



REQUEST FOR PROPOSALS (RFP)

No. R10-088CR

SUPPLY LUBRICATION PRODUCTS, ANTIFREEZE & OIL ANALYSIS SERVICES

for
City of Colorado Springs Fleet Management Department

PROPOSALS ARE DUE NO LATER THAN 3:00 p.m.
THURSDAY, SEPTEMBER 9, 2010

Cheryl Rea, Senior Contracting Specialist
City of Colorado Springs Finance Dept/Contracting Division
30 S. Nevada Ave., Ste 201
Colorado Springs, CO 80903
TEL: (719) 385-5264
FAX (719) 475-8477
E-Mail: crea@springsgov.com

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SECTION I

1.0 PROPOSAL INFORMATION

1.1 RFP ISSUE DATE

Request for Proposal (RFP) Number R10-088CR is being issued and posted on the City's website www.springsgov.com/contracting on August 11, 2010.

1.2 PROPOSAL INFORMATION

Section I provides general information to potential applicants on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.3 SUBMISSION OF PROPOSAL

- a. **Sealed offers** are to be submitted to:
Cheryl Rea, Senior Contracting Specialist
City Contracting Office
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903
*******NO LATE OFFERS WILL BE ACCEPTED*******
- b. **Date/Time:** Proposals shall be received on or before **3:00 p.m. local time, September 9, 2010.**
- c. **Identification of Proposal:**
Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the offeror's name clearly marked on the outside of the envelope(s) or container(s).
- RFP No. R10-088CR: Lubricants, Antifreeze & Oil Analysis**
Due Date: September 9, 2010, 3:00 p.m.
Company: _____
- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offerors and then resealed.

1.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this project.

1.5 NUMBER OF COPIES

Applicants shall submit **one unbound original** set and **five (5) copies** of all proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** shall be clearly marked **'ORIGINAL'**.

1.6 PROPOSAL INFORMATION

- A. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **seven (7) calendar** days prior to the deadline for submission of offers.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential applicants.
- C. This is not a public bid opening, therefore, the City of Colorado Springs will not release any information pertaining to the number of offers received, names of respondents, or pricing until an award is made. The City of Colorado Springs will confirm receipt of your proposal if requested.

1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an applicant believes that parts of an offer are confidential, then the applicant must so specify. The applicant must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the applicant believes to be confidential. The applicant must submit in writing specific detailed reasons, including any relevant legal authority, stating why the applicant believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.8 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The applicants are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.3 above).

The City of Colorado Springs will post all addenda on the City's web-site www.springsgov.com/contracting. **It is the Offeror's responsibility to check the web-site for posted addenda** or contact the Contracting Specialist listed in Section 1.14 to confirm the number of Amendments which have been issued.

1.9 WITHDRAWAL OR MODIFICATION OF OFFERS

Any applicant may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.3 above).

1.10 ACCEPTANCE

- A. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- B. By submitting an offer in response to this solicitation, the applicant agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline (see 1.3 above). The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the offeror expressly states in its proposal that the acceptance period is limited to the initial 60 calendar day period.
- C. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the applicant to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.11 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the applicant's expense and are the applicant's total responsibility.

1.12 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value including price and other factors in the proposal submitted (see Section IV for evaluation elements).

1.13 CONTRACT ADMINISTRATION

The City of Colorado Springs Fleet Management Department shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.14 INQUIRIES

Questions about the RFP shall be in writing and directed to Cheryl Rea, at the address indicated below and must be received no later than **seven (7) calendar days** prior to the deadline for submission of offers. A written response to any inquiry will be provided in the form of an Amendment to the solicitation. See 1.8 Amendments.

Cheryl Rea, Senior Contracting Specialist
City Contracting Office
30 S. Nevada Ave. Suite 201
Colorado Springs, CO 80903
Telephone: (719) 385-5264
Fax: (719) 475-8477
E-mail: crea@springsgov.com

The preferred method of submitting questions is by e-mail to the Contracting Specialist.

1.15 PERFORMANCE PERIOD

The term of this contract will be for one year from Notice to Proceed. The City reserves the right to renew the contract for four (4) additional one year periods at the sole discretion of the City. The resultant contract may be written with additional renewal options and/or extension clauses if deemed to be in the best interest of the City.

