



REGIONAL AIR QUALITY COUNCIL

Comprehensive Retrofit Bid

COMPBD2010
Updated 06/03/10

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REGIONAL AIR QUALITY COUNCIL

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

REQUEST FOR PROPOSAL COMPBD2010

NOTICE

Clean Air Fleets (CAF) is a regional public-private initiative of the Regional Air Quality Council (RAQC) to help on- and off-road operators voluntarily reduce vehicle emissions. Under this Solicitation, CAF seeks Vendor offers to retrofit vehicles with EPA, EPA Smartway and CARB approved equipment to reduce criteria air pollutants within the nine-county project area and help advance a regional effort to mitigate air quality issues. Vendors are required to assist with the procurement of fleets interested in program retrofits.

The Council's intention is to award to a primary Vendor under this Solicitation. However, a secondary Vendor may be selected based on the Special Terms and Conditions contained below. Program funding at the time of this Solicitation is ~~\$600,000~~ \$800,000 for equipment and installation. The contract will be set for one year, but may be extended for two one year extensions depending on project funding.

Date:	Tuesday, May 18, 2010
Proposal number:	COMPBD2010
Proposal title:	Comprehensive Retrofit Bid
Council/Proposal contact:	Steve McCannon (303) 629-5450x230 smccannon@raqc.org
Goods or services to be delivered to and installed at:	Various Front Range Locations
Mandatory Pre-Proposal Conference:	Tuesday, May 25, 2010 9:30 a.m. – 11:30 a.m. MST RAQC Offices
Question Submittal Deadline:	2:00 p.m. June 9, 2010 MST
Proposals will be received until:	Tuesday, June 22, 2010 2:00 p.m. MST RAQC Offices
Documents included in this package:	Request for Proposal Cover Sheet General Terms and Conditions Special Terms and Conditions

Vendor Clarifications and Proposal Checklist

General

Vendors must include this checklist and the signature page with their returned Offer. Failure to do so will eliminate Vendor Offers from consideration.

The Council recommends that the Vendor include required data and information where the Council has requested it in the Offer. The appendix is for documentation to support this data and information. Include requested data in the Offer and only cite the documentation in the appendix to support Vendor Offer data. The Program Advisory Team will not go looking for required data if it's not where the Council has asked for it. The Vendor will be eliminated from this competition if the Council determines the Vendor has concealed or confused data. Ensure that:

- Vendor has signed and notarized this submission sheet and included this entire clarifications and checklist sheet with Vendor Offer.
- Vendor has described why any information beyond your company financials is included in the confidential packet.
- Vendor Offer is no longer than 15 pages with a **25 40** page appendix (all beyond the page limit will be eliminated from consideration).
- Vendor understands the use of subcontractors with no retrofit experience will give the Vendor a lower score.
- Vendor understands the payment process is net 60 with the possibility of net 90. Net 90 payment terms are only eligible if the payment problem is based on the Council's payment process.

Section III – Technical Specifications

- Vendor has described all the equipment capabilities and how they conform or do not conform to the specification.
- Vendor has described the equipment warranty and provided documentation on warranty.

Section IV - Proposal Preparation and Submission Requirements

- Vendor has developed their proposal based on the outline beginning at page 28.
- A. Vendor included an executive summary and the authorized contract personnel's contact information and signature.
- B. Vendor has included company profile, organizational structure and accompanying chart, resumes for each staff on this project.
 - Vendor has discussed the firm's experience and qualifications in the State of Colorado, Vendor's experience handling a project of this size, Vendor's quality control program and any challenges or risks associated with this project and how the Vendor can address them.
 - Vendor has included an estimated timeline and the resources involved with each step of the retrofit process.
 - Vendor has included a minimum of five major account references.
 - Vendor has provided details regarding company installation crew's experience and if they are subcontractors.
 - Vendor has explained company drug and alcohol policy.
 - Vendor has explained net 60 and net 90 finance charges.
 - Vendor has provided company's legal actions and financial statement in an envelope marked **CONFIDENTIAL**.
- C. Vendor has described how all equipment meets and exceeds the equipment

- specifications as listed in the Solicitation.
- Vendor has described facility location.
- E. The Vendor has described their sales plan, sales resources and any process improvements the Vendor can offer the Council and participating fleets to reduce costs and downtime.
- F. Cost Requirements – Vendor has kept cost information simple and clearly explained with no hidden costs
 - o Vendor has included all data as requested in all tables regarding cost. Cost data has been included in tables provided. Back up descriptions/scenarios describing issues with Vendor cost estimates can be included in Vendor Offer.
 - o Vendor has included a detailed price sheet for all maintenance parts for any option offered.
 - o Vendor has answered the five questions from the last page of the Offer.

