



# Rhode Island Airport Corporation

November 13, 2009

## **INVITATION FOR BID # 23103**

### **Diesel Engine Exhaust Retrofit for Emissions Reduction**

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Vice President,  
Operations and Maintenance

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## INTRODUCTION

Bids are being sought from emission control device providers, either manufacturers or other qualified parties, to supply and install reduction devices designed to achieve reduction in particulate matter (PM) emissions for a number of diesel powered vehicles. Candidate equipment and vehicles are listed in attachment 1. Consultants shall submit one (1) original and four (4) copies of the bid.

Bids will be received at: Rhode Island Airport Corporation  
Office of Administration and Finance  
Beth Tetreault, C.P.M., Procurement Specialist  
T.F. Green Airport, 3<sup>rd</sup> Floor  
2000 Post Road  
Warwick, RI 02886-1533

The bid due date is no later than December 10, 2009 at 4:00 PM local time, at the above office. All costs incurred in connection with responding shall be borne by the submitting firm. RIAC will not accept late Bids for any reason.

A pre-bid conference will be held on November 24, 2009 at 10:00 AM local time at the above noted offices.

The successful firm shall hold their price for at least one (1) year from the response date.

Delivery location under this solicitation will be at 300 Airport Road, Warwick, RI 02889. All prices quoted are to be FOB delivery location. Payment terms are net 30 days. RIAC is Tax Exempt and a certificate will be supplied as required. Contract award shall require that the retrofits, supplies and materials be available within 30 days of the award.

Procedures respecting bids and the selection of contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

RIAC reserves the right to waive any irregularities and to reject any and all Bids, on any basis, without disclosing the reason.

RIAC offers this solicitation subject to receiving funding through a federal or state grant for projects for emission reductions on diesel engine(s) exhaust retrofits.

## **I. Information for Bidders**

### **Purpose and Intent**

The purpose of this document is to solicit bid Bids from vendors of retrofit devices that have been verified by the United States Environmental Protection Agency (EPA) and/or the California Air Resources Board (CARB), for the purchase, installation, and warranty of retrofit devices for diesel vehicles, owned by Rhode Island Airport Corporation (RIAC). RIAC may award contracts to multiple vendors who are deemed acceptable by this BID process. This solicitation will focus on diesel particulate filters (DPFs), diesel oxidation catalysts (DOCs), flow-through filters (FTFs), DOCs and/or other diesel retrofit devices for diesel vehicles.

RIAC would like to achieve the following four goals from the issuance of this solicitation. First, and paramount, maximize reductions of particulate matter (PM), hydrocarbons (HC) and carbon monoxide (CO), without the increase of any other pollutants, through installation of retrofit devices. Additionally, any NO<sub>x</sub> reductions that can simultaneously be achieved would greatly benefit air quality. Second, provide sustainable support ensuring the effective operation of the retrofit devices for the full period of time the equipment is in service, up to and including the ability to clean removable filter assemblies in-house. Third, provide full warranty coverage of the entire retrofit device. Finally, ensure safe operational performance of the retrofit device and the engine.

## **II. Program Overview**

### **A. General**

RIAC anticipates potentially awarding multiple contracts to qualified bidders, as defined herein. For example, one contract awarded to a qualified bidder may have multiple retrofit devices available for procurement. A qualified bidder shall own or lease maintenance, repair or installation facilities, employ trained technicians, provide product support and training, and be able to perform retrofit device installations on-site at its own facility using its own qualified staff. A qualified bidder shall have competent staff and be able to provide sufficient inventories to perform the types of installations necessary.

#### **1. Vehicles Covered by This BID**

The focus of this BID is the purchase, installation, and warranty of retrofit devices on diesel powered vehicles at T.F. Green Airport.