1.16 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above in 1.14. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

1.17 SCHEDULE OF EVENTS

The Request for Proposal schedule of events is tentatively scheduled as follows:

Advertise Requirement & Issue RFP	8/11/10
Pre-proposal Conference	n/a
Written Questions Due Date	9/2/10
Proposal Submittal Due Date	9/9/10
Short List Selection (optional)	September, 2010
Interviews (optional)	September, 2010
Award of Contract	October, 2010

1.18 TERMINOLOGY

The term Contractor, Consultant, bidder, offeror, vendor, respondent or proposer shall have the same meaning in this Request for Proposal. "City" or "City of Colorado Springs" refers to the City of Colorado Springs.

1.19 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

1.20 SUBSTANTIVE PROPOSALS

The contractor shall certify (a) that contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that contractor has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) contractor shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.21 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.22 ENVIRONMENTAL SUSTAINABILITY PRINCIPLES

After the contract is awarded to the successful respondent, the City will request you provide your company's ability to help the City implement its Environmental Sustainability Principles in regard to this item. This will be for our records only and not a factor in contract compliance. Examples would be: recycled and recyclable materials, avoiding toxic materials, resource conservation practices, pollution prevention and your company's green practices, etc.

SECTION II – SCOPE OF WORK

2.0 INTRODUCTION & SUMMARY OF INTENT

The City of Colorado Springs is interested in contracting with a vendor to supply various lubrication and antifreeze products and oil analysis services for the Fleet Management Department. It is the intention of the City of Colorado Springs to establish a contract with one supplier for all of the related products and services.

All interested firms are invited to submit a proposal in accordance with the conditions and dates set forth herein, but the product that they are offering must meet or exceed all minimum specifications. The decision to award a contract will be based on established criteria. Proposals will be required to include technical information that describes the product and how it meets or exceeds the requirements that are listed. Acceptance or rejection of any exceptions or additions to the technical specifications is at the sole option of the City of Colorado Springs evaluation team.

2.1 OBJECTIVES

The main objective of this RFP is to contract with a firm that can supply and deliver the specified products to Fleet Management. The successful contractor will also manage the inventories and must be able to maintain a sufficient local stock of product to meet the needs of Fleet, and have the ability to deliver the product and fill Fleet service trucks at no additional charge in a timely manner.

2.2 ESTIMATED REQUIREMENTS

Based on historical Fleet data, the City estimates that it will spend approximately \$160,000.00 per year on the specified products and services. This is an estimate only; actual quantities ordered may fluctuate up or down.

2.3 PRODUCT REQUIREMENTS AND PROPOSED EQUIVALENTS

- A. The products currently used by the City are listed in Exhibit A. The use of a brand name or the name of a proprietary product or a manufacturer's name in these specifications is used only for the purpose of making an expression of description and function and shall not be intended to identify the item as an exclusively acceptable product. The use of a name in these specifications shall not be considered as an endorsement of a product, nor may these specifications be used for advertising purposes. **PROPOSED PRODUCTS MUST MEET OR EXCEED THE SPECIFICATIONS FOR THOSE PRODUCTS LISTED IN EXHIBIT A.**
- B. Any respondent proposing equivalent products must provide a complete product interchange. In the event that requested interchange information is omitted and can't be provided upon request during evaluation, then the proposal will be considered non-responsive and removed from further consideration. Respondents may also be required to furnish samples for evaluation and used by the City to determine acceptability as an approved equivalent. Note that since the submitted samples will be used during the evaluation they will not be returned. Samples must be provided upon request at no cost to the City.
- C. The quantities listed for each of the items in Exhibit A are only estimated quantities. Contractors are required to propose a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each respondent will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. For proposal purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the offer.
- D. If a brand other than what is currently being utilized is being proposed for usage then vendor must ensure/warrant that there won't be any risk to City equipment from product blending, etc. If oil is not compatible with current product vendor shall absorb cost of changing and/or flushing each system.

