

**REQUEST FOR QUOTATION  
 WEST VIRGINIA DIVISION OF NATURAL RESOURCES - PARKS & RECREATION  
 BLUESTONE STATE PARK - HVAC IN TWENTY-FIVE (25) CABINS**

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**Pricing Page  
 Exhibit A**

Name of Vendor:

PENNINGTON EQUIPMENT SALES CO INC.

Address of Vendor:

208 N. FIRST ST  
 PRINCETON WV 24740

Phone Number of Vendor:

304 425 0031

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$119,780<sup>00</sup>  
 ONE hundred nineteen thousand seven hundred and eighty dollars

**Total Base Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

[Empty box for writing in words]

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**BLUESTONE STATE PARK – HVAC IN TWENTY-FIVE (25) CABINS**

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Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Roby Pennington

Telephone Number: 304 425 0031

Fax Number: 304 425 0031

Email Address: pennington equipment @ aol.com

PENNINGTON EQUIPMENT SALES INC.  
208 NORTH FIRST ST.  
PRINCETON WV 24740  
304-425-0031

JANUARY 23, 2019

WV DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE

SOLICITATION #ARFQ 0310 DNR1900000085

EQUIPMENT PROPOSED FOR BLUESTONE STATE PARK CABIN HVAC PROJECT

5—1 BEDROOM CABINS

MODEL YCD18B21S 1.5-TON RES SPLT AC 13S WITH CONDENSING UNIT  
MODEL YG7J136E175B1605AP EVAPORATOR COIL

14—2 BEDROOM CABINS

MODEL YCD24B21S 2-TON RES SPLT AC 13S WITH CONDENSING UNIT  
MODEL YG7J136E175B1605AP EVAPORATOR COIL

6—3 BEDROOM CABINS

MODEL YCD36B21S 3-TON RES SPLT AC 13S WITH CONDENSING UNIT  
MODEL YG34136E210B2005AP EVAPORATOR COIL

NEW HEAT/COOL THERMOSTATS

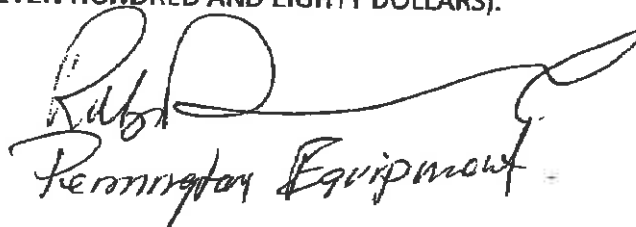
COPPER LINE SETS

ALL ASSOCIATED ELECTRICAL

CONDENSATE DRAINS

FIVE YEAR PARTS AND LABOR WARRANTY ON NEW EQUIPMENT

PENNINGTON EQUIPMENT WILL PROVIDE AND INSTALL NEW OUTDOOR CONDENSING UNITS WITH MATCHING EVAPORATOR COILS ON THE EXISTING OIL FURNACES ROUTING THE LINE SETS, ELECTRICAL AND DRAIN LINES AS REQUESTED. START UP AND CHECK OUT. EQUIPMENT CARRIES FIVE YEAR PARTS & LABOR WARRANTY. TOTAL COST AS DESCRIBED IS \$119,780.00 (ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED AND EIGHTY DOLLARS).



Robert Pennington  
Pennington Equipment

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: Pennington Equipment Sales Co

Authorized Signature: [Signature] Date: 1/23/19

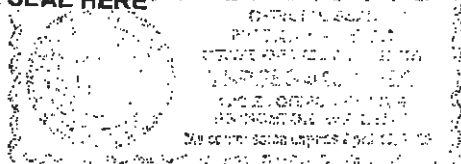
State of WV

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 23 day of January, 2019

My Commission expires April 16 2020

**AFFIX SEAL HERE**



NOTARY PUBLIC Theresa Capen

**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.

*[Signature]*  
(Name, Title)

Roby Pennington Pres.  
(Printed Name and Title)

208 N. FIRST ST Princeton WV 24740  
(Address)

304 425 0031 fax 304 425 0031  
(Phone Number) / (Fax Number)

penningtonequipment@aol.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Pennington Equipment Sales Co. Inc.  
(Company)

*[Signature]* Pres.  
(Authorized Signature) (Representative Name, Title)

Roby Pennington Pres.  
(Printed Name and Title of Authorized Representative)

1/23/19  
(Date)

304 425 0031 fax 304 425 0031  
(Phone Number) (Fax Number)



# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Pennington Equipment Sales, Inc.  
208 N First St.  
Princeton, WV 24740

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

WV Division of Natural Resources Property & Procurement  
324 4th Ave.  
Charleston, WV 25303

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:**

**5% of bid**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT** (Name, location or address, and Project number, if any):

**Installing HVAC in 25 Cabins**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24 day of January, 2019

Barbara Love  
(Witness)

Pennington Equipment Sales, Inc.

[Signature] (Principal) [Signature] (Seal)  
(Title)

Sherry Ditz  
(Witness)

**THE CINCINNATI INSURANCE COMPANY**

[Signature] (Surety) [Signature] (Seal)  
(Title)

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV005150

**Classification:**

- ELECTRICAL
- GENERAL BUILDING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL
- SPECIALTY

PENNINGTON EQUIPMENT SALES INC  
 DBA PENNINGTON EQUIPMENT SALES INC  
 208 N 1ST ST  
 PRINCETON, WV 24740-3354

**Date Issued**

**Expiration Date**

SEPTEMBER 17, 2018

SEPTEMBER 17, 2019

  
 \_\_\_\_\_  
 Authorized Company Signature

  
 \_\_\_\_\_  
 Chair, West Virginia Contractor  
 Licensing Board

**WEST VIRGINIA  
 CONTRACTOR  
 LICENSING  
 BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



WV-73  
Approved / July 7, 2017



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

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

I, ROBY Pennington II, after being first duly sworn, depose and state as follows:

1. I am an employee of Pennington Equipment; and,  
(Company Name)
2. I do hereby attest that PENNINGTON EQUIPMENT  
(Company Name)

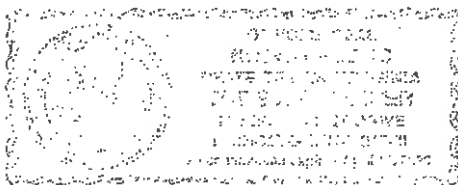
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: Roby Lee Pennington II  
 Signature: Roby Pennington II  
 Title: \_\_\_\_\_  
 Company Name: Pennington Equipment  
 Date: 1/23/19

Taken, subscribed and sworn to before me this 23 day of January 2019.  
By Commission expires April 16 2020

(Seal)



Theresa Carpa  
(Notary Public)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR19\*85

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 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 Equipment Sales Co. Inc.  
Company

[Signature]  
Authorized Signature

1/23/19  
Date

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