## **B. Estimated Number of Affected Vehicles**

RIAC has evaluated the fleet of vehicles to determine the number potentially eligible to receive retrofits. The following is the list of vehicles:

**Table 1: List of Vehicles**

Year	Make	VIN# or SER#	Description
2008	OSHKOSK	10TDKAK158S105037	3,000 Gallon Aircraft Fire and Rescue Vehicle
2007	STERLING	2FZHA2DE77AY48436	4,000 Gallon Chemical Application Vehicle
2007	OSHKOSH	10TBFAN187S090216	Specialized Snow Removal Equipment
2006	OSHKOSH	10TBRAF346S090378	Dump Truck
2006	OSHKOSH	10TBRAF326S090377	Dump Truck
2006	CHEVROLET	1GCHC33D86F238761	3500 Pickup Truck
2005	FORD	1FTSF21P05EC03284	F250 Pick Truck
2005	JCB	SLP214FC5U0905611	Backhoe Tractor
2005	FORD	1FTSF21P95ECO3283	F250 Pickup Truck
2005	OSHKOSH	10TBFAP156S087141	Specialized Snow Removal Equipment
2005	Freightliner/ Sterling	49HAADB96DW45277	Vacuum Fluid Recovery Vehicle
2005	FORD	FDWF37P85EC03706	F350 Dump Truck

Year	Make	VIN# or SER#	Description
2005	OSHKOSH	10TDEAP326S087370	Dump Truck
2005	OSHKOSH	10TBRF3X6S087369	Dump Truck
2003	OSHKOSH	10TBFWE163S078573	Specialized Snow Removal Equipment
2003	OSHKOSH	10TDEWE313S078588	Dump Truck
2003	OSHKOSH	10TDEWE3X3S078587	Dump Truck
2003	OSHKOSH	10TBFEC1X3S078508	Specialized Snow Removal Equipment
2002	CASE III	1276797	Tractor
2001	OSHKOSH	1OTDESE381S069991	Dump Truck
2001	ELGIN	S8949D	Specialized Snow Removal Equipment
2001	GMC	1GJHG39F111132213	Van
2001	NEW HOLLAND	181360	Skid steer
2001	OSHKOSH	1OTBRA301S069990	Dump Truck
2001	OSHKOSH	1OTDK8Z161S069783	3,000 Gallon Aircraft Fire and Rescue Vehicle
2000	VOLVO	L150DV62547	Front End Loader
2000	FORD F350	1FDWX36F71EA29854	Box Truck
2000	CASE	JJAO108645	Tractor

Year	Make	VIN# or SER#	Description
2000	Stewart Stevenson	1S9SB402542444035	Specialized Snow Removal Equipment
2000	Stewart Stevenson	159BR1821X3463002	Specialized Snow Removal Equipment
2000	FORD F350	1FDWF37F51EA61137	Dump Truck
2000	HOLLAND	149331B	Tractor
2000	FORD F250	1FTNF21F81EA82700	F250 Pickup Truck
2000	FORD F350	1FDWF36F11EA29853	Box Truck
2000	CASE	JJAO103784	Tractor
2000	FORD F250	1FTNF21FX1EA82701	F250 Pickup Truck
1999	FORD	1FTSE34F7XHA58144	E250 Utility Van
1999	FORD F250	1FTNX20F7XED11505	F250 Pickup Truck
1999	FORD	1FTSE34F9XHA58145	E250 Utility Van
1999	Stewart Stevenson	1S9SB4029X3444031	Specialized Snow Removal Equipment
1999	Stewart Stevenson	1S95B4023X3444033	Specialized Snow Removal Equipment
1998	International	1HTSCABNXWH584614	Bucket Truck
1998	New Holland	5-6406640774E-011	Tractor
1998	OSHKOSH	1OTBK8214V5063462	1,500 Gallon Aircraft Fire and Rescue Vehicle

Year	Make	VIN# or SER#	Description
1998	VOLVO	L150CV61537	Front End Loader
1997	OSHKOSH	1OTBK821OV5062227	1,500 Gallon Aircraft Fire and Rescue Vehicle
1997	ELGIN	1FDXH81C3UVA42702	Sweeper
1990	SICARD	1S922L238KB226071	Specialized Snow Removal Equipment
1989	MACK	2M2S141CXKC001086	Dump Truck
1989	MACK	2M25141C1R0001037	Dump Truck
1989	SICARD	1S922LZ36KB226070	Specialized Snow Removal Equipment
1987	GMC Tank Truck	1GDM7D1Y9HV522936	2,000 Gallon Chemical Application Vehicle
1986	OSHKOSH	10T3E1B59G1027260	Specialized Snow Removal Equipment
1986	TROJAN	3155303	Front End Loader
1979	MACK	RM685S1080	Dump Truck
1973	JOHN DEERE	1671842	Dozer

