



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[List View](#)

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1420879

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: VS0000018890

SO Doc ID: ADJ2400000016

Legal Name: RAA CONTRACTING

Published Date: 5/6/24

Alias/DBA: ROBERT A AYERSMAN III

Close Date: 5/9/24

Total Bid: \$71,864.00

Close Time: 13:30

Response Date: 05/09/2024

Status: Closed

Response Time: 10:47

Solicitation Description: Camp Dawson Pavilion Foundation Construction

Responded By User ID: raacontracting

Total of Header Attachments: 1

First Name: Robert

Total of All Attachments: 1

Last Name: Ayersman III

Email: robbyayersman85@gmail.com

Phone: 304-698-6660



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1420879
Solicitation Description: Camp Dawson Pavilion Foundation Construction
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-05-09 13:30	SR 0603 ESR05092400000006951	1

VENDOR
VS0000018890
RAA CONTRACTING

Solicitation Number: CRFQ 0603 ADJ2400000016
Total Bid: 71864
Response Date: 2024-05-09
Response Time: 10:47:20
Comments:

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

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BASE BID- Camp Dawson Pavilion Foundation Construction				71864.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See the Attached Exhibit "A" Pricing Page/Bid Form
Contract Item #1- BASE BID- Labor & materials per the construction documents



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

Proc Folder: 1420879			Reason for Modification:
Doc Description: Camp Dawson Pavilion Foundation Construction			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-25	2024-05-09 13:30	CRFQ 0603 ADJ2400000016	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: V50000019890
Vendor Name: RAA Contracting
Address: 2682
Street: Campground Rd
City: Tunnelton
State: WV **Country:** US **Zip:** 26444
Principal Contact: Robby Aycisman
Vendor Contact Phone: 304 698-6660 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

[Handwritten Signature]

FEIN#

26-2375453

DATE

5-9-2024

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

RAA Contracting

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

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) Robby Ayersman, owner
(Address) 2682 Campground Rd Tonne Htn, WV 26444
(Phone Number) / (Fax Number) 304-698-6660
(email address) robbyayersman85@gmail.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.

RAA Contracting
(Company)
[Signature]
(Signature of Authorized Representative)
Robert Ayersman III, owner 5-9-2024
(Printed Name and Title of Authorized Representative) (Date)
304-698-6660
(Phone Number) (Fax Number)
robbyayersman85@gmail.com
(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ24*16
Camp Dawson Pavilion Foundation Construction

11. 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:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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: Robby Ayersman

Telephone Number: 304-698-6660

Fax Number: N/A

Email Address: robby.ayersman85@gmail.com

- a. **Liquidated Damages:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

RFQ# ADJ24*16

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO PROVIDE FOR
CONSTRUCTION OF TWO CONCRETE FOUNDATIONS FOR PAVILION(S) AT THE CAMP DAWSON
ARMY TRAINING SITE FACILITY
240 ARMY ROAD, KINGWOOD, WV

BID FORM

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents;
and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor,
material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: RAA Contracting

VENDOR ADDRESS: 2642 Campground Rd
Tunneton, WV 26444

TELEPHONE: 304 698-6660

FAX NUMBER: N/A

E-MAIL ADDRESS: robbyayersman85@gmail.com

**CONTRACT TOTAL COST: BASE BID-CONTRACT ITEM NO.1- Construction of two (2) concrete
foundations for Pavilion(s) per the attached specifications.**

Seventy-one thousand, eight hundred and sixty-four dollars
zero cents

(\$ 71,864.⁰⁰) *** (Contract bid to be written in words and numbers.)

SIGNATURE: Robert Ayersman III DATE: 5-9-2024

NAME: Robert Ayersman III
(Please Print)

TITLE: Owner

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO ADJ240000016

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 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
5-9-2024
Date

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



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: [Signature]

Title: Owner

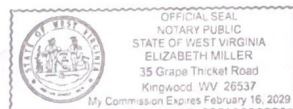
Company Name: RAA Contracting

Date: 2-7-2024

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

By Commission expires Feb. 16, 2029

(Seal)



[Signature]
(Notary Public)

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

OWNER:

(Name, legal status and address)

Camp Dawson
240 Army Road
Kingwood, WV 26537

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Two (2) Pavilion Foundations on Military Base - Kingwood, WV

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.

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 May, 2024

(Witness)

Madeline Lovett
(Witness) Madeline Lovett

RAA Contracting

(Principal)

(Seal)

By: Mark Rogers III Owner

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

By: Alexandra Machnik
(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**

Surety Bond #: Bid Bond
Principal: RAA Contracting
Obligee: Camp Dawson

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.

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 May, 2024.

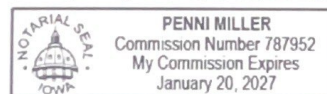


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of May, 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.



Penni Miller
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 May, 2024.



William Warner Jr.
Secretary



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV043427

CLASSIFICATION:

GENERAL BUILDING
SHEET METAL

ROBERT AYERSMAN
DBA RAA CONTRACTING
2682 CAMPGROUND RD
TUNNELTON, WV 26444

DATE ISSUED

DECEMBER 21, 2023

EXPIRATION DATE

DECEMBER 21, 2024

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.