

Solicitation Response(SR) Dept: 0310 ID: ESR0523220000007380 Ver.: 1 Function: New Phase: Final

Modified by batch , 05/24/2022

Header  3

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder:

1002032

SO Doc Code:

ARFQ

Procurement Type:

Agency Purchase Order

SO Dept:

0310

Vendor ID:

VS0000038241

SO Doc ID:

DNR2200000021

Legal Name:

BAAM CONTRACTING LLC

Published Date:

5/16/22

Alias/DBA:**Close Date:**

5/24/22

Total Bid:

\$82,048.00

Close Time:

13:30

Response Date:

05/24/2022

Status:

Closed

Response Time:

5:17

Solicitation Description:Addendum No. 01 - Salt Rock
Public Access Site Slip Repair**Responded By User ID:**

Baam

Total of Header Attachments:

3

First Name:

mason

Total of All Attachments:

3

Last Name:

vanover

Email:

baamcontracting@gmail.

Phone:

304-887-2377

CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board



NUMBER: WV061720

CLASSIFICATION:
EXCAVATION

BAAM CONTRACTING LLC
DBA BAAM CONTRACTING LLC
105 1ST STREET
IAEGER, WV 24844

DATE ISSUED

APRIL 07, 2022

EXPIRATION DATE

APRIL 07, 2023

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.

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: BAAM Contracting LLC

Authorized Signature: [Signature] Date: 5-23-2022

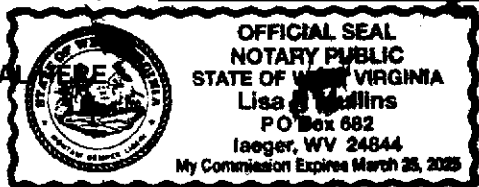
State of West Virginia

County of McDowell, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of May, 2022

My Commission expires 03-25-2025, 20

AFFIX SEAL



NOTARY PUBLIC

[Signature]

SOLICITATION NUMBER: ARFQ DNR22*21

Addendum Number: No. 01

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To move bid due date to Tuesday May 24, 2022 at 1:30pm.
2. To publish Mandatory Pre-bid Sign-in Sheets.
3. To address submitted Questions and Clarifications.

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.: ARFQ DNR22*21

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.

BFAAM Contracting LLC
Company

[Signature]
Authorized Signature

05-24-22
Date

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



**State of West Virginia
Agency Request for Quote
Construction**

Proc Folder: 1002032			Reason for Modification:
Doc Description: Salt Rock Public Access Site Slip Repair			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-18	2022-05-19 13:30	ARFQ 0310 DNR2200000021	1

BID RECEIVING LOCATION

BID RESPONSE
 DIVISION OF NATURAL RESOURCES
 PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV 25303-1228
 US

VENDOR

Vendor Customer Code:
 Vendor Name: *BAAM CONTRACTING LLC*
 Address: *105 1st Street*
 Street:
 City: *Laurel*
 State: *WV* Country: *Weston* Zip: *24844*
 Principal Contact: *Mason Vanover*
 Vendor Contact Phone: *304887-2377* Extension:

FOR INFORMATION CONTACT THE BUYER
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor Signature X *[Signature]* FEIN# *85-2855395* DATE *05-24-22*

ADDITIONAL INFORMATION

The West Virginia Division of Natural Resources is soliciting bids on behalf of Wildlife Section to establish a contract for the repair and stabilization of a slip located at the Salt Rock Public Access Site, Salt Rock, WV.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES		STATE OF WEST VIRGINIA	
WILDLIFE RESOURCES SECTION		JOBSITE - SEE SPECIFICATIONS	
324 4TH AVE			
SOUTH CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Slip repair and stabilization				<i>82,048.00</i>

Comm Code	Manufacturer	Specification	Model #
72140000			

Extended Description:
Slip repair and stabilization

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 10 a.m.	2022-05-09
2	Technical Question Deadline 9:00 a.m. ET	2022-05-11

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: BAM Contracting LLC
Contractor's License No.: WV-LV06720

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

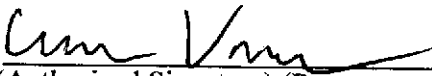
3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be

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.

