



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

State of West Virginia  
 Centralized Request for Quote  
 Equipment

11/16/21 12:03:23  
 WV Purchasing Division

|  |                            |   |                |
|--|----------------------------|---|----------------|
| <b>Proc Folder:</b> 956805   |                            | <b>Reason for Modification:</b>                 |                |
| <b>Doc Description:</b> ADDENDUM NO_1 HYUNDAI EQUIPMENT OEM OR EQUAL PARTS |                            | Addendum No_1<br>Vendor Questions and Responses |                |
| <b>Proc Type:</b> Central Master Agreement                                 |                            |   |                |
| <b>Date Issued</b>   | <b>Solicitation Closes</b> | <b>Solicitation No</b>                          | <b>Version</b> |
| 2021-11-09   | 2021-11-17 13:30           | CRFQ 0803 DOT2200000074                         | 2              |

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000204452  
**Vendor Name :** West Virginia Tractor Company  
**Address :** P.O. Box 473  
**Street :** 214 Virginia Street West  
**City :** Charleston  
**State :** WV **Country :** US **Zip :** 25322  
**Principal Contact :** Gary W. Grady  
**Vendor Contact Phone:** 304-346-5301 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor  
 Signature X

FEIN# 550621655

DATE 11-16-2021

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No-1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways to establish an open-end contract for Hyundai Equipment OEM or Equal Parts. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

| Line | Comm Ln Desc               | Qty     | Unit Issue | Unit Price | Total Price |
|------|----------------------------|---------|------------|------------|-------------|
| 1    | Heavy equipment components | 0.00000 | EA         |            |             |

| Comm Code | Manufacturer                   | Specification | Model #   |
|-----------|--------------------------------|---------------|-----------|
| 22101700  | Hyundai Construction Equipment |               | OEM Parts |

**Extended Description:**

Heavy equipment components

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                  | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1           | Tech Questions due by 10:00am | 2021-11-08        |

# SOLICITATION NUMBER: CRFQ DOT2200000074

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000074 ("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

### Additional Documentation:

Addendum – Vendor Questions and responses

Bid Opening remains 11/17/2021 at 1:30pm

### 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 1**

**CRFQ DOT2200000074**

**HYUNDAI OEM PARTS OR EQUAL**

- 1. Question:** We are now the Hyundai dealer for WV, could you please send me a list of parts you are needing & I will be glad to work you up some prices!

**Answer:** The current contract for Hyundai parts is valid through December 1, 2021. This solicitation is for a new contract with the West Virginia Department of Highways. A list of part numbers requested for quote are attached in bid documents as Exhibit A Pricing Page. Vendors are strongly advised to read the specifications supplied by Agency for detailed information as to Contract terms, conditions, pricing catalog, and delivery terms.

- 2. Question:** What type of equipment are you asking us to bid on?

**Answer:** Currently the Hyundai fleet consists of 1-1/2 CY End loader models HL740TM3 and HL740TM7. Model years consist of 1999 thru 2012.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2200000074**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

West Virginia Tractor Company

\_\_\_\_\_  
Company

  
Authorized Signature

November 16, 2021

\_\_\_\_\_  
Date

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

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: West Virginia Tractor Company Address: P.O. Box 473

Name of Authorized Agent: Gary Grady Address: Charleston, WV 25322

Contract Number: DOT22\*74 Contract Description: Hyundai Equipment Parts

Governmental agency awarding contract: WVDOT-Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Gary and Christine Grady  
Steven Basham  
Susan Martin

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

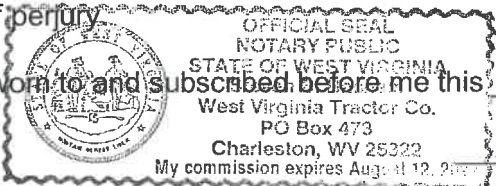
Signature:  Date Signed: November 16, 2021

**Notary Verification**

State of West Virginia, County of Kanawha

I, Gary W. Grady, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

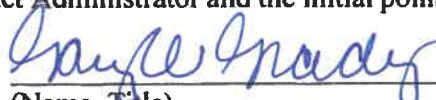
Taken, sworn to and subscribed before me this 16th day of November, 2021.



  
Notary Public's Signature

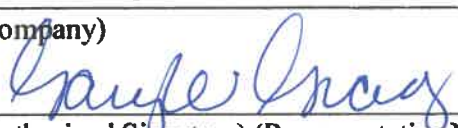
**To be completed by State Agency:**  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

**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.

 President  
\_\_\_\_\_  
(Name, Title)  
Gary W. Grady, President  
\_\_\_\_\_  
(Printed Name and Title)  
P.O. Box 473 Charleston, 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

West Virginia Tractor Company  
\_\_\_\_\_  
(Company)  
 President  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Gary W. Grady, President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
November 16, 2021  
\_\_\_\_\_  
(Date)  
304-346-5301 304-346-5305  
\_\_\_\_\_  
(Phone Number) (Fax Number)



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: West Virginia Tractor Company

Authorized Signature: *Gayle Brady* Date: November 16, 2021

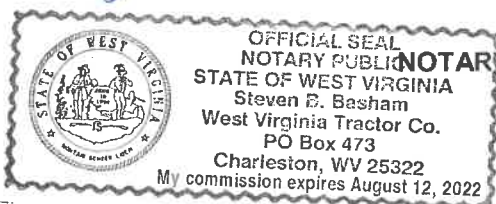
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of November, 2021.

