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Header @ 5 General Information Contact Default Values Discount Document Information Clarification Request Procurement Folder: 1226802 S0 Doc Code: CRFQ Procurement Type: Central Master Agreement S0 Doc Dept: 0803 Vendor ID: 00000186229 S0 S0 Doc ID: DOT230000137	
General Information Contact Default Values Discount Document Information Clarification Request Procurement Folder: 1226802 SO Doc Code: CRFQ Procurement Type: Central Master Agreement SO Dept: 0803 Vendor ID: 00000186229 SO Doc ID: DOT2300000137	
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Procurement Type: Central Master Agreement SO Dept: 0803 Vendor ID: 00000186229 SO Doc ID: DOT2300000137	
Vendor ID: 000000186229	
Legal Name: CENTRAL MINE EQUIPMENT CO	
Close Date: 6/14/23	
Close Time: 13:30	
Response Date: 06/12/2023	
Response Time: 13:42	
Total of Header Attachments: 5	
Total of All Attachments: 5	
Last Name: GIACALONE	
Email: info@cmeco.com	
Phone: 1-800-325-8827	



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

State of West Virginia **Solicitation Response**

Proc Folder:	1226802	1226802					
Solicitation Description:	ADDENDUM NO_2 Skid Mounted Core Drill w/ trailer						
Proc Type:	Central Master Agreement						
Solicitation Closes		Solicitation Response	Version				
2023-06-14 13:30		SR 0803 ESR06122300000006261	1				

VENDOR					
000000186229 CENTRAL MINE EQUIP	MENT CO				
Solicitation Number: CRFQ 0803 DOT2300000137					
Total Bid:	594302.8399999999674037098884 Response Date:	2023-06-12	Response Time:	13:42:59	

Comments:

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor

Signature X

DATE

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

FEIN#

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Skid Mounted Core	Drill w/trailer	2.00000	EA	297151.420000	594302.84
Comm	Code	Manufacturer		Specifica	tion	Model #
201020	07					

Commodity Line Comments:

Extended Description:

Skid Mounted Core Drill w/trailer Model CME-45C or equal

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2300000137

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)

[X]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	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 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.

Central Mine Eq	uipment Company
16.	Company
F Cers	
• 2	Authorized Signature
6/12/23	
	Date

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

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Central Mine Equ	uipment Company	
Allers	Company	
	Authorized Signature	
6/12/23		

Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2023

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this	s certificate does not confer rights to	o the	certi	ficate holder in lieu of su	ich eno	dorsement(s)).	•		
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State requi A 30	RIPTION OF OPERATIONS / LOCATIONS / VEHICL e of West Virginia is included as Additio ired by written contract, agreement or p day notice of cancellation will be given a cancellation only applies to Genera	nal Ìr permi to th	nsure t and le nar	d(s) for General Liability ar subject to the provisions a ned Certificate Holder, for	nd Auto	mobile Liabili ations of the	ty with respect policy.	ct to work performed by th		
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						© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.

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VENDOR: Central Mine Equipment Co Class 642 Skid Mounted Core Drill

Item No.	Description:	Model & Part Number Being Bid	Estimated Unit Quantity	Unit Price	Item Total Cost			
1	CME-45C Model Skid-Mounted Drill Machine w/Trailer or equal	CME-45C	2	\$297,151.42	\$594,302.84			
	Total Bid Cost				\$594,302.84			
	Bid Will Be Awarded To The Lowest Overall Bid Total For All Items							
		١	/endor Informat	ion				
	Company Name: Central Mine E	quipment Company						
	Contact Manager: Rick Spillers, Sales Manager							
	Address: 4215 Rider Trail North, Earth City, MO 63045							
	Phone: 800-325-8827							
	Fax: 314-291-4880							
	E-mail: info@cmeco.com							
	Signature:							

SPECIFICATIONS

- 1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a CME-45C Track Mounted Drill Machine w/trailer or equal.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
 - **2.2** "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - **2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "WVDOH" means West Virginia Division of Highways.
 - 2.5 "hp" means Horsepower.
 - 2.6 "CME" means Central Mine Equipment.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 CME-45C Track Mounted Drill Machine with Trailer or equal.

