



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

State of West Virginia
Request for Quotation
13 - Equipment

Proc Folder: 621701

Doc Description: ADDENDUM 1 TRACK MOUNTED DRILL MACHINE W/TRAILER (7020EC04)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-09-30	2019-10-10 13:30:00	CRFQ 0803 DOT2000000031	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Central Mine Equipment Company
4215 Rider Trail North
Earth City, MO 63045
800-325-8827

RECEIVED

2019 OCT -3 AM 9:41

WV PURCHASING
DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Signature X

FEIN # 43-0211000

DATE 10/1/19

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TRACK MOUNTED DRILL MACHINE WITH TRAILER PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	DIVISION OF HIGHWAYS EQUIPMENT DIVISION 83 BRUSHY FORK RD CROSSING BUCKHANNON WV 26201 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TRACK MOUNTED DRILL MACHINE W/TRAILER	5.00000	EA	\$303,480.00	\$1,517,400.00

Comm Code	Manufacturer	Specification	Model #
20102007	Central Mine Equipment Company		CME-45C/300

Extended Description :

TRACK MOUNTED DRILL MACHINE WITH TRAILER

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2019-09-24
2	VENDOR QUESTION DEADLINE	2019-09-27

SOLICITATION NUMBER: CRFQ DOT2000000031

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To publish the pre-bid meeting sign-in sheets

No other changes

Bid opening remains October 10, 2019 at 1:30 PM

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM 1

CRFQ 0803 DOT200000031

CLASS 642 TRACK MOUNTED DRILL MACHINE W/TRAILER

The original language in contract will be listed first with question and answer to follow below.

1. **3.1.4.7** The engine unit shall be equipped with a dry disc clutch 13-inches in diameter minimum and a transmission having four speeds forward and one reverse minimum.

Question : The dry disc clutch will be 11-inches in diameter which is standard equipment with the current design if the CME-45C/300 track mounted drill machine.

Answer: will accept

2. **3.1.21.2** Winch line speed shall have a maximum of 45-foot per minute.

Question: The carrier winch line speed will be at least 24 feet per minute.

Answer: will accept

3. **6.1 Delivery Time:** A completed pilot model for inspection must be provided within 120 working day(s) after receipt of the pilot model order, by the successful vendor. Vendor shall deliver standard orders within 180 working days after orders are received Working day is defined as any weekday, Monday thru Friday, excluding Federal and State Holidays. Vendor shall ship all orders until a minimum delivery quantity is met.

Question : A new pilot model CME-45C/300 track mounted drill machine can be completed within 220 working days after receipt of purchase order. Beyond the pilot model standard model orders would be delivered within 252 working days after receipt of purchase orders.

Answer: will change to 220 on pilot and 252 on standard orders.

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: CRFQ 0803 DOT2000000031

Date: 9/24/19

Project Description: Track mounted Drill machine w/Trailer

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: Central Mine Equipment
Firm Address: 4215 Rider Trail North
Earth City Mo 63045

Representative Attending: Rick Hutchings
Phone Number: 800-325-8827
Fax Number: 314-291-4580
Email Address: hutchings@cmeca.com

Firm Name: _____
Firm Address: _____

Representative Attending: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

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Firm Name:	
Firm Address:	<u>Pam Hall</u>
Representative Attending:	<u>WVDOH</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>JD Haller</u>
Representative Attending:	<u>WVDOH</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>Tina Lewis</u>
Representative Attending:	<u>WVDOH</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	<u>TOD Campbell</u>
Representative Attending:	<u>WVDOH</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



CENTRAL MINE EQUIPMENT COMPANY

4215 Rider Trail North, Earth City (St. Louis), MO 63045

Ph: 314-291-7700 800-325-8827 Fax: 314-291-4880

E-mail: info@cmeco.com Website: www.cmeco.com

• auger-core-rotary drills • off road carriers
• auger, soil sampling and rock coring systems •
drilling supplies • monitoring well products • bentonite and polymers

Rick Hutchings
Field Representative

Cell: 618-407-0239
email: hutchings@cmeco.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000031

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.

