



# CLEAN AIR FLEETS DIESEL RETROFIT PROGRAM

BD2007 Addendum

## TABLE OF CONTENTS

<b>Request for Proposal Cover Sheet</b>	<b>Page 3</b>
<b>Addendum Receipt Sheet</b>	<b>Page 5</b>
<b>General Terms and Conditions</b>	<b>Page 6</b>
<b>Special Terms and Conditions</b>	<b>Page 13</b>
<b>Scope Plan and Pricing Form</b>	<b>Page 18</b>
<b>Scope of Work</b>	<b>Page 18</b>
<b>Task Plan</b>	<b>Page 19</b>
<b>Technical Specifications</b>	<b>Page 23</b>
<b>Proposal Preparation and Submission Requirements</b>	<b>Page 26</b>



**Regional Air Quality Council  
1445 Market Street, Suite 260  
Denver, Colorado 80202  
REQUEST FOR PROPOSAL BD2007**

**NOTICE**

The purpose and intent of this RFP is to solicit sealed Offers from qualified sources to provide Environmental Protection Agency (EPA) or California Air Resource Board (CARB) Level 1 verified (or a component in an EPA or CARB verified combination for demonstration projects – see Technical Specifications) retrofit equipment proper to the application for 400+ medium and heavy-duty diesel vehicles within the State of Colorado.

Date:	April 27, 2007
Proposal number:	BD2007
Proposal title:	CAF Diesel Retrofit Program
Council/Proposal contact:	Steve McCannon (303) 629-5450x230 <a href="mailto:smccannon@raqc.org">smccannon@raqc.org</a>
Goods or services to be delivered to or performed at:	Various Front Range Locations
Mandatory Pre-Proposal Conference:	May 4, 2007 2:00 p.m. MST RAQC Offices
Proposals will be received until:	May 21, 2007 10:00 a.m., MST RAQC Offices
Documents included in this package:	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions Scope Plan and Pricing Form

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**TYPE YOUR INFORMATION**

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Agent (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CORPORATE SEAL**

**ADDENDA PAGE**

The undersigned hereby acknowledges receipt of the following applicable Addenda:

Addenda Number

Date

BD2007 Addendum

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_



**Regional Air Quality Council  
1445 Market Street, Suite 260  
Denver, Colorado 80202**

**REQUEST FOR PROPOSAL BD2007**

**GENERAL TERMS AND CONDITIONS**

**I. APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Regional Air Quality Council (hereinafter referred to as the "Council") by all prospective suppliers (herein after referred to as "Vendor" or "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

**II. CONTENTS OF OFFER**

- A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
1. Vendors shall make investigations necessary to thoroughly inform themselves regarding the facilities and vehicles affected by the delivery of materials and installation of equipment as required by the Special Terms and Conditions of this Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist will be accepted as a reason for failure to fulfill the requirements of the contract documents.
  2. Vendors are required to state exactly what they intend to furnish to the Council and participating fleets via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
  3. The Council intends and expects that the contracting processes of the Council and its Vendor provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendor make available equal opportunities to the extent third parties are engaged to provide goods and services to the Council as subcontractors, vendors, or otherwise. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available upon the Council's request.
  4. All Offers and other materials submitted in response to this Solicitation shall become the property of the Council. Information submitted in response to this RFP is a public record of the Colorado Open Records Act and will be available for inspection upon award decision. Proprietary information must be submitted in a separate envelope and **clearly marked confidential**.

B. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the Council, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the Council with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days' prior notice to the Council in writing.

C. Clarification and Modifications in Terms and Conditions

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Scope Plan and Pricing Form outlined in this Solicitation, the Scope Plan and Pricing Form and the Special Terms and Conditions will prevail.
2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the a portion of this Solicitation, the Vendor must submit a **written request via email with a delivery and read receipt** to the Council contact for clarification. Clarification questions are allowed once per day maximum from each Vendor from the date this solicitation opens to 5 p.m. on May 14, 2007. All questions and answers will be posted on the website at [www.cleanairfleets.org](http://www.cleanairfleets.org).

**Any official interpretation of this Solicitation must be made by the Council/Proposal contact listed above. Contact with other Council personnel regarding this RFP are grounds for elimination from the selection process.**

The Council shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. A copy of such addenda will be distributed to each Vendor receiving the Solicitation. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer—Discounts/Net Terms, Taxes, Collusion

1. Vendors may offer a discount for prompt payment. Vendors are required to provide their prompt payment terms, if any, in the space provided on the Solicitation's Scope Plan and Pricing Form. If no prompt payment discount is being offered, the Vendor shall enter a zero (0) for the percentage discount to indicate net 60 days. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net 60 days.

Since this project is dependant upon federal funds, delays in payment can occur. Vendors shall provide net 90 day finance charges in the space provided on the Solicitation's Scope Plan and Pricing Form.

Vendor acknowledges that net terms are effective on the date that the Council receives an accurate invoice from the Vendor and invoices the Colorado Department of Transportation (See Scope Plan and Pricing Form, Section II – Task 3). Payment is deemed to be made on the date of the mailing of the check. The Vendor, by affixing its signature to this Solicitation, acknowledges the net payment terms in this section.

