

## State of West Virginia Centralized Request for Quote Construction

Proc Folder: 1795974 Reason for Modification: Doc Description: Remodel of WB-1& WB-2 (W. Wing) Bldg.1 Addendum No. 3 Proc Type: Central Purchase Order Date Issued **Solicitation Closes Solicitation No** Version 2025-12-02 2025-12-16 13:30 CRFQ 0211 GSD2600000010

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

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

2025 DEC 16 PM 1: 02

Principal Contact: Brian W. Smith

Vendor Contact Phone: (304)925-6664

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov

Vendor

Signature X

FEIN# 32-0007333

**DATE 12/16/2025** 

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

Date Printed: Dec 2, 2025

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

## ADDITIONAL INFORMATION

Addendum No. 3 -

- 1. To publish reponses to Vendor Technical Questions, per Attachment A.
- 2. To publish corrected Exhibit A Pricing Page, per Attachment A.
- 3, The bid opening date and time remains on 12/16/2025 at 1:30 pm EST.

No other changes.

INVOICE TO		SHIP TO	SHIP TO		
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION			
112 CALIFORNIA AVENU	JE	GENERAL SERVICES DIVISION BLDG 1			
BLDG 4, 6TH FLOOR		1900 KANAWHA BLVD E			
CHARLESTON WV		CHARLESTON WV			
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Remodel of WB-1& WB-2 (W. Wing) Bldg.1			#	820,000.00

Comm Code	Manufacturer	Specification	Model #	
72121103				

## **Extended Description:**

Per attached Project Plans, see Exhibit A Pricing Page, Base Bid

## SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Mandatory prebid at 10:00 am	2025-11-18
2	Technical guestions due by 12:00 pm	2025-11-24

## SOLICITATION NUMBER: CRFQ GSD2600000010 Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

[	]	Modify bid opening date and time
[	]	Modify specifications of product or service being sought
[	<b>/</b> ]	Attachment of vendor questions and responses
Į.	l	Attachment of pre-bid sign-in sheet
[v	1	Correction of error

## **Description of Modification to Solicitation:**

[ | Other

Applicable Addendum Category:

Addendum is issued to publish and distribute the following information to the Vendor community.

- 1. To publish reponses to Vendor Technical Questions, per Attachment A.
- 2. To publish corrected Exhibit A Pricing Page, per Attachment A.
- 3, The bid opening date and time remains on 12/16/2025 at 1:30 pm EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ GSD2600000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)
✓ Addendum No. 1
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.
Company Authorized Signature
December 16, 2025 Date

NOTE: This addendum acknowledgement 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	
Brian VV. Smith, President	
(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 GSD26\*10 - Remodel of WB-I and WB-2 in the West Wing Building 1 State Capitol Complex

## 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: Brian W. Smith, President	
Telephone Number: <u>(304)925-6664</u>	
Fax Number: (304)925-4280	
Email Address: briansmith@doughertyco.com	

## REQUEST FOR QUOTATION Remodel of WB-I and WB-2 in the West Wing of Building 1

EXHIBIT A - Pricing Page - Amended by Addendum No. 3
Name of Bidder:
Dougherty Company, Inc.
The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies for Remodel of WB-I and WB-2 in the West Wing of Building 1 in accordance with the Bidding Documents within the time set forth for the sum of:
Commodity Line 1 - Base Bid (Which shall include all Unit Price Items from the attached pricing page.)
\$ 820,000 (A)
EIGHT HUNDRED TWENTY THOUSAND DOLLARS
(Show amount in both words and numbers)
Dougherty Co., Inc.  Brian W. Smith, President  Vendor Name  Authorized Signature
December 16, 2025 Date

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersign	ed, Dougherty Company, Inc.
of, WV	as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation	on organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center	er, 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
WV Building 1 Remodel of WB-1 and WB-2 West Wing, CRFQ 02	11 GSD2600000010 - According to Plans &
Specifications	
NOW THEREFORE,	
(a) If said bid shall be rejected, or	
(b) If said bid shall be accepted and the Principal shall en attached hereto and shall furnish any other bonds and insurance required to	ter into a contract in accordance with the bid or proposal
the agreement created by the acceptance of said bid, then this obligation sh	hall 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 the	nat 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 C	bligee may accept such bid, and said Surety does hereby
waive notice of any such extension.	
WITNESS, the following signatures and seals of Principal and Sur	ety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 16th	
Principal Seal	Dougherty Company, Inc.
·	(Name of Principal)
	By
	(Must be President, Vice President, or
	Duly Authorized Agent)
	Brian W. Smith President
	(Title)
Street, Carl	Ohio Farmers Insurance Company
Surety Seal	(Name of Surety)
	By: tatree & flour
	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.

