

Solicitation Response(SR) Dept: 0310 ID: ESR1112180000002144 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/16/2018

Header 3



General Information Contact Default Values Discount Document Information

Procurement Folder: 507042	SO Doc Code: ARFQ
Procurement Type: Agency Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 00000163163	SO Doc ID: DNR190000031
Legal Name: MERRITT & SONS LLC	Published Date: 11/2/18
Alias/DBA:	Close Date: 11/16/18
Total Bid: \$25,788.00	Close Time: 13:30
Response Date: 11/15/2018	Status: Closed
Response Time: 11:58	Solicitation Description: Addendum No. 01 Beech Fork SP Cabin Rehabilitation
	Total of Header Attachments: 3
	Total of All Attachments: 3

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*31

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.

Kitchens By Woody's
Company

[Signature]
Authorized Signature

11-12-18
Date

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



5841 Davis Creek Rd • Barboursville, WV 25504 • Phone: 304-736-2007 •
 Fax: 304-736-2183

Division Of Natural Resources Property & Procurement Office
 304-558-3397

324 4th Ave
 South Charleston, WV 25303

Lead Opportunity Address:
 5601 Long Branch Rd
 Barboursville, WV 25504

Print-date: 11-13-2018

Price Breakdown

Title	Description	Qty / Unit	Unit Price	Price
Cabin 1	Promo level granite Color: TBD Eased Edge Top Mount Sink to be re used by Customer Price includes template, fabrication and install	1	4,494.00	\$4,494.00
Cabin 1 Additional Labor	Labor to tear out existing tops and re plumb after granite install.	1	810.00	\$810.00
Cabin 3	Promo level granite Color: TBD Eased Edge Top Mount Sink to be re used by Customer Price includes template, fabrication and install	1	4,494.00	\$4,494.00
Cabin 3 Additional Labor	Labor to tear out existing tops and re plumb after granite install	1	810.00	\$810.00
Cabin 4	Promo level granite Color: TBD Eased Edge Top Mount Sink to be re used by Customer Price Includes template, fabrication and install	1	4,494.00	\$4,494.00
Cabin 4 Additional Labor	Labor to tear out existing tops and re plumb after granite install.	1	810.00	\$810.00
Cabin 5	Promo level granite Color: TBD Eased Edge Top Mount Sink to be re used by Customer Price includes template, fabrication and install	1	3,206.00	\$3,206.00
Cabin 5 Additional Labor	Labor to tear out existing tops and re plumb after granite install	1	810.00	\$810.00
Cabin 6	Promo level granite Color: TBD Eased Edge	1	3,822.00	\$3,822.00

	Top Mount Sink to be re used by Customer Price includes template, fabrication and install			
Cabin 6 Additional Labor	Labor to tear out existing tops and re plumb after granite install	1	810.00	\$810.00
	Bid Bonding 5%	1	1,228.00	\$1,228.00
Total Price:			\$25,788.00	

Countertop Policy:
COUNTERTOPS

* After my cabinets are installed, there will be an approximate 2-3 week waiting period (depending on which type of countertop I have purchased) before my countertops are installed. This is a normal part of the process and cannot be avoided. If this time period will be different than above, Kitchens By Woodys will notify me.

* I understand that some dimensions on this plan may vary depending on finished cabinet installation and items beyond the control or knowledge of Kitchens By Woodys.

* I understand that countertop installation is a two or three step process and that I must be present during all phases. If this is not possible, I understand that certain assumptions based on installer experience may be made on the finished piece and that I must accept the countertop fabrication as such, if I was not present for all stages of the process.

* Setting of the sink is included in all countertop installations unless specified otherwise. This service does not include any plumbing work. The faucet will be accommodated, however it will not be set into the countertop nor will it have running water. Also, the drain of the sink will not be installed to your drain lines by the countertop installer of Kitchens By Woodys. This is the work of a plumbing contractor and/or the customer. Kitchens By Woodys can provide plumbing work, but it is not included in the countertop purchase.

* Any overhang of countertop cannot exceed 10 maximum without a separate countertop support of the customers choosing. I am aware of any overhang (other than standard 1-1 around fronts and sides of cabinetry) placed in my design and understand that if I choose or have chosen an overhang longer than 10 it will require a countertop support for which I am responsible.

Granite

o Granite is a natural stone that has inherit characteristics such as fissures, pores, pits, etc. I accept these as normal.

o I understand that some granite must be sealed on a regular basis (to protect from stains, etc.), every 6 months - 5 years. Instructions are provided by the granite fabricator. Please understand this is as easy as wiping on and wiping off the sealant.

o I agree to choose my granite slabs from Kitchens By Woodys granite supplier, which will make slabs available for viewing Monday through Friday.

o Our granite supplier has a 10 year warranty that it will repair or repair granite that is installed by them if the countertop has a manufacturing defect or an installation defect.

o I accept that granite installations will have seams. Neither Kitchens By Woodys nor the granite installer guarantee seam placement nor can I request a specific seam location. Price may vary some if the installer has to address unexpected issues after he has templated. You will be notified if this should happen.