2. Vendors shall not include federal, state, or local excise or sales taxes in costs offered for pricing purposes under this Solicitation since program participants are exempt from payment of such taxes. Federal, state, or local excise or sales taxes may be included on invoicing only in the event a program participant that is not sales tax exempt is added to the program.
3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the Council. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### III. PREPARATION AND SUBMISSION OF OFFER

#### A. Preparation

1. The Offer must be typed and no more than 25 pages long. All equipment verification letters, studies, samples, certificates and other required documentation may appear in an appendix and not count towards the 25 page limit. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail. All items not itemized in the pricing which are instrumental to the completion of this project will be at the cost of the vendor to supply at no additional charge.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

#### B. Submission

1. The Offer shall be sealed in an envelope with the vendor's name and the RFP number on the outside. The Council's Pricing Forms, which are attached to this Solicitation, must be typed and included when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the Council. No other form shall be accepted. This document will also be available electronically at [www.cleanairfleets.org](http://www.cleanairfleets.org) on April 30, 2007.
2. Offers submitted via facsimile machines will not be accepted.
3. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and

conditions in their Offers. The Council reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the Council's terms and conditions, or if they are not in the best interests of the Council.

- C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

#### **IV. MODIFICATION OR WITHDRAWAL OF OFFERS**

- A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the Council must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Council on or before submittal deadline will be considered the valid modification.
- B. Withdrawal of Offers
  - 1. Offers may be withdrawn prior to the time and date set for the bid submittal deadline. Such requests must be made in writing on company letterhead.
  - 2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the bid submittal date for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the Council may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a year long period following the withdrawal.

#### **V. REJECTION OF OFFERS**

- A. Rejection of Offers. The Council may, at its sole and absolute discretion:
  - 1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
  - 2. Readvertise this Solicitation;
  - 3. Postpone or cancel the process;
  - 4. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
  - 5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Council.
- B. Rejection of a Particular Offer. The Council may reject an offer under any of the following conditions:
  - 1. The Vendor misstates or conceals any material fact in its Offer;
  - 2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;

3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions and Scope Plan and Pricing Form;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Scope Plan and Pricing Form; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. Elimination from Consideration

1. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Council, local, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

**VI. AWARD OF CONTRACT.** The Council shall award a contract to a Vendor or Vendors through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, the Scope Plan and Pricing Form, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Council and the successful Vendor(s). Accordingly, these documents shall constitute a binding contract without further action by either party.

**VII. PROTEST PROCEDURE**

Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions and Scope Plan and Pricing Form to see what elements the award will be based on.

- A. Who May Protest. This procedure is available to bidders who submit a response to this RFP. Any bidder who wants to protest the Council's selection of a successful bidder must submit a written protest to the Council within 72 business hours of receiving emailed written notification from the Council of the selection of the successful Vendor.
- B. Protest Procedures Must Be Followed. Vendors protesting the Council's selection of a successful Vendor must follow the procedures in this section. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this RFP.
- C. Protest Procedures. Protests must be **submitted by e-mail with a delivered and read receipt and must be followed by an original signed document** signed by the protesting party or authorized agent. Protests must include the name and address of the protesting party, a detailed description of the specific grounds for the protest and all supporting documentation, and the specific relief requested. Protests must be addressed to the Council Executive Director and clearly marked **Protest BD2007**.

Only protests stipulating an issue of fact will be considered. Protests will be rejected as without merit if they address issues such as an evaluator's judgment on the quality of a proposal, or the Council's assessment of its own needs or the needs or requirements of other agencies.

- D. Protest Review. Upon receiving a protest, the Council will hold a closed protest review. The Council Executive Director or designee not previously involved in evaluating the bids

received will consider the record and all available information, and issue a written decision, usually within four business days of receipt of the protest.

In the event a protest may affect the interest of other Vendors that submitted proposals, the Council will provide such Vendors an opportunity to submit their views and any relevant information on the protest to the Council. Such information will be considered during the protest review.

- E. Council Determinations. After holding a protest review, the Council will make one of the following determinations:
- The protest lacks merit and uphold the Council's original action; or
  - Technical or harmless errors in the agency's RFP process were made, the Council is in substantial compliance, and the protest is rejected, or
  - The protest has merit and the Council will take appropriate action, which may include:
    - correct the errors and reevaluate all proposals,
    - reissue the RFP and begin a new process, or
    - other courses of action as appropriate

If the Council determines the protest is without merit or rejects the protest, the Council will proceed with contracting with the apparently successful Vendor. If the Council determines the protest has merit, the Council will take one of the alternatives described above.

### VIII.CONTRACTUAL OBLIGATIONS

- A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the Council.
- C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor and not any employee or agent of the Council. The Council and/or any partnering agency may require the Vendor to remove an employee from the project that it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment is not in the best interest of the Council.
- D. Delivery. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions or Scope Plan and Pricing Form. Title and risk of loss shall pass to the program participant upon inspection and acceptance by the program participant at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the Council reserves the right to reprocur the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Council shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the resolicitation effort

- E. **Material Priced Incorrectly.** As part of any award resulting from this process, vendor will discount all transactions as agreed. In the event the Council discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**IX. MODIFICATIONS TO EXISTING CONTRACT.** Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the Council and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the Council and the Vendor prior to the enactment of such modifications.

**X. TERMINATION OF CONTRACT**

- A. The Council may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the Council as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The Council shall be the sole judge of non-performance.
- B. The Council may cancel the contract upon five days written notice for reason other than cause. This may include the Council's inability to continue with the contract due to the elimination or reduction of funding. In that event, the Council shall pay the contractor only for its share of the work completed by the date of termination. Such termination shall in no way prejudice the payment due the Contractor for services rendered prior to the termination date nor the Council's right to services prior to the termination date.