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



REGIONAL AIR QUALITY COUNCIL

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

REQUEST FOR PROPOSAL COMPBD2010

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 party disadvantaged business enterprises (DBE) 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 Solicitation 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**. Information included beyond the company financials must include a description as to why it is proprietary.

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 solicitation date release to 2 p.m. on June 9, 2010. All questions and answers will be posted on the website at www.cleanairfleets.org.

Any official interpretation of this Solicitation must be made by the Council/Offer contact listed above. Contact with other Council personnel regarding this Solicitation 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. Net 90 day finance charges will only be paid by the Council if it is determined the Council's payment processes delayed payment. Late payments from grantor agencies or late payments based on poor installations as reported by participating fleets will not be eligible for the late payment terms.

Vendor acknowledges that net terms are effective on the date that the Council receives an accurate invoice from the Vendor and invoices the federal/state agency funding this project. (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. The RAQC is a tax-exempt entity (Colorado 98-18633-0000 – Issued 4/11/07) and taxes will only be due when working with private entities that are not tax-exempt. These taxes will be paid by the fleet.
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 15 pages long (the checklist and signature sheet do not count towards the page limit). All equipment verification letters, studies, samples, certificates and other required documentation should appear in an appendix not to exceed **25 40** pages.
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 checklist and 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. The Vendor shall provide one original and twelve copies of their Offer. Vendor shall also include an exact electronic copy of the Offer in Microsoft Word – preferably on a compact disc.
4. 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 on the Council's pricing tables and 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.
5. The accuracy of the Offer is the sole responsibility of the Vendor.

B. Submission

1. The Offer shall be sealed in an envelope or container with the vendor's name and the Solicitation 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 may only alter this form to add options or alter column widths and shall not alter this form to add or modify categories for posting prices offered. No

other form shall be accepted. These pricing forms will also be available electronically at www.cleanairfleets.org on May 18, 2010.

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 Offer submittal date. 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 or container. 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. Re-advertise 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. The RAQC will also not award to any Vendor on the EPA's debarred and suspended list at <https://www.epls.gov/>.

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 collectively are 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. A contract may be developed to detail any stipulations or changes from this Solicitation.

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 Solicitation. 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(s). The specific deadline for protests will be noted in the award letters.
- 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 Solicitation.
- C. Protest Procedures.** Protests must be **submitted by e-mail with a delivered and read receipt and must be followed by a signed document** (either an electronic portable document format with the email or hardcopy) 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 COMPBD2010**.

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 Offer, 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 Offers, 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 Council's Solicitation 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 Offers,
 - reissue the Solicitation 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 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, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Diesel Emissions Reduction Act, the American Recovery and Reinvestment Act, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA). Any revisions to such provisions or regulations shall automatically become a part of this Solicitation, without the necessity of either party executing any further instrument.
- 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.
- E. 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 highest scoring Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the Council may charge the Vendor any difference between the Vendor's price and the price to be paid to the next highest scoring Vendor, as well as any costs associated with the resolicitation effort
- F. 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 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 Vendor 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

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

REQUEST FOR PROPOSAL COMPBD2010

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 Offer.

May 18, 2010	Distribute Request for Proposal
May 25, 2010	Mandatory Pre-Bid Conference
Weeks of May 24 th (and potentially week of 5/31)	Fleet Inspections
June 9, 2010	Deadline for Submitting Questions
June 22, 2010	Proposal Submittal Deadline
Week of June 28 th	Potential Vendor Interviews
July 2, 2010	Vendor Recommendation Announced
July 9, 2010	Approval by RAQC Board

PURPOSE OF SOLICITATION – TO ESTABLISH A CONTRACT FOR ITEMS: The purpose of this Solicitation is to establish a primary Vendor and possibly a secondary Vendor for the purchase of diesel oxidation catalysts, closed crankcase filtration, idling reduction technologies and other technologies proposed by Vendors that fall within the scope of this Solicitation and proper to the application in conjunction with the Council's total needs. No fuels or fuel additives are eligible under this Solicitation. It is hereby agreed and understood that the Vendor will be required to provide ongoing shipments and installations of items during various delivery cycles throughout the term of the contract.