Mason Vanover Owner
(Name, Title)
Mason Vanover Owner
(Printed Name and Title)
105 1st Street Faeser WV 24844
(Address)
304-887-2377
(Phone Number) / (Fax Number)
BAAM Contracting@gmail.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.

BAAM Contracting LLC
(Company)


(Authorized Signature) (Representative Name, Title)

Mason Vanover
(Printed Name and Title of Authorized Representative)

05-24-22
(Date)

304-887-2377
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources Section
Wildlife Resources -Salt Rock PAS-Slip Repair Project
ARFQ DNR22*21

10. 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:

- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

11.1. 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: Messer Venable

Telephone Number: 304-889-2377

Fax Number: _____

Email Address: BAAM Contracting@gmail

EXHIBIT A - PRICING PAGE

Wildlife Resources - Salt Rock PAS-Slip Repair Project

VENDOR

BAAM Contracting LLC
105 1st Street Ingers WV 24844
304-887-2377
BAAMContracting@gmail.com
Name, Address, Phone Number, Email

WV Contractor's License Number: WV 061720

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

The Base Bid shall consist of:

The installation of the repair and stabilization of a slip located at the Salt Rock Public Access Site, Salt Rock, WV. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

TOTAL BID

(IN WORDS) \$ Eighty-Two thousand Forty-eight

(IN NUMBERS) \$ 82,048



**State of West Virginia
Agency Request for Quote
Construction**

Proc Folder: 1002032		Reason for Modification: Addendum Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.
Doc Description: Addendum No. 01 - Salt Rock Public Access Site Slip Repair		
Proc Type: Agency Purchase Order		
Date Issued	Solicitation Closes	Solicitation No
2022-05-16	2022-05-24 13:30	ARFQ 0310 DNR2200000021
		Version
		2

BID RECEIVING LOCATION

BID RESPONSE
 DIVISION OF NATURAL RESOURCES
 PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV 25303-1228
 US

VENDOR

Vendor Customer Code:
Vendor Name: BAAM Contracting LLC
Address: 105 1st Street
Street:
City: Igou
State: WV **Country:** McDowell **Zip:** 24844
Principal Contact: Mark Vance
Vendor Contact Phone: 304-227-2377 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor Signature *[Signature]* **FEIN#** 85-2855395 **DATE** 05-24-22

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BAAM Contracting LLC
of 105 1st Street, Iaeger, WV 24844, as Principal, and Nationwide Mutual Insurance
Company of One West Nationwide Blvd., Columbus, OH 43215, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Columbus, OH, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent Of Bid (\$ 5% Of Bid) 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
State of West Virginia - West Virginia Division of Natural Resources
REQ. P.O. # ARFQ 0310 DNR2200000021-1. Salt Rock Slip Repair. Madison Creek Road. Salt Rock, WV

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 19th day of May, 2022.

Principal Seal

BAAM Contracting LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Owner
(Title)

Surety Seal

Nationwide Mutual Insurance Company
(Name of Surety)
[Signature]
Ryan Wingrove, 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.

Faint, illegible text covering the majority of the page, likely bleed-through from the reverse side.

[Handwritten signature]



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ADAM YEAGER; BRADLEY A MEREDITH; JILL MORRIS GIBSON; RYAN D WINGROVE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19th day of May, 2022.

Assistant Secretary

CONFIDENTIAL - SECURITY INFORMATION

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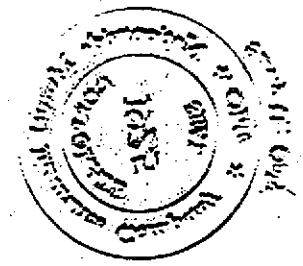
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