Cabinet Design and Characteristics:

CABINETRY:

* I have received a final floor plan and understand that changes can only be made if the cabinets have not yet been ordered from the supplier.

* I have approved the door swing direction of each cabinet. I have reviewed the function of each cabinet in the kitchen plan and am aware of all pull-outs, drawers, roll-trays and other specialty items that each of my cabinets contain.

* I understand that most kitchens have walls that are not square or not plumb. Due to these circumstances, the dimensions that are provided on the kitchen plan may vary during the actual installation.

* Varying dimension described above is one of the reasons that fillers and/or scribe moldings are provided. I am aware of any of these items that are placed in my design and understand the difference between those fillers that are functional and those that are provided to accommodate for varying dimension. Kitchens By Woodys cannot guarantee finished filler size or if that filler will even be necessary in the finished project. Unused fillers or moldings are NON-REFUNDABLE.

* I understand that on occasion cabinetry does receive damage. This damage will be replaced at the cost of whoever caused the damage. More often than not, the damage is to a door or drawer front and can be easily replaced. It will take approximately 2 weeks for the average piece to be replaced. All cabinetry damage and defects must be reported within 30 days of the delivery date for claims to be covered.

* In the event that the client requests the cabinets to be stored by Kitchens By Woodys longer than 30 days, the 2nd deposit of 40 % will be due on the 31st day of storage.

* Any items that are received in a damaged/defective condition will be replaced. There is no opportunity to receive monetary compensation rather than replacement, should the customer choose to accept damaged/defect product.

Wood Characteristics

o Wood is a natural product that has characteristics such as knots, mineral streaks and grain patterns. I understand that some of these are natural based on the grade of wood I have purchased. If I receive a piece that is not within acceptable ranges determined by the grade of wood, it can be replaced by the manufacturer.

o I understand that all wood accepts stain differently and there is an acceptable range of colors for each stain available. I accept that all woods will change in appearance with age and light exposure. Specific changes cannot be predicted.

however, I understand what the likely changes will be based on the particular species of wood I have chosen.

Appliances, Faucets Fixtures Ect Policy:

FIXTURES, FAUCETS, ETC.

- * Products are warranted by manufacturer. If product is covered by both manufacturers warranty and Kitchens By Woodys labor warranty and needs to be replaced, it will be done at no charge to the customer. After Kitchens By Woodys warranty has lapsed, customer will be responsible for any and all installation charges incurred with replacement.
- * All products listed above are special order. They cannot be returned for ANY reason unless the manufacturer or distributor will accept a return, and in that case, it will only be done with a restocking fee that the manufacturer or distributor determines. This does not apply for defects or warranty issues.
- * Any items that are received in a damaged/defective condition will be replaced. There is no opportunity to receive monetary compensation rather than replacement, should the customer choose to accept damaged/defect product.

Installation and Labor Policy:

Labor and installation generally occurs Monday through Friday between 8:30 AM and 4:00 PM. These times may vary slightly to accommodate the schedules of Kitchens By Woodys.

CABINET INSTALLATION

- * I understand that Kitchens by Woodys provides a 1 year warranted installation for workmanship. This warranty is for the original purchaser and is non-transferable.
- * The timing of installations is based on the schedule of Kitchens By Woodys. Installations will be as timely and efficient as possible, nonetheless, there are rare cases in which other factors may affect the timing of my installation, such as backordered or damaged product. Kitchens By Woodys will do everything possible to avoid these situations.
- * As with any installation, I am aware that unforeseen conditions can interfere with the proper installation of my project. Kitchens By Woodys will make me aware of any of these unforeseen conditions, and with my knowledge and understanding, handle them as need be.
- * Existing items such as flooring, countertop, soffits, backsplash tile, etc. can cause issues with proper installation. If Kitchens By Woodys is contracted to work around existing objects, every effort will be made to avoid damage or improper fits, nevertheless, they are not liable for such issues.
- * I understand what labors are included in my installation purchase and also that if I wish to have labors performed that are not included I will be responsible for any additional charges. I also understand that these additional labors will take place at the earliest convenience of our contractors/installers.
- * Any work that is the responsibility of the customer must be done on schedule to comply with Kitchens By Woodys. If it is not complete, cabinet installation may be rescheduled to be completed after other projects, resulting in a long delay and a trip charge.

o Customer's Responsibilities Include:

§ Touch up painting if necessary

§ Adhering to the verbal instructions given by the installer (i.e. "Do not walk on the tile until tomorrow.")