3.1.1.1 The equipment proposed must be manufactured after Jan 2023 under standard production, being produced in quantity for national distribution. The manufacturer must have a minimum of three years production experience designing and manufacturing this type of equipment.

3.1.1.2 The drill, carrier body fabrication and its under carriage shall have been in production for at least two years and shall be manufactured by one supplier to insure one source parts responsibility.

- **3.1.1.3** Dealer or vendor modifications to a non-conforming model for the express purpose of meeting minimum specification requirements will not be acceptable. Parts and accessories shall be stocked and readily available from the successful vendor.
- **3.1.1.4** The drill unit shall be furnished with all standard equipment advertised whether or not specifically called for here, except where optional or conflicting equipment is specified.

3.1.2 Rotary Drive:

- **3.1.2.1** The drill transmission shall have a minimum of four speeds forward and one speed reverse.
- **3.1.2.2** The transmission shall be mounted stationary on the drill main base frame with a heaviest duty clutch immediately adjacent to the transmission power input.
- **3.1.2.3** The maximum drill spindle torque shall exceed 3,530 foot-pounds in first gear. Rotational speeds of the drill spindle shall range from a minimum of 100 RPM in first gear to more than 760 RPM in fourth gear at 2,500 engine RPM.
- **3.1.2.4** The output of the transmission shall power a single speed right angle drive. The right-angle drive output shall turn a drive shaft connected to the rotary box.
- 3.1.2.5 The rotary box shall be stationary with respect to the drive head travel.
- **3.1.2.6** The minimum rotary box chain size shall be double 80 series.
- **3.1.2.7** The rotary box shall turn a rotary drive bar that has a square cross section minimum of 1.75 inches a side and shall be made of heat-treated alloy steel.
- **3.1.2.8** The drill shall be equipped with a heavy-duty auger drive universal joint and 1-5/8th - inch hexagon drive socket.

3.1.3 Vertical Drive:

- **3.1.3.1** The vertical drive shall consist of two double-acting hydraulic feed cylinders with an overall stroke or travel of 68 inches minimum.
- **3.1.3.2** The vertical drive shall have a maximum downward thrust of 13,650 pounds minimum and an upward or retract force of 19,600 pounds minimum.
- **3.1.3.3** The feed cylinders shall have a minimum piston rod diameter of 1.375 inches.
- **3.1.3.4** Hydraulic gauges shall be provided on the control panel at the left rear of the drill to indicate in pounds per square inch the hydraulic feed pressure and system pressure.

REQUEST FOR QUOTATION (WVDOH CLASS 642) CME- 45C Model Skid-Mounted Drill Machine w/Trailer or equal

- **3.1.3.5** Hydraulic controls shall be furnished for varying the feed rate and down pressure. The maximum rate of feed shall not be less than 79 feet per minute down and 55 feet per minute up.
- **3.1.3.6** Vertical drive shall have two feed levers. One feed lever shall be spring return type permitting standard rates of feed and retract.
- **3.1.3.7** The first feed lever shall not be affected by the dial control settings used with the second feed lever.
- **3.1.3.8** The second feed lever shall have a detent position and be used for drilling when a controlled rate of feed is required.
- **3.1.3.9** Feed rate, once set, shall not be affected by changes in engine RPM nor by changes in formation resistance unless the adjusted down pressure setting is reached.
- **3.1.3.10** A feed rate control shall be furnished for changing the rate of feed and a pressure control shall be furnished for changing the maximum bit pressure.
- **3.1.3.11** The feed rate and pressure controls shall be operated by rotary type valves located on the front of the control panel within easy reach of the operator.