### **C. Minimum Control Levels**

Table 2 outlines the minimum control efficiency for each retrofit device Level. Note that the control level listed is a minimum treatment level. Therefore, any control devices listed in a higher control level will satisfy the requirements for the level below. For example, Level 3 devices are acceptable as Level 2, or Level 1, device requirements. Level 2 and Level 3 satisfy the requirements of Level 1.

**Table 2: Retrofit Device Minimum Reductions**

Level	Minimum Reductions*
<b>3</b>	<b>85%</b>
<b>2</b>	<b>50%</b>
<b>1</b>	<b>25%</b>

\*particulate emission reduction by weight percentage

In addition to maximizing PM reductions, the technology should demonstrate proficiency in reducing HC and carbon monoxide CO. Generally, retrofit devices tailored to the reduction of these three constituents – specifically, DPFs and DOCs – are ineffective for the reduction of oxides of nitrogen (NOx). Nevertheless, significant PM reductions may foster the potential use of NOx mitigation strategies such as software modifications to the engine’s electronic control unit (ECU) and/or automatic shutoff strategies to limit the idling of equipment. NOx reductions and mitigation strategies are encouraged.

### **D. Current Productions Items**

Contractors shall provide only current production equipment. No used equipment or discontinued lines are acceptable. Contractors are cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable and, if furnished, will be rejected. The delivery of substandard items may result in a cancellation of the contract in whole or in part.

### **E. Delivery**

RIAC may request a contractor to have a retrofit device delivered to their own installation facility, if they elect to install the retrofit device system using their own technicians. There shall be no additional charge for delivery, and delivery shall be in accordance with a mutually agreeable timeframe.



Packaging shall be such as to protect the items adequately and to insure safe shipment.

The contractor shall be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Contract deliveries for all items shall be made at such time and in such quantities as ordered and in strict accordance with the instructions from RIAC.

Brands delivered must be strictly in accordance with those listed in the contract. Product lines supplied must be strictly in accordance with those covered under the contract award.

#### **F. Installation Requirements**

In order to be eligible for reimbursement, installation of the retrofit device must be completed in a DMV approvable manner and in accordance with the manufacturer's instructions and specifications and shall not be compromised by the design configuration of the vehicle or the equipment.

Installation quality shall meet the industry standards, with the installation performed in a workmanlike manner.

Installation design shall minimize connection points when possible.

**I M P O R T A N T:** Each retrofit device and its components shall be completely assembled, installed if so ordered, serviced and ready for use when delivered to RIAC. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working device shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the complete application of each retrofit device shall be supplied and shall meet industry standards and practices.

#### **G. Warranty**

Contractors shall ensure that each retrofit device provided under a contract resulting from this bid is accompanied by a warranty whereby the manufacturer and the vendor provide the warranty, at a minimum, set forth herein:

##### **1. Product Installation and Warranty**

The contractor warrants full repair and replacement costs of the retrofit device, including parts and labor, if the retrofit device fails to perform as verified, during the warranty period specified in Table 3 of this bid.

If the installation or use of the retrofit device is determined to have damaged the engine or the engine components of the vehicle, the contractor will pay for the cost to repair or replace engine components of the affected vehicle or equipment returning them to their prior condition.

The warranty for the retrofit device will run for the minimum periods shown in Table 3, provided the operation of, and conditions of use for the vehicle, engine, and retrofit device conform to the operation and conditions specified in the Executive Order issued by CARB or the Verification Letter issued by the EPA, if applicable.

Contractors must warrant that the installation is free from defects in workmanship or materials and that it shall not cause the retrofit device to fail to conform to the emission control level it was verified to for the minimum timeframes shown in Table 3.