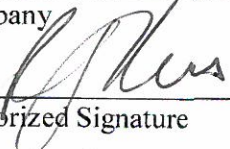
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ 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 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 Equipment Company
Company


Authorized Signature

10/1/19
Date

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



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800-325-8827

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN # 43-0211000

DATE

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DOT2000000031	Document Phase Final	Document Description TRACK MOUNTED DRILL MACHINE W/TRAILER (7020EC04)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A MANDATORY PRE-BID meeting will be held at the following place and time:

Date and Time: September 24, 2019 at 10:00 AM EST

Location:

1900 Kanawha Blvd E.

Building 5

Conference Room 148

Charleston, WV 25305

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 27, 2019 at 10:00 AM EST**

Submit Questions to: **Crystal Hustead**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Crystal.G.Hustead@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ DOT2000000031

BID OPENING DATE: October 10, 2019

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 10, 2019 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. 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)

☐ **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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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 prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 and must include the State as an additional insured on each policy 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000-See Below per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 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.

☒ *****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to 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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

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

☒ 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 purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 08/15/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

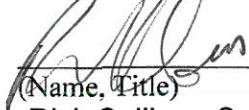
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

 - Sales Manager
(Name, Title)
Rick Spillers, Sales Manager
(Printed Name and Title)
4215 Rider Trail North, Earth City, MO 63045
(Address)
800-325-8827 / 314-291-4880
(Phone Number) / (Fax Number)
spillers@cmeco.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.

Central Mine Equipment Company
(Company)
 - Sales Manager
(Authorized Signature) (Representative Name, Title)

Rick Spillers, Sales Manager
(Printed Name and Title of Authorized Representative)

10/1/19
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000031

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.

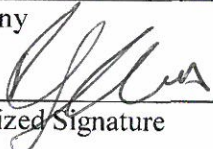
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| ☒ 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 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 Equipment Company
Company


Authorized Signature

10/1/19
Date

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

REQUEST FOR QUOTATION
CRFQ DOT2000000031
(WVDOH CLASS 642) Track-Mounted Drill Machine with Trailer (7020EC04)

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 aCME-45C/300 Track Mounted Drill Machine with 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/300 Track Mounted Drill Machine with Trailer or Equal.**
 - 3.1.1.1 The equipment proposed must be a current model 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.

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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 Track Carrier and Rotary Drive:

3.1.2.1 Tracks shall be driven by individual high efficiency two-speed axial piston swashplate hydraulic motors coupled to heavy-duty direct drive planetaries.

3.1.2.2 Brakes shall be coupled to the planetaries that are static parking type, spring applied pressure released.

3.1.2.3 Steel drive sprockets shall be furnished for driving the tracks on carrier
Two 450 mm (17.72 inch) minimum width tracks shall be furnished that are made of steel core reinforced rubber with embedded metal grousers. It shall be possible to change to 320 mm (12.6 inch) wide tracks without modification to the carrier.

3.1.2.4 The Carrier suspension shall be a walking beam design with three sets of walking beams on each side.

3.1.2.5 The Carrier shall have a minimum of twenty-eight 6.75-inch diameter track rollers. Each roller shall have sealed heavy duty bearing and separate external exclusion seals.

3.1.2.6 The tracks shall be adjusted for tension and supported at the front by steel idler sprockets. Track tension and shock cushioning shall be controlled automatically by the hydraulic system and gas filled accumulators.

3.1.2.7 The underside of the carrier shall be protected by a belly pan with removable sections.

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- 3.1.2.8** The steering, engine throttle, two-speed track drive, and front carrier winch shall be controlled by a wireless radio control. A manual back-up system shall be provided on the carrier. The radio controller shall have adequate safeguards to prevent other radio frequencies from engaging movement of the carrier.
- 3.1.2.9** The carrier shall have a maximum tractive effort of not less than 11,100 pounds. Ground contact pressure (less tools) at 6 inches of penetration shall not exceed 3.9 pounds/inch².
- 3.1.2.10** Carrier weight distribution shall be such that the ground contact pressure is equal on the front and rear of the tracks.
- 3.1.2.11** Carrier shall have a minimum of (4) four 6-1/2- ton mounted anchor shackles.
- 3.1.2.12** The minimum section modulus of the frame shall be 14.3-inch.
- 3.1.2.13** The machine shall be able to negotiate a 46-percent grade on a straight-ahead climb. The machine shall be able to negotiate a 36 percent grade on a side hill traverse. (p) the machine shall be able to attain "0" turning radius.
- 3.1.2.14** Speed of the carrier shall range from 0 to 1.4 MPH in low range and 0 to 2.3 MPH in high range.
- 3.1.2.15** The carrier shall be rustproof undercoated beneath the platform and all nonpainted areas of the carrier frame.
- 3.1.2.16** The drill transmission shall have a minimum of four speeds forward and one speed reverse.
- 3.1.2.17** The transmission shall be mounted stationary on the drill main base frame with a heavy-duty clutch immediately adjacent to the transmission power input.
- 3.1.2.18** 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

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100 RPM in first gear to more than 760 RPM in fourth gear at 2,500 engine RPM.

3.1.2.19 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.

3.1.2.20 The rotary box shall be stationary with respect to the drive head travel.

3.1.2.21 The minimum rotary box chain size shall be double 80 series.

3.1.2.22 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.

3.1.2.23 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.

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.

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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 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.

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3.1.4.7 The engine unit shall be equipped with a dry disc clutch 13- 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 triple hydraulic pump run independently of the gear train with minimum capacities of 13.6 GPM, 13.6 GPM, and 8.7 GPM respectively at 2,000 PSI.

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3.1.8.2 The 8.7 GPM pump circuit shall be dedicated to the front carrier winch.

3.1.8.3 The hydraulic system shall be equipped with a full-flow replaceable element hydraulic oil filter in the low pressure return line.

3.1.8.4 The hydraulic pump shall be capable of delivering 2.40 GPM maximum at 2,000 PSI shall be dedicated to the accumulator charging valve circuit.

3.1.8.5 The hydraulic circuit shall be equipped with a full-flow replaceable element hydraulic oil filter in the high-pressure line from the pump.

3.1.8.6 A hydraulic oil cooler shall be furnished.

3.1.8.7 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.

3.1.8.8 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.

3.1.9 Operators Control Panel:

3.1.9.1 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.

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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.
- 3.1.11.4** The mast shall have a minimum of (2) two hydraulic cylinders that will raise and lower the upright drill frame and mast.

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3.1.12 Draw Works:

- 3.1.12.1** The draw works shall include a cathead, two hydraulic hoists and a hydraulic wireline hoist.
- 3.1.12.2** The cathead shall be hydraulically powered and have a pulling capacity of not less than 1,370 pounds.
- 3.1.12.3** The cathead shall be located at the right rear corner of the drill at right angles to the long axis of the drill frame.
- 3.1.12.4** The diameter of the drum shall be minimum 8-inches and the length 7.5 inches. Maximum peripheral speed minimum 710 feet per minute.
- 3.1.12.5** The first hydraulic hoist shall have a maximum pulling capacity of not less than 5,000 pounds.
- 3.1.12.6** 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.
- 3.1.12.7** The hoist shall include 3/8-inch diameter wire rope and a safety Shur-Lok hook.
- 3.1.12.8** The second hydraulic 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 include 3/8-inch diameter wire rope and a safety Shur-Lok hook or equal.
- 3.1.12.11** The hydraulic wireline hoist shall have a maximum pulling capacity of not less than 1,800 pounds.
- 3.1.12.12** 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.

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3.1.12.13 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 200-feet of 3/16th wireline cable.

3.1.13 Sliding Base In-Out and Sideways:

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.

3.1.14 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.

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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. Power for the mud.

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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:

3.1.19.1 Shall have completed Hydraulic leveling Jack System for a CME-45C/300 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 ft³ toolbox on the left side of the carrier above the deck with a single fold-down lockable door.

B. A second 3.8 ft³ 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 ft³ 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:

3.1.21.1 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.

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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.

3.1.22 Transport Trailer:

3.1.22.1 Brooks Brothers Trailer, Model OW-232-10KE, 18,500# payload, 23,500# GVW or equal and including the following:

- A. 23-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
- K. 12" x 16# wide flange beam frame
- L. 1-1/2" wood deck
- M. Stake pockets
- N. Two-speed 25,000 lb. drop-leg jack
- O. Rubber-mounted lights
- P. Rust preventative primer
- Q. Acrylic paint

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- R. Tie-down loops
- S. Tongue mounted toolbox
- T. Tie-down chains and binders
- U. Safety chains
- V. Registration holder
- W. Painted standard white

3.2 MISCELLANEOUS:

3.2.1 Representative Unit for Test:

- 3.2.1.1** The successful vendor must (if specified) provide the DOH one (1) completed represented unit to be observed and evaluated on each order to ensure compliance with specification. If requested, the time period for testing and evaluation shall be seven (7) working days following receipt of the unit. DOH will incur no obligation for deterioration of surfaces, finishes, seals, and mechanical or electrical parts on the unit resulting from operation and testing within the limits of these specifications; nor will DOH incur obligation for damage to the unit resulting from failure to meet specifications when due care and attention is given by DOH and testing is done within the limits of these specifications. Failure of the pilot unit to satisfactorily meet specifications as bid may be cause for cancellation of the purchase order and return of the delivered unit along with all associated equipment to the vendor at the vendor's expense.

3.2.2 Operating and Service Manuals and Parts Lists:

- 3.2.2.1** 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") must be with pilot unit upon delivery, Attn: Todd Campbell. 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.

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3.2.3 Training:

- 3.2.3.1** Manufacturers and/or dealers will be required to stage a thorough seminar on the subjects of Preventative Maintenance, Operator, and Mechanic Training. In order to keep operators and mechanics updated, the successful vendor shall conduct training sessions covering the operation, maintenance, trouble-shooting with each purchase order against this open-end contract.

Manufacturers and/or dealers shall be required to furnish the Training Academy with one (1) Operator's Manual to be shipped direct to

WVDOH
Training Academy
P.O. Box 610
Buckhannon, West Virginia 26201

Prior to delivery of the pilot unit. Training seminar to be held at the WVDOT, Equipment Division, Buckhannon, WV.

3.2.4 Preventative Maintenance & Operator Procedures:

- 3.2.4.1** 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.

3.2.5 Warranty and Service Policy:

- 3.2.5.1** The bid shall include a breakdown of the complete manufacturer's warranty per section. The unit must be accompanied upon delivery by the unit's manufacturers executed warranty and service policy.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 Pages:** Vendor should complete the Pricing Pages by completing the Year, Make, Model, and inserting quoted Unit Price and multiply by the Estimated Quantity to calculate the Total Bid Amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated 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 Pages through wvOASIS, 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: Crystal.G.Hustead@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 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

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120 working days after receipt of the pilot model order by the successful vendor. Vendor shall standard orders within 150 working day(s) after orders are received. Working days is defined as any weekday, Monday through 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 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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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.

REQUEST FOR QUOTATION
CRFQ DOT2000000031
(WVDOH CLASS 642) Track-Mounted Drill Machine with Trailer (7020EC04)

- 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: spillers@cmeco.com

Exhibit A Pricing Page**CRFQ DOT2000000031****Track Mounted Drill Machine with Trailer (7020EC04)**

Item No.	Description:	Make/Model & Year	Estimated Unit Quantity	Unit Price	Item Total Cost
1	Track Mounted Drill Machine w/Trailer	CME-45C/300 2020 Model	5	\$303,480.00	\$1,517,400.00
Total Bid Amount 					\$1,517,400.00

Vendor Information

Company Name: Central Mine Equipment Company

Contract Manager: Rick Spillers, Sales Manager

Address: 4215 Rider Trail North

Earth City, MO 63045

Phone: 800-325-8827

Fax: 314-291-4880

Email: spillers@cmeco.com

Signature:

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; website: 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: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ 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.

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: _____

Notary Verification

State of _____, County of _____:

I, _____, 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 _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

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: Central Mine Equipment Company

Authorized Signature: [Signature] Rick Spillers, Sales Manager Date: 10/1/19

State of MISSOURI

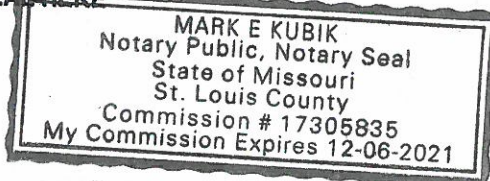
County of ST. LOUIS, to-wit:

Taken, subscribed, and sworn to before me this 1ST day of OCTOBER, 2019

My Commission expires 12/06, 2021

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 01/19/2018)



Central Mine Equipment Company

4215 Rider Trail North, Earth City, MO, USA, 63045-1106 • (314) 291-7700 • (800) 325-8827
FAX (314) 291-4880 • www.cmeco.com • e-mail info@cmeco.com

CME EQUIPMENT WARRANTY

CENTRAL MINE EQUIPMENT COMPANY warrants all equipment of their manufacture from date of purchase to be free from defects in material and workmanship, under normal use and service, for 12 months or 1,200 hours, whichever occurs first. Our obligation under this warranty is limited to making good, at the factory, any part or parts thereof which shall be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been thus defective; this warranty being expressly in lieu of all other warranties and representations expressed or implied.

This warranty shall not apply to any CME equipment which shall have been repaired or altered outside the factory in any way so as to affect its stability, nor which has been subject to misuse, negligence or accident or operated in any other manner than in accordance with our operating instructions.

The engine warranty shall be covered by the engine manufacturer.

David A. Neibert
President