§ Final grout clean-up

FLOORING INSTALLATION

- * Ceramic Tile is a product that has variation in color and different dye lots. The sample shown is only a representation of color. The actual color on the tile for the project may vary.
- * Flooring installations often require a tear out of existing flooring and/or preparation of the subfloor. I understand whether or not I have contracted Kitchens By Woodys for such services, and if so, the manner in which they will be performed. If I have not contracted for these services, I am responsible to have these items done by the dates to be determined by Kitchens By Woodys and myself.
- * As with any installation, I am aware that unforeseen conditions can interfere with the proper installation of my project. Kitchens by Woodys will make me aware of any of these unforeseen conditions, and with my knowledge and understanding, handle them as need be.
- * There are many acceptable ways to calculate flooring materials required and all of these ways include a factor for waste. If I have chosen to have Kitchens by Woodys calculate these materials for me, I understand that there may be some extra material that was ordered to account for waste and it is NON-REFUNDABLE.

o Customer's Responsibilities Include:

§ Final grout clean up

§ Touch up painting if necessary

GENERAL CLEAN UP POLICY

- * Job site will be broom cleaned at the end of each work day.
- * Dusting is not included in our responsibilities. With any type of remodeling work dust will be present typically throughout the home. We cannot avoid this and recommend any electronics in the adjacent areas be covered by the home owner while work is being done.
- * Work area will be picked up, however, some tools may be left on the job overnight.
- * With remodeling work there is potential for construction materials to end up where they don't belong. If this occurs please let us know and we will do our best to take care of it on our next visit.

PAYMENT PROCEDURE FOR INSTALLATIONS

- * Initial deposit of 50% of the contract price is due in order for your job to be scheduled for installation. Products will be ordered by Kitchens By Woodys in order to receive them in a timely manner for your installation.
- * 45% of the contract price is due upon the day the project starts. There can be no exceptions.
- * 5% of the contract price is due upon a signed certificate of completion. This certificate must be signed by one of the clients and a representative of Kitchens By Woodys (either the designer or installer) after a walk-thru of the project and a nullified punch list. A signed certificate signifies that all work that was originally contracted has been completed.
- * The certificate puts the one year labor warranty into effect, therefore Kitchens By Woodys cannot be bound to complete

warranty work until the warranty is active. Warranty issues that may arise during the course of the project or during delays beyond the control of Kitchens by Woodys does not prevent the certificate of completion from being signed.

Add-ons and Change Orders:

ADD-ON PRODUCTS AND LABORS

* Often there are additional products or labors that clients may request after the original contracts have been signed. These additional items will require a signed change order. Any items that were added as a change order will be completed on a schedule determined by Kitchens By Woodys and its installers. This means that additional items may not be completed until after the original contract is complete. Kitchens by Woodys will not postpone other clients projects in order to complete additional items.

* Any items on change orders do not affect payment due dates and will not affect when the final balance is due. For example, if a client decides to add an item or labor after the original contract, it is added as a change order. The 5% balance due for the original contract will be due as soon as all original contract items are completed. The 10% balance of the additional item/labor will be collected on the day of its completion.

* Also, any items that the client may choose to delete from the contract are not permitted to be added back on as an original contract item. All added items are treated as change orders, regardless of whether they were part of the original contract or not.

Payment Terms:

Labor and Materials:

50% deposit, 45% when project starts, 5% when project is complete for any job that includes materials and labor from Kitchens By Woody's.

*In the event that the client request the cabinets be stored by Kitchens By Woody's longer than 30 days, the second deposit of 40% will be due on the 31st day of storage.

**In the event that a product being supplied by the customer holds up Kitchens By Woody's from finishing the scope of work, the final 5% will be due when all possible work is completed. Once the material is supplied we will find the next possible open date and complete the remainder of the work.

***If customer is not able to provide the 45% payment the day we start the job we will not be able to start the job. There will be a possible rescheduling fee included as well to try and create another space in the schedule to fit the new start date into.

Items Provided By Customer:

In the event that materials that are to be provided by the customer prevent Kitchens By Woody's from completing the job, the job will need to be closed out with payment made in full, minus the installation cost to install the missing item. It can then be rescheduled and treated as a service order when the customer has the materials on site. Rescheduling can not be guaranteed at a certain date as we will have to try to work it back into the mix of ongoing jobs.

If it is appliances provided by the customer that are not on site when Kitchens By Woody's is completing the job then payment will need to be made in full minus the \$150 fee to install the appliances. This cost is common for most orders but will need to be looked at on an individual job basis. Kitchens By Woody's can be rescheduled to install the appliances but it will need to be treated as a separate service order from the original contract.