3.1.4: Drill Engine and accessories:

- **3.1.4.1** The Engine shall be a self-contained electric start, liquid-cooled, Industrial 4-cylinder turbocharged diesel engine, minimum of 170 cubic inch displacement and a minimum 65 gross intermittent horsepower Cummins or equal.
- 3.1.4.2 The engine shall meet U.S. EPA Tier 4 final (T-4f) emission certification.
- **3.1.4.3** The engine shall be equipped with an air cleaner, a governor and a replaceable full flow oil filter.
- **3.1.4.4** The unit shall have a 12-volt electric starting system consisting of a starter, alternator, battery and regulator.
- **3.1.4.5** The engine shall be equipped with intake air warmer system for cold weather starting aid and engine protection shutdown systems.
- **3.1.4.6** The unit shall have a keyed ignition switch on the drill control panel and an electronically controlled engine throttle.
- **3.1.4.7** The engine unit shall be equipped with a dry disc clutch 11- inches in diameter minimum and a transmission having four speeds forward and one reverse minimum.

3.1.4.8 The fuel tank shall have a minimum capacity of 25- gallons and shall have level indicator sights.

3.1.5: Upright Drill Frame w/Angle Hole Feature:

- **3.1.5.1** The upright drill frame shall be hydraulically actuated permitting 90° fold over. This shall be accomplished by two double-acting hydraulic cylinders. The drive train to the rotary shall not have to be disconnected when folding the upright drill frame over to a horizontal travel position.
- 3.1.5.2 The depth of the upright part of the base frame shall be a minimum 8-inches for rigidity.
- 3.1.5.3 The angle-hole feature shall be a direct coupled mechanical drive system.
- 3.1.5.4 The drill rig shall be capable of drilling holes from vertical down to horizontal.

3.1.6 Telescoping Braces:

3.1.6.1 Quick disconnect telescoping braces shall be provided for support of the upright drill frame in angle-hole positions to 30° from horizontal.

3.1.7 Auger and Rod guides for Angle Drilling:

3.1.7.1 Telescoping auger and rod guides shall extend from the bottom of the upright drill frame to stabilize augers and drill rods during angle drilling. Pins shall secure the telescoping guide supports in a stored position inside the upright drill frame members or at the desired amount of extension.

3.1.8 Hydraulic System:

- **3.1.8.1** Hydraulic system shall have an engine driven hydraulic pump run independently of the gear train with minimum capacities of 24.8 GPM at 2,000 PSI.
- **3.1.8.2** The hydraulic circuit shall be equipped with a full-flow replaceable element hydraulic oil filter in the high-pressure line from the pump.
- 3.1.8.3 A hydraulic oil cooler shall be furnished.
- **3.1.8.4** The hydraulic oil reservoir shall have adequate capacity and shall be equipped with level indicator sight eyes, a vented filler cap and a magnetic drain plug.
- **3.1.8.5** The hydraulic pumps shall be driven from a point in the line of power transmission so that hydraulic power will be available whenever the engine is running.

REQUEST FOR QUOTATION (WVDOH CLASS 642) CME- 45C Model Skid-Mounted Drill Machine w/Trailer or equal

3.1.9 Operators Control Panel:

3.1.10 The driller's control panel shall be mounted on the left rear of the drill and shall include the following instrumentation and controls:

- (a) Keyed ignition switch and starter switch.
- (b) Push-button emergency engine shut-off switch.
- (C) Electric engine throttle switch.
- (d) Transmission gear selector and lock-out clutch handle.
- (e) Engine ECM diagnostic module to monitor engine parameters (engine speed; engine oil pressure; engine coolant temperature; system voltage; machine hours). The diagnostic module shall be housed in a sealed enclosure with locking cover.
- (f) Hydraulic gauges for systems pressure and pull-down pressure.
- (g) Feed rate and feed pull-down pressure controls.
- (h) Feed and detented feed levers.
- (i) Hydraulic controls for all standard and provided optional components.

3.1.10 Safety and Emergency Shut-Down System:

- **3.1.10.1** Push-button emergency shut- off switches shall be located on the control panel and on the right side of the main drill frame.
- **3.1.10.2** Two emergency multi-directional wobble shut-off switches with extended levers shall be located near the bottom of and parallel to the feed cylinders.
- **3.1.10.3** One emergency multi-directional wobble shut-off switch shall be located above and parallel to the axis of the cathead.
- **3.1.10.4** When emergency shut-off switch is activated, a drive line brake shall engage to stop spindle rotation.
- **3.1.10.5** The emergency system shall also include a lock-out type clutch handle that positively locks the clutch handle in the down or disengaged position and an auxiliary spindle brake set valve.
- **3.1.10.6** The emergency system must have a neutral start switch that only allows the engine to start when the clutch is disengaged.
- **3.1.10.7** A mast-raising alarm shall be included to alert the drill crew to look for overhead obstructions.

