

RAA Contracting
2682 Campground Rd
Tunnelton, WV 26444
(304) 698-6660 | robbyayersman85@gmail.com

fax

TO: Philip Farley FROM: RAA Contracting
FAX: 304-957-7622 PAGES: 11
PHONE: N/A DATE: 2-8-24
RE: Commercial Washer Extractors CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments: ARFQ 0608 DCR2400000074



State of West Virginia
Agency Request for Quote

Proc Folder: 1356692			Reason for Modification:
Doc Description: Commerical Washer Extractors Project			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-19	2024-02-09 10:30	ARFQ 0608 DCR2400000074	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code: VS0000018890
Vendor Name : RAA Contracting
Address : 2682
Street : Campground Road
City : Tunnelton
State : West Virginia Country : U.S Zip : 26444
Principal Contact : Robert Ayersman III
Vendor Contact Phone: 304 698-6660 Extension:

FOR INFORMATION CONTACT THE BUYER
Philip K Farley
(304) 549-1050
philip.k.farley@wv.gov

Vendor Signature X *Robert A. Ayersman III* FEIN# 26-2375453 DATE 02-07-2024

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

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.

Robert Ayersman III, owner
(Name, Title)
Robert Ayersman III, owner
(Printed Name and Title)
2682 Campground Rd Tunnelton, WV 26444
(Address)
304-698-6660
(Phone Number) / (Fax Number)
robbyayersman85@gmail.com
(Email address)

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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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 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..

RAA Contracting
(Company)
Robert Ayersman III, owner
(Authorized Signature) (Representative Name, Title)
Robert Ayersman III, owner 2-7-2024
(Printed Name and Title of Authorized Representative) (Date)
02-07-2024
(Date)
304 698-6660
(Phone Number) (Fax Number)
robbyayersman85@gmail.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

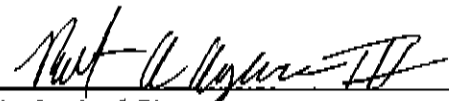
Addendum Numbers Received:

(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.

RAA Contracting
Company


Authorized Signature

02-07-2024
Date

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

ARFQ 0608 DCR240000074
REQUEST FOR QUOTATION
REPLACEMENT OF COMMERCIAL WASHER EXTRACTORS PROJECT
JAMES H. "TIGER" MORTON JUVENILE CENTER

EXHIBIT E - PRICING PAGE

Vendor's Company Name: RAA Contracting

Vendor's Address: 2682 Campground Rd
Tunnelton, WV 26444

Phone Number: 304-698-6660

Fax Number: N/A

Email Address: robbyayersman85@gmail.com

WV Contractor's License Number: WV043427

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL BID AMOUNT: twenty-nine thousand eight hundred
and fifty dollars

(\$ 29,850.00)

(Total bid amount to be written in words and numbers.)

AUTHORIZED SIGNATURE: Robb A. Ayersman III

ARFQ 0608 DCR240000074
REQUEST FOR QUOTATION
REPLACEMENT OF COMMERCIAL WASHER EXTRACTORS PROJECT
JAMES H. "TIGER" MORTON JUVENILE CENTER

- 2) Contractor must submit three (3) electronic in PDF format on USB drives.
- b. Operations and Maintenance Manual (O & M):
 - 1) Contractor must submit three (3) hard copies.
 - 2) Contractor must submit three (3) electronic in PDF format on USB drives.
- c. As-Built Drawings / Shop Drawings:
 - 1) Contractor must submit two (2) full size hard copies.
 - 2) Contractor must submit three (3) electronic in PDF format on USB drives.

W. MISCELLANEOUS

- 1) Contract Manager
 - a) During its performance of this Contract, Contractor must designate and maintain a primary contract manager responsible for overseeing Contractor'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. Contractor should list its Contract manager and his or her contact information below.

Contract Manager: Robert Ayersman III

Telephone Number: 304 698-6660

Fax Number: N/A

Email Address: robby.ayersman85@gmail.com

END OF SPECIFICATIONS

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RAA Contracting
2682 Campground Road
Tunnelton, WV 26444

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

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

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

OWNER:

(Name, legal status and address)

James H. "Tiger" Morton Juvenile Center
60 Manfred Holland Way
Dunbar, WV 25064

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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


Commercial Washer Extractors Project - 60 Manfred Holland Way, Dunbar, WV 25064 - Contract No. ARFQ 0608 DCR2400000074

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 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 requirement 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 9th day of February, 2024


Elizabeth M. Bell
(Witness)

RAA Contracting

(Principal)

(Seal)

By: 
(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

By: 
(Title) Alexandra Machnik Attorney-in-Fact



MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexandra Machnik

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
 Principal: RAA Contracting
 Obligor: James H. "Tiger" Morton Juvenile Center

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 9th day of February, 2024.

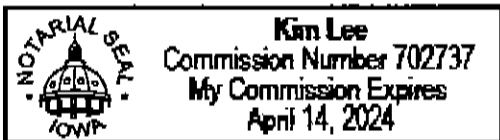


MERCHANTS BONDING COMPANY (MUTUAL)
 MERCHANTS NATIONAL BONDING, INC.
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
 President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this 9th day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of February, 2024.



William Warner Jr.
 Secretary

POA 0018 (10/22)



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

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

I, Robert Ayersman III, after being first duly sworn, depose and state as follows:

- 1. I am an employee of RAA Contracting; and,
(Company Name)
- 2. I do hereby attest that RAA Contracting
(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: Robert Ayersman III

Signature: [Handwritten Signature]

Title: owner

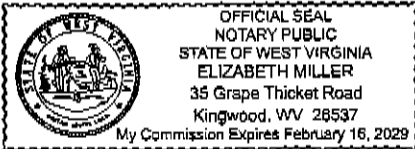
Company Name: RAA Contracting

Date: 2-7-2024

Taken, subscribed and sworn to before me this 7th day of February, 2024.

By Commission expires Feb. 16, 2029

(Seal)



[Handwritten Signature]
(Notary Public)

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 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: RAA Contracting

Authorized Signature: [Signature] Date: 2-8-2024

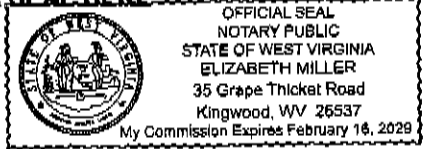
State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 7th day of February, 2024

My Commission expires Feb. 16, 2029

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 03/09/2019)