PRE-BID/OFFER CONFERENCE IS MANDATORY: A mandatory pre-bid/Offer conference will be held on Tuesday, May 25, 2010 at 9:30 a.m. at Council offices to discuss this Solicitation. A representative of the Vendor must attend this mandatory conference in order to qualify to respond to this Solicitation. Vendors who fail to attend the conference shall be considered non-responsive and ineligible for award.

FLEET INSPECTIONS: Vendors will be allowed to inspect a number of vehicle types that the Council currently has identified for retrofit. The Council will schedule inspection times and email them to all Vendors. If a Vendor misses the assigned time, they will not be allowed to reschedule another inspection. Attending the fleet inspections are voluntary.

RESPONSE TO QUESTIONS: Questions can be submitted to the Council after the mandatory pre-bid conference. During the Offer preparation period questions regarding 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. Clarification questions are allowed once per day maximum from each Vendor from the date this Solicitation is released

until 2 p.m. on Tuesday, June 22, 2010. All questions and answers will be posted on the website at www.cleanairfleets.org.

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

VENDOR INTERVIEWS: There is the potential that Vendor interviews will be scheduled either in person or by conference call. These Vendor interviews will be used to clarify Vendor Offers. It is not the Council's intention to hold these interviews if they are not needed.

TERM OF CONTRACT: This contract shall commence in July 2010 unless a protest is lodged or otherwise stipulated on the Contract, 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 the term of the contract, at which time the Council shall have the option to renew the contract for two 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 to a primary Vendor who receives the highest score when the Offers submitted by interested Vendors are reviewed by the Program Evaluation Team (PAT). It is a goal of the Council to award to a secondary Vendor with the second highest score if the point spread between the primary Vendor and the secondary Vendor is 10 points or less.

For this Solicitation, the PAT will score Responses based on the following criteria: Management Summary, Vendor Experience, Meeting Specifications, Vendor Location, Sales Plan and Cost as described below in the Scope Plan and Pricing Form.

The Council may, at its sole option, either accept a vendor's initial Offer or enter into discussions with Vendors whose Offers could be selected for award. During this negotiation period, the Council will not disclose any information derived from Offers submitted, or from discussions with other Vendors. After discussions are concluded a Vendor may be allowed to submit a "Best and Final Offer". After receipt and review of the "Best and Final Offers" and other information, the Council will determine the successful proposal(s). Once an award is made, the Solicitation file and the Offers contained therein are public record.

PRIMARY AND SECONDARY VENDOR AWARDEE COMMITMENTS

The primary Vendor award as specified above in the "Method of Award – Best Evaluative Score Based on Written Response" will receive the majority of work under this Solicitation.

If a secondary Vendor award is provided under this Solicitation, the Council will at its sole option determine the award amount based on the budget and work load of this project. The secondary Vendor is not guaranteed any work under this Solicitation.

SELECTION OF FLEETS

The Council shall, at its sole option, approve/deny funding for any fleet.

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 this Solicitation. 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 complex 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.

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). Any recall item will be fixed or replaced by

the Vendor, based upon the decision of the fleets and the Council, at no cost to program participants.

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 Offer.

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:	\$1,000,000 Aggregate \$1,000,000 Each Occurrence
Property Damage:	\$1,000,000 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
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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.

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.

NINE COUNTY PROJECT AREA: The project area is defined as the counties of Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Larimer and Weld. Installations outside this area will be reimbursed at the federal mileage rate (\$0.505 per mile), plus company per diem, plus hotels. The Council will work with the Vendor to develop an equitable reimbursement plan based on the criteria listed here and the specific fleet retrofit project scope.

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.

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.



REGIONAL AIR QUALITY COUNCIL

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

REQUEST FOR PROPOSAL COMPBD2010

SCOPE PLAN AND PRICING FORM

SECTION I – SCOPE OF WORK

Overall Project Description

The Council acts as the program manager of this large scale retrofit program. The overall program will be comprised of three major components. These components include purchasing and installing retrofit equipment on 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.

The purpose and intent of this Solicitation is to solicit sealed Offers from qualified sources to provide cost-effective retrofit equipment for vehicles within the nine county project area.

The Vendor in this project is an integral, visible part of this effort. 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.