3.1.11 Drill Mast:

- **3.1.11.1** The mast shall be secured by bolts to the upright drill frame and shall be removable from the drill when not needed.
- **3.1.11.2** The mast in a vertical position, the sheaves shall be a minimum of 18-feet from the base of the drill main frame.
- **3.1.11.3** The Mast shall have pairs of 8- inch diameter sheaves aligned with the rope or wire rope they carry.
- **3.1.12.4** The mast shall have a minimum of (2) two hydraulic cylinders that will raise and lower the upright drill frame and mast.

3.1.12 Draw Works:

- **3.1.12.1** The draw works shall include two hydraulic hoists and a hydraulic wireline hoist.
- **3.1.12.2** The first hydraulic hoist shall have a maximum pulling capacity of not less than 5,000 pounds.
- **3.1.12.3** Maximum line speed shall be not less than 50 feet per minute. One hydraulic lever shall be furnished for controlling hoisting or lowering and rotation speed.
- 3.1.12.4 The hoist shall include 3/8-inch diameter wire rope and a safety Shur-Lok hook.
- **3.1.12.5** The second hydraulic hoist shall have a maximum pulling capacity of not less than 1,800 pounds.
- **3.1.12.6** Maximum line speed shall be not less than 200 feet per minute. One hydraulic lever shall be furnished for controlling hoisting or lowering and rotation speed.
- **3.1.12.7** The hoist shall include 3/8-inch diameter wire rope and a safety Shur-Lok hook or equal.
- **3.1.12.8** The hydraulic wireline hoist shall have a maximum pulling capacity of not less than 1,800 pounds.
- **3.1.12.9** Maximum line speed shall be not less than 200 feet per minute. One hydraulic lever shall be furnished for controlling hoisting or lowering and rotation speed.
- **3.1.12.10** The hoist shall be capable of holding up to 900 feet of 3/16 inch diameter wireline cable. The wireline hoist shall be provided with 300-feet of 3/16th wireline cable.

3.1.13 Sliding Base In-Out and Sideways and Steel Skid:

- **3.1.13.1** A sliding base shall be furnished for moving the drill in and out so that the drill spindle can be positioned to facilitate alignment of augers and drill rods and to provide clearance from the hole for handling augers, casing and other down-hole tools. With the slide base extended, the center of the auger drive shall be at least 15 inches minimum from the rear of the carrier.
- **3.1.13.2** The in-out slide base shall have at least 15 inches of travel and shall be hydraulically operated. The in-out slide base shall have a replaceable nylatron (or equal) wear plate between the metal slide surfaces.
- **3.1.13.3** A sliding base shall be furnished for moving the drill to either side so that the drill spindle can be positioned to facilitate alignment of augers and drill rods when starting or drilling a hole.
- **3.1.13.4** The sideways slide base shall be 8-inches minimum of travel at the spindle when the base frame is fully slid out and shall be hydraulically operated.
- **3.1.13.5** The sideways slide base shall have nylatron (or equal) wear plate between the metal slide surface.
- **3.1.13.6** The drill shall be mounted om a steel skid with widely spaced sled-type runners. Skids shall be sized correctly for the drill and trailer but not exceed 121 inches and a width not to exceed 68 inches.

3.1.14 Standpipe with Hose to Control Panel:

3.1.14.1 A 1-1/2-inch diameter minimum standpipe shall be mounted on the upright drill frame and connected by a 1-1/2- inch minimum high-pressure hose to the mud pump output at the control panel. A 1-1/2- inch minimum high-pressure hose shall connect the standpipe to the water swivel.

3.1.15 Water Swivel:

3.1.15.1 A side-feed type water swivel shall be provided having 1-5/8-inch minimum hex connection on top and AW drill rod box connection on bottom.