2.4 INVENTORY MANAGEMENT

The successful contractor is required to visit each location (See 2.5, Delivery) on a monthly basis, evaluate the current product inventory levels, and reorder based on the current levels. The only exception to this schedule is the main garage at 404 W. Fontanero; this location must be serviced weekly. The contractor is responsible for maintaining inventory levels, ordering, and delivery of the products. All orders must be pre-authorized by the City of Colorado Springs contract administrator (per site). **The successful contractor must have local facility (defined as within a 20 mile radius of downtown Colorado Springs) for bulk filling of Fleet's field service trucks.**

2.5 DELIVERY

- A. All prices are to be quoted F.O.B. Destination, and all deliveries shall be made to the appropriate locations. There are approximately 8-10 sites to be serviced. A schedule will be coordinated with the successful contractor.
- B. The successful supplier shall maintain a sufficient stock of merchandise in the local area (defined as within a 20 mile radius of downtown Colorado Springs) to meet the needs of the City at any time and shall, upon notice, deliver any of the contracted merchandise to the City without additional charge for delivery. Should the supplier be unable to furnish said merchandise within the time specified by the City upon contract award, it is understood that the City reserves the right to procure such merchandise from other sources without affecting the contract.
- C. The successful contractor shall also pick up empty drums as needed and apply financial credit if applicable. Drums must be disposed of in accordance with all Federal, State, and Local laws and regulations. The City's Environmental Services Department reserves the right to audit the disposal process. Upon contract termination the contractor is responsible for immediately picking up all containers.
- D. On rare occasions, after hours deliveries will be required. Successful contractor must be able to accommodate this requirement at no additional charge to the City.
- E. In addition to the bulk products identified, the City of Colorado Springs Fleet Management Department will order petroleum products by case lots of quarts and gallons; 5, 16, 35, and 55 gallon drums and 35, 120, and 400 pound pails.
- F. Contractor will be required to maintain MSDS sheets on all products and be able to provide MSDS information to the City upon request.
- G. Current Locations:

Location	Address
<u>Main Garage</u>	404 W Fontanero St
<u>South Garage</u>	1210 S Hancock Expwy
<u>Airport Garage</u>	5750 Milton E. Proby Parkway
<u>Police Ops Center (POC)</u>	705 S Nevada Ave
<u>Falcon Substation</u>	7850 Goddard St
<u>Stetson Hills Substation</u>	4110 Tutt Blvd
<u>Sand Creek Substation</u>	4125 Center Park Dr
<u>Gold Hills Substation</u>	955 W Moreno Ave

2.6 OIL ANALYSIS

The City desires a laboratory analysis of crankcase oil, hydraulic fluid, and automatic transmission fluid samplings obtained from approximately 500 special mobile equipment units (tractors, backhoes, tampers, graders, etc.) and cars, trucks, and buses (upon request). Samplings may be taken once every 30 days as requested by the City. Estimated usage is 3,000 samples per year.

- A. Contractor will supply all sample bottles, hoses, cartons, and labels need to retrieve the samples and ship them to the lab.
- B. Contractor shall be responsible for any additional equipment necessary to complete the test. They shall be supplied to the City at the contractor's cost.
- C. Contractor will provide permanent record keeping of all test results.
- D. Contractor will provide the City with written results of all tests.
- E. Contractor will process all samples within 24 hours of receipt. Contractor will call the City immediately if test results indicate catastrophic failure is likely.
- F. All records will show not only current same, but include at lease three (3) samples in arrears.

- G. The oil analysis lab shall be tested by oil manufacturer for accuracy once a year and results sent to Fleet Management.
- H. Contractor shall provide City staff training for oil analysis sampling procedures and evaluation of oil analysis results.

2.7 CONTRACT DURATION & RENEWAL OPTIONS

The term of this contract will be for a one-year period, and may be renewed for four additional one-year periods if deemed to be in the best interest of the City. It is the intent of the City for this relationship to be developed in such a positive and advantageous fashion, that the renewal year options will be exercised. Rates and changes to the contract can be negotiated on a semi-annual basis if needed, and if there are changes proposed, the basis and reasons for such changes must be provided and explained before approval is obtained. The City reserves the right to either accept pricing, negotiate, or re-solicit the project in its entirety.

SECTION III

3.0 PROPOSAL FORMAT & CONTENT

Your written proposal should include the information in the format outlined below. We recommend that you include concise, but complete information about your firm, emphasizing why you believe your firm to be best qualified for this project. Short listed firms may be required to make a formal, in person presentation to the selection committee. The City reserves the right to make a selection of the successful respondent from the original proposal submittals. **In order to expedite the evaluation of proposals, respondents shall organize their proposals in the sequence specified below.** Proposals not addressing the following items may be considered non-responsive.

3.1 DETAILED COMPANY BACKGROUND

The contractor shall provide a narrative description of their business. This narrative shall include, but not be limited to:

- A. Provide a brief history and overview of your company (organizational structure, length of time in business, etc) with special emphasis on how this project will fit within that structure.
- B. Provide the firm's name, address, contact person, phone, fax, e-mail, and web site address.
- C. Description of your facilities and locations that can provide product and service when needed.