**Regional Air Quality Council  
1445 Market Street, Suite 260  
Denver, Colorado 80202**

**REQUEST FOR PROPOSAL BD2007**

**SPECIAL TERMS AND CONDITIONS**

**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

April 27, 2007	Distribute Request for Proposal
May 4, 2007	Mandatory Pre-Bid Conference
May 5 – 12, 2007	Fleet Inspection Week
May 14, 2007	Deadline for Submitting Questions
May 21, 2007	Proposal Deadline
June 1, 2007	Vendor recommendation announced
June 7, 2007	Approval by RAQC Board

**PURPOSE OF SOLICITATION – TO ESTABLISH A CONTRACT FOR ITEMS:** The purpose of this Solicitation is to establish a contract or contracts for the purchase of EPA or CARB Level 1 verified emissions reduction technology (or a component in an EPA or CARB verified combination for demonstration projects – see Technical Specifications) proper to the application for 400+ medium and heavy duty diesel vehicles (no fuel additives are eligible) within the State of Colorado in conjunction with the Council's total needs. It is hereby agreed and understood that the Vendor will be required to provide ongoing shipments of items during various delivery cycles throughout the term of the contract.

**PRE-BID/PROPOSAL CONFERENCE IS MANDATORY:** A mandatory pre-bid/proposal conference will be held on May 4, 2007 at 2:00 pm at Council offices, to discuss this RFP. A representative of the Vendor must attend this mandatory conference in order to qualify to respond to this contract. Vendors who fail to attend the conference shall be considered non-responsive and ineligible for award.

**FLEET INSPECTION WEEK:** Due to the size and dispersed locations of the fleets to be retrofitted, all eligible Vendors are required to visit fleets on the schedule developed by the Council and participating fleets. This is due to the fact most fleet vehicles that are participating under this Solicitation are critical to operations and will probably not be available during work hours. Vehicles may only be available off hours or weekends depending on the decision of the fleet. A schedule of inspections will be provided to Vendors.

**TERM OF CONTRACT:** This contract shall commence in June 15, 2007, unless otherwise stipulated on the Purchase Order or Notice of Award issued by the Council. The contract shall remain in effect for 1 year. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

**OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENTS):** The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the Council shall have the option to renew the contract for four subsequent one year periods. During the optional periods, the Council will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the Council of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the Council. The Council reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

**METHOD OF AWARD – BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE:** It is the intent of the Council to award this Contract to a Vendor or Vendors who receive the highest score when the Responses submitted by interested Vendors are reviewed by the Program Advisory Team (PAT). For this Solicitation, the PAT will score Responses based on the following criteria: Management Summary, Vendor Experience, Meeting Specifications, Vendor Location and Cost as described below in the Scope Plan and Pricing Form.

The Council reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the Council will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

**IMMIGRATION CERTIFICATION:** The Vendor certifies that the Vendor shall comply with the provisions of C.R.S. 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-101(2)(b)(I). The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirements of this provision or C.R.S. 8-17.5-101 et seq., the Council may terminate this contract for breach and the Vendor shall be liable for actual and consequential damages to the Council.

A Vendor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Vendor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of Solicitation award. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Vendor that receives federal or state funds under this Solicitation must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

**USE OF SUBCONTRACTORS:** Vendors must provide detailed information regarding the use of subcontractors under this Solicitation. **Use of subcontractors for equipment installation (and other potential scope of work tasks) without retrofit experience may result in the loss of points from the Vendor Experience evaluation criteria** in the Scope Plan and Pricing Form below. Program vehicles are important assets and use of inexperienced subcontractors to work on them is discouraged. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included with the RFP. If the Vendor fails to notify the Council of its intent to use subcontractors under this solicitation, the bid may be considered a void offer. Subcontractors will be allowed only by written permission of the

Council. **Provision of these references by the Vendor is authorization by the Vendor for the Council to contact these references.**

**LOCAL OFFICE:** Due to the service level required in conjunction with this Solicitation, the Vendor should maintain a permanent business location in the Colorado Front Range trade area. This office should be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. **Failure to maintain a permanent business location will result in the loss of all Vendor Location points in the Scope Plan and Pricing Form.**

**RESPONSE TO QUESTIONS:** Questions which arise during the proposal preparation period regarding issues around this Solicitation, purchasing and/or award should be directed via **email with a delivery and read receipt** to Steve McCannon, Program Manager at RAQC Offices or [smccannon@raqc.org](mailto:smccannon@raqc.org). Clarification questions are allowed once per day maximum from each Vendor from the date this solicitation opens to 5 p.m. on May 14, 2007. All questions and answers will be posted on the website at [www.cleanairfleets.org](http://www.cleanairfleets.org).

Any official interpretation of this Solicitation must be made by the Council contact listed on this Solicitation. Contact with other Council personnel regarding this RFP are grounds for elimination from the selection process.

**PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:** Vendor prices proposed under this Solicitation shall remain fixed and firm during the term of the contract, provided, however, that the Vendor may offer incentive discounts from this fixed price to the Council at any time during the contractual term.

**PRODUCT RECALL:** Vendor(s) awarded contract(s) under this solicitation shall be required to notify the RAQC of any manufacturer's recalls regarding items ordered under said contracts. The Vendor shall contact the Council by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the Council and for removal from the Council's approved vendor list(s).