3.1.16 Hydraulic Hammer:

3.1.16.1 A hydraulic hammer system shall be furnished that will lift a 140-pound drive weight 30 inches and completely release the weight for a 30-inch free fall. No rope or cable shall be attached to the weight that might impede free fall. The system shall have a minimum rate of at least 50 blows per minute. The hammer shall be pre-set at the factory for a consistent weight fall height through the use of adjustable priority hydraulic control valves. Once the valves are set, the fall height of the hammer weight shall not be affected by engine throttle adjustments. The fall height shall have a tolerance of plus or minus ½ inch. A method for visual verification of the fall

height of the weight while the hammer is in operation shall be provided. The hammer shall be mounted on one single-acting hydraulic cylinder which is dedicated to the operation of the hammer device and shall be attached to the upright drill frame opposite of the control panel. The hammer device shall be hydraulically raised or lowered by this hydraulic cylinder through 60 inches of vertical travel. A 140-pound drive weight shall be furnished. A safety feature shall be furnished that will prevent the hammer from operating if the anvil is not in place.

3.1.17 Hydraulic Rod Holder and Breakout Device

3.1.17.1 A hydraulic rod holder having two opposed hydraulic cylinders that clamp up to 4.5-inch OD drill rod or pipe between two replaceable jaws shall be furnished.

3.1.18 Mud Pump/Water Pump Controls and Assembly:

- **3.1.18.1** Hydraulic plumbing, including a pump speed control valve, shall be provided.
- **3.1.18.2** The mud or water pump shall be a positive displacement triplex piston type (FMC Bean L0918, 420 or equal) and shall have an infinitely adjustable pump output of 0 to 25 gallons per minute and a maximum pressure of 500 PSI. Pump output shall not be affected by changes in engine RPM.
- 3.1.18.3 The assemble shall include a pressure gauge, pressure relief valve, a 1 ½-inch minimum pressure port with hose to control panel, service tee with 1-inch minimum bypass valve at operators' panel and 2-inch minimum suction port. Provisions shall be made for drainage of the mud pump and lines.

3.1.19 Hydraulic leveling Jacks:

3.1.19.4 Shall have completed Hydraulic leveling Jack System for a CME-45C or equal with controls mounted at operators' station.

3.1.20 Carrier Body:

3.1.20.1 The carrier deck shall be constructed of steel members and safety tread plate.

3.1.20.2 Deck plating shall be provided over the tracks. The carrier shall be undercoated below the deck.

3.1.20.3 The platform shall be furnished with the following features:

A. A 3.8 ft^3 toolbox on the left side of the carrier above the deck with a single folddown lockable door.

B. A second 3.8 ft^3 toolbox on the left side of the carrier above the toolbox listed in section (a). The toolbox shall have one lockable door.

C. A third 3.1 ft^3 toolbox shall be mounted on the right side of the carrier. A single swing-out lockable door shall be provided.

D. An above deck drill rod storage for 10-foot drill rods on the right side.

E. An auger storage area for at least 105 feet of 4.25-inch ID hollow-stem augers on the front of the carrier.

3.1.21 Carrier Winch and Skid Winch:

- **3.1.21.1**Carrier winch shall be 12,000lb. minimum 2-speed hydraulically driven with wireless remote control.
- 3.1.21.2 Winch line speed shall have a maximum of 45-foot per. minute.
- **3.1.21.3** Winch shall include 100-feet minimum of 9/16th wire rope with safety hooks and front roller guides.
- 3.1.21.4 Winch hydraulic system shall operate independently of track drive system.
- **3.1.21.5** Skid winch shall be a minimum 12,000 pound capacity for pulling the skid mounted drill Single hydraulic lever shall control rotation direction and speed.
- **3.1.21.6** Skid winch shall be powered by a hydraulic motor operated by the drill hydraulic system and have a maximum line speed of 95 feet per minute and be loaded with 100 feet of 1/2 wire rope with safety hook and roller guides.