The extent of the warranty coverage provided by contractors must be no less than the warranty provided by the manufacturer as established for each engine type and size listed in **Table 3**, and the same exclusions apply.

**Table 3: Minimum Warranty Periods**

Engine Type	Engine Size	Minimum Warranty Period
<b>On-road use</b>	<b>70 to 170 hp, GVWR ≤ 19,500 lbs.</b>	<b>5 years or 60,000 miles</b>
<b>On-road use</b>	<b>170 to 250 hp, GVWR &gt;19,500 lbs <i>but</i> ≤33,000 lbs.</b>	<b>5 years or 100,000 miles</b>
<b>On-road use</b>	<b>&gt;250 hp, GVWR &gt;33,000 lbs.</b>	<b>5 years or 150,000 miles</b>
<b>On-road use</b>	<b>&gt;250 hp, GVWR &gt; 33,000 lbs., and the truck is:</b> <ol style="list-style-type: none"> <li><b>1. Typically driven more than 100,000 miles per year and</b></li> <li><b>2. Has less than 300,000 miles on the odometer at the time of installation</b></li> </ol>	<b>3 years, unlimited miles</b>
<b>Off-road use</b>	<b>≥ 50 Horsepower</b>	<b>5 years or 4,200 hours</b>

## **2. Exclusions**

The repair or replacement of any warranted part otherwise eligible for warranty coverage may be excluded from such warranty coverage if the retrofit device, vehicle, or engine has been abused, neglected, or improperly maintained, and such abuse, neglect or improper maintenance directly caused the need for the repair or replacement of the part.

Failure of RIAC to perform scheduled maintenance or to keep maintenance records for the vehicle, equipment, engine, or retrofit device may be grounds for disallowing a warranty claim.

The contractor must provide any and all specialized tools and equipment required to service and maintain, the vehicle, equipment, or retrofit device in accordance with the manufacturer recommendations.

## **3. Additional Warranty Information**

Contractors will be responsible for ensuring that the owner's manual for the retrofit device installed contains a copy of the owner's warranty statement. The owner's manual may also include a description of circumstances that may result in a denial of warranty coverage, but this description shall not be used to limit appropriate warranty coverage in any way and shall not amend a contract resulting from this bid.

Contractors providing retrofit device installation must provide RIAC with a copy of the installation warranty coverage.

## **H. Replacement of Unsatisfactory Product**

In the event the contracted product supplied is not providing satisfactory performance or needs more remedial maintenance than established in the contractor provided maintenance schedule, the contractor shall remove and replace the unit(s). There will be no cost to RIAC. Failure to comply may result in the said unit(s) being removed from the contract and similar units obtained from another contractor with all costs, including the cost of removal of the defective unit(s), the cost of purchase and installation of the new unit(s) and additional cost of the mobile inspection, borne by the defaulting contractor.

At a minimum, the product supplied must perform at the level specified in the CARB and/or EPA verification letter for the lifetime of the warranty. In addition, at a minimum, installation shall be performed in accordance with the following:

- Component design and materials shall be compatible with conditions and substances normally encountered in an engine compartment of a heavy-duty diesel engine.
- Components shall be securely installed to prevent dislodging.
- Hoses and wires shall be securely mounted and routed to prevent interference with other vehicle components or from being dislocated.
- All piping, tubing and ducting connections shall be clamped to be secure and leak free. Clamps shall not be torqued excessively such as to cause damage to the interfacing components.

#### **I. Manuals and Maintenance Procedures**

For each contracted product ordered, the contractor shall provide a set of manuals to RIAC with installation, maintenance, operations procedures, as well as all necessary technical drawing(s), including:

- Description of any ancillary components required by either the manufacturer, CARB in an Executive Order, or EPA in a Verification Letter, as applicable. Ancillary equipment includes, but is not limited to, back pressure monitors, audible alarms, visual indicators, and other electronic components that are necessary to properly maintain, diagnose and repair the retrofit device.
- Product maintenance procedures and schedule.
- Product brochures or additional descriptive information.
- The contractor is responsible for providing any updated information about the retrofit device to RIAC.