My Commission expires August 12, 2022.

**AFFIX SEAL HERE**



*Steven B. Basham*

**REQUEST FOR QUOTATION**  
**Hyundai Equipment OEM or Equal Parts**

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**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.

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

**VENDOR: 00000204452** \_\_\_\_\_ **HYUNDAI OEM PARTS or EQUAL - Pricing Page**

**Discount Percentage\*\*** \_\_\_\_\_ -0.10% (Please enter as a negative. Example discount of 5% should be -5.0%)

**Markup Percentage\*\*** \_\_\_\_\_ 0.00%

| Item | 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 |
|------|--|------------------------------|-------------------------|---------------------------------|--------------------|----------------------------------|--------------------------------|---------------------|-----------------|
| 1    | Part No.<br><b>11LH-90090</b><br><br>Description:<br><b>Condenser/fan assembly</b> | Part No.<br><br>Description: | 6                       | EA                              | \$ 388.78          | 1.00                             | -0.10%                         | \$ 388.39           | \$388.39        |
| 2    | Part No.<br><b>ZTAM-00973</b><br><br>Description:<br><b>O-ring</b>                 | Part No.<br><br>Description: | 12                      | EA                              | \$ 126.45          | 1.00                             | -0.10%                         | \$ 126.32           | \$126.32        |
| 3    | Part No.<br><b>ZTAM-00211</b><br><br>Description:<br><b>Disc RH</b>                | Part No.<br><br>Description: | 5                       | EA                              | \$ 328.33          | 1.00                             | -0.10%                         | \$ 328.00           | \$328.00        |
| 4    | Part No.<br><b>11N6-08245</b><br><br>Description:<br><b>Rubber mount</b>           | Part No.<br><br>Description: | 8                       | EA                              | \$ 22.68           | 1.00                             | -0.10%                         | \$ 22.66            | \$22.66         |
| 5    | Part No.<br><b>XKDE-01495</b><br><br>Description:<br><b>Thermostat</b>             | Part No.<br><br>Description: | 4                       | EA                              | \$ 70.62           | 1.00                             | -0.10%                         | \$ 70.55            | \$70.55         |
| 6    | Part No.<br><b>11N6-24520-A</b><br><br>Description:<br><b>Primary Element</b>      | Part No.<br><br>Description: | 4                       | EA                              | \$ 40.37           | 1.00                             | -0.10%                         | \$ 40.33            | \$40.33         |
| 7    | Part No.<br><b>XKCP-00482</b><br><br>Description:<br><b>Bearing - Flange</b>       | Part No.<br><br>Description: | 6                       | EA                              | \$ 347.33          | 1.00                             | -0.10%                         | \$ 346.98           | \$346.98        |
| 8    | Part No.<br><b>71LD-72070</b><br><br>Description:<br><b>Fender Front LH</b>        | Part No.<br><br>Description: | 3                       | EA                              | \$ 1,167.32        | 1.00                             | -0.10%                         | \$ 1,166.15         | \$1,166.15      |

| Item                  | 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.<br><b>11NA-71070</b><br><br>Description:<br><b>Sensor</b>                  | Part No.<br><br>Description: | 6                       | EA                              | \$ 28.02           | 1.00                             | -0.10%                         | \$ 27.99            | \$27.99           |  |
| 10                    | Part No.<br><b>31LH-60071</b><br><br>Description:<br><b>Hydraulic Element</b>       | Part No.<br><br>Description: | 5                       | EA                              | \$ 77.48           | 1.00                             | -0.10%                         | \$ 77.40            | \$77.40           |  |
| 11                    | Part No.<br><b>S018-24280D</b><br><br>Description:<br><b>Bolt</b>                   | Part No.<br><br>Description: | 15                      | EA                              | \$ 63.29           | 1.00                             | -0.10%                         | \$ 63.23            | \$63.23           |  |
| 12                    | Part No.<br><b>61L3-0198</b><br><br>Description:<br><b>Plow Bolt</b>                | Part No.<br><br>Description: | 15                      | EA                              | \$ 7.22            | 1.00                             | -0.10%                         | \$ 7.21             | \$7.21            |  |
| 13                    | Part No.<br><b>41LG-10160</b><br><br>Description:<br><b>Pin</b>                     | Part No.<br><br>Description: | 8                       | EA                              | \$ 107.70          | 1.00                             | -0.10%                         | \$ 107.59           | \$107.59          |  |
| 14                    | Part No.<br><b>24L3-41300</b><br><br>Description:<br><b>Wiper Blade</b>             | Part No.<br><br>Description: | 7                       | EA                              | \$ 16.62           | 1.00                             | -0.10%                         | \$ 16.60            | \$16.60           |  |
| 15                    | Part No.<br><b>71LG-70033</b><br><br>Description:<br><b>Fender Assembly Rear LH</b> | Part No.<br><br>Description: | 3                       | EA                              | \$ 1,068.21        | 1.00                             | -0.10%                         | \$ 1,067.14         | \$1,067.14        |  |
| <b>Total Bid Cost</b> |   |                              |                         |                                 |                    |                                  |                                |                     | <b>\$3,856.56</b> |  |