Program Goals

The primary goals for this effort are to retrofit vehicles to reduce criteria air pollutants and greenhouse gases in the project area, protect the health of the general public and vehicle operators, and reduce reliance and use of foreign oil. The criteria air pollutants to be reduced under this Solicitation, by order of importance, are particulate matter, hydrocarbons, oxides of nitrogen and carbon monoxide.

In the past, the Council has served as the primary recruiter of fleet vehicles. The Council is seeking Vendor Offers detailing how Vendors will assist recruiting fleets that are candidates for retrofit. The Council will still be involved in fleet recruiting but seeks assistance in this effort. The Council seeks to retrofit the following vehicle types with the specified equipment.

- Vendors shall provide tailpipe retrofits, crankcase filtration retrofits and engine and cab preheater options for all types and sizes of school buses.
- Vendors shall provide tailpipe retrofits, crankcase filtration retrofits and engine, cab and hydraulic preheating options for on-road equipment that includes trash trucks, dump trucks, water trucks, semi-trucks, and other types of public works vehicles.
- Vendors may provide exhaust retrofits, crankcase filtration retrofits and engine, cab and hydraulic preheating options for off-road construction equipment for vehicles that include backhoes, graders, bulldozers, etc.

The Council also seeks Offers of other types of equipment that meet the program intentions and goals in this scope of work.

Vendor Offers should be based on the following priority areas and funding amounts when determining pricing. More funding will be available in the future if Vendors perform satisfactory work under this Solicitation.

Priority Area 1 – Diesel Oxidation Catalysts (DOC) and Closed Crankcase Filtration (CCF)

The Council has ~~\$300,000~~ \$400,000 dedicated to diesel oxidation catalysts and closed crankcase filtration for EPA or CARB approved applications. In some instances the Council will allow demonstration projects as described in the Technical Specifications below.

Priority Area 2 – Engine Idling Reduction Systems

The Council has ~~\$300,000~~ \$400,000 dedicated to idle reduction systems that at a minimum include engine preheaters, in-cab heating and hydraulic heating for vehicles.

SECTION II – TASK PLAN

Task 1 – Retrofit Planning

Upon award, the Vendor will work with the Council and program participants listed above to determine the specific vehicles to be retrofitted, to develop an installation plan, and implement the installation plan.

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 retrofit equipment including brackets, hangers, hosing, idling reduction options, diagnostic equipment, monitoring and warning equipment and other 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 2 – 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. 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. Installation could also take place on-site at the fleet headquarters, on job sites or at the Vendor location. The installation location will be up to the participating fleet.

The Vendor will provide installation training for any equipment that the fleet is required to/wants to install itself.

Invoicing & Payment

The invoicing process may be lengthy due to the required federal grant-recipient payment processes and procedures. 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 per grant. The Vendor will work with participating fleets and the Council to install equipment. The Vendor will then compile installation invoices onto the designated Council summary invoice template for submittal to the Council. The Council will then get required approval signatures from the fleet and survey fleets on the performance and quality of installation of equipment. If a problem is found with the invoicing or installation of equipment, invoices will not be submitted and all net payment terms and late fees are waived by the Vendor.

During the first week of each month, the Council will compile all the submitted summary invoices for the preceding month for submittal to grantor agencies. The Vendor will work with the Council and program participants to ensure program invoicing and paperwork is timely and clear. Grantor agencies then review the submittals and issue payment. Once payment is received from the grantor agencies to the Council, the Council will reimburse the Vendor on the 15th or end of the appropriate month.

Equipment Training

The Vendor will train core staff at each fleet where they install equipment. The Council will require documentation on which staff this training was provided to. At a minimum, this training will be provided to the fleet manager and the lead technician and review the product manual and diagnostic and trouble shooting for all equipment installed in the fleet.

The Vendor will have an annual idle reduction system training in the Denver metropolitan area in the August/September timeframe to educate fleets on diagnostics and trouble shooting for any fleets that the Council works with. This training will last approximately 2 hours. The Council will work closely with the Vendor to find a location and assist with notification to all fleets. The training should take place at the Vendor location and shall have appropriate technical staff to field questions. The cost of this training to the Vendor is limited to staff time.