#### **J. Owner's Manual**

The contractor must provide a complete diesel emission control system owner's manual, at the time of delivery that must clearly specify at least the following information:

- Warranty statement including the warranty period over which the contractor is liable for any defects.
- Operational instructions/Installation procedure (if necessary) and maintenance requirements for the diesel retrofit device.
- Possible backpressure range imposed on the engine. The backpressure caused by the retrofit device should not exceed the engine manufacturer's specified limits, or must not result in any damage to the engine.
- Additional fuel consumption, if any.
- Fuel requirements including sulfur limit, if any.

- Handling and supply of additives, if any.
- Instructions for reading and resetting the backpressure monitor.
- Requirements for lubrication oil quality and maximum lubrication oil consumption rate.
- Contact information for replacement components and cleaning agents.
- Contact information to assist an end user in determining proper ways to dispose of waste generated by the diesel retrofit device (e.g., ash accumulated in filter-based systems).
- Required maintenance and maintenance intervals.
- Other information determined necessary by the manufacturer or the contractor.

## **K. Labeling**

Each retrofit device that is installed must be labeled with a legible and durable label affixed to a conspicuous location on the engine, or in the engine compartment, and on the retrofit device whereby it can be easily read and understood during daylight without the assistance of artificial lighting or reflective devices. The label shall provide a unique identification number to be matched to the specific retrofit device and the specific vehicle required to use the retrofit device.

At a minimum, any retrofit label must include:

- Name, address, and phone number of the manufacturer;
- A unique serial number;
- The month and year of manufacture (the month and year of manufacture are not required on the label if the manufacturer of the retrofit device provides or encodes this information in the serial number); and
- For CARB verified technologies: the retrofit device family name, as assigned by CARB.

## **L. Vehicle/Equipment Compatibility Evaluation**

For specific installations, contractors will be required to document that the engine exhaust gas temperature profiles for the equipment to be retrofitted are appropriate for the retrofit device. Additionally, for each vehicle the contractor must provide RIAC with a statement containing supporting information that the engine being retrofitted meets the following criteria as determined by CARB or EPA, as applicable:

- Does not have an existing diesel exhaust emissions control device that would preclude use of the retrofit device;
- Has a duty cycle with a temperature profile that is within the operating range that is recommended for the retrofit device;

- Is in its original certified configuration;
- Is well maintained and does not consume lubricating oil at a rate greater than that specified by the engine manufacturer;
- Was originally manufactured within the model year range specified on the CARB Verification Letter and/or EPA Verification Letter for the supplied retrofit device; and
- Complies with any other terms and conditions specified by CARB, EPA or the manufacturer of the supplied retrofit device.

If the retrofit device contracted has exhaust temperature requirements, the contractor will be required to provide RIAC with information demonstrating that such exhaust temperature requirements can be met by the vehicles in RIAC's fleet, for all like applications. This information shall include a report of exhaust temperatures, percentage of time at required exhaust temperatures, and dwell time analysis when operated on the engine makes, models, classes, and families that are in RIAC's fleet. Also, the contractor shall provide any other information that was used to determine the adequacy for RIAC's specific vehicle/equipment applications.

#### **M. Substitutions/Replacements/Additions**

If a current product is discontinued or updated by the manufacturer during the term of the contract, it may be replaced with a product of equal or lower cost to RIAC and with equal performance features. The equivalent retrofit device must have current CARB and/or EPA verification. If the manufacturer introduces new technology to the existing manufacturer line, the new product may also be considered. A Bid to substitute a contracted product or a request for new technology will be considered if the proposed substitution/new technology meets original bid specifications. In case of a retrofit device, the proposed substitute must meet the proper retrofit device minimum reduction levels and be certified by either CARB or the EPA.

The request must be for equipment from the same manufacturer line originally awarded. All requests must be submitted in writing and approved by RIAC.

### **III. Bid Preparation and Submission**

#### **A. General**

The bidder is advised to thoroughly read and follow all instructions contained in this bid in preparing and submitting its bid.

