ADD THREE HUNDRED THOUSAND dollars
(\$ 300,000.00), in lawful money of the United States of America.
- U. Unit Price No. 15 - Supply and install one (1) square foot of paint: ADD SIX dollars
(\$ 6.00), in lawful money of the United States of America.
- V. Unit Price No. 16 - Supply and install one (1) square foot of vinyl composition tile VCT: ADD EIGHT dollars
(\$ 8.00), in lawful money of the United States of America.
- W. Unit Price No. 17 - Supply and install one (1) square foot of roof membrane: ADD TWENTY-FIVE dollars
(\$ 25.00), in lawful money of the United States of America.
- X. Unit Price No. 18 - Supply and install one (1) square foot of carpet tile: ADD THIRTEEN dollars
(\$ 13.00), in lawful money of the United States of America.
- Y. Unit Price No. 19 - Supply and install one (1) linear foot of wall base: ADD TWENTY dollars
(\$ 20.00), in lawful money of the United States of America.
- Z. Unit Price No. 20 - Supply and install one (1) RTU unit - complete: ADD NO-BID dollars
(\$ NO-BID), in lawful money of the United States of America.
- AA. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

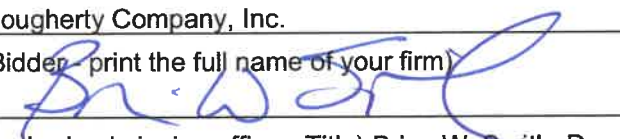
1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 4/12/2023
 - 2. Addendum # 2 Dated 5/05/2023
 - 3. Addendum # 3 Dated 5/05/2023
 - 4. Addendum # 4 Dated 5/12/2023
 - 5. Addendum # 5 Dated 5/15/2023

1.08 BID FORM SIGNATURE(S)

- A. Dougherty Company, Inc. _____
- B. (Bidder - print the full name of your firm) _____
- C.  _____
- D. (Authorized signing officer, Title) Brian W. Smith, President

1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dougherty Company, Inc.
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
(Construction) Huntington Tri-State Armory- HVAC Renovation - CRFQ-0603-ADJ2300000022 - According to Plans
and Specifications

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.

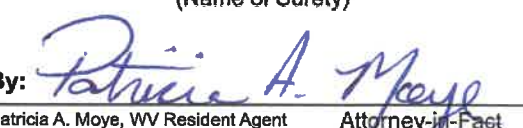
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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 9th day of May, 2023.

Principal Seal

Dougherty Company, Inc.
(Name of Principal)
By: 
(Must be President, Vice President, or
Duly Authorized Agent)
Brian W. Smith President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: 
Patricia A. Moye, WV Resident Agent 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.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,
JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of OCTOBER A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 03rd day of OCTOBER A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **9th** day of **May** A.D., **2023**



Frank A. Carrino, Secretary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ADJ230000022

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" 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.

Dougherty Company, Inc
Company


Authorized Signature

May 23, 2023

Date

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

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) Brian W. Smith, President

(Address) 600 - 50th Street, SE, Charleston, WV 25304

(Phone Number) / (Fax Number) (304)925-6664 / (304)925-4280

(Email address) briansmith@doughertyco.com

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

Dougherty Company, Inc.
(Company)

(Signature of Authorized Representative)

Brian W. Smith, President May 23, 2023

(Printed Name and Title of Authorized Representative) (Date)

(304)925-6664 / (304)925-4280

(Phone Number) (Fax Number)

briansmith@doughertyco.com

(Email Address)

**REQUEST FOR QUOTATION – CRFQ ADJ23*22
Huntington Tri-State Armory HVAC Renovation**

14. 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:

- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4. Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.
- 14.5. Vendor shall inform all staff of Agency’s security protocol and procedures.

15. MISCELLANEOUS:

15.1. 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: Brian W. Smith

Telephone Number: (304)925-6664

Fax Number: (304)925-4280

Email Address: briansmith@doughertyco.com

15.2. Owner’s Representative: Owner’s representative for notice purposes is

Name: Jim Skaggs

Telephone Number: 304-561-6550

Email Address: robert.a.skaggsii.nfg@army.mil



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

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

1. I am an employee of Dougherty Company, Inc.; and,
(Company Name)
2. I do hereby attest that Dougherty Company, Inc.
(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: Brian W. Smith
 Signature: *Brian W. Smith*
 Title: President
 Company Name: Dougherty Company, Inc.
 Date: May 23, 2023

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 23rd day of May, 2023.

By Commission expires June 15, 2025

(Seal)

Mary Ruth Bowe
 (Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dougherty Company, Inc.

Authorized Signature: *[Signature]* Date: May 23, 2023

State of West Virginia

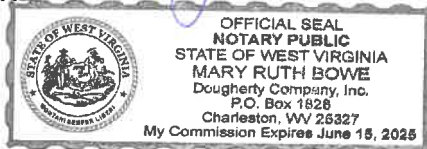
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of May, 2023.

My Commission expires June 15, 2025.

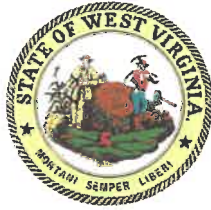
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NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Dougherty Company, Inc. Address: P.O. Box 1828
Charleston, WV 25327

Name of Authorized Agent: Brian W. Smith Address: 600 - 50th Street SE

Contract Number: CRFQ 0603 ADJ2300000022 Contract Description: Huntington Tri-State Armory
HVAC Renovation

Governmental agency awarding contract: Adjutant Generals Office

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: May 23, 2023

Notary Verification

State of West Virginia, County of Kanawha:

I, Brian W. Smith, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 23rd day of May, 2023.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____





CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV034016

CLASSIFICATION:

HEATING, VENTILATING & COOLING
PIPING
PLUMBING
DEMOLITION

DOUGHERTY COMPANY INC
DBA DOUGHERTY COMPANY INC
PO BOX 1828
CHARLESTON, WV 25327

DATE ISSUED

EXPIRATION DATE

JUNE 03, 2022

JUNE 03, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services Division
P.O. Box 885
Charleston, WV 25323-0885



Matthew R. Irby, State Tax Commissioner

DOUGHERTY COMPANY INC
PO BOX 1828
CHARLESTON WV 25327-1828

Letter Id: L0238962464
Issued: 04/14/2023

00031401010000



West Virginia State Tax Department

Statement of Good Standing

EFFECTIVE DATE: April 14, 2023

A review of tax accounts indicates that DOUGHERTY COMPANY INC is in good standing as of the effective date of this document. Please note, this Statement of Good Standing expires on **July 13, 2023**.

The issuance of this Statement of Good Standing shall not bar any audits, investigations, assessments, refund or credits with respect to the taxpayer named above and is based only on a review of the tax returns and not on a physical audit of records.

Sincerely,

Nicole Grant, Tax Unit Supervisor
Taxpayer Services Division