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 a running log 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;
- ✓ Meetings with 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 or trains fleet on installations;
- ✓ Upon installation of each piece of equipment, Vendor has fleet check off on installation and provide paperwork on installation;
- ✓ Vendor then provides a summary invoice to the Council (on Council template) at the first of the month for the preceding month;
- ✓ Council surveys fleet on Vendor's performance and installations.
- ✓ Council compiles invoices and submits reimbursement to grantor agencies on the first of the month for the preceding month;
- ✓ RAQC pays Vendor net 60/90 days.

Task 3 – Outreach

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

Task 4 – 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 and fuel usage from project vehicles. The technologies obtained through this Solicitation must meet or exceed the requirements of the specifications listed below to get full points.

DOC/CCF SPECIFICATIONS

The equipment specifications below are for technologies designed specifically to reduce emissions from medium and heavy duty diesel vehicles. 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 these types of demonstration projects, flexibility to meet fleet needs is critical. However, the final decision regarding any type of demonstration installation will be up to the Vendor.

Diesel Oxidation Catalysts

- Must meet or exceed EPA or CARB Level 1 verified;
- 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 in U.S. 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 must be available to provide installation and maintenance training;

Diesel Oxidation Catalysts/Closed Crankcase Filtration Combination

- DOC/CCF must meet or exceed 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 in the U.S. 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 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;

Closed Crankcase Filtration (Demonstration)

- Must be a component in an EPA or CARB verified combination (use for demonstration projects);
- 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;

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 U.S.;
- Must be EPA or CARB 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;
- Must be warranted to the end user for a minimum of 5 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.

PRE-HEATERS SPECIFICATIONS

Idle Reduction Systems

The RAQC seeks equipment to reduce vehicle idling. The technologies obtained through this Solicitation must meet or exceed the requirements of the specifications listed below.

At a minimum, the RAQC seeks:

- Equipment to preheat the engines of school buses, public works vehicles and other equipment.
- Equipment to preheat the engines and cabins of school buses, public works vehicles and other equipment
- Equipment to preheat the engines, cabins and hydraulics of public works vehicles and other vehicles.
- Other options are eligible but must meet the program goals.

The successful Vendor will propose a fully self contained system that includes the following specifications:

- The preheat system shall address the basic idle reduction needs of the vehicle type. This should include bringing the engine and/or cab and/or hydraulics, and possibly other

components, to operating temperature. This Solicitation is designed to allow for Vendor to provide multiple options.

- The system shall use engine fuel as a source of combustion. Fuel sources could include; #1 Diesel, #2 Diesel, ULSD, B20 (bio-diesel at a 20% blend), E85 (ethanol blended at 85% ethanol and 15% gasoline) and gasoline. Vendor must explain all fuels their equipment works with.
- Pre-heater shall come installed with a 7 day programmable timer;
- The amount of time needed to obtain operating temperatures should be minimal.
- Response should be based on several factors including, but not limited to:
 - System heats multiple systems as indicated above.
 - Alternative fluid source should be based on hydraulic fluid with a standard viscosity rating of 32.
 - Amount of alternative fluid heated shall be based on two ranges – lower range is 20 to 35 gallons and upper range is 35 to 55 **+ maximum** gallons.
- The system should have an adjustable temperature management system. If not the Vendor must explain why a temperature management system is not included. The system should be:
 - Designed to operate only if ambient temperature is below desired level.
 - Designed to operate only during operational need.
 - Designed to operate consistently with a +/- **5 7 degree** temperature range.
 - Designed to have a low voltage shut off to.
- System operating parameters should be adjustable preferably via USB link to a laptop computer. Computer program should have monitoring and troubleshooting capability. Please describe software capabilities and the maintenance package, which should include at a minimum technical supports and upgrades.
- Specify Heat Output in BTU/hr(KW): Minimum 4,000 Btu/H
- Specify Fuel Consumption (l/hr) full/partial (i.e. 0.9-0.2):
- Rated Voltage: 12 – 24 volts
- System should have internal diagnostic capabilities.
- No repair or new product will be substituted, without prior written consent by the participating agencies.

Installation Scope of Services:

- Installation shall take place during hours agreed upon by participating fleets. These hours include first or second shift and on weekends. The goal is to limit downtime during operational hours.
- Vendor shall bring their own tools to the work site unless previously agreed upon with the fleet.
- Installation of equipment shall typically be performed at the fleet facility unless otherwise agreed upon.