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. - - -

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

be and is hereby vested with full power and authority to appoint any one of 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)

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 MSURANC Seals Affixed

State of Ohio County of Medina

ALIONAL W James Harrison Harrison

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

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 by 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

State of Ohio County of Medina

SS.:



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

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

December A.D., 2025







Frank A. Carrino, Secretary



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

I,	Brian W. Smith	_, after being first	duly sworn	, depose and state as follows:
1.	I am an employee of	Dougherty C	Company, Incompany Name)	c; and,
2.	I do hereby attest that _		company, Incompany Name)	
	maintains a written plan policy are in compliance			licy and that such plan and
The a	bove statements are swo	rn to under the pe	enalty of per	jury.
		Printed Name:		Brian W. Smith
		Signature:	5	WSit
		Title:		President
		Company Name	:Do	ugherty Company, Inc.
		Date:		December 16, 2025
STATE	OF WEST VIRGINIA,			
COUN.	TY OFKanaw	na	, TO-WIT:	
Taken	, subscribed and sworn to	before me this _	l6th_day of	<u>December</u> , <u>2025</u> .
By Cor (Seal)	OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIR MARY RUTH BOX Dougherty Company, PO Box 1828, Charleston 1	GINIA VE	(Notary Pu	ay Lund Ju
	My Commission Expires Jur	e 15, 2030		

## State of West Virginia Purchasing Division

## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:
Contract Number:CRFQ_0211 GSD2500000026
Contract Purpose: Remodel of WB-1 and WB-2 Building 1 West Wing
Agency Requesting Work: Department of Administration-Purchasing Division
Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.  Information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;  Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
☐ Average number of employees in connection with the construction on the public improvement;
Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.
Vendor Contact Information:
Vendor Name: Dougherty Company, Inc. Vendor Telephone: (304)925-6664
Vendor Address: P.O. Box 1828   Charleston, WV 25327 Vendor Fax: (304)925-4280   Vendor E-Mail: briansmith@doughertyco.com

#### STATE OF WEST VIRGINIA

## **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 §15A-3-14, 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 exceed 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:

WITNESS THE FOLLOWING SIGNATURE.
Vendor's Name: Dougherty Company, Inc.
Authorized Signature: Date: December 16, 2025
State of West Virginia
County of Kanawha, to-wit:
Taken, subscribed, and sworn to before me this 16th day of
My Commission expires
AFFIX SEAL HERE  OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA STATE OF WEST VIRGINIA MARY RUTH BOWE  Purchasing Affidavir Revised 03/09/2019)

## **CONTRACTOR LICENSE**



CONTRACTOR LICENSING NUMBER: WV034016

## CLASSIFICATION:

HVAC PIPING PLUMBING SPECIALTY DEMOLITION

> DOUGHERTY COMPANY INC PO BOX 1828 CHARLESTON, WV 25327

DATE ISSUED

EXPIRATION DATE

JUNE 3, 2025

HINE 3 2026

Authorized Signature

Chair, West Virginia Contractor Licensing Board



WEST VIRGINIA

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.



Taxpayer Services Division P.O. Box 3784 Charleston, WV 25337-3784





Matthew R. Irby, Tax Commissioner

Letter ID: Issued:

L0195650976 11/06/2025

DOUGHERTY COMPANY INC PO BOX 1828 CHARLESTON WV 25327-1828

## West Virginia Tax Division

Letter of Good Standing

**EFFECTIVE DATE: 11/06/2025** 

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 Letter of Good Standing expires on February 4, 2026.

The issuance of this Letter 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

Jicole Grant

Taxpayer Services Division