#### **B. Elements of a Qualified Bid**

A qualified bid shall include the following, along with all other requirements specified in this BID:

##### **1. Forms, Letters and Signed Statements**

###### **a. CARB and/or EPA Verification Letter**

A CARB and/or EPA Verification Letter must be included for each make and model bid.

###### **b. Manufacturer's Letter**

Attach a copy of the contractual agreement with the manufacturer, for each make bid, stating that the bidder is authorized to sell and install the manufacturer's products.

###### **c. Installation, Operating Manual and Warranty Statement**

Provide a statement confirming all brackets, backpressure monitors, wiring, hoses, clamps, etc., and retrofit labels will be installed properly, and the operating manual and the warranty statement will be provided to RIAC upon completion.

##### **2. Submittals**

For complete consideration of the submission, the respondent must adhere to the format and information requests specified in this section. It is imperative to respond to all parts of this section with sufficient detail, demonstrating an understanding of the technical and managerial precepts, and enumerated goals of this program.

###### **a. Bidder Information**

The first page of the Bid must include the following information:

- Name of the Bidder
- Business Location
- Mailing Address
- Telephone Number
- E-mail Address
- Federal Employer ID Number

The bidder must designate an authorized representative and one alternate who may speak and act on behalf of the bidder in all dealings with RIAC. Provide the following information for each individual:

- Name
- Telephone Number
- E-mail Address
- Normal Hours of Work

#### **b. Bid Summary**

Provide a bid summary including an overview of the workplan with assumptions and deliverables. At a minimum the summary should include the following:

- A brief description of the company's track record, prior experience and capabilities that would substantiate successful implementation of the selected retrofit device to ensure maximum PM, HC and CO emissions reductions, without the increase of any other pollutants; and
- If NOx mitigation strategies are chosen as an option: outline the potential or proposed NOx mitigation strategies (e.g. software modifications to the engine's retrofit device, and/or automatic shutoff strategies to limit the idling of equipment).
  - Comment on the engine and operations compatibility.
  - Additionally, describe the company's prior experience and capabilities that would substantiate successful implementation of these additional strategies.

#### **c. Project Management Capabilities**



RIAC is responsible for overall project management and coordination, including disbursement of project funds. Provide the following project management information:

- Describe the management framework, as well as the management and staff that will perform project tasks and provide project deliverables;
- Provide the names and positions of key personnel, within your organization, that will lead the technical retrofit device operations. Provide any licenses held by these key personnel;
- Describe the project management approach in interacting with RIAC;
- Describe project management tools, including relevant software packages that would be deployed to ensure timely delivery and installation of the retrofit devices; and
- Outline the record-keeping methodology that would be utilized to ensure timely and well documented retrofit device installation.

#### **d. Retrofit Device Selection Methodology**

Carefully explain the process used in selecting the specific retrofit device(s) for this project. Include the following information:

- Explain any in-use, “real-world” implementation issues that may compromise successful retrofit device deployment; and
- Provide documentation outlining deployment of the selected retrofit device in similar applications. Emphasize retrofit device experience with similar diesel-powered equipment applications on past and/or current projects.

#### **e. Retrofit Device Description**

In support of the selection strategy outlined above describe the retrofit devices selected for this project. The narrative should include, but not be limited to, the following key information:

- Technology being offered, including the manufacturer’s name and the product part or ID number, a description of how the technology reduces fine particulate diesel emissions, and the engine model/vehicle and/or engine model/equipment to which the technology will be applied and chassis identification;
- The installation procedures for each engine model/vehicle type and engine model/equipment type;

- The minimum and maximum number of person-hours needed to complete installation, including installation of insulation, if insulation is needed to ensure proper function under all operating conditions;
- Special tools to be identified that are needed to perform the installation and maintenance of the emission control equipment;
- EPA and/or CARB verification status;
- Commercial availability;
- Safety procedures for service technicians and diesel-powered equipment operators; and
- Warranty coverage:
  - Retrofit device itself – Detail the extent and limitation of the retrofit device warranty. How long is the warranty period? Does it cover parts and labor? How readily available are replacement parts? What service conditions are required to ensure the retrofit device warranty is not inadvertently voided?
  - Diesel-powered equipment engine, other ancillary components – Describe the extent of warranty coverage in the event failure of the retrofit device precipitates the failure of an engine or vehicle component.
  - Warranty Letter – the selected vendor **must** be able to provide a letter from the vehicle or engine manufacturer, ensuring the installation of that vendor’s retrofit device will not in any way null, void, or otherwise impede the engine or vehicle warranty.