3.1.22 Transport Trailer:

- **3.1.22.1** Brooks Brothers Trailer, Model OW-182-10KE, 18,500# payload, 23,500# GVW or equal and including the following:
 - A. 18-foot flat deck, 100" wide
 - **B.** 33-1/2" deck height

C. 60" standard beavertail, 10-degree load angle

- D.60" self-supporting, self-cleaning, spring-assisted ramps
- E. Tandem 10,000# Dexter axles with 5 leaf suspension
- **F.6.00** x 16 wheels

G.ST235/80R16E tires

- H. Spare tire and wheel, mounted
- I. Electric brakes on all wheels
- **J.** 6-position adjustable pintle hitch

REQUEST FOR QUOTATION (WVDOH CLASS 642) CME- 45C Model Skid-Mounted Drill Machine w/Trailer or equal

K.12" x 16# wide flange beam frame

L.1-1/2" wood deck

M. Stake pockets

N. Two-speed 25,000 lb. dropleg jack

O. Rubber-mounted lights

P. Rust preventative primer

Q. Acrylic paint

R. Tie-down loops

S. Tongue mounted toolbox

T. Tie-down chains and binders

U. Safety chains

V. Registration holder

W. Painted standard white

3.1.23 Tooling:

3.1.23.1 N W/L Wireline drill rod 5' HT Quantity 20.

3.1.23.2 Core Barrel assembly N w/L2 5' solid Quantity 1.

3.1.23.3 Overshot assembly N W/L short 4" Quantity 1.

3.1.23.4 Sub AW Pin to N W/L pin bored Quantity 2.

3.1.23.5 Drive Cap 3.25" HD 1 5/8 Hex Quantity 1.

3.1.23.6 Hollow stem auger 3.25" HD 5' Quantity 10.

3.1.23.7 HSA head 3.25-S" HD Quantity 1.

3.1.23.8 Rod to cap adapter 3.25" AW rod Quantity 1.

3.1.23.9 Drive cap bolt W/nut 3.25" Quantity 1.

3.1.23.10 Hollow auger 2-hole 3.25" HD 2' Quantity 1.

3.1.23.11 Water swivel SF 1 5/8 Hex AW box Quantity 1.

REQUEST FOR QUOTATION (WVDOH CLASS 642) CME- 45C Model Skid-Mounted Drill Machine w/Trailer or equal

3.1.24 PAINT

3.1.24.1 The shall be painted white.

3.1.25 Warranty

3.1.25.1 Unit bid shall have manufacturers standard warranty

3.1.26 Operating and Service Manuals and Parts Lists:

3.1.26.1 An operator's manual must be included with each unit upon delivery. A "line sheet" (if applicable) and the "Equipment Preventative Maintenance Questionnaire", (Exhibit "B") <u>must be with pilot unit upon delivery, Attn: JD Haller.</u> There must be 12 service/shop/maintenance manuals and 14 parts manuals; USB storage drive is preferred in lieu of parts manuals. Manuals and USB storage drive shall be delivered upon completion of delivery of total units. Failure to do so will delay payment.

3.1.27 Training:

3.1.27.1 Manufacturers and/or dealers will be required to stage a thorough seminar about Preventative Maintenance, Operator, and Mechanic training. To keep operators and mechanics updated, the successful vendor shall conduct a training session covering the operation, maintenance, troubleshooting with unit being purchased.

3.1.28 Preventative Maintenance & Operator Procedures:

3.1.28.1 Manufacturers and/or dealers will be required to submit to the Equipment Division, in addition to the operating and service manuals, booklets and pamphlets explaining the Preventative Maintenance and Operator Procedures to be used by the operators of this equipment, and must include such things as daily prestart inspection procedure, service schedule, and routine maintenance required, safety precautions, etc. The successful vendor shall furnish all training aids; i.e. videos, projectors as required in conducting the training.

4 CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) by completing the Year, Make, Model, and inserting quoted unit price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and purchase volume. The purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Page through WV OASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.w.Estep@wv.gov.