3.2 PRODUCTS OFFERED

Provide a description of the proposed products and interchange information if applicable, as listed in section 2.3. Respondents may propose multiple product lines as long as the products meet or exceed minimum specifications.

- A. Respondents must provide documentation that proposed products meet all SAE, API, ISO, AGMA and ASTM specifications.
- B. Respondents must provide documentation that proposed products meet manufactures specifications and that product is approved by major manufacturers.
- C. Address plan to accommodate transition issues if brands are being proposed differ from brands specified (i.e. how will the vendor ensure/warrant that there won't be any risk to City equipment from product blending, etc). If oil is not compatible with current product indicate if respondent is willing to absorb cost of changing and/or flushing each system, and the associated plan for accommodating this requirement.

3.3 INVENTORY MANAGEMENT & DELIVERIES

Describe your plan to satisfy City requirements as listed in section 2.4 in the area of inventory management to include staffing, ordering policies and procedures, etc. Describe your delivery procedures.

3.4 STOCK AVAILABILITY & DELIVERY

Describe your plan to satisfy City requirements as listed in section 2.5.

- A. Describe your warehouse (address, physical description, etc) and product availability.
- B. Describe your delivery procedures and discuss your standard hours of operation and how you handle after hours delivery requests.

3.5 OIL ANALYSIS

Describe your plan to satisfy the City's requirements for lab analysis as listed in section 2.6. Address the following items:

1. Does the contractor have a complete and scientific oil analysis program in effect?
2. Does the contractor have the capability to analyze approximately 3,000 samplings per year?
3. Indicate the approximate time required to analyze a sample and forward the results to the City.
4. Does the contractor have the ability to cover the following information regarding the elements and chemicals found during analysis?
 - Viscosity (as tested)
 - Presence of water or glycol
 - Presence of dirt or silica
 - Presence of fuel
 - Presence of soot
 - CU, PB, FE, CR, AL and NA in PPM (trace elements). Run TBN for base values of oil if required.

5. Indicate the procedures required in obtaining any physical handling of samples by the City.
6. Provide a sample of completed oil analysis report forms.
7. Provide a price per sample.
8. Provide training plan for City staff.
9. Furnish any other pertinent information regarding lab analysis as it pertains to this RFP.

3.6 FINANCIAL PROPOSAL

- A. Provide pricing for the items listed in Exhibit A. Indicate maximum timeframe that pricing will be valid (minimum of 6 months). Indicate proposed pricing methodology for any necessary price increases.
- B. Provide pricing for lab services as listed in 2.6 and 3.5.
- C. Describe how pricing will be determined for items that are not listed in the Exhibits but that may be required throughout the year on an as needed basis.
- D. Discuss the method used for determining renewal pricing, and any other elements that would impact the financial element of the resultant long term contract.

3.8 MISCELLANEOUS

- A. Indicate if your firm is interested in partnering with the City on any type of sponsorships (i.e. advertising on the City's website, financial support towards City and/or community fundraising, event sponsorship, etc.). If so, please describe.
- B. In addition to oil analysis sampling training, indicate any other training your firm can offer to the City at no additional cost.
- C. Describe any additional information that will make your proposal favorable to the City.

3.9 REFERENCES

Provide a list of past and present clients for contracts of similar size and scope, and which products they use. Include the contact name and phone number.

3.10 SUBMITTALS

Submit **five (5) copies and one (1)-unbound original** of all information requested herein, including all attachments.

3.11 EXCEPTIONS

Any proposed changes to scope or deliverables must be clearly identified in the proposal. Please note that all Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form. All potential Offerors are hereby advised that any exceptions taken, as identified on the submitted Exhibit 2, may be considered during the evaluation phase, which may effect the final scoring of proposals.

SECTION IV

4.0 EVALUATION PROCESS

4.1 EVALUATION CRITERIA

This is a competitive procurement for the development of a potentially long term contract. The financial proposal is an important factor, but the successful proposal will be the one that offers the City the best combination of financial proposal, quality of product and service, and effectiveness at addressing the scope of work. The Selection Committee will judge the merits of the proposals received and may or may not conduct interviews for final selection. Proposals will be evaluated on the following criteria listed in order of importance (criteria items can also be equal in importance):

- A. PRODUCT OFFERING
- B. FINANCIAL PROPOSAL (including both product and lab service considerations)
- C. STOCK AVAILABILITY, DELIVERY, & INVENTORY MANAGEMENT PLAN
- D. OIL ANALYSIS SERVICES
- E. REFERENCES & ADDITIONAL INFORMATION
- F. OVERALL QUALITY & COMPLETENESS OF PROPOSAL

The City of Colorado Springs reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the job in whole or in part, if it is in the best interest of the City of Colorado Springs.