#### **f. Product Delivery**

Analogous to “just-in-time” manufacturing processes, it is imperative that turnkey kits be available in small batch quantities, on an “as needed” basis, for installation.

- Provide detailed methodology for ensuring timely procurement of the proper quantities of turnkey kits.
- Provide estimated lead times for product delivery.

#### **g. Product Installation**

Outline the mechanism for timely installation of the retrofit device. The goal for this project is to complete the retrofits with minimal disruption to the use of the vehicles.

The turnkey kit should be in the form of a finalized, completed kit – designed, developed, fabricated and otherwise fully vetted – that is specific to the type, manufacturer and model year of the diesel-powered equipment and of the engine that is being used in the project. Provide

documentation, including pictures if necessary, demonstrating that the kit is in a “ready-to-install” configuration.

#### **h. Training**

Training is a key component of any retrofit project, not only in the initial stages of retrofit device installation, but over the course of the program, to ensure proper operation, maintenance and safety. The contractor shall be solely responsible for the training of owner service technicians and drivers.

#### **k. In-Use Service and Support**

Provide a plan describing the in-use service support that will be available for the project. At a minimum, issues to be addressed in this section include:

- Whether the bidder has its own dealer or distributor network that is available to provide service in a timely manner?
- Where is the dealer located? Is the dealer or distributor nearby?
- Who, and to what extent, does the company intend to rely on for service and support?
- What is the length of time that the company intends to provide service and support as part of this budgetary contract – through retrofit device installation, through the warranty period of the retrofit device, or through the useful operating life of the diesel-powered vehicles to be retrofitted? Explain fully.
- It is expected that the vendor will incorporate service and support, at least through the warranty period, as part of the vendor’s total project budget. What budgetary approach will the company select for post-warranty service, such as filter cleaning in accordance with required maintenance schedules, if deemed necessary? Will it remain as part of the overall vendor project budget, under a separate service agreement, etc. It is preferable that manufacturers of retrofit devices conduct the first filter cleaning when it is required.

As part of this solicitation, all bidders **must** provide supporting documentation including contact references, substantiating a satisfactory product support record with prior or current projects.

### **3. Experience and Financial Capability of the Bidder**

Provide an overview of the company, focusing on initiatives and specific project performance that substantiate proficiency in providing, implementing and

sustaining technology consistent with the goals of this program. Include a brief historical overview focusing on specific areas of expertise relevant to this project.

#### **4. Bid**

Bids for this solicitation must allow RIAC the option of ordering a retrofit device turnkey kit with installation and warranty. Provide a bid and budget following the directions below in Section III B4.

NOTE: Each bid is inclusive of additional support and services, such as but not limited to training and delivery, installation, travel, data logging etc.

##### **a. Cost Per Unit**

Provide a complete and detailed cost per unit covering technical management, the retrofit device turnkey kit cost, full equipment installation (including filter cleaning machine), product and warranty support, and training of service and driver personnel.

**Table 5: Cost**

<b>Item</b>	<b>Cost per unit</b>
Diesel Particulate Filters	
Diesel Oxidation Catalysts	
Flow-through Filter	

#### **V. Bid Evaluation**

##### **A. Review Committee**

A Committee will review all bids. This Committee will be made up of individuals with expertise in the areas of diesel emissions, environmental public policy, fleet management and operations, and government and regulatory activity.

To ensure fairness, the Committee will thoroughly review and discuss each bid.

##### **B. Evaluation Criteria**

Bid award will be to the lowest price responsive and responsible bidder. That will be established based upon a number of criteria, enumerated below. The criterion for evaluation of bids will reference, at a minimum, the following:

### **1. Technical Management**

- Is the company's Project Team well defined and well resourced?
- Is the company's prior technical and management experience consistent with the needs and goals of this project?
- Is the project management approach clear and concise?
- Is the record keeping sufficiently established for ongoing and future reference?

### **2. Retrofit Device Technical Merit and Feasibility**

- Does the retrofit device selected take into account the vehicle operating conditions and type?
- Is the technology simple to install and maintain?
- Are retrofit device turnkey kits fully developed and available?
- Is the technology robust, both in terms of emissions performance and structural integrity?
- Under normal operation, and proper vehicle maintenance, a retrofit device typically operates effectively for a period of about 12 months before needing a filter cleaning. Is the on-going maintenance of the retrofit device economically feasible?

### **3. Retrofit Device Environmental Benefits**

- Are maximum, equipment wide reductions of diesel PM, HC and CO achieved?
- Is the approach for quantification of these reductions, meritorious and robust?
- Is the retrofit device's performance sustained over time, and is there ample documentation stating such.

### **4. Project Support**

- Does the company have an established dealer support mechanism, including local agents for timely emergency response?
- Is the support mechanism robust, well resourced and adequately accounted for in the budget?
- Does the bid provide references and historical background from prior projects, substantiating a satisfactory support track record?

## **5. Training**

- Is the training plan sufficiently comprehensive to ensure safe, effective maintenance by service personnel, and equipment operation?
- Are associated training materials, such as texts, audiotapes and/or videotapes, of professional quality and easy to comprehend?
- Is the background of the instructors well matched to the product?

## **6. Timetable for Delivery and Installation**

- Does the bid clearly outline the prospective vendor's plan to effectively provide "just in time" delivery for turnkey kits?
- Is a delivery and installation schedule clearly delineated in the bid?
- Is product delivery and installation scheduled as soon as is possible with minimal disruption to the use of the equipment?

**INVITATION FOR BIDS # 23103  
DIESEL ENGINE EXHAUST RETROFIT  
RESPONSE FORM**

Responses are due December 10, 2009 not later than 4:00PM Warwick Local Time, Attention: Beth Tetreault, Rhode Island Airport Corporation, 2000 Post Road, Warwick, RI 02886. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; Is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered, they have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Taxpayer I.D. Number \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature Of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public  
Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise .  
Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_ Distributor \_\_\_ Retail \_\_\_ Dealer \_\_\_ Service \_\_\_

Number Of Locations \_\_\_\_\_ Number Of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No.\_\_\_\_, Dated \_\_\_\_; No. \_\_\_\_, Dated \_\_\_\_

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island. If so indicate dates and explanation for such.

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

**1. Any additional information necessary to assist RIAC in evaluating your bid may be listed here.**

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**2. Provide references from at least (3) companies, which have received the proposed or similar services.**

a. Name of Facility, Group, Organization or Firm\_\_\_\_\_

Address\_\_\_\_\_ Contact Person\_\_\_\_\_

Phone Number;\_\_\_\_\_

b. Name of Facility, Group, Organization or Firm\_\_\_\_\_

Address\_\_\_\_\_ Contact Person\_\_\_\_\_

Phone Number\_\_\_\_\_

c. Name of Facility, Group, Organization or Firm\_\_\_\_\_

Address\_\_\_\_\_ Contact Person\_\_\_\_\_

Phone Number\_\_\_\_\_



- 3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.**

[illegible]

- 4. Pricing Information in this format for each device bid.**

Item	Cost per unit
Diesel Particulate Filters	
Diesel Oxidation Catalysts	
Flow-through Filter	

## **"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the RIAC file has current information, or if you wish to be added to RIAC's Vendor Listing. You must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments:

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\_\_\_\_\_  
Company Name (as registered with the IRS)

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

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_/\_\_\_\_\_  
Telephone/Fax

## **TERMS AND CONDITIONS**

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, State laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Prices offered may not be withdrawn for a period of 90 days immediately following the opening of this Bid. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
5. Bidder MUST return the original of attached Response Form to as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your proposal.
9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.

10. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.
12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
  - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
  - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
  - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
  - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
  - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor."
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.

17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be Year 2000 compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but can not guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which

must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)

24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.