

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

# fax

TO: Philip K Farley

FROM: RAA Contracting

FAX: 304-957-7622

PAGES: 11

PHONE: 304-549-1050

DATE: 10/17/2023

RE: Replacement of Commercial  
Tumbler Dryers Project

CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Comments: DCR2400000051



State of West Virginia  
Agency Request for Quote

Proc Folder: 1298301			Reason for Modification:
Doc Description: Replacement of Commercial Tumbler Dryers Project			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-25	2023-10-17 10:30	ARFQ 0608 DCR2400000051	1

**BID RECEIVING LOCATION**

**VENDOR**

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

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

Vendor Signature X *Robert Ayersman III* FEIN# 26 2375453 DATE 10-16-2023

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

**Subcontractor List Submission (Construction Contracts Only)**

Bidder's Name: RAA Contracting

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary  
Revised 11/01/2022

**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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise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  
(Authorized Signature) (Representative Name, Title)

Robert Ayersman III 10-16-2023  
(Printed Name and Title of Authorized Representative) (Date)

10-16-2023  
(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 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

Robert A. Ryan III  
Authorized Signature

10-16-2023  
Date

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

STATE OF WEST VIRGINIA  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), 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: 10-16-23

State of West Virginia

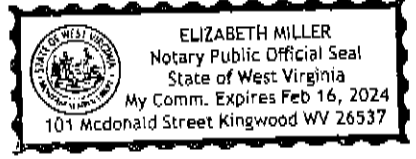
County of Preston to-wit:

Taken, subscribed, and sworn to before me this 16<sup>th</sup> day of October, 2023

My Commission expires Feb. 16, 2024

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



[Signature]  
Purchasing Affidavit (Revised 03/09/2019)



**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 A Ayersman III, after being first duly sworn, depose and state as follows:

- I am an employee of RAA Contracting; and,  
(Company Name)
- 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**.

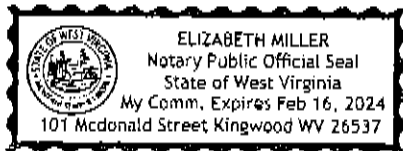
The above statements are sworn to under the penalty of perjury.

Printed Name: Robert A Ayersman III  
 Signature: Robert A Ayersman III  
 Title: owner  
 Company Name: RAA Contracting  
 Date: 10-16-23

Taken, subscribed and sworn to before me this 16<sup>th</sup> day of October, 2023.

By Commission expires Feb. 16, 2024

(Seal)



Elizabeth Miller  
(Notary Public)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RAA Contracting  
of Tunnelton, WV, as Principal, and Merchants National Bonding, Inc.  
of Des Moines, IA, a corporation organized and existing under the laws of the State of  
IA with its principal office in the City of Des Moines, 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  
Replacement of 2 Commercial Tumbler Dryers Project - Contract No. arfg 0608 dcr240000051

**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 17th day of October, 2023

Principal Seal

RAA Contracting  
(Name of Principal)  
By: Robert A. Anderson III  
(Must be President, Vice President, or  
Duly Authorized Agent)  
OWNER  
(Title)



Surety Seal

Merchants National Bonding, Inc.  
(Name of Surety)  
By: Wendy A. Bright  
Wendy A. Bright 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.**



**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, ~~date Merchants National Indemnity Company (in California only)~~ (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Wendy A. Bright**

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: Division of Corrections and Rehabilitation

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 17th day of October, 2023.

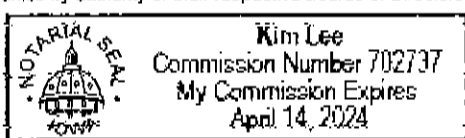


MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.  
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

by *Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this 17th day of October, 2023, 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 17th day of October, 2023.



*William Warner Jr.*  
 Secretary

POA 0018 (10/22)

ARFQ 0608 DCR2400000051  
REQUEST FOR QUOTATION  
REPLACEMENT OF COMMERCIAL TUMBLE DRYERS PROJECT  
EASTERN REGIONAL JAIL AND CORRECTIONAL FACILITY

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- c. As-Built Drawings / Shop Drawings:
  - 2) Contractor must submit two (2) full size hard copies.
  - 3) Contractor must submit three (3) electronic in PDF format on USB drives.

**1.11 MISCELLANEOUS:**

i. **Contract manager**

- 1. 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: robbyayersman65@gmail.com

END OF SPECIFICATIONS

RFQ 0608 DCR240000051  
REQUEST FOR QUOTATION  
REPLACEMENT OF COMMERCIAL TUMBLE DRYERS PROJECT  
EASTERN REGIONAL JAIL AND CORRECTIONAL FACILITY

EXHIBIT E – PRICING PAGE

Vendor's Company Name: RAA Contracting  
Vendor's Address: 2602 Campground Rd  
Tunnelton, WV 26444  
Phone Number: 304-698-6660  
Fax Number: N/A  
Email Address: robbyayersman85@gmail.com  
WV Contractor's License Number: WV 043427

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: thirty-four thousand two hundred  
dollars.

(\$ 34,200.00 )

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