- All associated plumbing shall meet any and all applicable State and Federal codes.
- All associated plumbing and electrical routing shall be securely fastened to minimize abrasion damage.
- All associated brackets that are altered, drilled or fabricated need to be free of sharp edges and should be sanded and painted to match the vehicle.
- System installation and operating functions shall not void any manufacturer's warranty.
- Idle technology will be routed to eliminate any noxious fumes from entering cab area.
- All plumbing and fuel lines will be routed to minimize exposure to heat or ignition source.
- Electrical connections will use insulated connectors designed to eliminate moisture thus minimizing exposure to road liquids such as magnesium chloride.
- Any modifications to fluid tanks will be tested to ensure that the integrity of the tanks original purpose and design is met as it pertains to any and all applicable State and Federal codes. The modifications shall not void the original manufacturer's warranty.
- Prior to placing idle reduction systems into service, Vendor will verify that any incorporated fluid (i.e. supply fuel or hydraulic system) is free of contamination and all the tanks are secure and intact.
- Idle reduction system should have a fuel shut off installed designed to eliminate downtime of equipment if unit has to be removed for a period of time.
- Idle reduction system installation will include the ability to bypass, shut off, or reroute any or all portions of the system function individually. For example, if the cab heat portion of the system is experiencing a problem that part of the system should be able to be bypassed without having an impact on the other functions.
- Upon idle reduction system installation completion, parameter adjustments and operating verification, the preheat fuel filters should be visually inspected to ensure that no debris has accumulated within the initial test period. Should the filter contain visible contamination the filter must be changed as part of the project.

Warranty

The Vendor shall include in the Appendix of their Offer details regarding all warranties for all equipment proposed.

All tailpipe and crankcase equipment shall have a 5 year ~~100,000~~ 150,000 mile warranty for all parts and labor.

All idle reduction equipment shall have a minimum two (2) year/ 2,000 hour warranty for all parts and labor. Vendor shall extend the warranty for 6 months for idle reduction heating units installed after March 1st of any given year. Any cooling technology will have the warranty extended 6 months if installed after September 1st of any given year. If idle reduction system abrasion occurs, the Vendor is responsible for all towing costs related to the road call.

The Vendor shall inform the Council of all service calls and warranty work performed under this Solicitation. It is the responsibility of the successful Vendor to facilitate the exchange or repair of

equipment during the warranty period.

The installation warranty shall include the removal and installation of any equipment or components of the equipment covered under the manufacturer's warranty at no cost to the Council or the fleet.

Each type of equipment shall include the following manuals as requested by each agency, not to exceed one set of manuals per vehicle/equipment installation:

- a specification's manual,
- a operator's manual,
- an owner's manual from the manufacturer, and
- a suggested schedule for preventive maintenance services if any.

Repair times stated in the maintenance portion of this Solicitation will apply to the warranty period as well.

Maintenance

The successful Vendor will respond by telephone within 1 business day to the fleet or Council regarding any problems with equipment/installations performed under this Solicitation. A service technician will be on site within 2 business days after the call is placed by the fleet or Council. Equipment repairs must be completed within four (4) business hours after the technician arrives on site. These times may be extended due to delays in receiving parts with prior notifications and approval from the fleet or Council. The technician responding to the call must check in with the local government/company Fleet Services Department upon arrival and before departure.

SECTION IV – OFFER PREPARATION AND SUBMISSION REQUIREMENTS

Vendor must provide **one original** (clearly marked) and **twelve copies** of their Offer. The Offer must be typed and no more than 15 pages long including cover page. All equipment verification letters, studies, samples, certificates and other required documentation may appear in an appendix not to exceed **25 40 pages** that will not count towards the 15 page limit. Vendor response must be received before the due date and time as specified above.

The Council requires 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. Council grantors require this. The Council will not require it but the PAT will not search for answers if they are not easily found.

Vendors are expected to provide a professionally written Offer. The Offer 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	25
Ability to Meet Specifications	20
Vendor Location	5
Sales Plan	15
Cost	25
Total Score	100

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

1. Include the Vendor Clarifications and Proposal Checklist signed in blue ink with the company seal (This does not count towards the 15 page Offer limit).
2. Provide an Executive Summary of the Offer's key points and highlight the benefits to the Council and participating fleets. Include why Vendor's proposed solution and company is best suited to meet the needs of the Council and participating fleets.
3. 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.

B. Vendor Profile/Installer Experience. Professional presentation and addressing all the requirements below result 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, organizational structure of your company and support staff.