4.2 SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" proposers considered to be in the competitive range.

If oral presentations (interviews) and/or product demonstrations are conducted, they will also be scored. The selection committee may request revisions to the proposal from each of the proposers at the conclusion of the interviews and the revisions will be scored accordingly.

4.3 AWARD OF CONTRACT

The City reserves the right to award this contract not necessarily to the proposer with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the study. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to insure fulfillment of all its obligations. The contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION V

5.0 ADDITIONAL CONTRACT TERMS AND CONDITIONS

Standard contract terms and conditions are included in the sample contract, Exhibit 4.

5.1 PIGGY BACK PROVISIONS

Other governmental agencies may be extended the opportunity to utilize the resultant award at the bid price(s) with the agreement of the successful Offeror. Requests for participation will be coordinated by the applicable governmental agency, and that agency will be responsible for issuing their own contractual document(s).

5.2 GRATUITIES

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5.3 DRUG FREE WORKPLACE

The Contractor, if other than an individual, shall—within 30 days after award, or as soon as possible for contracts of less than 30 days performance duration:

- 1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace,
 - (ii) The Contractor's policy of maintaining a drug free workplace,
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph 1 of this clause.
- 4) Notify such employees in writing in the statement required by paragraph 1 of this clause that, as a condition of continued employment on this contract, the employee will:
 - (i) Abide by the terms of the statement
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Notify the City in writing within 10 days after receiving notice under Paragraph 4 (ii) of this clause, from an employee of otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 days after receiving notice under Paragraph 4 (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or

- (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs 1 through 6 of this clause.

The Contractor, if an individual, agrees by award of this contract, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

In addition to other remedies available to the City, the Contractor's failure to comply with the requirements of Paragraphs A and B of this clause may render the Contractor subject to suspension of the contract payments, termination of the contract for default, and suspension or debarment.

5.4 ILLEGAL ALIENS

The Contractor hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

SECTION VI

6.0 APPENDICES/EXHIBITS

Exhibit 1	Proposal Check Sheet
Exhibit 2	Exceptions
Exhibit 3	Minimum Insurance Requirements
Exhibit 4	Sample Contract
Exhibit A	Specifications & Pricing Form

EXHIBIT 1 PROPOSAL CHECK SHEET

PLACE A CHECK BY EACH ITEM SUBMITTED.

1. ____ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in exhibit 4. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes____ No____

Your property and liability insurance company is licensed to do business in Colorado:

Yes____ No____

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes____ No____

2. n/a One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes____ No____

If yes, provide details on a separate piece of paper and attach to your proposal.

3. ____ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.)

1. ____ The completed Exhibits included in the RFP.

____ Exhibit 2, Exceptions

____ Exhibit 3, Insurance Requirements

____ Exhibit A, Specifications & Pricing Form

Return this form with your proposal

EXHIBIT 2 EXCEPTIONS**EXCEPTIONS:**

Print the words "no exceptions"(here) _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

Signature_____
Date_____
Title**IS YOUR FIRM SET-UP TO ACCEPT VISA OR ELECTRONIC FUND TRANSFER PAYMENTS (EFT)?****VISA****YES****NO****EFT****YES****NO****FEDERAL TAX ID #** _____**This Company Is:** Corporation____ Individual____ Partnership____ LLC____

Company Name: _____

Address: _____
(City, State and Zip Code)

PHONE: _____

FAX: _____

E-MAIL: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your proposal

EXHIBIT 3 MINIMUM INSURANCE REQUIREMENTS

Contract No. _____

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. ☒ Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2. ☒ Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. ☒ Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
4. _____ Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.
5. _____ Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
6. _____ Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.
7. ☒ Except for workers compensation and employer's liability insurance, the City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days notice prior to any cancellation.
8. _____ Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.
9. ☒ All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

Return this form with your Proposal.

**EXHIBIT 4 SAMPLE CONTRACT**

City of Colorado Springs

Contract Name _____

Address _____

Social Security or Federal Tax I.D. No. _____

(Please Check One)

____ Corporation

Requestor Dept. & Address _____

SAMPLE CONTRACTCity of Colorado Springs
Purchasing & Contract Division

30 S Nevada Ave. Suite 201

Colorado Springs, CO 80903

Phone (719) 385-9910 FAX 475-8477

Contract No. _____

Phone _____

Zip _____

Buyer _____

Phone _____

MAIL INVOICE TO: REQUESTOR DEPARTMENT &
ADDRESS INDICATED ABOVETAX EXEMPT
NUMBERS

City of Colorado Springs

84-6000573

State Tax Exempt

98-03479

Federal Excise Tax Exempt

A-138557

This agreement is made and entered into by and between the City of Colorado Springs, a Colorado home rule city and municipal corporation, hereinafter referred to as "City" and _____

As an independent contractor, hereinafter referred to as "Contractor", as follows:

1. CONTRACTOR SHALL PERFORM THE FOLLOWING WORK, PERSONAL SERVICES, AND/OR FURNISH THE NECESSARY EQUIPMENT, SUPPLIES OR MATERIALS TO THE CITY OF COLORADO SPRINGS:

2. COLLECTION OF FEES: Any fees required to be collected by Contractor on behalf of or for the benefit of the City shall be paid over to the City under the following terms: _____

3. COMPENSATION. In consideration of the services, work, equipment, supplies or materials provided herein, the City agrees to pay the Contractor the sum of NOT TO EXCEED _____

\$ _____ as follows: _____

In consideration of said compensation payments, the Contractor agrees to perform all services, work, and/or provide all materials, supplies and equipment, and to carry out the provisions of this Contract in a good and workmanlike manner to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies or materials, the Contractor agrees to pay for the same in full and at the time of payment by the City, to certify in writing to the City that said payments have been so made.

4. INSURANCE Contractor understands and agrees that Contractor shall have no right of coverage under and all existing or future City comprehensive, self or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services work which are to be provided by Contractor pursuant to this agreement, including protection from claims for bodily injury, death, property damage and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as follows: A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SVCS LISTING THE CITY AS ADDITIONALLY INSURED

5. TERM OF CONTRACT. The term of this agreement shall commence on _____ and shall terminate on _____ unless earlier terminated under this agreement, or otherwise agreed in writing duly executed by the parties.

6. NOTICE. Any notice to the parties required under this agreement shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Only postage by United States mail, or in hand delivery shall be utilized.

FOR THE CITY: Name **VOID - SAMPLE ONLY** _____

Address _____

City, State _____

FOR THE CONTRACTOR: Name _____

Address _____

City, State _____

7. ADDITIONAL TERMS AND PROVISIONS. The following listed additional provisions are made a part of this agreement and attached hereto,

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT:

FOR THE CITY: _____

Signature

Typed name _____

Typed position _____

DATED AT: _____

Today's Date: _____

FOR THE CONTRACTOR: _____

Signature

Typed name _____

Typed position _____

DATED AT: _____

Today's Date: _____

THIS CONTRACT INCORPORATES ALL TERMS AND CONDITIONS LISTED ON THE FACE AND REVERSE SIDE OF THIS DOCUMENT

PAGE TWO OF SAMPLE CONTRACT

8. COMPLIANCES. In the conduct of the services/work of the supplies equipment or materials contemplated hereunder, the Contractor shall comply with all applicable state, federal and local law, rules and regulations, technical standards or specifications issued by the City. Contractor must qualify and obtain any required licenses prior to commencement of work.

9. INDEPENDENT CONTRACTOR. Contractor understands and agrees that the Contractor and Contractor's employees, agents, servants or other personnel are not City employees. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, servants or other personnel performing the services/work supplying equipment or materials specified herein, whether it be of a direct or indirect nature. Further in that regard it is expressly understood and agreed that for such purposes neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any City paid insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

10. NON-DISCRIMINATION. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Contractor will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this agreement.

11. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability of any kind whatsoever resulting from, or arising out of, or in connection with services/work or equipment/materials provided by Contractor pursuant to this agreement.

12. ASSIGNMENT. Contractor shall not assign or otherwise transfer this agreement or any right or obligations therein without first receiving prior written consent of the City.

13. APPROPRIATION OF FUNDS. In accord with the City Charter, performance of the City's obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Agreement without compensation to the Contractor.

14. CHANGE ORDERS. The funds appropriated for this contract are equal to or exceed the awarded contract amount. The Contractor and the City agree and acknowledge as a part of this contract, that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of additional work have been made or unless such work is covered under a remedy-granting provision in this contract. The Contractor and the City further agree and acknowledge as a part of this contract that no change order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless prior to commencing additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this contract.

15. CONTRACT INTERPRETATION. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this contract. The laws of the State of Colorado shall govern this agreement. This is a completely integrated agreement and contains the entire agreement of the parties, and any prior written or oral agreements which are different from the terms, conditions and provisions of this agreement shall be of no effect and shall not be binding upon either party. Any judicial action under the terms of this agreement shall be exclusively in the District Court for El Paso County, Colorado.

16. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT. Contractor certifies that Contractor has complied with the United States immigration and Control Act of 1986. All persons employed by Contractor for performance of this agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

17. TERMINATION

A. In the event of a default by the Contractor, the City may give ten (10) days written notice to the Contractor of the City's intent to terminate the agreement. Contractor shall have ten (10) days from notification to remedy the conditions constituting the default.

B. The City may terminate the agreement at any time if it is found that reasons beyond the control of either the City or Contractor make it impossible or against the City's interest to complete the agreement. The City may also terminate this agreement at any time if it is found that Contractor has violated any term or condition of this agreement, or that Contractor has failed to maintain worker's compensation insurance or other insurances provided for in this agreement. In such case the Contractor shall have no claims against the City except for the value of the work performed up to the date the agreement is terminated.

C. In the event that this agreement is terminated in accordance with this section, the City may take possession of any work and may complete any work by whatever means the City may select.

D. The City may terminate performance of this contract in whole, or from time to time, in part if the City determines that a termination is in the City's interest. The Contractor after receipt of a Notice of Termination, shall stop work as specified under the Contract, place no further subcontracts

orders for materials, terminate all subcontracts to the extent they relate to the termination, assign title and interest of all work and materials used in work.

E. The City will conduct an audit of the Contractor's costs to determine reasonable costs expended to date of cancellation, or the City may determine the contractor's costs based on the schedule of values or exact cost of any bid item(s) completed and accepted. The Contractor will not be reimbursed for any anticipated profit. The cost that is most advantageous to the City will be used for determining final payment to Contractor.

18. DELIVERY AND TAXES. The City may cancel this agreement or any portion thereof if delivery is not made when and as specified ' time being essence of this contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with agreement. The Contractor shall pay all sales and use taxes required to be paid to the State of Colorado on the work covered by this agreement. Contractor shall execute and deliver and shall cause his subcontractors to execute and deliver to the City, certificates as required, to permit the City make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and therefore, not subject to state and local sales tax, use tax, or federal excise taxes.

19. BOOKS OF ACCOUNT & AUDITING. The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this contract. The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

R10-088CR, EXHIBIT A (EST. PRODUCT USAGE FOR 1 YEAR)									
DESCRIPTION	QTY USED	UNIT PRICE	EXTENDED PRICE	PROPOSED BRAND					
CHEVRON MD3 TRANSMISSION FLUID ATF	1000 GAL. BULK								
CHEVRON MD3 TRANSMISSION FLUID ATF	200 PKG. STOCK QTS.								
<i>Must meet specifications for Allison C4, Ford Mercon, GM Dexron III H</i>									
CHEVRON 1000 THF	1000 GAL. BULK								
CHEVRON 1000 THF	5 EA. PKG. STOCK 5 GAL PAIL								
<i>Must meet all major equipment manufactures specifications: Caterpillar, John Deere, Volvo, New Holland, Kubota</i>									
CHEVRON RANDO OIL AW ISO 46 HYD. FLUID	1500 GAL. BULK								
CHEVRON RANDO OIL AW ISO 46 HYD. FLUID	2 EA. PKG. STOCK 5 GAL PAIL								
<i>Must meet Specifications: Oxidation Stability >5000 ASTM D943</i>									
CHEVRON DELO 15/40LE MOTOR OIL	15000 GAL. BULK								
CHEVRON DELO 400 MULTIGRADE 15W-40LE MOTOR OIL	3000 PKG. STOCK QTS.								
<i>Must meet specifications: API CJ-4 and approved for: ACEA E7-04 Issue 2, Cummins CES 20081, Daimler MB 228.31, DDC Power Guard 93K218, Mack EO-0 Premium Plus 07, Man 3275, MTU Category 2.1, Volvo VDS-4</i>									
<i>Must meet performance requirements of: Caterpillar ECF-3, ECF-2, Jaso DH-2</i>									
CHEVRON SUPREME 5W-30 MOTOR OIL	6500 GAL. BULK								

DESCRIPTION	QTY USED	UNIT PRICE	UNIT PRICE	PROPOSED BRAND
CHEVRON SUPREME 5W-30 MOTOR OIL <i>Must meet API specifications: SM, SL, SJ and ILSAC GF-4. Must meet performance requirements for Chrysler, Ford and General Motors.</i>	500 PKG. STOCK QTS.			
CHEVRON SUPREME 10W-30 MOTOR OIL <i>Must meet API specifications: SM, SL, SJ and ILSAC GF-4. Must meet performance requirements for Chrysler, Ford and General Motors.</i>	300 PKG. STOCK QTS.			
CHEVRON RANDO HDZ OIL ISO 15	300 GALLONS BULK			
CHEVRON RANDO HDZ OIL ISO 32 <i>Must meet Specifications: Oxidation Stability >5000 ASTM D943; Viscosity index close to 153, ASTM 2270. Dielectric rated to 35kw < ASTM D877; Flash point 220< ; must pass ASTM D665A and D665B</i>	5 EA. PKG STOCK 5 GAL PAIL			
CHEVRON DELO GEAR LUBE ESI SAE 80W90 <i>Must meet the performance requirements of API GL-4, GL-5 and MT-1. Are qualified for SAE J2360 and approved for ArvinMeritor TP-9539 and Mack GO-J Plus 500,000 mile drain interval.</i>	6000 LBS. BULK			
CHEVRON DRIVETRAIN HD 50 WT. TO4/TO2	220 LB. BULK			
CHEVRON DRIVETRAIN 10 WT. TO4/TO2	1500 GAL. BULK			
CHEVRON DRIVETRAIN 30 WT. TO4/TO2 <i>Must meet specifications: TO-4 Caterpillar, Allison C4.</i>	1500 GAL. BULK			

DESCRIPTION	QTY USED	UNIT PRICE	UNIT PRICE	PROPOSED BRAND
CHEVRON MULTIFAK GREASE EP NLGI 000	10 EA. PKG. STOCK 35 LB. PAIL			
CHEVRON DELO TRANS FLUID ESI	235 LB. BULK			
CHEVRON DELO GREASE EP NLGI 2 WHEEL BRG. GR.	2 EA PKG. STOCK 35 LB PAIL			
OIL SAMPLE KIT	2800 EA.			
CHEVRON ULTI-PLEX GREASE EP NLGI 2 CARTRIDGE	900 EA. PKG. STOCK CARTRIDGE			
CHEVRON ULTI-PLEX GREASE EP NLGI 2	5 EA. 400 LB. BARREL			
CHEVRON ULTI-PLEX GREASE EP NLGI 2	4 EA. 120 LB. KEG			
<i>Lithium Complex; Meet NLGI GC-LB; Viscosity base oil of 220</i>				
CHEVRON DELO ELC ANTIFREEZE 50/50 GALLONS	1200 GALLONS PKG.			
CHEVRON DELO ELC ANTIFREEZE 50/50 BULK	1500 GALLONS BULK			
<i>Must meet specifications: Caterpillar EC1, Caterpillar performance requirements, pre-mix 50/50. Must be EC1 approved. Must have a service life of 750,000 miles, 8 years or 12,000 hours.</i>				

DESCRIPTION	QTY USED	UNIT PRICE	UNIT PRICE	PROPOSED BRAND
CHEVRON DELO 50W SYNTHETIC GEAR LUBE <i>Must meet the performance requirements of: API service category MT-1, Eaton PS-164, Rev 7, International TMS 6816 and Mack Truck TO-A. Must be approved by: Eaton PS164, Rev 7 and Mack TO-A Plus (750,000 mile extended warranty, with 500,000 mile drain).</i>	440 LBS. BULK			
CHEVRON DELO 75-90 SYNTHETIC GEAR LUBE <i>Must meet the requirements of API service categories GL4, GL5 and MT-1. Must be approved by Dana Corporation SHAES 256 REV C Eaton Corporation E500 PS-163, Mack GO-J, Meritor O-76N, SAE J2360</i>	5 EA. PKG STOCK 5 GAL PAIL			