5 PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

- 6.1 Delivery Time: A completed pilot model for inspection must be provided within 200 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 200 working days after orders are received. Working day is defined as any week day, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- **6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Condition of Unit(s) Upon Delivery: All units must arrive at the prescribed delivery point having been completely pre-serviced with oil, lubricants, and coolant. All prescribed precautions pertaining to first operations and break- in of the unit are to be posted conspicuously on the unit for ready observance by the operator.
- 6.5 Delivery Point: Delivery point of the completed representative unit will be the WVDOH, Equipment Division, Rt. 33 and Brushy Fork Road, Buckhannon, WV 26201.

7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 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.
- **8.2 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.
- **8.3 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:	Rick Spillers
Telephone Number:	800-325-8827
Fax Number:	314-291-4880
Email Address:	info@cmeco.com

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "**Agencies**" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "**Vendors**" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of <u>One (1) year</u> _______. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _______), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Alternate Renewal Term – This contract may be renewed for

successive ______ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ______ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ______ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ______), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Nendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

Π

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000,00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000,00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _______per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.

Cyber Liability Insurance in an amount of: ______ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: ______ per occurrence.

Aircraft Liability in an amount of: ______ per occurrence.

Revised 11/1/2022

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. Revised 11/1/2022 **35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

 \checkmark Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.division@wv.gov.</u>

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - The cost for each contract item used does not exceed one tenth of one percent

 (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00),
 whichever is greater. For the purposes of this section, the cost is the value of the
 steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____ Rick Spillers, Sales Manager
 (Address) _____ 4215 Rider Trail North, Earth City, MO 63045

(Phone Number) / (Fax Number) Phone 800-325-8827 / Fax 314-291-4880

(Email address) _____info@cmeco.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Central Mine Equipment Company (Company) (Signature of Authorized Representative) Rick Spillers, Sales Manager (Printed Name and Title of Authorized Representative) (Date) Phone 800-325-8827 / Fax 314-291-4880 (Phone Number) (Fax Number) info@cmeco.com (Email Address)



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

Proc Folder:	1226802		Reason for Modification:
Doc Description:	Skid Mounted Core Drill w/tr	ailer	
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-05-18	2023-06-14 13:30	CRFQ 0803 DOT2300000137	1

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

VENDOR						
Vendor Customer Code:	000000186229					
Vendor Name :	Central Mine Equi	pment Comp	bany			
Address :	4215 Rider Trail N	orth				
Street :						
City :	Earth City					
State :	MO	Country :	USA		Zip :	63045
Principal Contact :	Rick Spillers					
Vendor Contact Phone:	800-325-8827		Extension:	236		

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov

es

Vendor Signature X

FEIN# 43-0211000

DATE 6/12/23

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a CME-45C Track Mounted Drill Machine w/trailer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOIC	ЕТО	SHIP TO			
DIVISIO	N OF HIGHWAYS	DIVISION	N OF HIGHWAYS		
EQUIPN	IENT DIVISION RT 33	EQUIPMENT DIVISION			
	SHY ROAD ING, PO BOX 610	83 BRUS CROSSII	SHY FORK RD NG		
BUCKH.	ANNON WV	BUCKHA	NNON	WV	
US		US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Skid Mounted Core Drill w/trailer	2.00000	EA	\$297,151.42	\$594,302.84

Comm Code	Manufacturer	Specification	Model #	
20102007	Central Mine Equipment Company		CME-45C	

Extended Description:

Skid Mounted Core Drill w/trailer Model CME-45C or equal

SCHEDUL	SCHEDULE OF EVENTS			
Line	<u>Event</u>	Event Date		
1	Pre-Bid 10:00am Equip Division	2023-06-01		
2	Tech Questions due by 10:00am	2023-06-08		

	Document Phase	Document Description	Page 3
DOT2300000137	Final	Skid Mounted Core Drill w/trailer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder:	1226802	Reason for Modification:	
Doc Description:			ADDENDUM NO_1 Attach Pre-Bid Sign-In Sheets
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-01	2023-06-14 13:30	CRFQ 0803 DOT2300000137	2
BID RECEIVING LO	OCATION		
BID CLERK			
DEPARTMENT OF	ADMINISTRATION		
PURCHASING DIV	ISION		
2019 WASHINGTO	N ST E		
CHARLESTON	WV 25305		
US			