Signature

Print Name:

Date:

*Only one proposal can be approved. Approving this will decline all other available proposals.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Merritt & Sons LLC DBA: Kitchens By Woodys
of Barboursville, WV, as Principal, and Erie Insurance Property & Casualty of Erie, PA, a corporation organized and existing under the laws of the State of PA with its principal office in the City of Erie, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of bid amount (\$ 5% of bid amount) 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 WV Division of Natural Resources - Beech Fork State Park Cabin Rehabilitation & Renovation
Solicitation# DNR1900000031
Erie Bid Bond# EE1375

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 15th day of November, 2018.

Principal Seal

Merritt & Sons LLC DBA: Kitchens By Woodys
(Name of Principal)

By _____
(Must be President, Vice President, or Duly Authorized Agent)

(Title)

Surety Seal

Erie Insurance Property & Casualty Company
(Name of Surety)


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.



**ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint -----

----- Donna L. Bunn and Vance E. Bunn -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, -----

----- each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 2nd day of September, 2016, and said Resolutions have not been amended or repealed:

“RESOLVED, that the Chief Executive Officer, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him or her.

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Limited Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 2nd day of September, 2016, and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Timothy G. NeCastro, as Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of Brian W. Bolash, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her notarial seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of October, 2016.



Timothy G. NeCastro

Timothy G. NeCastro
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of October, 2016, before me personally came Timothy G. NeCastro, to me known, who being by me duly sworn, did depose and say: that he is Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch

My commission expires June 27, 2020
Notary Public

CERTIFICATE

I, Brian W. Bolash, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original LIMITED POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



Brian W. Bolash

Brian W. Bolash, Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company.

this *15th* day of *NOV.* 20*18*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Security Agency USA III, Inc. 103 8th Ave Huntington WV 25701	CONTACT NAME: Jessica L. C. Adkins PHONE (AG. No. Ext): 304-525-8600 E-MAIL ADDRESS: jadkins@unitedsecurityagency.com	FAX (AG. No): 304-525-7028
	INSURER(S) AFFORDING COVERAGE	
INSURED Merritt & Sons LLC dba Kitchens by Woodys 5841 Davis Creek Rd Barboursville WV 25504	INSURER A: Motorists Mutual Insurance Co NAIC # 14621	
	INSURER B: Erie Insurance NAIC # 26830	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 1476136723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3328544830	1/19/2018	1/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3328544830	1/19/2018	1/19/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 0			3328544830	1/19/2018	1/19/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QB5-8900180	1/19/2018	1/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER WV Broad Form E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage			3328544830	1/19/2018	1/19/2019	Limit 100,000 Comp Ded 0 Coll Ded 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

State of West Virginia Division of Natural Resources 324 4th Avenue South Charleston WV 25303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV043913

Classification:

RESIDENTIAL
FINISHED CARPENTRY
TILE INSTALLATION

MERRITT & SONS LLC
DBA WOODYS KITCHENS
5841 DAVIS CREEK RD
BARBOURSVILLE, WV 25504

Date Issued

APRIL 05, 2018

Expiration Date

APRIL 05, 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.

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: Merritt & Sons LLC DBA Woody's Kitchens
Contractor's License No.: WV- WN 43913

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.


Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Kitchens By Wood,^{'s}

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.

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.


(Name, Title) TERRITORY MANAGER
Brandon Elkins TERRITORY MANAGER
(Printed Name and Title)
5841 Davis Creek Rd Barboursville, WV 25504
(Address)
304-730-3300 304-736-2183
(Phone Number) / (Fax Number)
belkins@kitchensbywoody.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.

Kitchens By Woody's
(Company)


(Authorized Signature) (Representative Name, Title) Brandon Elkins, Territory Mgr

Brandon Elkins Territory Manager
(Printed Name and Title of Authorized Representative)

11-15-18
(Date)

304-730-3300 304-736-2183
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BEECH FORK SP – REHABILITATION AND RENOVATION OF FIVE (5) CABINS

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: Branden Elkins

Telephone Number: 304-730-2300

Fax Number: 304-736-2183

Email Address: delkins@kitchasbywwoods.com

STATE OF WEST VIRGINIA
Purchasing Division

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 §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: Kitchens By Woody's

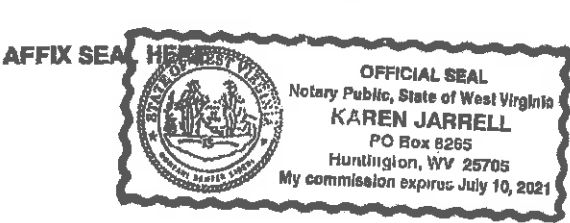
Authorized Signature: [Signature], Territory Manager Date: 11-15-18

State of WV

County of CABELL, to-wit:

Taken, subscribed, and sworn to before me this 15th day of November, 2018.

My Commission expires 7/10, 2021.



NOTARY PUBLIC Karen Jarrell