3. Provide an organizational chart for the company and a resume or paragraph about each employee that will be assigned to this account discussing his/her qualifications and experience as it pertains to the requirements of this account. Experience of installers is critical and must be disclosed here. The successful Vendor must have a minimum of 3 full-time employees.
4. Discuss your firm's experience and qualifications **in the State of Colorado**. In particular, include your firm's experience and qualifications and capabilities of handling a project of this size and scope. Provide a description on your quality control program (installation, testing, oversight, follow-up and re-testing). Discuss any challenges or risks anticipated within the project and how the Vendor can address these issues. If Vendor does not have Colorado experience, points will be lost under this section.
5. Provide an estimated timeline for all the necessary steps in the process for different the different tailpipe and idle reduction technologies proposed. Include time estimates of how long each step will take to provide sales support, inspecting vehicles, ordering product, delivery of product, coordinating with the fleet and installing product in the field.
6. Provide a minimum of five major account references from present customers who utilize equipment, services and scope of work similar to 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.
7. Vendors must provide details as to the utilization of subcontractors employed by the Vendor to complete this project. See Special Terms and Conditions – Use of Subcontractors above for detail.
8. Vendor shall provide an overview of their drug and alcohol compliance policy (detail can be provided in the Appendix).
9. Vendor must explain their net 60 payment terms and net 90 finance charges.
10. **CONFIDENTIAL**: Provide a statement of the Vendors financial stability and any legal actions taken against the company for the past 5 years. Vendor shall provide financial statements (audited preferred) for the most recent fiscal or calendar year end or other annual reports that demonstrate financial stability and creditworthiness. This information shall be placed in an envelope within the Vendor Offer and be marked **CONFIDENTIAL**. If it is not marked **CONFIDENTIAL** it will be an open public record upon project award. Only one copy of this information needs to be included with the original proposal. This information does not count towards the Offer or Appendix page limit.

C. Equipment Specifications. Vendors must address all of the following and include any additional information that demonstrates a high level of performance and reliability.

1. Describe the ability to meet the specifications detailed above. Provide brochures of the equipment being proposed in the Offer appendix.
2. Identify where the equipment or Vendor fails to meet or exceed the specifications required in this Solicitation. Identify where the equipment or company exceeds specifications listed in this Solicitation, which could result in a higher score.

3. Provide warranty information for the equipment being proposed. Include any evidence of reliability that might be available from independent sources.
4. Provide recommended maintenance intervals for each type of equipment.

D. Vendor Location. Vendor must provide information on where they are located, and how they intend to deliver and install equipment for all program participants listed in this Solicitation. All points are awarded if the Vendor has a permanent business location in the nine county project area as defined by this Solicitation at the time of the Offer 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 nine county project area.

E. Sales Plan.

1. Provide a description of how the Vendor can assist the Council in recruiting fleets in the nine county project area that are currently not in the Council's program. The Sales Plan should also list fleets the Vendor currently works with that may be interested in the equipment provided in this Solicitation.
2. This Sales Plan should include the number of staff dedicated in the area to sales on project equipment.
3. Provide a description of any process improvements the Vendor can provide to reduce equipment downtime and project costs.

F. Cost Requirements.

1. Low cost is the primary scoring factor under this section. An overall lower unit cost (including testing, ongoing costs, etc.) will increase the chances of a higher score.
2. Pricing shall be kept simple and clearly explained. Pricing clarity increases the chances of a higher score. Costs that are difficult to understand will score low. 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 (i.e., DOCs for on-road vehicles over 400 hp are \$1,500). The Council does not want pricing based on the unit to be retrofitted since this Solicitation and Vendor Offer will be utilized for future program needs.

Pricing Tables:

Pricing forms are provided to standardize the format for cost Offers and for ease of evaluating each Offer. **Offers must be included on these sheets – only changes to add rows/options or adjust column widths are allowed.**

PRICING FORM I – TAILPIPE/CCF EQUIPMENT: In Pricing Form I below please explain all costs per unit. All pricing should be the same for all fleets and Vendors should develop their costs to meet this requirement.

Vendor's Offer must provide all costs in this Offer to fully implement the required specifications and scope of work. The cost being provided must be a delivered price to each of the program participants.

Vendor must provide pricing for equipment costs, labor to install equipment, testing costs, fleet training for self-installation or any miscellaneous costs. All maintenance training and miscellaneous costs must be explained by the Vendor. All costs not itemized 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. Estimated annual costs to include filter costs, etc. must be included under Ongoing Annual Costs.

A detailed, understandable price sheet for all maintenance items pertaining to any equipment offered is required under this Solicitation (i.e., replacement parts, filters, software, etc). This price sheet shall be included in the Appendix and clearly marked “PRICING FORM I PARTS” and broken out to reflect the options the Vendor offers in Pricing Form I below.

PRICING FORM II – IDLE REDUCTION SYSTEMS: In Pricing Form II below please explain all costs per unit. All pricing should be the same for all fleets and Vendors should develop their costs to meet this requirement.

Vendor must provide pricing for equipment costs, labor to install equipment, testing costs, fleet training for self-installation or any miscellaneous costs. All maintenance training and miscellaneous costs must be explained by the Vendor. All costs not itemized 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. Estimated annual costs to include filter costs, etc. must be included under Ongoing Annual Costs.

A detailed, understandable price sheet for all maintenance items pertaining to any equipment offered is required under this Solicitation (i.e., replacement parts, filters, software, etc). This price sheet shall be included in the Appendix and clearly marked “PRICING FORM II PARTS” and broken out to reflect the options the Vendor offers in Pricing Form II below.

PRICING FORM III – IDLE REDUCTION SYSTEMS:

Please define equipment specifications. Each option should meet base specification guidelines detailed in Scope Plan and Pricing Form of this document.

PRICING FORM IV: This bid will be used for future programs. Therefore, RAQC requests that Vendor include any volume discounts for future efforts to be included in Table IV. These volume discount percentages will be deducted from the Total Cost in Pricing Form I if over 20 units are purchased on an order per fleet. Volume discounts will be evaluated as a part of the award criteria.

TAILPIPE AND CRANKCASE EQUIPMENT

Pricing Form I – Tailpipe Equipment Cost Per Unit (Prices for 1 to 20 Units)

	Equipment Brand Name	Equipment Cost	Install Cost	Installation Training per Equipment Type	Misc. Costs*	Ongoing Annual Costs**	Total Cost
Option 1	DOC – bus						
Option 2	DOC/CCF - bus						
Option 3	CCF – school bus						
Option 4	DOC – public works fleets						
Option 5	DOC/CCF – public						

	works						
Option 6	CCF – public works						
Option 7							
Option 8							
Option 9							
Option 10							

*Vendors must explain and itemize all miscellaneous costs

**Vendors must explain and itemize all ongoing annual costs (fuel filter costs, etc.)

IDLING REDUCTION TECHNOLOGIES

In each table please ensure that options 1 through options 10 are consistently related in Pricing Forms II and III.

Pricing Form II – Idle Reduction Cost Per Unit*

	Equipment Brand Name	Equipment Cost	Install Cost	Installation Training per Equipment Type	Misc. Cost*	Ongoing Annual Costs**	Total Cost
Option 1	Small engine preheater - bus						
Option 2	Large engine preheater – bus						
Option 3	Small engine preheater – public works vehicle						
Option 4	Large engine preheater – public works vehicle						
Option 5	Cab heater						
Option 6	Large hydraulic heater						
Option 7	Small hydraulic heater						
Option 8							
Option 9							
Option 10							

*Vendors must explain and itemize all miscellaneous costs

**Vendors must explain and itemize all ongoing annual costs (fuel filter costs, etc.)

Pricing Form III – Idle Reduction Equipment Parameters

	BTU/Hr	Fuel Consumption/Hr	Alternative fluid heating time (low range/high range)	Ambient Temp. Yes/No	Computer diagnostics/s etup via USB
Option 1	Small engine				

	preheater - bus				
Option 2	Large engine preheater – bus				
Option 3	Small engine preheater – public works vehicle				
Option 4	Large engine preheater – public works vehicle				
Option 5	Cab heater				
Option 6	Large hydraulic heater				
Option 7	Small hydraulic heater				
Option 8					
Option 9					
Option 10					

Pricing Form IV – Volume Discounts***

Pieces of Equipment	Tailpipe/CCF Percentage Reduced	Idle Technologies Percentage Reduced
21- 40 Units		
41- 60 Units		
61-80 Units		
81-100 Units		
101+ Units		

***Volume discounts will be enforced on a per order basis

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

_____ %