**METHOD OF PAYMENT – MONTHLY INVOICES:** The successful Vendor shall submit monthly invoices on the Council's invoice template at the first of the month or as determined by the Council. These invoices shall be submitted to the Council's Program Manager or designee. The invoice shall reflect the appropriate Purchase Order/Contract Release Request number, the service location(s) and other data as required in the Council's invoice template.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the Council discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**INDEMNIFICATION:** The successful Vendor shall indemnify and hold the Council, its agents and employees harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the Council when applicable, and shall pay all costs and judgments which may issue thereon.

The Vendor shall indemnify and hold the Council and its agents and employees harmless from any and all claims, causes of action, suits and liabilities, including attorneys' fees and costs

arising out of our relating to disclosure of any information included in the successful contractor's bid.

**INSURANCE:** Prior to the commencement of any work, Vendor shall forward Certificates of Insurance to the Council contact. The insurance required shall be procured and maintained by the Vendor for the duration of the contract and extensions and shall be written for not less than the following amounts, or greater if required by law or industry standards. The insurance shall be with a carrier licensed in the State of Colorado and shall have "A-" or better Best rating. Vendor shall name the Council as additional insured on all insurance except workers' compensation.

**Workers' Compensation:**

State of Colorado:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	\$100,000 Each Accident \$500,000 Disease- Policy Limit \$100,000 Disease- Each Employee

Waiver of Subrogation

**Comprehensive General Liability:**

Bodily Injury:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence
Property Damage:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence

An endorsement providing that such insurance is primary insurance and no insurance of the Council or a participating fleet will be called on to contribute to a loss.

**Comprehensive Automobile Liability:** (Owned, non-owned, hired):

Bodily Injury:	\$1,000,000 Per Accident
Property Damage:	\$1,000,000 Per Accident

The State of Colorado has a tort automobile insurance requirement. Contractor shall be certain coverage is provided that conforms to any specific stipulation in the law. Additionally, the Contractor shall carry no less than \$5,000 medical payment coverage and uninsured coverage in the amount of \$100,000/\$300,000.

**Bonding Requirements:**

Colorado statutes require performance bonds on public projects of more than \$50,000.00. Contractor is required to post bond, executed by a surety company authorized to do business in the state of Colorado, upon notification of bid award. Performance bond will be equal to 100% of contract price and must remain in effect until completion of contract.

**Non-Compliance:** If coverage does not meet the requirements shown above, such deficiency shall be corrected within 15 days. Failure on the part of the Vendor or its subcontractors to procure or maintain policies providing coverages, conditions and minimum limits shall constitute a material breach of this Solicitation upon which the Council may immediately terminate this Solicitation and select the next qualified bidder. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Solicitation by reason of its failure to procure and maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

**Cancellation:** If any required policy is cancelled prior to normal expiration, Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to notify the Council of the cancellation date as soon as it is determined.

**Decreased coverage:** Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to notify the Council of any decrease in coverage limits, or lessening of coverage scope, as soon as it is determined.

**Renewal:** Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to notify the Council of renewal information. If renewal data is not sent to the Council 72 hours before renewal, the Council may restrict Vendor from performing work under this Solicitation.

**Impaired Aggregate:** If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the Council representative, and the Council representative may require purchase of additional coverage, as appropriate to protect the Council.

If the Vendor fails to have compliant insurance certification submitted within 15 calendar days after verbal or written notice is given to the Vendor by a Council representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. If the Vendor misses this deadline the contract will not be awarded. The next qualified bidder will be notified. The Vendor shall be responsible for notifying the Council thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

**COOPERATIVE PURCHASING EFFORTS:** At the discretion of the Council and the Vendor, any governmental agency, district, political subdivision or private company located in the State of Colorado is permitted to purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Reasonable travel expenses outside the seven county Denver metro area may be imposed at the discretion of the Vendor.

It is understood and agreed that the Council is not a legally binding party to any contractual agreement made between another governmental agency, district, political subdivision or private company in the State of Colorado and the Vendor as a result of this Solicitation.

**EQUAL OPPORTUNITY:** The Council intends and expects that the contracting processes of the Council and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Council as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Council upon the Council's request.



**Regional Air Quality Council  
1445 Market Street, Suite 260  
Denver, Colorado 80202**

**REQUEST FOR PROPOSAL BD2007**

**SCOPE PLAN AND PRICING FORM**

**SECTION I – SCOPE OF WORK**

**Introduction**

The purpose and intent of this RFP is to solicit sealed Offers from qualified sources to provide EPA or CARB Level 1 verified retrofit equipment (or a component in an EPA or CARB verified combination for demonstration projects – see Technical Specifications) proper to the application for 400+ medium and heavy-duty diesel vehicles within the State of Colorado.

The Vendor in this project is an integral, visible part of this effort. The Vendor should also understand that this project is a large, complex, dynamic effort involving many program participants and fleet needs. The program operates within the framework of a federally funded project, overseen by the Colorado Department of Transportation (CDOT) and implemented at the local government level. With many levels of government involved, the Vendor must meet program deadlines and submit paperwork completely and on-time. The Council expectation is that the Vendor be flexible to accomplish the program goals.

**Overall CAF Project Description**

The CAF Program utilizes the Council as the program manager of a large retrofit project that adds area participating fleets as funding permits. The overall program will be comprised of three major components. These components include purchasing and installing diesel idling emissions reduction equipment for 400+ medium and heavy-duty vehicles, providing comprehensive project management and outreach and development of a final program evaluation. This final evaluation will document the use of the retrofit technology including technical successes and/or problems experienced.