CONTRACT MANAGER: Steven Basham For Next Day Air Orders price plus 20% plus next day air charges

TELEPHONE NUMBER: 304-346-5301

FAX NUMBER: 304-346-5305

E-MAIL ADDRESS: wvcage@aol.com

## 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.

**1. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

**8. Application is made for reciprocal preference.**

Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: West Virginia Tractor Company

Signed: 

Date: November 16, 2021

Title: President



# CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)  
01/04/2021

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).


|  |  |
|--|--|
| <b>PRODUCER</b><br>Sentry Insurance<br>1800 North Point Drive<br>Stevens Point, WI 54481 | <b>CONTACT NAME:</b> Sentry Customer Service   |
|  | <b>PHONE (A/C, No, Ext):</b> 800-473-6879 <b>FAX (A/C, No):</b> 800-514-7191<br><b>EMAIL ADDRESS:</b> businessproducts_direct@sentry.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
| <b>INSURER A :</b> Sentry Select Insurance Company                                       | <b>NAIC #</b><br>21180   |
| <b>INSURER B :</b>   |  |
| <b>INSURER C :</b>   |  |
| <b>INSURER D :</b>   |  |
| <b>INSURER E :</b>   |  |
| <b>INSURER F :</b>   |  |

**COVERAGES**      **PROD / CUSTOMER ID:**      **CERTIFICATE #:** 1311744      **REVISION #:**

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 INSRD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS  |            |          | A0053698001   | 04/01/2021              | 04/01/2022              | AUTO ONLY (Ea accident)      \$ 500,000   |
|          |   |            |          |               |                         |                         | OTHER THAN AUTO ONLY      EA ACCIDENT      \$ 500,000   |
|          |   |            |          |               |                         |                         | AGGREGATE      \$ 2,500,000   |
| A        | <b>GARAGE KEEPERS LIABILITY</b><br><input type="checkbox"/> LEGAL LIABILITY<br><input type="checkbox"/> DIRECT BASIS<br><input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS  |            |          | A0053698001   | 04/01/2021              | 04/01/2022              | <input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS      LOC      1      \$ 250,000   |
|          |   |            |          |               |                         |                         | <input checked="" type="checkbox"/> COLLISION      LOC      1      \$ 250,000   |
|          |   |            |          |               |                         |                         | LOC      \$   |
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |            |          | A0053698005   | 04/01/2021              | 04/01/2022              | EACH OCCURRENCE      \$ 500,000   |
|          |   |            |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 100,000   |
|          |   |            |          |               |                         |                         | MED EXP (Any one person)      \$ 5,000  |
|          |   |            |          |               |                         |                         | PERSONAL & ADV INJURY      \$ 500,000   |
|          |   |            |          |               |                         |                         | GENERAL AGGREGATE      \$ 1,500,000   |
|          |   |            |          |               |                         |                         | PRODUCTS - COMP/OP AGG      \$ 1,500,000  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$  |            |          | A0053698008   | 04/01/2021              | 04/01/2022              | EACH OCCURRENCE      \$ 2,000,000   |
|          |   |            |          |               |                         |                         | AGGREGATE      \$ 6,000,000   |
|          |   |            |          |               |                         |                         | PRODUCTS - COMP/OP AGG      \$ 6,000,000  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?      Y / N <input type="checkbox"/><br>(Mandatory in NH)<br>If yes, describe under REMARKS below  | N / A      |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT      \$<br>E.L. DISEASE - EA EMPLOYEE      \$<br>E.L. DISEASE - POLICY LIMIT      \$ |

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

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>WV DOH<br>83 Brushy Road Xing<br>PO Box 610<br>Buckhannon, WV 26201-0610 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



AGENCY CUSTOMER ID: XXXXXX1655

LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

|   |                           |   |  |
|---|---------------------------|---|--|
| <b>AGENCY</b><br>Melanie Rosenbaum                |                           | <b>NAMED INSURED</b><br>West Virginia Tractor Co. |  |
| <b>POLICY NUMBER</b><br>A0053698001               |                           |   |  |
| <b>CARRIER</b><br>Sentry Select Insurance Company | <b>NAIC CODE</b><br>21180 | <b>EFFECTIVE DATE:</b> 04/01/2021                 |  |

#### 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 CONTRACT 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)<br>Or Organization(s)   | Location(s) Of Covered Operations                       |
|--|---|
| WV DOH   | ALL LOCATIONS<br>Description:<br>SERVICE WORK PERFORMED |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

**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
2. 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:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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:

1. 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.



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.