

Purchasing Division 2019 Washfugion Street East Post Office Box 50130 Charleston, WV 25305-0130

# State of West Virginia Request for Quotation 19 — Highways

04/23/20 09:15:29 WV Purchasina Division

Proc Folder: 696920

Doc Description: ADDENDUM 2 TEREX - FERMEC OEM PARTS OF EQUAL (7020C015)

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Vertion

 2020-04-07
 2020-04-23
 CRFQ
 0803 DOT2000000149
 3

 13:30:00
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BIO RECEIVING LOCATION

BIO CLEAK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST.E.

CHARLESTON

W. .

25305

US

VENDOR

Vandor Name, Address and Telephone Number;

West Virginia Tractor Company

P.O. Box 473

Charleston, WV 25322

304-346-5301

FOR INFORMATION CONTACT THE BUYER

Grystal G Hustead 304: 555-2402

crystal g hustead d yv gov

550621655

4-7-20

DATE

ature x 7 may co miles

# SOLICITATION NUMBER: CRFQ DOT2000000149 Addendum Number: 2

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:
------------	----------	-----------

Maria	-Dissip	Modify hid opening date and time
1.		Modify specifications of product or service being sought
-	1	Attachment of vendor questions and responses
. The same	1	Attachment of pre-bid sign-in sheet
Made		Correction of error
***************************************	1	Other

# Description of Modification to Solicitation:

- 1. To provide answers to vendor questions
- 2 To provide Revised Exhibit A Pricing Page

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 2

### CRFQ DQT2000000149

### TEREX - FERMEC OFM PARTS OR EQUAL

## 1. Question:

Pertaining to the pricing pages for this bid DOT200000149. Terex-Fermed. OEM parts, item # 9 of the parts pricing list is not a good number. I've looked and looked for numbers similar and close to it and can not find anything even close. Also Terex numbers are normally 7 digits then the M and 2 more digits. This one has 8 digits then the M. Please have them choose a different number or get this one corrected. The rest of them are OK. Thanks

Answer: Line item #9 has been changed to 3512184M91 Handle. The pricing pages have been revised with new part number. Attached.

# 2. Question:

I noticed a couple things while researching the Terex Parts Bid that's upcoming. Can you give me a little guidance on how to list these on the Bid Sheet?

61008959M94 NOT A GOOD PART NUMBER.

Answer: Line item #9 has been changed to 3512184M91 Handle. The pricing pages have been revised with new part number. Attached.

Q: 6107891M1 - Supersedes to 6195129M1

A: Pricing sneet has been revised.

Q: 6109794M1 - Supersedes to T154614

A: Pricing sheet has been revised.

### 3. Question:

I'm also assuming that there will be availability to bill for freight/shipping in addition to the bid unit parts price, is this correct?

Answer: The Discount Percentage and subsequent Adjusted Unit Price derived from that discount must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

The Markup Percentage and subsequent Adjusted Unit Price derived from that markup must consider all fees, charges, or other miscellaneous costs that the Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Adjusted Unit Price for items purchased under this Contract.

- 7.1 Delivery Time: Vendor shall ship/deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day, upon the Agencies request. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract Items must be delivered to the ordering Agency attached hereto as Exhibit B.
- Destination to the Agency's location. Vendor shall include the cost of standard delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that the Agency requests emergency delivery and Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2000000149

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)

[ :	ţх	Addendum No. 1	[	]	Addendum No. 6
[x	хĴ	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	7- [	]	Addendum No. 9
[	]	Addendum No. 5	[	]	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.

Company

Company

Authorized Signature

4-7-20

Date

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

Revised 6/8/2012

# REQUEST FOR QUOTATION CRFQ DOT200000149

# Terex - Fermec OEM or Equal Parts (7020C015)

**8.2.3** Any other remedies available in law or equity.

# 9 MISCELLANEOUS:

- 9.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 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.

	Steve Basham
Contract Manager:	
Telephone Number:	304-346-5301
Fax Number:	304-346-5305
Email Address:	wvcage@aol.com

**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.

mule made	President
(Name, Title)	
Gary W. Grady President	
(Printed Name and Title) P.O. Box 473 Charletson, WV 25322	
(Address) 304-346-5301 304-346-5305	
(Phone Number) / (Fax Number) wvtractor@msn.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.

West Virginia Tractor Company

(Company)

President

(Authorized Signature) (Representative Name, Title)

Gary W. Grady President

(Printed Name and Title of Authorized Representative)

4-7±20

(Date)

304-346-5301 304-346-5305

(Phone Number) (Fax Number)

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

West Virginia Tractor Company	7
Name of Contracting Business Entity:Address:	P.O. Box 473
	Charleston, WV 25322
Name of Authorized Agent: Gary W. Grady	Charleston. WV
Name of Authorized Agent:  Gary W. Grady  Address:  Contract Number:  Contract Deposites	Terex-Fermec Parts
- Children Descript	ION:
Governmental agency awarding contract:  WVDOT-Highways	
☐ Check here if this is a Supplemental Disciosure	
List the Names of Interested Parties to the contract which are known or reasonal entity for each category below (attach additional pages if necessary):  1. Subcontractors or other entities performing work or service under the Check here if none, otherwise list entity/individual names below.	
<ol> <li>Any person or entity who owns 25% or more of contracting entity (not Discharge if none, otherwise list entity/individual names below.         Gary and Christine Grady         Steve Basham         Susan Martin         Any person or entity that facilitated, or negotiated the terms of, the services related to the negotiation or drafting of the applicable contraction.</li> <li>Check here if none, otherwise list entity/individual names below.</li> </ol>	
and a share	4-7-20
Signature: Date Signed:	
Notary Verification	
State of West Virginia Kanawi	ha
Gary W. Grady	
	orized agent of the contracting business being made under oath and under the
Taken, swom to und enhantland has	
Steven B Bask	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:	OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Sloven 2. Basham West Virginia Tractor Co. PO Bex 473 Charleston, WV 25322 My commission express August 12, 2022
and the state of t	المراجعة

# 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 subclivision 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 CONTRIACTS: 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 belance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, 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 repsyment agreement with the insurance Commissioner and remains in compliance with the obligations under the repsyment 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 exceed 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: West Vinginia Tractor Company	
Authorized Signature: Paule May	Date: 4-7-20
State of West Virginia	
County of to-wit:	
Taken, subscribed, and swom to before me this 7 day ofApril	20 
My Commission expires August 12 2022	
AFFIX SEAL HERE OFFICIAL NOTARY PUBLIC	Steven B. Basherm
STATE OF WEST VIRGINIA Sieven E. Basham West Virginia Tractor Co.	Purchasing Affidavit (Revised 01/19/2018

Charleston, WV 25322 My commission expires August 12, 2022

# WV-10 Approved / Revised 06/08/18

# State of West Virginia

# **VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

	ny combination of preference consideration(s) indicated abo		W. C.
Date:	4-7-20	Title:	President
Bidder:	West Virginia Tractor Company	Signed:	Janle Ther
out of the	hereby certifies that this certificate is true and nything contained within this certificate changision in writing immediately.	accurate i es during	in all respects; and that if a contract is issued to Bidder the term of the contract, Bidder will notify the Purchas-
the requ			onably requested information to the Purchasing Division and irchasing appropriate information verifying that Bidder has paid toontain the amounts of taxes paid nor any other information
or (b) a	understands if the Secretary of Revenue determine ments for such preference, the Secretary may order ssess a penalty against such Bidder in an amount r tracting agency or deducted from any unpaid baland	es that a Bi the Directo not to excee ce on the c	sidder receiving preference has failed to continue to meet the or of Purchasing to: (a) rescind the contract or purchase order; sed 5% of the bid amount and that such penalty will be paid to contract or purchase order.
8.	Application is made for reciprocal preference Bidder is a West Virginia resident and is requestir	ng reciproc	cal preference to the extent that it applies.
7.	dunce with Mest Virunia Cone oba-3-59 and	VVAST VIPAI	small, women- and minority-owned business, in accor- inia Code of State Rules. award by the Purchasing Division as a certified small, women-
6.	continuously over the entire term of the project, or residents of West Virginia who have resided in the	e United St lities or com on average e state con	states armed forces, the reserves or the National Guard, if, for mpleting the project which is the subject of the vendor's bid and at least seventy-five percent of the vendor's employees are ntinuously for the two immediately preceding years.
5.	Application is made for 3.5% vendor preferer Bidder is an individual resident vendor who is a veta and has resided in West Virginia continuously f submitted; or,	nce who is eran of the l for the four	is a veteran for the reason checked: United States armed forces, the reserves or the National Guard or years immediately preceding the date on which the bid is
<b>4.</b>	Application is made for 5% vendor preference Bidder meets either the requirement of both subd	livisions (1)	) and (2) or subdivision (1) and (3) as stated above; or,
3.	employs a minimum of one hundred state resid completing the project which is the subject of the average at least seventy-five percent of the hide	ninimum of s headqua lents, and f he bidder's fer's emplo	ne reason checked: of one hundred state residents, or a nonresident vendor which carters or principal place of business within West Virginia and for purposes of producing or distributing the commodities or s bid and continuously over the entire term of the project, on oyees or the bidder's affiliate's or subsidiary's employees are continuously for the two immediately preceding years and the
2. 	Application is made for 2.5% vendor prefere Bidder is a resident vendor who certifies that, d working on the project being bid are residents of immediately preceding submission of this bid; or	uring the lii West Virair	ne reason checked: life of the contract, on average at least 75% of the employees inia who have resided in the state continuously for the two years
	Bidder is a nonresident vendor which has an affilia	ate or subsi	sidiary which employs a minimum of one hundred state residents
1	Bidder is a resident vendor partnership, assoc of bidder held by another entity that meets the	ciation, or o	corporation with at least eighty percent of ownership interest le four year residency requirement; or.
1.	Application is made for 2.5% vendor prefere Bidder is an individual resident vendor and has re or corporation resident vendor and has maintai Virginia, for four (4) years immediately preceding	esided cont ned its hea	ntinuously in West Virginia, or bidder is a partnership, association



# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 01/07/2020

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 have ADDITIONAL INSURED provisions or 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). CONTACT Sentry Customer Service PHONE (A/C, No, Ext): EMAIL Sentry Insurance 800-473-6879 FAX (A/C, No): 800-514-7191 1800 North Point Drive Stevens Point, WI 54481 businessproducts direct@sentry.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 21180 INSURER A : Sentry Select Insurance Company INSURED INSURER B : West Virginia Tractor Co. INSURER C PO Box 473 214 Virginia Street West INSURER D Charleston, WV 25322 INSURER E INSURER F CERTIFICATE #: 1311744 **REVISION #:** PROD / CUSTOMER ID: **COVERAGES** 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. POLICY EFF INSR ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER INSRD WVD (MM/DD/YYYY) (MM/DD/YYYY) GARAGE LIABILITY HIRED AUTOS AUTO ONLY (Ea accident) \$ 500,000 ANY AUTO X NON-OWNED A0053698001 04/01/2020 04/01/2021 EA ACCIDENT \$ 500,000 OWNED AUTOS USED IN GARAGE OTHER THAN AUTOS ONLY AUTO ONLY BUSINESS AGGREGATE \$ 2,500,000 COMP / **GARAGE KEEPERS LIABILITY** Х LOC \$ 250,000 SPECIFIED PERILS LOC LEGAL LIABILITY \$ A0053698001 04/01/2020 04/01/2021 Α DIRECT BASIS Χ LOC \$ 250,000 COLLISION PRIMARY **EXCESS** LOC \$ Χ COMMERCIAL GENERAL LIABILITY \$ 500,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 100,000 \$5,000 MED EXP (Any one person) A0053698005 04/01/2020 04/01/2021 Α Χ \$ 500,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ 1,500,000 POLICY PRODUCTS - COMP/OP AGG \$ 1,500,000 Χ OTHER \$ OCCUR EACH OCCURRENCE \$ 2,000,000 UMBRELLA LIAB X

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to attached

04/01/2020

<b>CERTIF</b>	CATE	HOL	DFR
OLKIII		IIVL	·DLI

WV DOH 83 Brushy Road Xing PO Box 610 Buckhannon, WV 26201-0610

Χ

**EXCESS LIAB** 

(Mandatory in NH)

REMARKS below

lf yes, describe under

DED

CLAIMS-MADE

N/A

RETENTION \$

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? Y/N

### CANCELLATION

04/01/2021

AGGREGATE

PER STATUTE E.L. EACH ACCIDENT

PRODUCTS - COMP/OP AGG

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

ERH.

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 BEBRESENTATIVE

ACORD 30 (2016/03)

A0053698 Sentry Select Insurance Company 1 00001 0000000000 20007 0 N Page 1 of 2

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01/07/2020

\$ 6,000,000

\$ 6,000,000

\$

\$

A0053698008



AGENCY CUSTOMER ID: XXXXXX1655

LOC #: \_

# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
Melanie Rosenbaurn		West Virginia Tractor Co.
POLICY NUMBER		
A0053698001		
CARRIER	NAIC CODE	
Sentry Select Insurance Company	21180	EFFECTIVE DATE: 04/01/2020

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance

# **General Liability**

WV DOH AND STATE OF WEST VIRGINIA ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY, PER THE POLICY PROVISIONS IF REQUIRED AS SUCH IN WRITTEN CONTRACCT WITH THE NAMED INSURED. GARAGE LIABILITY INCLUDES THE AUTOMOBILE LIABILITY. ANY AUTO COVERAGE INCLUDED. EXCESS/UMBRELLA LIABILITY FOLLOWS FORM.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
WV DOH	ALL LOCATIONS Description: SERVICE WORK PERFORMED				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

VENDOR: 000000204452 TEREX - FERMEC OEM or Equal Parts - Pricing Page Revised 04/07/20

Discount Percentage\*\*

-0.10% (Please enter as a negative. Example discount of 5% should be -5.0%)

Markup Percentage\*\* 0.00%

Item	TEREX FERMEC OEM	110 F	Estimated Unit	Unit (for calculation	culation Catalog Linit Price Units Provided for Catalog **Discount/Markup**					
No.	Part number	"Or Equal" Parts	Quantity	purposes)	C	Catalog Unit Price Price		Percentage	Adjusted Unit Price	Item Total Cost
1	Part No. 6193750M91  Description: BRAKE PAD SET	Part No.  Description:	25	EACH	\$	158.72		-0.10%	\$ 158.56	\$3,964.03
2	Part No. 6194032M91  Description: AXLE SHAFT	Part No.  Description:	4	EACH	\$	1,545.15	1.00	-0.10%	\$ 1,543.60	\$6,174.42
3	Part No. 6195129M1  Description: KEY SET	Part No.  Description:	10	EACH	\$	9.75	1.00	-0.10%	\$ 9.74	\$97.40
4	Part No. 6106301M91  Description: HEAD LIGHT	Part No. Description:	20	EACH	\$	176.60	1.00	-0.10%	\$ 176.42	\$3,528.47
5	Part No. 6099910M1  Description: GLASS	Part No.  Description:	8	EACH	\$	808.14	1.00	-0.10%	\$ 807.33	\$6,458.65
6	Part No. 6109881M91 Description: VALVE	Part No.  Description:	5	EACH	\$	426.47	1.00	-0.10%	\$ 426.04	\$2,130.22
7	Part No. 6193771M91  Description: SEAL KIT	Part No.  Description:	5	EACH	\$	6.30	1.00	-0.10%	\$ 6.29	\$31.47
8	Part No. 6110133M1  Description: V BELT	Part No.  Description:	12	EACH	\$	38.35	1.00	-0.10%	\$ 38.31	\$459.74

Item No.	TEREX FERMEC OEM Part number	"Or Equal" Parts	Estimated Unit Quantity	Unit (for calculation purposes)	Catalog Unit Price		Units Provided for Catalog Price	**Discount/Markup** Percentage	Adjusted Unit Price	Item Total Cost
9	Part No. 3512184M91  Description:  HANDLE	Part No.  Description:	6	EACH	\$	167.09	1.00	-0.10%	\$ 166.92	\$1,001.54
10	Part No. <b>T154614</b> Description: BREATHER	Part No.  Description:	8	EACH	\$	60.36	1.00	-0.10%	\$ 60.30	\$482.40
11	Part No. 6100361M91  Description: FILTER	Part No.  Description:	25	EACH	\$	52.39	1.00	-0.10%	\$ 52.34	\$1,308.44
12	Part No. 1462201M3  Description: TOOTH	Part No.  Description:	20	EACH	\$	22.91	1.00	-0.10%	\$ 22.89	\$457.74
13	Part No. 3519722M1 Description: PIN	Part No.  Description:	7	EACH	\$	48.11	1.00	-0.10%	\$ 48.06	\$336.43
14	Part No. 6101501M1  Description: FILTER	Part No.  Description:	25	EACH	\$	98.28	1.00	-0.10%	\$ 98.18	\$2,454.54
15	Part No. 835727M91 Description: SPIDER	Part No.  Description:	6	EACH	\$	101.21	1.00	-0.10%	\$ 101.11	\$606.65
	Total Bid Cost								<b>→</b>	\$29,492.15

CONTRACT MANAGER:

Steven Basham

For Next Day Air Orders price plus 10% plus NDA charges

TELEPHONE NUMBER:

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