•			0

VENDOR						
Vendor Customer Code:	000000186229					
Vendor Name :	Central Mine Equip	nent Compa	ny			
Address :	4215 Rider Trail Nor	th				
Street :						
City :	Earth City					
State :	МО	Country :	USA		Zip :	63045
Principal Contact :	Rick Spillers					
Vendor Contact Phone:	800-325-8827		Extension:	236		

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor es Signature X

FEIN# 43-0211000

DATE 6/12/23

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 the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a CME-45C Track Mounted Drill Machine w/trailer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO)		
DIVISION OF H	IGHWAYS	DIVISIO	N OF HIGHWAYS		
EQUIPMENT DI	IVISION RT 33	EQUIPM	IENT DIVISION		
83 BRUSHY RC CROSSING, PC		83 BRUS CROSSI	SHY FORK RD NG		
BUCKHANNON	WV	BUCKHA	ANNON	WV	
US		US			
Line Com	nm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 Skid	Mounted Core Drill w/trailer	2.00000	EA	\$297,151.42	\$594,302.84
Comm Code	Manufacturer	Specifica	tion	Model #	
20102007	Central Mine Equipment Company			CME-45C	

Extended Description:

Skid Mounted Core Drill w/trailer Model CME-45C or equal

SCHEDULE C	SCHEDULE OF EVENTS				
Line	<u>Event</u>	Event Date			
1	Pre-Bid 10:00am Equip Division	2023-06-01			
2	Tech Questions due by 10:00am	2023-06-08			

	Document Phase	Document Description	Page 3
DOT2300000137		ADDENDUM NO_1 Skid Mounted Core Drill w/ trailer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder:	1226802	Reason for Modification:	
Doc Description:	ADDENDUM NO_2 Skid Mo	ADDENDUM NO_2 Vendor Questions and Responses	
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-09	2023-06-14 13:30	CRFQ 0803 DOT2300000137	3
	,		-
BID RECEIVING L	OCATION		
BID CLERK			

DID CLEINK					
DEPARTMENT O	DEPARTMENT OF ADMINISTRATION				
PURCHASING DI	VISION				
2019 WASHINGTON ST E					
CHARLESTON	WV	25305			
US					

VENDOR	

VENDOR						
Vendor Customer Code:	000000186229					
Vendor Name :	Central Mine Equ	ipment Com	ipany			
Address :	4215 Rider Trail	North				
Street :						
City :	Earth City					
State :	MO	Country :	USA		Zip :	63045
Principal Contact :	Rick Spillers					
Vendor Contact Phone:	800-325-8827		Extension:	236		

FOR INFORMATION CONTACT THE BUYER John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor Signature X

es

FEIN# 43-0211000

DATE 6/12/23

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

ADDITIONAL INFORMATION

ADDENDUM NO_2

Addendum No_2 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 the West Virginia Division of Highways, Department of Transportation to establish an open-end contract for a CME-45C Track Mounted Drill Machine w/trailer or equal. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO			
DIVISION OF HI	IGHWAYS	DIVISION O	F HIGHWAYS		
EQUIPMENT DI	VISION RT 33	EQUIPMEN	T DIVISION		
83 BRUSHY RO CROSSING, PO	=	83 BRUSHY CROSSING	-		
BUCKHANNON	WV	BUCKHANN	ION	WV	
US		US			
Line Com	ım Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 Skid	Mounted Core Drill w/trailer	2.00000	EA	\$297,151.42	\$594,302.84
Comm Code	Manufacturer	Specification	n	Model #	
20102007	Central Mine Equipment Company	/		CME-45C	

Extended Description:

Skid Mounted Core Drill w/trailer Model CME-45C or equal

SCHEDULE OF EVENTS				
<u>Line</u>	<u>Event</u>	Event Date		
1	Pre-Bid 10:00am Equip Division	2023-06-01		
2	Tech Questions due by 10:00am	2023-06-08		

	Document Phase	Document Description	Page 3
DOT2300000137		ADDENDUM NO_2 Skid Mounted Core Drill w/ trailer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions