

REQUEST FOR QUOTATIONS (RFQ)

Bulk Lubricants

Solicitation No. 23-030



32-505 Harry Oliver Trail
Thousand Palms, CA 92276
ATTN: Procurement Specialist
Phone: (760) 343-3456
Fax: (760) 343-3845
sunline.org

Key Dates

RFQ Issued:	September 13, 2022
Questions Due:	September 20, 2022 at 3:00pm
Quotes Due:	September 27, 2022 at 3:00pm

September 13, 2022

TO: Prospective Vendors

RE: Request for Quotations (RFQ) 23-030 Bulk Lubricants

The Agency is seeking quotes from qualified firms to provide Bulk Lubricants described in this RFQ. The Agency desires to award to a single vendor for the procurement and delivery of products for a term of 6 months from October 1, 2022 to March 31, 2022.

**Quotations must be submitted at or before September 27, 2022
at 3:00pm to the following:**

Fax number: 760-343-3845 or
Email: agunderloy@sunline.org
ATTN: Amy Gunderloy, Procurement Specialist

Quotations and amendments to quotations received after the date and time specified above, will be rejected by SunLine Transit Agency as non-responsive. After submitting your proposal by Fax or Email, please call 760-343-3456 X1530 to make sure it was received. We are not liable for any transmission errors.

The successful vendor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. SunLine Transit Agency (STA) hereby notifies all Vendors that it will affirmatively ensure that in regard to any contract entered into pursuant to this solicitation disadvantaged business enterprise (DBE) will be afforded full opportunity to submit quotes in response to the RFQ and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Copies of the Request for Quotations and any addenda may be picked up by appointment at SunLine Transit Agency at the address above, downloaded at sunline.org, or requested by e-mail at the address below. SunLine Transit Agency reserves the right to accept or reject any quotation and to waive minor informalities or irregularities in the quotation process

The SunLine Transit Agency reserves the right to accept or reject any and all quotes, or any item or part thereof; or to waive any informalities or irregularities in quotes. STA shall have the sole discretion to determine the most responsive and responsible quote. SunLine Transit Agency reserves the right to split award if in the best interest of the Agency. Vendors are not required to bid on every item in this RFQ.

Should additional information be required, please contact Amy Gunderloy at (760) 343-3456 x 1530 or at agunderloy@sunline.org.

Sincerely,

Amy Gunderloy
Procurement Specialist

Enclosures: Exhibit A: General Terms and Conditions
Exhibit B: Scope of Work
Exhibit C: Price Sheet Forms
Exhibit D: Required Forms

Exhibit A
SunLine Transit Agency
General Terms and Conditions
Rev. November 17, 2017

1. PURCHASE ORDER (P.O.). SunLine shall not be responsible for goods or services provided to officials or employees without a duly authorized P.O.
2. INVOICES. Invoices shall be submitted under the same name as that which is shown on the face of the P.O. The P.O. number must appear on all invoices, shipping notices, delivery and packing slips, packages and correspondence. Each P.O. shall be invoiced separately. Submit invoices monthly or as prescribed by SunLine's Finance Department. Vendor shall send invoices as specified on the P.O. If the price quoted by Vendor includes an additional charge for delivery from point to origin, Vendor shall show such delivery charge on the invoice as a separate item and such charge shall not be subject to California State Sales/Use Tax. No additional charge for transportation, containers, packing, etc. will be allowed unless so specified in the P.O.
3. PACKING SLIPS. Packing slips must accompany each shipment unit (included with each package in shipment), showing SunLine's P.O. number, description, and part number for each item.
4. ACCEPTANCE. Goods are subject to SunLine's inspection and approval within a reasonable time after delivery. If specifications are not met, material may be returned at Vendor's expense.
5. DELIVERY. Unless otherwise indicated on the face of the P.O., delivery shall be FOB destination unless otherwise specified by SunLine. COD shipments will not be accepted. Unless otherwise provided in the P.O., Vendor shall have title to and bear the risk of any loss or damage to the goods ordered until they are delivered in conformity with the P.O. at the specified F.O.B. point. Upon such delivery, title shall pass from Vendor to SunLine and Vendor's responsibility for losses or damage shall cease, except for loss or damage occurring prior to or upon delivery, or loss or damage resulting from Vendor's negligence or intentional acts. Passing of title upon such delivery shall not constitute acceptance of the goods and services by SunLine.
6. PARTIAL DELIVERIES. Shipments must be identified as partial or complete, along with the number of shipping units.
7. MODIFICATIONS. Vendor shall not make any alterations or change to the P.O. in any fashion without prior written authorization from SunLine.
8. WARRANTY. Vendor warrants that the good(s) provided and/or work performed under the P.O. comply with all specifications, are free of liens and encumbrances, and that workmanship and materials are free from defects. Work shall comply with nationally recognized codes and established industry standards. Equipment shall carry the manufacturers' most favorable commercial warranties. The warranty period shall begin after acceptance of item(s) and/or work. Vendor agrees to remedy by replacing or repairing any goods(s) that are damaged or defective during normal usage within the warranty period, at no additional cost to SunLine. Such repair or replacement shall occur within a reasonable time frame and to the satisfaction of SunLine. Vendor agrees that

by acceptance of this warranty and acceptance of the goods provided by Vendor, SunLine does not waive any warranty, either expressed or implied in Sections 2312-2317, inclusive, of the Commercial Code of the State of California or of the United States.

9. FEDERAL, STATE AND LOCAL LAWS. All goods or services furnished pursuant to the P.O. shall comply with all applicable federal, state and local laws and regulations.

10. FTA TERMS AND CONDITIONS.

a. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by the Federal Transit Administration (FTA), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this P.O.. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any SunLine requests which would cause SunLine to be in violation of the FTA terms and conditions.

b. Access to Records. The following access to records requirements apply to this

P.O.:

i. Vendor agrees to provide SunLine, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Vendor access to Vendor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Vendor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Vendor agrees to maintain same until SunLine, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

c. Civil Rights.

i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with

applicable Federal implementing regulations and other implementing requirements FTA may issue.

- ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the P.O.:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

- iii. The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

d. Disadvantaged Business Enterprises.

- i. This P.O. is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The SunLine's overall goal for DBE participation is 6%.
- ii. The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this P.O. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the Vendor to carry out these requirements is a

material breach of this P.O., which may result in the termination of this P.O. or such other remedy as SunLine deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- iii. Vendor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this P.O.
- iv. The Vendor must promptly notify SunLine whenever a DBE subcontractor performing work related to this P.O. is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Vendor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SunLine.
- e. Energy Conservation - The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- f. Federal Changes – Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SunLine and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of the P.O.
- g. No Obligation By The Federal Government
 - i. The SunLine and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the P.O., absent the express written consent by the Federal Government, the Federal Government is not a party to this P.O. and shall not be subject to any obligations or liabilities to the SunLine, Vendor, or any other party (whether or not a party to the P.O.) pertaining to any matter resulting from the P.O.
 - ii. The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- h. Program Fraud and False or Fraudulent Statements or Related Acts.
 - i. The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and FTA regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the P.O., the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the P.O. or the FTA assisted project for which any services are being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.
 - ii. The Vendor also acknowledges that if it makes, or causes to be made, a false,

fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

- iii. The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
11. GOVERNING LAW. The P.O. shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.
 12. PATENT PROTECTION. To the extent the goods are not manufactured pursuant to design originated by SunLine, Vendor agrees it will indemnify and hold SunLine and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit or claim in which such infringement is alleged. SunLine agrees to notify Vendor promptly of any suit or claim against SunLine for any alleged infringement of patent.
 13. INDEMNIFICATION. The Vendor shall indemnify, keep and save harmless SunLine, its agents, officials and employees from any and all claims, actions, losses, damages, and/or liability arising out of the P.O. from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SunLine on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Vendor's indemnification obligation applies to SunLine's "active" as well as "passive" negligence but does not apply to SunLine's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 14. INSURANCE. If Vendor is providing services to SunLine, Vendor shall maintain workers' compensation insurance in accordance with state requirements. Vendor shall also maintain commercial general liability insurance, including automobile liability insurance, in the amount of at least \$2,000,000 per claim. SunLine reserves the right to require submittal of a certificate of insurance naming the SunLine, its directors, officers, employees and agents as additional insureds. In addition, Vendor shall maintain professional liability insurance if applicable.
 15. FORCE MAJEURE. Vendor will not be held liable for failure of delay in fulfillment if hindered or prevented by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government that are not reasonably foreseeable.
 16. ACKNOWLEDGMENT. By delivery of the goods or services purchased herein, the Vendor agrees to all the terms and conditions herein.
 17. TERMINATION. SunLine may terminate the P.O. in whole or in part for SunLine's convenience or because of the failure of the supplier to fulfill the contract obligation. SunLine CEO/General Manager shall terminate by specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the supplier shall: (a) immediately discontinue all services affected and (b) deliver to SunLine's CEO/General Manager all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed

or in process. If the termination is for the convenience of SunLine, SunLine shall make an equitable adjustment in the P.O., but shall not allow anticipated profit on unperformed services.

18. OSHA COMPLIANCE. The goods covered by this P.O. must conform to safety orders of OSHA, CALOSHA, and /or NIOSH, and applicable Material Safety Data Sheets (MSDS). Vendor is required to provide a completed MSDS for all hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheets need to be sent to SunLine's Safety and Regulatory Compliance Specialist for each specified item and a copy sent to SunLine's Procurement Department.
19. WAIVER. The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.
20. QUESTIONS. Questions regarding the Terms and Conditions herein are to be directed to: agunderloy@sunline.org.

EXHIBIT B SCOPE OF WORK

1. INTRODUCTION

The selected firm (CONTRACTOR) must provide everything necessary to effectively supply the requirements set forth in this SOLICITATION, its amendments, and change orders for the duration of the contract at the pricing stated in the CONTRACTOR'S OFFER. Deliveries will be made to the following SunLine locations: Division I at 32-505 Harry Oliver Trail, Thousand Palms, CA 92276 and Division II at 83255, Highway 111, Indio, CA 92201.

2. BACKGROUND

A. General

SunLine Transit Agency is a Joint Powers Authority (JPA) created in 1977 to provide public transit services to its member entities: Riverside County and the cities of Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio and Coachella. Transit Services are provided over an area of 1120 square miles within Riverside County and cover the desert resort communities of the Coachella Valley, 120 miles east of the Los Angeles Basin and 60 miles east of the Riverside/San Bernardino Inland Empire – between the San Gorgonio Pass on the west and the Salton Sea on the Southeast. SunLine Transit has 80 Fixed Route Buses, five (5) Trolleys, 39 Paratransit Vehicles and 40 Support Vehicles.

B. Facilities

SunLine Transit Agency operates from three facilities: Division 1 in Thousand Palms, Division 2 in Indio and Division 3 in Coachella.

3. TANK CAPACITIES

Product	Thousand Palms			Indio	
	Type	Tanks	Capacity	Tanks	Capacity
SAE 15W-40 CNG Engine oil meeting Cummins Specification CES 20092	Lubricant	2	580 gallon	1	100 gallon

4. CONSUMPTION-PROJECTED

- A. Projected Lubricants Consumption is based on historical information, previous orders, actual consumption, actual mileage, and the Short Range Transit Plan projected bus mileage.
- B. STA does not guarantee the amount of consumption or minimum usage shown below, this is an estimate based on historical information

Consumption - Projected per Year (rounded)			
Product	Annual	UOM	Storage Type
Advanced Full Synthetic Motor Oil SAE 5W-30 API SN with SN Plus - Must meet spec WSS-M2C946-A	440	Gallon	55 Gallon Drum
ATF 3309	70	Gallon	55 Gallon Drum
ATF ES - ZF TE-ML 20B	440	Gallon	55 Gallon Drum
Full Synthetic Motor Oil SAE 5W-20 - API SN with SN Plus	440	Gallon	55 Gallon Drum
Gear Oil 75W-90 Full Synthetic meeting MAN approval 342 Typ M2	440	Gallon	55 Gallon Drum
SAE 15W-40 CNG Engine oil meeting Cummins Specification CES 20092	4,000	Gallon	Bulk
MERCON LV - ATF	220	Gallon	55 Gallon Drum
Multiplex 220 NLGI GC-LB Grade 2	240	Pound	120 Pound Drum
55 GAL DRUM - Heavy Duty Anti-Freeze 50/50, Zerex 813053, FleetCharge FCAB51, Or Equal	550	Gallon	55 Gallon Drum

5. CONTRACTOR'S GENERAL RESPONSIBILITIES

- A. Deliver in drums and or bulk as required by AGENCY.

- B. Ensure that the required product is delivered in sufficient quantities by the required time to the required destinations.
- C. Deliver the required product to the appropriate tank.
- D. Remove incorrectly delivered products, deliver required product, and remove any contaminated inventory.
- E. Deliveries to Indio, CA site are to be coordinated with STA personnel due to operation hours of facility.
- F. Replace incorrectly delivered products with the appropriate product and clean tank at Contractor's sole expense and in time to assure uninterrupted supply.
- G. Notify AGENCY prior to delivery of any reformulation of products supplied under this contract.
- H. All specifications must meet the minimum CARB requirements.

6. HAZARDOUS SUBSTANCES

A. CAL-OSHA Requirements

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Material Safety Data Sheet accompanying the submitted bid.

B. Notice of Hazardous Substances

Title 8, California Code of Regulations, Section 5194 (e)(c), states that the employer (STA) must inform any BIDDER employers with employees working in the employer's (STA's) workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Agency hereby gives notice to all BIDDERS that the following general categories of hazardous substances are present on the SunLine Transit Agency's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)

- Printing, photocopying materials

- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from Material Safety Data Sheets for individual products

7. HAZARDOUS WASTE LABELS

A. Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and

- Name and address of manufacturer or other responsible party. All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers

8. LUBRICANTS

The specifications and material safety data sheets for the brand of lubricant being bid must be provided as part of this bid. No changes on specifications are allowed unless authorized in writing by the AGENCY. See the table in Section 4 – Consumption.

9. INDEFINITE DELIVERY CONTRACT

A. AGENCY does not guarantee that it will order any particular amount nor will AGENCY be liable for any amounts not ordered regardless of the projected usage.

- B. For the duration of the contract, AGENCY has set the minimum order quantity at zero units of each product and the maximum order quantity at 2 times the projected 1-year usage of each product.
- C. For each order placed during the life of the contract, AGENCY has not set a minimum or maximum order quantity regarding quantities that can be ordered at a given time.
- D. The total quantities, based on the projections contained hereunder, are the maximum total quantities that can be ordered against the resultant contract.

10. PRICING

A. Per Gallon / Pound Price

Lubricants

- a. The per U.S. gallon or pound price must be reflected in dollar figures and include the following components:
 - 1) Lubricants Costs are at a per U.S. gallon or pound rate and must be stated as a firm fixed price.
 - 2) Delivery Charges and Profit (mark-up, effective margin) must be included in the per U.S. gallon or pound rate.
 - 3) Taxes and government fees are in addition to the above costs.

B. Applicable taxes, Charges, and fees

- 1) Charges that are not to be included in the per gallon price, but are to be added on after the per gallon price:
 - a. All applicable federal, state, or local mandated taxes;
 - b. All applicable regulatory mandated charges or fees such as Superfund charges, L.U.S.T. charges, and California Oil Spill fees.
 - c. Sales tax, if applicable, must be based on location wherein the deliveries will be made.

2) CONTRACTOR must notify AGENCY of any charges in the above charges by the time the invoice is presented to AGENCY

C. Exemptions

1) Federal Excise Tax: AGENCY, as a public agency, is exempt from this tax and .will provide certification as required.

D. Offer Pricing

- 1) The pricing must be clearly stated OFFER Pricing Form according to the above.
- 2) Additional charges that are not stated on the OFFER Pricing Form will not be allowed.
- 3) The brand name, specifications and material safety data sheets for the brand of oil being OFFERED must be provided as part of this submittal.

EXHIBIT C
PRICING FORM

**Request for Quotation 22-056 Bulk Lubricants
Exhibit C – Price Details and Summary**

Payment Terms	Contract Duration	FOB
Net 30	4/1/2022 through 9/30/2022	Thousand Palms /Indio

Vendor Pricing	
55 GAL DRUM - Advanced Full Synthetic Motor Oil SAE 5W-30 API SN with SN Plus - Must meet spec WSS-M2C946-A	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	350
Costs based on Est. Usage	
Drum Charge (55 gal)	
55 GAL DRUM - ATF 3309	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	70
Costs based on Est. Usage	
Drum Charge (55 gal)	
55 GAL DRUM - ATF ES - ZF TE-ML 20B	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	440
Costs based on Est. Usage	
Drum Charge (55 gal)	

Vendor Pricing

55 GAL DRUM - Full Synthetic Motor Oil SAE 5W-20 - API SN with SN Plus	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	110
Costs based on Est. Usage	
Drum Charge (55 gal)	
55 GAL DRUM - Gear Oil 75W-90 Full Synthetic meeting MAN approval 342 Typ M2	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	Environmental Fee
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	440
Costs based on Est. Usage	
Drum Charge (55 gal)	
BULK OIL - SAE 15W-40 CNG Engine oil meeting Cummins Specification CES 20092	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	5600
Costs based on Est. Usage	
55 GAL DRUM- MERCON LV-ATF	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	220
Costs based on Est. Usage	
Drum Charge (55 gal)	
120# DRUM - Multiplex 220 NLGI GC-LB Grade 2	
Price per Pound	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Pound	

Estimated Pounds	240
Costs based on Est. Usage	

Vendor Pricing	
55 GAL DRUM - Heavy Duty Anti-Freeze 50/50, Zerex 813053, FleetCharge FCAB51, Or Equal	
Price per Gallon	
State Tax (gov't)	
Environmental Fee	
Other	
Subtotal	
Sales Tax 7.75% to 5th decimal	
Total per Gallon	
Estimated Gallons	550
Costs based on Est. Usage	
Drum Charge (55 gal)	

Price Summary Form
(Please enter totals from previous sheets)

DESCRIPTION	Total
55 GAL DRUM - Advanced Full Synthetic Motor Oil SAE 5W-30 API SN with SN Plus - Must meet spec WSS-M2C946-A	
55 GAL DRUM - ATF 3309	
55 GAL DRUM - ATF ES - ZF TE-ML 20B	
55 GAL DRUM - Full Synthetic Motor Oil SAE 5W-20 - API SN with SN Plus	
55 GAL DRUM - Gear Oil 75W-90 Full Synthetic meeting MAN approval 342 Typ M2	
BULK OIL - GEN2 SAE 15W40 CNG Engine oil meeting Cummins Specification CES 20092	
55 GAL DRUM- MERCON LV-ATF	
120# DRUM - Multiplex 220 NLGI GC-LB Grade 2	
55 GAL DRUM - Heavy Duty Anti-Freeze 50/50	
Total Estimated Costs not to exceed:	

Print Name Authorized to Sign: _____

Authorized Signature: _____

Date: _____

EXHIBIT D
REQUIRED FORMS

NON-COLLUSION DECLARATION

I hereby swear (or affirm) under the penalty of perjury under the laws of the State of California that:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].”

Bidder’s Company Name _____

Legal Structure _____

(corp./partner/proprietor) _____

Principal Office Address _____

City, ST, Zip _____

Phone Number _____

Fax Number _____

E-Mail _____

Federal Employer Identification Number _____

Title of Person Authorized to Sign _____

Print Name of Person Authorized to Sign _____

Authorized Signature and Date _____

SUNLINE TRANSIT AGENCY BOARD OF DIRECTORS

<u>Member Entity</u>	<u>Board Member</u>
La Quinta	Robert Radi
Cathedral City	Nancy Ross
Desert Hot Springs	Russell Betts
Palm Desert	Kathleen Kelly
Rancho Mirage	Charles Townsend
Indio	Glenn Miller
Coachella	Denise Delgado
Indian Wells	Dana Reed
Palm Springs	Lisa Middleton
Riverside County	V. Manuel Perez

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
(Pursuant to 49 CFR Part 29, Appendix B)

A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Proposer shall provide immediate written notice to SunLine if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.
4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines 15-003 Single Source - 10 - CNG Replacement Pickups the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

DATE: _____

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE _____