



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

State of West Virginia
 Request for Quotation
 05 - Auto Supply

Proc Folder: 440209

Doc Description: Remanufactured Cummins ISC Engine or Equal & Core Exchange

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-27	2018-05-15 13:30:00	CRFQ 0803 DOT1800000094	1

BID RECEIVING LOCATION

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

Vendor Name, Address and Telephone Number:
 MATHENY MOTOR TRUCK COMPANY
 PO BOX 1304
 PARKERSBURG WV 26102-1304
 304-485-4418 EXT 2510

RECEIVED

2018 MAY 14 PM 12:43

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 55-032-0770

DATE 05/11/2018

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

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), to establish a contract for the one-time purchase of a Complete Remanufactured Cummins ISC 360 Engine DR6431RX or Equal and DR6207D Core Exchange per attached documents.

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REMANUFACTURED CUMMINS ISC 360 ENGINE or Equal	1.00000	EA	\$25,149.35	\$25,149.35

Comm Code	Manufacturer	Specification	Model #
26101500			

Extended Description :
 REMANUFACTURED CUMMINS OEM PART DR6431RX OR EQUAL

DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	EXECUTIVE DIRECTOR PUBLIC TRANSIT DIVISION OF HANCOCK COUNTY SERVICES 803 NORTH CHESTNUT ST NEW CUMBERLAND WV 26047 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ENGINE CORE	1.00000	EA	\$4,500.00	\$4,500.00

Comm Code	Manufacturer	Specification	Model #
26101203			

Extended Description :
 CUMMINS OEM PART NUMBER DR6207D ENGINE CORE

DIVISION OF HIGHWAYS EQUIPMENT DIVISION RT 33 83 BRUSHY ROAD CROSSING, PO BOX 610 BUCKHANNON WV26201 US	EXECUTIVE DIRECTOR PUBLIC TRANSIT DIVISION OF HANCOCK COUNTY SERVICES 803 NORTH CHESTNUT ST NEW CUMBERLAND WV 26047 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FOB FREIGHT	1.00000	EA	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description :
 FOB FREIGHT EQUIPMENT DIVISION:ALL INCLUSIVE (Engine, plus Core Exchange Pickup)



<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT:	2018-05-03

DOT1800000094	Document Phase Final	Document Description Remanufactured Cummins ISC Engine or Equal & Core Exchange	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
CRFQ 0803 DOT1800000094
Complete Remanufactured Cummins ISC 360 Engine DR6431RX or Equal
and DR6207D Core Exchange

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), to establish a contract for the one-time purchase of a Complete Remanufactured Cummins ISC 360 Engine DR6431RX or Equal and DR6207D Core Exchange.

- 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”** means the item identified in Section 3.1 as more fully described by these specifications.

 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 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.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Complete Remanufactured Cummins ISC 360 Engine DR6431RX or Equal.**
 - 3.1.1.1 Remanufactured Cummins ISC 360 DR6431RX or Equal Engine Block, including heads, water pump, turbo, oil pan.**
 - 3.1.1.1.1 Engine shall not include electrical components.**

 - 3.1.1.2 Remanufactured Engine must be compatible with 2008 Sterling Dump Truck, Single Axle.**
 - 3.1.1.2.1 Vehicle Identification number 2FZAATBS08AZ84433.**
 - 3.1.1.2.1.1 Minimum 360 horse power**
 - 3.1.1.2.1.2 Minimum of 1050 lbs. foot Peak Torque**

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and DR6207D Core Exchange**

3.1.1.2.1.3 Minimum Governed Speed 2200 RPM

3.1.1.2.1.4 Minimum Clutch Engagement Torque 500
lbs. foot

3.1.1.2.2 Engine must be compatible with an Eaton Fuller RT
8908LL manual transmission.

3.1.1.3 Vendor shall provide a minimum 2 year, 100% parts and labor
warranty for progressive damage resulting from engine failure due
to defects in material or factory workmanship.

**3.1.2 Complete Cummins Remanufactured ISC Engine Core DR6207D
Exchange.**

3.1.2.1 Engine Core will be Cummins DR6207D.

3.1.2.2 Engine Core shall be exchanged.

3.1.3 Vendor shall quote freight/delivery charges (F.O.B Equipment Division) as
all-inclusive (Engine, plus Core Exchange pickup) as a single line item.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a
purchase price for the Contract Items. The Contract shall be awarded to the
Vendor that provides the Contract Items meeting the required specifications
for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by inserting the Unit
Price for each of the items listed. Vendor should complete the Pricing Page in
full as failure to complete the Pricing Page in its entirety may result in
Vendor's bid being disqualified. If responding on paper, vendor shall enter
the Unit Price for each line item listed in the Exhibit_A Pricing Page. The
Exhibit_A Pricing Page has been provided in Excel and formatted to calculate
the Total Bid amount when the Unit Price is entered. However, it is the
vendors responsibility to ensure the calculations for their bid is correct before
submitting. In the event of an error, the Unit Price shall Prevail.

REQUEST FOR QUOTATION
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Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall deliver the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within seven (7) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Department of Transportation Division of Highways, Equipment Division 83 Brushy Fork Crossing, Buckhannon West Virginia 26201. It shall be the Vendor's responsibility to pick-up the Engine Core.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items to: West Virginia Department of Transportation Division of Highways, Equipment Division 83 Brushy Fork Crossing, Buckhannon West Virginia 26201.

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.

**REQUEST FOR QUOTATION
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Complete Remanufactured Cummins ISC 360 Engine DR6431RX or Equal
and DR6207D Core Exchange**

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.

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.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: MATHENY MOTOR TRUCK CO Address: PO BOX 1304
PARKERSBURG WV 26102-1304

Authorized Agent: ROBERT E BYERS Address: PO BOX 1304 PARKERSBURG WV 26102

Contract Number: DOT1800000094 Contract Description: REMAN CUMMINS ENGINE

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.

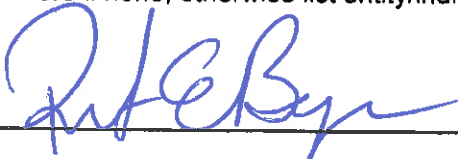
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

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

Timothy L. Matheny
Marni M. Kepple

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.

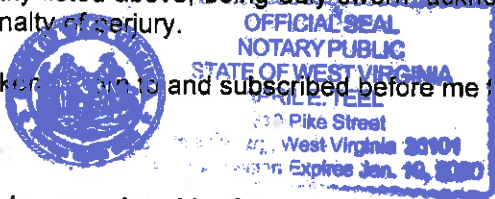
Signature:  Date Signed: 05/11/2018

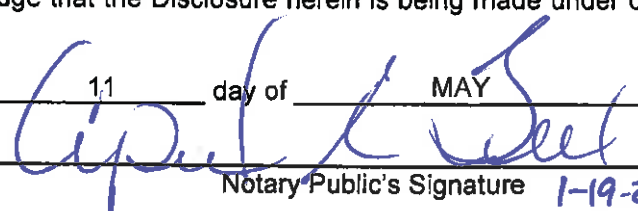
Notary Verification

State of WV, County of WOOD:

I, ROBERT E BYERS, 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 on 11 day of MAY, 2018.




Notary Public's Signature 1-19-20

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: MATHENY MOTOR TRUCK CO

Signed: 

Date: 05/11/2018

Title: PARTS MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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: MATHENY MOTOR TRUCK COMPANY

Authorized Signature: [Signature] Date: 05/11/2018

State of WV

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 11 day of MAY, 2018.

My Commission expires 1-19-20, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC


[Signature]

Purchasing Affidavit (Revised 01/19/2018)

EXHIBIT_A PRICING PAGE

COMPLETE REMANUFACTURED CUMMINS ISC 360 ENGINE OR EQUAL AND CORE

CRFQ 0803 DOT1800000094

Item No.	Description	Part Number	Unit Quantity	Unit Price	Item Total Cost
1	REMANUFACTURED CUMMINS ISC 360 ENGINE	DR6431RX or EQUAL	1	\$ 24,780.00	\$24,780.00
2	ENGINE CORE EXCHANGE	DR6207D	1	\$ 4,500.00	\$4,500.00
3	FREIGHT (F.O.B to Equipment Division)	FREIGHT ALL INCLUSIVE (Engine, plus Core Exchange Pickup)	1	\$	\$0.00
Total Bid Cost					\$29,280.00

Bid will be awarded to the lowest overall Total Bid Cost.

CONTRACT MANAGER: BOB BYERS

TELEPHONE NUMBER: 304-485-4418

FAX NUMBER: _____

E-MAIL ADDRESS: BBYERS@MATHENYMOTORS.COM