While flexible, this project has certain goals and equipment needs. If a Vendor has alternate technologies that meet the goals of the CAF Program and the Technical Specifications below, please provide them. However, the Council will have the sole discretion to determine if the proposed equipment meets the scope of this project and overall needs of the Council and participating fleets.

Program funding at this time under this Solicitation is up to \$1,100,000. The Vendor should plan on providing costs to allow a minimum of 400 diesel oxidation catalysts (DOCs) and 150 closed crankcase filtration (CCF). DOC/CCF technologies may be installed in the following configurations:

- EPA/CARB verified DOCs only;

- EPA/CARB verified DOC/CCF combinations;
- Potential unverified DOC/CCF demonstration combinations;
- Potential OEM DOC/CCF demonstration combinations; and
- Potential CCF only demonstration installations

Demonstration combinations are combinations of verified equipment on unverified applications. For instance, installing a DOC outside the model year listed on the verified list or on an off-road vehicle. CCFs may be installed on some unverified applications to complete DOC/CCF combinations or where no DOC can be installed. For unverified combinations of devices, emissions benefit data will not be considered. For these types of demonstration projects, flexibility to meet fleet needs is critical.

Other technologies with similar or better performance to this equipment that meets the Specifications below may be considered at the sole discretion of the Council. Again, this is a dynamic project and program funding levels and equipment numbers are subject to change at the sole discretion of the Council.

Currently under this Solicitation, diesel emission reduction equipment will be purchased for the following fleets. Others may be added as the program develops.

#### State and Local Governments

City of Arvada Public Works Dept.  
 City of Boulder Public Works Dept.  
 Boulder County Public Works Dept.  
 City of Brighton Public Works Dept.  
 City of Broomfield Public Works Dept.  
 City of Castle Rock Public Works Dept.  
 Colorado Department of Transportation  
 City and County of Denver Public Works Dept.  
 City of Englewood Public Works Dept.  
 Lakewood Public Works Dept.  
 City of Littleton Public Works Dept.  
 City of Louisville Public Works Dept.  
 City of Thornton Public Works Dept.

#### Program Goals

The primary goal of the CAF Program under this Solicitation is to retrofit 400+ medium and heavy-duty diesel vehicles to reduce criteria air pollutants in the Denver metro area and protect the health of the general public and vehicle operators. The criteria air pollutants to be reduced under this Solicitation, by order of importance, are particulate matter, hydrocarbons, carbon monoxide and oxides of nitrogen. A secondary goal of this effort is replication of retrofit projects to other areas of the State of Colorado and nationwide.

## **SECTION II – TASK PLAN**

### **Task 1 – Pre-proposal Inspection**

Fleets in this project have been notified that Vendors will want to inspect the vehicles being retrofitted under this project for cost proposal purposes. Vendors shall inspect vehicles according to the schedule developed by the Council and participating fleets. Unfortunately, this project involves a large number of vehicles that operate during the days and may only be available off hours or weekends depending on the decision of the fleet. In addition, Vendors are not allowed to make sales presentations. **Any sales presentations during this inspection are grounds for elimination from the Solicitation process.**

A list of vehicles and fleet locations will also provided with this Solicitation and posted at [www.cleanairfleets.org](http://www.cleanairfleets.org) titled **Appendix A - Vehicle Listing**. This is a representative sample of the vehicles to use for cost purposes.

### **Task 2 – Retrofit Planning**

Upon award, the Vendor will work with the Council and program participants listed above to determine the total number and specific vehicles to be retrofitted, to develop an installation plan, and implement the installation plan. The retrofit technology must be EPA or CARB verified with proof of verification required.

The Vendor will recommend the proper equipment for the application to be installed on each vehicle based upon performance, cost, availability, effect of retrofitting on the engine manufacturer's warranty and reliability. The Vendor shall identify the specific components of the recommended emissions control system including emission control device, diagnostic equipment, monitoring and warning equipment and installation fixtures as appropriate. The Vendor shall understand the original engine manufacturers' "recommended installation instructions" for any retrofit to be installed to ensure the warranty remains in effect.

The Vendor shall develop the retrofit installation plan in conjunction with the Council and participating fleets. The plan shall include off-hours and weekend installation contingencies so as to not to interfere with fleet operations. The Council shall have final approval of the retrofit plan.

### **Task 3 – Program Processes – Installation, Invoicing and Meetings**

This task incorporates an ongoing set of program processes that occur repeatedly throughout this project. They include ongoing installation, invoicing and meetings.

#### **Installation**

The Vendor will coordinate the installation of the retrofit equipment with the Council and program participants. At this time, participating fleets will purchase approved retrofit equipment that includes, but is not limited to, diesel oxidation catalysts and closed crankcase filtration units and filters. Other equipment may be approved as new technologies are developed in the future. Participating fleets and the Vendor will work together to install retrofit equipment on eligible vehicles. Installation may take place off-hours and on weekends depending on fleet operations as determined by program participants.

The Vendor shall plan to install some equipment in some participating fleets and plan to train fleet technicians to handle the installations in other fleets. The determination regarding installations is at the sole discretion of the participating fleet and shall be made after Solicitation award.

#### **Invoicing**

This program is complex due to the many levels of government involved and number of participating fleets. The greatest complexity in operating a program this size is moving the funding through the various levels of government with the proper documentation. By signing this Solicitation, the Vendor is acknowledging this complexity and will provide appropriate staffing to ensure program goals are met.

Invoicing is allowed only once per month under CDOT guidelines. The Vendor will work with participating fleets to install equipment. The Vendor will then compile installation invoices onto the Council summary invoice template for submittal to the Council. At the same time, the Council will work with participating fleets and the Vendor to compile the required local match. So the Vendor understands, most federal projects require some form of local match to receive federal

grant funds. This project requires a 20 percent in-kind staff match to meet the required local match. This in-kind match comes from participating fleets for any time spent implementing this project. For example, participating fleets can count staff time for program research, moving vehicles, installing equipment and management meetings.

During the first week of each month, the Council will compile all the submitted summary invoices and timesheets for in-kind match for the preceding month for submittal to CDOT. The Vendor will work with the Council and program participants to ensure program invoicing and paperwork is timely and clear. CDOT will then review the submittals and issue payment. Once payment is received from CDOT to the Council, the Council will reimburse the Vendor (there is the potential that payments may need to be made through local governments).

### **Meetings**

Regular meetings will be held with program participants, RAQC staff and the Vendor to guide program implementation. A representative of the Vendor is required to be at all meetings where their presence is requested. In addition, the Vendor and the Council shall hold weekly update conference calls to monitor program progress. The Vendor shall keep notes of the details and action items from these meetings.

Upon completion of installations, if required, the Vendor shall prepare a written report detailing the maintenance procedures and schedule to maintain each category of retrofitted equipment in peak operating condition to maximize emissions reductions. The Vendor shall be required to respond to any maintenance calls within 48 hours to initially diagnose any problems with the installation or operation of the retrofit equipment.

### **Program Process Overview**

The checklist provided below is a high-level recap of the program processes described above. This is provided so the Vendor is fully informed of program operations.

- ✓ Weekly update meetings between Council and Vendor;
- ✓ Monthly meeting to be attended by participating fleets, the Vendor and the Council;
- ✓ Fleet and Vendor identify equipment to be retrofitted within budget and provides to Council;
- ✓ Council approves and forwards back to Vendor and fleet;
- ✓ Vendor schedules installation crews with fleet
  - Fleet can install DOCs with their own technicians (Vendor provides training);
- ✓ Upon installation of each piece of equipment, Vendor has fleet managers check off on installation and provide paperwork on installation;
- ✓ Vendor then invoices the fleet and provides a summary invoice to the Council (on Council template) at the first of the month for the preceding month;
- ✓ Council will contact the fleet for invoice sign-off and in-kind match timesheets and documentation;
- ✓ Council compiles invoices and submits reimbursement to CDOT at the first of the month for the preceding month;
- ✓ RAQC pays Vendor net 60/90 days (there is the potential that payments may need to be made through local governments on this Solicitation).

### **Task 4 – Outreach**

The Vendor is required to be a part of outreach efforts to educate other fleet owners about the project. The Vendor shall provide materials and participate in outreach throughout the term of this contract.

### **Task 5 – Program Evaluation**

A program evaluation will be developed upon project completion to determine if the program goals were met. Program participants will document their use of the retrofit technology including technical successes and/or problems experienced.

RAQC staff, program participants and the Vendor will use this data to develop a final report for grantor agencies and other organizations that are interested in developing retrofit programs.

### SECTION III – TECHNICAL SPECIFICATIONS

The equipment specifications below are for technologies designed specifically to reduce emissions from medium and heavy duty diesel vehicles. The technologies obtained through this RFP must meet or exceed the requirements of the specifications listed below. The DOC/CCF technologies may be installed in the following configurations:

- EPA/CARB verified DOCs only;
- EPA/CARB verified DOC/CCF combinations;
- Potential unverified DOC/CCF demonstration combinations;
- Potential OEM DOC/CCF demonstration combinations; and
- Potential CCF only demonstration installations.

Demonstration combinations are combinations of verified equipment on unverified applications. For instance, installing a DOC outside the model year listed on the verified list or on an off-road vehicle. CCFs may be installed on some unverified applications to complete DOC/CCF combinations or where no DOC can be installed. For unverified combinations of devices, emissions benefit data will not be considered. For these types of demonstration projects, flexibility to meet fleet needs is critical.

#### Diesel Oxidation Catalysts

- Must be EPA or CARB Level 1 verified;
- Shall be proper technology for the application;
- The catalyst should ~~must~~ be approved for use on the application by the engine manufacturer;
- Unit is required to operate with on-road engines
  - Higher scores are given if the equipment is verified or has been demonstrated on non-road engines (Vendor shall provide EPA/CARB verified/independent testing/or demonstration studies on off-road use to qualify for extra points);
- At a minimum must operate on 1991 and newer engines;
- Shall be manufactured from 16 gauge 409 stainless steel or better;
- Welding shall be 409 stainless steel or better;
- Applicant shall demonstrate verifiable experience with installation of device in the USA;
- Vendor shall warranty equipment to the end user for a minimum of 3 years/150,000 miles including installation related issues;
- Vendor must be available to provide installation and maintenance training;
- Must have replacement components readily available;
- Must respond to service requests at fleet facility within 48 hours.

#### Diesel Oxidation Catalysts/Closed Crankcase Filtration Combination

- DOC/CCF must be EPA or CARB Level 1 verified;
- DOC/CCF shall be proper technology for the application;
- The catalyst should be approved for use on the application by the engine manufacturer;
- Unit is required to operate with on-road engines
  - Higher scores are given if the equipment is verified or has been demonstrated on non-road engines (Vendor shall provide EPA/CARB verified/independent testing/or demonstration studies on off-road use to qualify for extra points);
- At a minimum must operate on 1991 and newer engines;
- DOC shall be manufactured from 16 gauge 409 stainless steel or better;
- DOC welding shall be 409 stainless steel or better;
- CCF must be designed to handle crankcase flow rates of vehicles listed on Appendix A – Vehicle Listing (see [www.cleanairfleets.org](http://www.cleanairfleets.org));

- CCF must eliminate crankcase blow-by emissions from crankcase through a closed loop system;
- CCF minimum 400 hour filter life;
- Since the blow-by flow rate of a worn engine is generally double the flow rate when an engine is new, flow testing, pressure testing or other procedures must be provided to ensure retrofitted engines are good candidates for CCF;
- Applicant shall demonstrate verifiable experience with installation of device in the USA;
- Vendor shall warranty equipment to the end user for a minimum of 3 years/150,000 miles including installation related issues;
- Vendor must be available to provide installation and maintenance training;
- Must have replacement components readily available;
- Must respond to service requests at fleet facility within 48 hours.

### **Closed Crankcase Filtration (Demonstration)**

- Must be a component in an EPA or CARB verified combination (use for demonstration projects);
- Shall be proper technology for the application;
- Must be designed to handle crankcase flow rates of vehicles listed on Appendix A – Vehicle Listing (see [www.cleanairfleets.org](http://www.cleanairfleets.org));
- Eliminate crankcase blow-by emissions from crankcase through a closed loop system;
- Minimum 400 hour filter life;
- Since the blow-by flow rate of a worn engine is generally double the flow rate when an engine is new, flow testing, pressure testing or other procedures must be provided to ensure retrofitted engines are good candidates for CCF;
- Vendor shall warranty equipment to the end user for a minimum of 3 years/150,000 miles including installation related issues;
- Vendor must be available to provide installation and maintenance training;
- Must have replacement components readily available;
- Must respond to service requests at fleet facility within 48 hours.

### **Other Potential Technologies**

- If not DOC/CCF then explain how it meets project goals;
- Must be low maintenance or maintenance free and demonstrate extensive field use in the USA comparable to DOC/CCF;
- Must be EPA or CARB Level 1 verified;
- Must be proper technology for the application;
- Any tailpipe equipment must be manufactured from 16 gauge 409 stainless steel or better;
- Any tailpipe equipment welding must be 409 stainless steel or better;
- Applicant must demonstrate verifiable experience with installation of device in the USA;
- Must be warranted to the end user for a minimum of 3 years/150,000 miles including installation related issues;
- Vendor must be available to provide installation and maintenance training;
- Must have replacement components readily available;
- Must respond to service requests at fleet facility within 48 hours.

### **1. Product Verification**

- (a). Emissions Benefits: Vendor shall supply the EPA/CARB verified and listed emissions benefits for devices. The only emissions reductions that will be considered are those levels listed by EPA or CARB.

- (b). Experience: Vendor shall demonstrate successful experience with the equipment in the USA through written studies or letters of support from fleet operators or government entities (cost borne by vendor).
- (c). Warranty: Vendor shall supply written warranty to verify warranty coverage.

**2. Servicing**

- (a). Monitor installation, including but not limited to bracketing, welds, seals and back pressure of devices
- (b). Technical Support/Servicing: If technical problems are encountered after installation of devices, vendors must respond to service requests within 48 hours and diagnose the problem.

## SECTION IV – PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Vendor must provide **one original** (clearly marked) and **ten copies** of their proposal. The Offer must be typed and no more than 25 pages long. All equipment verification letters, studies, samples, certificates and other required documentation may appear in an appendix and not count towards the 25 page limit. Vendor response must be received before the due date and time as specified above.

We require that Vendors address the following information in the following order as succinctly as possible to facilitate the evaluation and selection process without omitting any information they feel important to making their case. Information not provided in the correct order may not be utilized for evaluation purposes.

Vendors are expected to provide a professionally written proposal. The proposal in response to this Solicitation will be the first impression of the Vendor. The Vendor's written and verbal presentation skills are also critical to the overall success of this project. Overall presentation and clearly addressing the evaluation criteria is critical to receiving a high score.

### Evaluation Criteria

Award Criteria Factor	Score
Management Summary	10
Vendor Profile/Experience	35
Ability to Meet Specifications	20
Vendor Location	10
Cost	25
Total Score	100

**A. Management Summary.** Provide a management summary which includes, but is not limited to, the following:

1. Provide an Executive Summary of the proposal key points and highlight the benefits to the Council and participating. Include why your proposed solution and company is best suited to meet the needs of the Council and participating fleets.
2. Include the name, mailing address, phone number, fax number, and email address of the person who is authorized to negotiate this contract and make decisions concerning the negotiations.
3. This summary must be signed by an authorized official who can represent the information provided.

**B. Vendor Profile/Experience.** From the Council's perspective, Vendor experience and presentation of that experience is the most important factor for award under this Solicitation. Professional presentation and addressing all the requirements below results in a higher score. Provide a vendor profile, which includes, but is not limited to:

1. A brief description and history of your company and indicate the number of years the company has been in business.
2. Discuss the ownership and organizational structure of your company and its support staff.
3. Provide an organizational chart for the company and a resume for each employee that would be assigned to this account and a paragraph about each, discussing

his/her qualifications and experience as pertains to the requirements of this account. The successful vendor must have a minimum of 5 full-time employees.

4. Discuss your firm's experience and qualifications. In particular, include your firm's experience and qualifications on projects with similar scope and size. Explain your firm's capabilities in handling a project of this size and scope. Explain how your company will manage the project.

Provide a minimum of five major account references from present customers who utilize equipment, services and scope of work as contained in this solicitation. Include company name, contact name, position or title, telephone number, fax number and email address for each reference. **Provision of these references by the Vendor is authorization by the Vendor for the Council to contact these references.**

5. Vendors must provide details as to the utilization of subcontractors employed by the Vendor to complete this project. **Use of subcontractors for equipment installation (and other potential scope of work tasks) without retrofit experience may result in the loss of points from the Vendor Experience evaluation criteria** in the Scope Plan and Pricing Form below. Program vehicles are important assets and use of inexperienced subcontractors to work on them is discouraged. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included with the RFP. If the Vendor fails to notify the Council of its intent to use subcontractors under this solicitation, the bid may be considered a void offer. Subcontractors will be allowed only by written permission of the Council. **Provision of these references by the Vendor is authorization by the Vendor for the Council to contact these references.**

6. Vendor shall provide an audited financial statement or public annual report. This information shall remain confidential and will not be made part of the public record.

7. Vendor shall explain in detail their drug and alcohol compliance policy.

8. Vendor must explain their net 60 payment terms and net 90 finance charges.

**C. Equipment Specifications.** Vendor shall describe their ability to meet the specifications detailed above. Vendor must provide brochures of the equipment they are proposing. Vendor must identify where their equipment or their company fails to meet or exceed the specifications required in this RFP. ~~Vendors are required to detail any discrepancies between CARB and EPA verified emissions reductions.~~ Vendors must provide warranty information on the equipment they are proposing. Clarity as to how the Vendor can exceed the equipment specifications listed above results in higher scores.

**D. Vendor Location.** Vendor must provide information on where they are located, and how they intend to provide the ~~EPA/CARB~~ verified equipment to all agencies listed in this RFP. All points are awarded if the Vendor has a permanent business location in the seven county Denver metro area at the time of the proposal deadline (the location must be an office, not a Post Office Box). All points are lost if the Vendor has no permanent business location in the seven county Denver metro area.

**E. Cost Requirements.** Pricing shall be kept simple and clearly explained.

1. Low cost is the primary scoring factor under this section.
2. Cost-effectiveness based on particulate matter reductions is another scoring factor under this section. Vendors shall include clear analyses demonstrating the cost-effectiveness (cost per pound of particulate matter reduced) of their

equipment utilizing only EPA/CARB verified data. For the cost-effectiveness analysis, vendors must apply their technology to a vehicle emitting 0.1 g/bhp-hr PM with 240 horsepower operating 1,680 hours per year. If utilizing unverified combinations of equipment (i.e., verified DOC with unverified CCF, etc.), emissions benefit data will not be considered.

3. Pricing clarity is a final factor that translates to better scores. For example, higher scores will be given if the Vendor is able to provide a single cost per unit for all vehicles to be retrofitted. Lower scores will be given if the Vendor provides 400+ different/separate prices for each unit to be retrofitted.

Vendor shall provide their cost proposal to include all costs to the agencies in this bid to fully implement the required specifications and scope of work. Vendor must provide pricing for equipment costs, labor to install equipment, testing costs, fleet training or any miscellaneous costs. All testing and miscellaneous costs must be explained by the Vendor. All costs not itemized and described in the pricing forms instrumental to the completion of this project will be at the cost of the Vendor to supply at no additional charge. **The cost being provided must be a delivered price to each of the program participants.**

**In Pricing Form I below please explain all costs per unit. All pricing should be the same for all local governments listed in this RFP and Vendors should build in all costs to meet this requirement. In Pricing Form II, provide volume purchasing discounts off your costs in Table 1. Volume discounts will be evaluated as a part of the award criteria. In Pricing Form III, please include any other costs such as software, computer equipment, etc., that is not a per unit cost. Please provide a description of the equipment you propose in addition to the costs in these two tables.**

**Pricing Form I – Equipment Cost Per Unit (Prices for 1 to 50 Units)**

	Type of Equipment	Equipment Cost	Installation Cost	Testing Costs	Misc. Costs*	PM Cost-Effectiveness**	Total Cost
Option 1							
Option 2							
Option 3							
Option 4							
Option 5							
Option 6							
Option 7							
Option 8							
Option 9							
Option 10							

\*Explain and itemize all miscellaneous costs.

\*\*Describe how PM Cost-Effectiveness was calculated.

**Pricing Form II – Volume Discounts**

	Percentage
51-100 Units	
101-200 Units	
201-300 Units	
301-400 Units	
400+ Units	

**Pricing Form III – Miscellaneous Costs (Software, other non unit costs, etc.)**

	Cost/Equipment Description	Equipment Cost	Installation Cost	Testing Costs	Total Cost
Option 1					
Option 2					
Option 3					
Option 4					
Option 5					
Option 6					

The questions below must be included and answered in Vendor responses in this format.

Does your offer comply with all the terms and conditions? If no, indicate exceptions.

Yes \_\_\_\_\_  
No \_\_\_\_\_

Does your offer meet or exceed all specifications? If no, indicate exceptions.

Yes \_\_\_\_\_  
No \_\_\_\_\_

May any governmental agency, district, political subdivision or private company in the State of Colorado avail itself of this contract and purchase any and all items specified?

Yes \_\_\_\_\_  
No \_\_\_\_\_

State percentage of prompt payment discount, if offered.

\_\_\_\_\_ %

State net 90 day finance charge

\_\_\_\_\_ %