



SALT LAKE
COUNTY

PETER M. CORROON
Salt Lake County Mayor

April Townsend
Administrative Services
Department Director

**CONTRACTS &
PROCUREMENT
DIVISION**

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Salt Lake County
Government Center
2001 South State Street
Suite N-4500
Salt Lake City, UT 84190-3100

801 / 468-2556

801 / 468-2476 fax

May 27, 2010

Subject: Request for Proposals
RFP #HE10175
Vehicle Emissions Inspection/Maintenance Program

Dear Interested Consultant / Provider:

This is a formal solicitation for sealed competitive proposals from qualified Emission Inspection System Contractors (hereafter referred to as Contractors), to provide specialized services related to the Motor Vehicle Emissions Inspection/Maintenance (I/M) Program in Salt Lake County, Utah for the Salt Lake Valley Health Department.

Interested proposers are strongly encouraged to attend a pre-proposal conference to discuss the services that are being sought and ask questions about this RFP. The conference will be on June 8, 2010 at 1:30 pm MDT. It will be held at the County Government Center, 2001 South State Street, North Building, 4th Floor, Room N4500, Salt Lake City, Utah. If you prefer to participate through a conference phone, please e-mail gmitchell@slco.org for additional information.

Eight (8) copies of your sealed proposal will be accepted until **1:00 PM on Tuesday, June 22, 2010** at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after that date and time.

The sealed transmittal is to have "**HE10175 Vehicle Emissions Inspection/Maintenance Proposal**" clearly marked on the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

Please reserve the dates of **July 21, 2010 and July 22, 2010** for an interview. You will be notified if your firm is receiving an interview. Thank you.

For any questions regarding this "Request for Proposals", submit through www.BidSync.com.

Sincerely,

Glendon Mitchell
Purchasing Manager



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June 21, 2010

Subject: Request for Proposals
RFP #HE10175
Vehicle Emissions Inspection/Maintenance Program
Addendum #1

Dear Interested Consultant / Provider:

This is a formal solicitation for sealed competitive proposals from qualified Emission Inspection System Contractors (hereafter referred to as Contractors), to provide specialized services related to the Motor Vehicle Emissions Inspection/Maintenance (I/M) Program in Salt Lake County, Utah for the Salt Lake Valley Health Department.

Addendum #1 supersedes the original solicitation an acknowledgement or signed copy of the original solicitation is not required. Changes are generally made in red font and underlined.

One original and eight (8) copies of your sealed proposal will be accepted until **1:00 PM on Thursday, July 22, 2010** at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, Salt Lake City, Utah 84190-3100. No responses will be accepted after that date and time.

The sealed transmittal is to have "**HE10175 Vehicle Emissions Inspection/Maintenance Proposal**" clearly marked on the outside of the package. The proposal must include a cover letter indicating the firm's willingness to enter into an agreement with Salt Lake County.

Please reserve the week of **August 23, 2010** for an interview. You will be notified if your firm is receiving an interview. Thank you.

For any questions regarding this "Request for Proposals", submit through www.BidSync.com.

Sincerely,

Glendon Mitchell
Purchasing Manager

REQUEST FOR PROPOSALS
FOR A
CONTRACTOR TO PARTICIPATE
IN THE
VEHICLE EMISSIONS INSPECTION/MAINTENANCE PROGRAMS
FOR
SALT LAKE COUNTY, UTAH
RFP #HE10175
RFP DUE DATE: JULY 22, 2010
ADDENDUM #1

Prepared by the:
Salt Lake Valley Health Department

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SALT LAKE COUNTY
VEHICLE EMISSIONS INSPECTION/MAINTENANCE
PROGRAMS

REQUEST FOR PROPOSAL

1. INTRODUCTION

- 1.1. This is a formal solicitation for sealed competitive proposals from qualified Emission Inspection System Contractors (hereafter referred to as Contractors), to provide specialized services related to the Motor Vehicle Emissions Inspection/Maintenance (I/M) Program in Salt Lake County, Utah for the Salt Lake Valley Health Department. The I/M Program is part of the Utah State Implementation Plan ("SIP") required by Section 182 of the Clean Air Act. The I/M Program is implemented under Health Regulations Nos. 22A and 28 as promulgated by the Salt Lake Valley Board of Health and authorized by Section 26A-1-121(1), Utah Code Ann., 1953 as amended and Chapter 9.04, Salt Lake County Code of Ordinances Section 3.1.2. The Health Department is empowered to implement and enforce this regulation as authorized by Section 26A-1-114(1)(a), Utah Code Ann., 1953 as amended and Chapter 9.04 of the Salt Lake County Code of ordinances in all incorporated and unincorporated areas of the County.
- 1.2. The County shall be the sole judge as to which proposal constitutes the most appropriate qualifications. All Contractors waive any and all rights to claim damages of any nature, whatsoever, based upon the selection process. Contractors who submit proposals that do not follow the instructions or do not provide the information requested within the RFP may be subject to immediate rejection.
- 1.3. The Contractor shall perform all work under the resulting Contract as an independent Contractor. The Contractor is not and shall not be considered an employee, agent, subagent or servant of Salt Lake County for any purpose. Contractor shall maintain complete control over all of its employees, subcontractors and operations in connection with the services to be performed. Neither Contractor nor anyone employed by or contracting with it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

2. DEFINITIONS

- 2.1. "**Contractor**" shall mean a vendor that responds to this solicitation as well as a 'Proposer'.
- 2.2. "**County**" shall mean Salt Lake County, including the Salt Lake Valley Health Department, Division of Environmental Health and the Bureau of Air Pollution control.

- 2.3. **“Department”** shall mean the Salt Lake Valley Health Department organized as a “County” Health Department pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended.
- 2.4. **“Test Authorization (TA)”** shall mean the authorization to conduct an official I/M test utilizing the UTAH2011 analyzer.
- 2.5. **“UTAH2011 Analyzer”** or **“Analyzer”** shall mean the proposed vehicle emissions analyzer, consisting of equipment and software, approved by the Salt Lake Valley Health Department, to be used in the Department’s Emissions Inspection/Maintenance Program.
- 2.6. **“Vehicle Information Database (VID)”** shall mean the database where records of the vehicle tests, records of calibration, audits and other information is stored. In the industry it is often referred to as the VID.
- 2.7. **“SIP”** shall mean the Utah State Implementation Plan established for compliance with the federal “Basic I/M” standards specified in 40 CFR 51 Subpart S, Inspection/Maintenance Program Requirements last amended at 66 FR 18156, April 5, 2001, as required by Section 182 of the Clean Air Act.

3. PURPOSE

- 3.1. The purpose of this Request For Proposal (RFP) is for the County to enter into a Contract on behalf of the Department with a qualified Contractor who will make available motor vehicle emissions analyzers, service and maintenance to approximately 340 decentralized I/M Program Stations in Salt Lake County, Utah and to provide analyzers, data transmission, administrative software and reports to the Department.
- 3.2. The Department will serve as the regulating entity for the inspection and maintenance program, equipment and software. It is the Department’s goal to meet or exceed the United States Environmental Protection Agency’s (EPA) equipment guidelines as well as for the analyzers to be provided by the awarded Contractor.
- 3.3. This RFP is intended to be fair and impartial throughout this document with the expectation that the best quality equipment, software, support and service will be obtained at the best possible price.
- 3.4. The County on behalf of the Department, plans to Contract with a well established, experienced firm to:
- 3.4.1. design and provide the UTAH2011 analyzer as the only analyzer to be used for official emissions testing in Salt Lake County. All I/M stations desiring to participate in the UTAH2011 I/M Program shall be required to use this equipment;

- 3.4.2. provide service, consumables, repair and maintenance for approximately 340 UTAH2011 emissions analyzers in a decentralized I/M Program network;
- 3.4.3. develop and manage a VID and communications network to collect, store and transmit motor vehicle inspection data;
- 3.4.4. prepare reports for the Department on the operation and effectiveness of the I/M Program, and;
- 3.4.5. collect and manage per-test revenue from I/M Stations.

4. TERM OF AGREEMENT

4.1 The County intends to enter into a Contract with the single selected Contractor for a primary term of three (3) years beginning April 1, 2011 and ending March 31, 2014. Each program year will be from April 1st to the following March 31st. The County may negotiate a different start and ending date with the awarded Contractor. At the discretion the County, the Contract may be extended beyond the primary term on an annual basis for three additional one year periods or the County also reserves the right to extend the Contract beyond the primary term for a three (3) year period if it is determined to be in the best interest of the County.

5. BACKGROUND

5.1. The Department has administered a motor vehicle Emissions Inspection/Maintenance (I/M) Program since 1984 in accordance with Sections 41-6a-1642 through 41-6a-1644, Utah Code Ann., 1953 as amended and Chapter 9.73 of the Salt Lake County Code of Ordinances. The Department also conducts the I/M Program consistent with the principles of public and environmental health. The Department's Division of Environmental Health has the following mission and vision.

Mission: To promote and protect the health of the people and the environment of Salt Lake County.

Vision: That the Salt Lake County Environmental Health Division be recognized as a leader in educating and promoting positive change on public health and environmental issues.

5.2. Salt Lake County is currently a maintenance area for Carbon Monoxide (CO) and Ozone {Hydrocarbons (HC) and Oxides of Nitrogen (NOx) are the major precursors of ozone} and is a nonattainment for Particulate Matter less than 10 microns in diameter (PM10). Increasing scientific knowledge has recently prompted the reevaluation of the harmful effects of air pollution and the permissible levels have been lowered for PM 2.5 and will likely be for ozone. In achieving reductions of these air pollutants, the Department will continue to

operate the I/M program with emphasis on Salt Lake County's Values: We Care About One Another, We Serve with Integrity, We Value and Respect People, and We Strive for Excellence.

- 5.3. In the first 25 years of its existence the I/M program has prevented the release of more than a million tons of air pollution to the atmosphere. It is anticipated that in the future the program will continue to provide substantial reductions in criteria pollutants such as, (CO), (HC) and (NOx). In addition, through public information and education efforts, the program assists in reducing other air pollutants, as well as helping to reduce vehicle related expenses to individual motorists and fostering energy independence and reduce potentially harmful global air pollution. This is one way to facilitate completion of the Department's Annual Performance Measure of "50% of the residents will make at least one change to benefit the environment."
- 5.4. Currently, all 1968 and newer model year vehicles registered in Salt Lake County are required to be emission tested and a certificate of compliance or waiver must be issued and then presented at the time of vehicle registration. Vehicles six model years and newer are tested on a biennial schedule. All other vehicles are tested annually.
- 5.5. Approximately 640,000 vehicles are emission tested annually in the Department's decentralized I/M testing program. The Department currently permits about 320 I/M Stations and certifies approximately 1,700 I/M inspectors to perform official emission tests.
- 5.6. The Department plans to test vehicles using one of three procedures, depending on fuel type, model year and gross vehicle weight rating (GVWR).
- 5.6.1. **OBD Test**
- All Gasoline powered 1996 and newer vehicles with a GVWR of 8,500 lbs or less
 - All Diesel powered 1998 and newer vehicles with a GVWR of 14,000 lbs or less
- 5.6.2. **TSI Test**
- All gasoline powered vehicles model year 1968 to 1996
 - All gasoline powered vehicles with a GVWR of 8501 lbs. or greater
- 5.6.3. **Diesel Tailpipe Test**
- All diesel powered vehicles model year 1968 to 1998
 - All diesel powered vehicles with a GVWR of 14,001 or greater
- 5.7. The Department's Bureau of Air Pollution Control will serve as the overall program manager for the I/M Program. Requests for changes including; equipment maintenance, database operation and management, EPA reports, specified reports and simple ad hoc reports will be directed by the Manager of the Bureau of Air Pollution Control.

6. SCOPE OF WORK AND TASKS TO BE COMPLETED

- 6.1. The following section presents the scope of work. The scope of work details the requirements of the Contactor but the intent is to leave considerable room for innovation in most of the scope of work requirements.
- 6.2. All proposals must be consistent with the following statutes, health regulations and ordinances governing the Motor Vehicle Emissions Inspection/Maintenance Programs in the County: Sections 41-6a-162 through 1644, Utah Code Ann., 1963 as amended; Chapter 9.73 Salt Lake County Code of Ordinances; and Health Regulations Nos. 22A and 28. Copies of the statutes, ordinances and regulations may be obtained from: www.Utah.gov/laws; www.SLCO.org and www.slvhealth.org/envRegs/.
- 6.3. The proposal shall include a plan and a time table for transitioning from current UTAH98 equipment and services provided by any current Contractor in the County so as to provide an uninterrupted transition.
- 6.4. The Contractor will assist the Department in the operation and data management of a decentralized enhanced I/M Program. Primary responsibilities are:
 - 6.4.1. The Contractor shall design, supply and maintain the UTAH2011 test equipment;
 - 6.4.2. The Contractor shall design and operate the VID;
 - 6.4.3. The Contractor shall provide and support an intranet or internet system between the Contractor, Department and I/M Program Stations for the dissemination of information;
 - 6.4.4. The Contractor shall provide a means to transmit selected data from the vehicle test records to the State Department of Motor Vehicles;
 - 6.4.5. The Contractor shall provide a means for the County to retrieve it's data from the Vendor's database.
 - 6.4.6. The Contractor shall prepare reports, including those required by the EPA, and;
 - 6.4.7. The Contractor shall collect and manage per-test and monthly fee revenues.
- 6.5. The Department plans to retain its' decentralized inspection network which is composed of a combination of test-only and test-and-repair stations.
- 6.6. The selected Contractor shall enter into a Contract with each I/M Program Station to make available the UTAH2011 emissions analyzers approved by the Department.
 - 6.6.1. The selected Contractor shall design and provide the UTAH2011 analyzers and software to

be used by all I/M Program stations. On Board Diagnostics (OBD) only and OBD/ TSI test equipment shall be made available to I/M stations. A separate charge for an extended warranty/service agreement. will be specified for OBD only and OBD/ TSI equipment (as noted in attachment D). The proposal shall include the Contractor's proposed specifications for the test equipment and software. Equipment options such as bar code scanners, other accessories that could be purchased by the I/M stations, etc., shall be included in Exhibit 3. Security measures that the contractor is proposing for all analyzers should be included in the base cost of the unit. Enhanced security measures which a station may wish to purchase or which the county may require of individual stations should be described as options and priced in Exhibit 3.

6.6.1.1. The selected Contractor will warrant unencumbered title to all equipment and other components of the system delivered under the resulting contract upon completion of the initial 3 year contract term. Title transfer will be from Contractor to Station. The selected Contractor will also warrant that the County and the Station shall have a perpetual, non-exclusive license to use any proprietary software installed as part of the system.

6.6.1.2. Except for causes proximately arising from the acts or omissions of County agents or employees, including, but not limited to, outright partial or complete cancellation of the I/M program by the County, the selected Contractor shall bear the risk of loss, from any cause whatsoever, of the software and any equipment provided pursuant to the resulting contract, up to the date of preliminary acceptance by the County.

6.6.2. OBD (OBD Only) equipment must be able to communicate with at least 99.5% of OBD compliant vehicles and be compliant with the requirements outlined in EPA's publication "Performing Onboard Diagnostic System Checks as Part of a Vehicle Inspection Maintenance Program" (EPA420-R-01-015). The publication may be found at: <http://www.epa.gov/>

6.6.2.1. Proposer may suggest other information to be collected and how that would benefit the I/M Program.

6.6.2.2. Tailpipe equipment (OBD/TSI) must be certified by the California Bureau of Automotive Repair (BAR 97 or better), or be capable of being certified.

6.6.2.2.1. One way to meet this requirement is to present the BAR97 Certification documentation.

6.6.2.2.1.1. If that is not possible then present data and documentation as why the equipment would be capable of being BAR97 certified.

6.6.2.3. All UTAH2011 equipment will be upgraded to meet the changing requirements of vehicle manufacturers, such as the CAN protocol update, at no charge to either the stations or the County.

6.6.2.4. All UTAH2011 equipment to include a gas cap tester.

6.6.2.5. All of the proposed equipment must include all of the components necessary to perform the OBD test as specified by EPA and to perform a gas cap test on vehicles 2001 and older.

6.6.2.6. The OBD /TSI equipment must contain all of the componets in the BAR97 specification.

6.6.3. Existing stations permitted by the Department and operating Utah 98 equipment will be provided new replacement Utah 2011 equipment by the Contractor. Replacement equipment is to be provided on a numerically equivalent basis to the Utah 98 equipment. Equipment to include a three year extended warranty/service agreement, at no charge to the I/M Station. The Contractor shall also provide an extended warranty/service agreement on the equipment during any subsequent Contract renewal periods for the replacement equipment. As noted in Section 6.6.7 the Contractor shall clearly identify components that are covered by the warranty and those that are considered as “consumables”.

6.6.3.1. For pricing purposes equipment base price is to include a one year warranty as indicated in Attachment D.

6.6.4. The purchase of any additional analyzers in addition to those being replaced by the Contractor shall be the responsibility of the individual I/M station owner for existing or new stations. The extended warranty/service agreement for additional equipment or equipment purchased by new stations shall be paid from the per test and monthly fees.

6.6.5. The Contractor shall develop an I/M Station Contract for the per-test and monthly fee in order to collect the revenue necessary to operate the program. The Contractor shall execute the Contract with all participating I/M Stations. Exhibit #2 lists key elements which are suggested for inclusion in the Contract. All per test and monthly fees shall be prepaid by the I/M Program Stations to the Contractor. At the end of each program year the Contractor will have and pay for an independent audit performed by a local CPA. At the conclusion of the audit, a reconciliation shall occur and any funds which were collected in excess of the prices proposed in this RFP will be returned on a prorated basis by the Contractor to the I/M stations as test authorizations.

6.6.6. A different per test fee may be charged for OBD only equipment and OBD/TSI equipment, based on the different prices for equipment and warranty coverage. The per test and the monthly fee for existing stations and for stations added to the program in the future shall be the same.

6.6.7. The Contractor shall furnish information for a diesel testing program that includes prices and testing procedures for both light and heavy duty diesel vehicles as identified in section 5 of this

RFP. This information would be based on using the most current “state of the art” technology; a description of the benefits of using that technology should be included. The Contractor may also indicate any possible applications that equipment may have to non-diesel vehicles.

6.6.7.1. The cost for the diesel testing equipment shall be included in exhibit 3. It is considered an optional add on.

6.6.7.2. The proposed diesel testing program will be evaluated as part of the technical proposal

6.6.7.3. Please describe if your diesel testing equipment will measure the emissions of gasoline engines that produce smoke or if you have another solution for this problem.

6.6.7.4. For informational purposes, the following approximate number of vehicles were tested in 2009 and stations were operating:

6.6.7.4.1. 20,000 diesels less than 16,000 GVWR

6.6.7.4.2. 13,000 diesels more than 16,001 pounds GVWR

6.6.7.4.3. Vehicles less than 16,000 GVWR were tested on a dyne using an opacity meter

6.6.7.4.4. Vehicles greater than 16,001 GVWR were tested using the SAE J1667 snap idle test.

6.6.7.4.5. 12 Stations tested vehicles less than 16,001 only

6.6.7.4.6. 22 Stations tested vehicles greater than only

6.6.7.4.7. 15 Stations tested both types of diesel vehicles

6.6.7.4.8. The County has begun testing vehicles 1998 and newer that are OBD compliant using the OBD protocol

6.6.8. The Contractor shall provide an equipment parts, service and maintenance warranty on all UTAH2011 test equipment and software that is registered by the Department. All Contractor costs for equipment, parts, service and maintenance, connection to the VID system and for the VID hardware and software and reports will be recovered through the per-test fee and a minimum monthly fee from each I/M Station during the primary contract term.

6.6.8.1. The I/M stations will pay a minimum monthly fee regardless of the number of tests they perform and a per test fee which is a charge per test and is dependent on the number of tests and the type of equipment (OBD only or OBD/TSI).

6.6.8.2. The revenue that is collected for these fees will be used to reimburse the contractor for the expenses outlined in attachment D of this proposal.

6.6.8.3. The monthly fee and per test fee will be established and agreed upon by the

awarded contractor and County during contract negotiations.

6.6.8.4. These fees will be set so ensure that the sufficient revenue is collected to meet the contractors requirements as outlined in Attachment D.

6.6.8.4.1. In the unlikely event that insufficient revenue is collected then the per test fee and /or the monthly fee will be adjusted for the next year.

6.6.8.5. During the first 3 years of the contract equipment costs, start up costs and hardware cost will be recovered as well as the ongoing maintenance costs for the first 3 years.

6.6.8.6. There will be a per test fee and a monthly fee for the entire life of the resulting contract. However the per test fees should be significantly less during the last 3 potential renewal years.

6.6.9. The Contractor shall clearly identify which components of the UTAH2011 are covered by the extended warranty / service agreement and which parts are considered as consumables and are to be paid for directly by the I/M station. The Proposal shall also include a proposed preventative maintenance plan and schedule. Please complete Exhibit #3 EXTENDED WARRANTY/SERVICE AGREEMENT COVERAGE AND CONSUMABLES and use extra pages as needed. Response time for equipment repair shall average 8 hours or less (based on a Monday through Friday, 8 a.m. to 5 p.m. schedule).

6.6.10. The following information provides historical numbers of vehicles I/M tested in Salt Lake County to allow the Contractor to estimate the equipment usage that an average UTAH2011 system will have. The numbers listed below reflect the current requirement for all 1968 and newer vehicles registered in the County to be tested with vehicles six (6) model years and newer being tested biennially.

<u>Test Years</u>	<u>Total Tests</u>	<u>% OBD</u>	<u>% Tail Pipe</u>
2007	606,389	67%	33%
2008	616,399	71%	29%
2009	635,308	75%	25%

6.6.11. The Contractor shall keep on hand, at competitive retail price to I/M stations, an inventory of consumable items (analyzer items not covered by a warranty or service Contract) required by the I/M Program. The Contractor shall accept payment by cash, check or major credit card. This does not preclude stations from purchasing consumable items from other vendors as long as the items meet specifications.

6.7. Employing the latest technology, the Contractor shall provide hardware and software for a

VID system that will interface with the UTAH2011 analyzer system and will accept the data from existing County VID systems that is contained in a SQL Server data base. The Contractor shall develop, implement, operate, maintain and manage the VID in a secure site:

6.7.1. A VID that will connect with all registered UTAH2011 systems and with the Utah Division of Motor Vehicles data base so as to download vehicle identification information based on the license plate or the Vehicle Identification Number (VIN);

6.7.2. The system must provide real time or near real time access to vehicle test data at the VID and at the Department's offices.

6.7.2.1. A flat file that contains a subset of the vehicle test data is all that is required for the real time application.

6.7.2.2. The County will rely on canned and ad hoc reports from the Contractor for program administration.

6.7.2.3. All data in the program must be available but not necessarily on a real time basis.

6.7.2.4. It is not necessary that the server be locally installed, only that the file transfer method be efficient and satisfy all County IT security policies.

6.7.3. A system that is capable of transferring a subset of the vehicle test data on a real time or near real time basis to the County;

6.7.4. To ensure constant communication and continuous VID operation, a redundant VID system shall be provided, installed and maintained at a separate and secure site. Please describe the proposed redundant system in detail including the location, hardware, software, etc.

6.7.4.1. Constant communication for this proposal means at least 98% up time between 7 AM and 7 PM Utah time.

6.7.4.2. The redundant VID should be functionally identical to the primary VID, but at a physically separate location so that in the event of fire, earthquake etc. the entire system could fail-over to the functioning backup.

6.7.5. The Contractor shall describe how they propose to transfer existing data from the current VID used by the County to the new VID without the loss of data. The data on the VID shall be the exclusive property of the County. At the end of the 3 year Contract period the VID itself (hardware and software) becomes the property of the County. Should a subsequent Contractor be selected at that time, the Contractor shall work with the Department to facilitate the transfer of the VID.

- 6.7.5.1. Only the data and the hardware (including the redundant VID) become the property of the County at the end of 3 years.
- 6.7.5.2. Most I/M Stations are connected with the State Safety Inspection Program using a DSL connection.
- 6.7.5.3. The cost of the communications equipment resident on the analyzer should be part of the cost of the unit.
- 6.7.6. The Contractor shall provide Polk VIN data and Vehicle Look-up Tables (VLT) or their equivalent.
- 6.7.7. The Contractor shall provide necessary data security controls to prevent unauthorized access.
- 6.8. The Contractor shall be responsible for developing and/or providing any programs or software associated with the program-specific user interface and:
 - 6.8.1. An Internet based communications network with all registered UTAH2011 analyzers.
 - 6.8.2. The Contractor shall design, implement, operate and maintain an Internet based communications network with the Department and the I/M Program Stations to support the information requirements of the I/M Program.
 - 6.8.3. The Station is responsible to provide and pay for their own internet connection
 - 6.8.3.1. The current system uses a dial-in number provided by the contractor.
 - 6.8.3.2. For informational purposes, most Stations are connected via DSL to the Utah State Safety Inspection Program.
- 6.9. The Contractor shall develop, implement, operate, maintain and manage:
 - 6.9.1. A reporting system to generate all reports required to meet EPA 40 CFR §51 requirements;
 - 6.9.2. A report of auditor activities and findings;
 - 6.9.3. A means to transfer vehicle test data via the Internet to the County website that satisfies County IT Security Policies.
 - 6.9.4. A system to monitor and record equipment reliability, calibration, security, record keeping and anti-tampering in the field and immediately report any apparent problem to the Department. Maintenance records shall be made available to the County;

- 6.9.5. A system to provide Department prescribed QA reports and a system to generate ad hoc reports. Reports shall be provided on a regular basis as determined by the Contractor and the Department, and;
- 6.9.6. An automatic report estimating the total emission of pollutants between I/M tests. These estimates will be based on reported odometer readings and EPA or other approved emissions estimates.
- 6.9.7. The Contractor should provide samples of actual reports that they currently provide to other customers as part of their RFP submittal. These reports will not be considered as part of the page count submittal limitation.
- 6.10. The Contractor shall periodically implement equipment upgrades and software updates as needed to the UTAH2011 test equipment after approval by the Department. The cost of any hardware upgrade shall be provided for in the Contract between the Contractor and the I/M Program Stations. At a minimum, the Contractor shall provide reasonable software updates including communications with new model vehicles throughout the life of the program operation at no charge.
- 6.11. The Contractor shall provide consultation and shall make available complete equipment installation instructions to stations approved by the Department at no additional charge. (Participating stations will be responsible for arranging for all station modifications to accommodate the equipment and the costs of such modifications.) Upon completion of such station modifications and the installation of the equipment, the Contractor will perform, at no charge, a functional performance and calibration test (if applicable) of the equipment, testing of the communications systems and inspection of the safety and security features of the equipment and the station.
- 6.12. The Contractor shall propose a method and a cost for re-entry of used UTAH2011 equipment into the program. This will ensure that costs for damage and negligence are paid for by equipment owners and not the program in general.
- 6.13. The Contractor shall provide methods for locking out I/M Station analyzers from the VID, on site, and from the Department's offices. A policy and procedure for doing so will be developed by the Department and the Contractor.
- 6.14. To ensure continued smooth operation of the I/M Program, the Contractor shall complete and demonstrate the following tasks to the County at least thirty (30) days prior to April 1, 2011:
- 6.14.1. That the VID system and the data transfer is fully operational;

6.14.2. At least 200 stations are supplied with UTAH 2011 equipment and ready for operation by March 1, 2011. All existing stations permitted by the Department shall be supplied with UTAH 2011 equipment and operational by April 1, 2011.

6.14.3. That a complete parts supply system and/or parts inventory is available;

6.14.4. That trained staff are available, and;

6.14.5. That the UTAH2011 analyzer software and hardware functions and performs as proposed by the Contractor.

6.15 Customer Service

6.15.1 The Contractor shall describe its proposed procedures for ensuring that maximum customer satisfaction is maintained through out the Contract period.

6.15.1.1 A description of how I/M Stations may contact the Contractor with questions, concerns or complaints will be described.

6.15.1.2 A description of how the Contractor proposes to communicate with I/M Stations proactively will be described.

6.16 Customer Problem Resolution

6.16.1 The Contractor shall propose a method for the resolution of any differences that may arise between the Contractor and I/M Station; including but not limited to, the I/M Advisory Committee established in Chapter 9.73 Salt Lake County Code of Ordinances.

6.17. The Contractor shall address its commitment and ability to meet the specified dates

6.18. LATE DELIVERY/ IMPLEMENTATION DAMAGES:

6.18.1 Requirements outlined in the RFP requiring completion by March 1, 2011 that are not completed by that date will incur a \$500 per calendar day late delivery charge until all requirements are met.

6.18.2 Requirements outlined in the RFP requiring completion by April 1, 2011 that are not completed by that date will incur a \$3,000 per calendar day late delivery charge until all requirements are met.

6.18.3 Any damages incurred will be paid by check to the Department by the Contractor and will not be funded from the per test and monthly fee revenues.

6.19 USE OF SUBCONTRACTORS

The use of any subcontractor by the Contractor should be noted in Exhibit 1 of the RFP submittal and will require approval by the Department. If a subcontractor is used the County reserves the right to request a change in subcontractor based upon performance issues relative to the scope of the resulting Contract. The CPA firm that will perform annual audits will be considered as a subcontractor. The CPA or CPA firm must be named by the awarded Contractor during the contract negotiations process.

7. **PRICES/FEES/CONTRACT TERM**

The price proposal shall assume a three (3) year Contract with three one (1) year extension options exercised at the discretion of the County. Proposed prices shall be firm for the entire first three (3) years. Prices for extension years 4, 5 and 6 shall also be included with the proposal. For award evaluation purposes, total prices for the potential 6 year Contract period will be considered. The "GRAND TOTAL PRICE" at the end of Attachment D will used for price evaluation. All pricing is to include delivery and installation charges (if any). All pricing is to include finance charges (if any).

7.1. The price proposal shall be itemized in Attachment D and shall include the following details:

7.1.1. A per-unit price for UTAH2011 emissions analyzer systems, separate price for OBD only and OBD/TSI test equipment, including a gas cap tester;

7.1.2. A price for a service, repair and maintenance warranty, separate price for OBD only and OBD/TSI test equipment, including a gas cap tester (NOTE: Labor prices to I/M Stations for non-warranty/service agreement work on the UTAH2011 equipment shall not exceed \$85 per hour with a one-hour minimum);

7.1.3. A ~~fee~~ price for VID hardware (including a redundant system), software, software updates, maintenance and operation; and

7.1.4. The price for the preparation and transmission of data and reports to the County.

7.1.5. The Department shall purchase for the Department's I/M Technical Center at the unit pricing in Attachment D.

- one UTAH2011 OBD only analyzer and
- one OBD/TSI analyzer with a state of the art diesel add on and
- the price for a three (3) year extended warranty/service agreement for each of these.

7.2 Price Escalation / De-escalation: Prices stated must be firm for the primary 3 year term of the resulting Contract unless a price decrease is offered. The Contractor may issue a written request for price escalation in years 4, 5 and 6 based upon the prices submitted with this

proposal. Escalation request must be made in writing to Contracts and Procurement six (6) months prior to the Contract renewal. Price escalation shall not exceed 3% from the original proposal price for the corresponding year or consumables. The request must include detailed documentation explaining and supporting the price change request. Price decreases shall be passed on immediately.

7.3 Price scoring in Attachment D will be calculated as follows: *Price Points Possible 30 (2 minus (Proposal Price / Lowest Proposed Price))*.

8. PROPOSAL SUBMISSION REQUIREMENTS

8.1. One original and eight (8) copies of your proposal (9 total copies) will be accepted until **1:00 PM on 7/22/10**, at the Office of Contracts & Procurement, 2001 South State Street, Room N4500, and Salt Lake City, Utah 84190-3100. **No responses will be accepted after this date and time.** All copies shall be put into **one** sealed package or box. (Do not put each proposal copy in a separate package or box.) The sealed package is to have "HE10175 Vehicle Emissions Inspection/Maintenance Proposal" clearly marked on the outside of the package.

Interested parties may request a Microsoft Word version of the RFP and an Excel version of Attachment D Price Detail Sheet by sending an email request to Glendon Mitchell at gmitchell@slco.org. In the case of a discrepancy, the RFP version posted on BidSync shall prevail.

8.2. All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the bidder. All proposals become the property of the County. The County reserves the right to stop the selection process at any time if it is considered to be in the best interest of the County. The County also reserves the right to reject any or all proposals submitted.

8.3. All proposals submitted for evaluation must include, but are not limited to, the information contained in section 6. The RFP response shall be submitted in 76 single sided pages or 38 double sided pages or less (excluding the cover letter, cover page, sample reports and resumes) using standard 1" margins and 12 point Times New Roman or equivalent font. Each page should be numbered. Failure to follow the prescribed format may result in rejection of the proposal.

8.4. The proposal should be divided into four general sections:

8.4.1. **Equipment and Technical Proposal:** Clearly define the equipment being proposed for the Utah 2011 analyzers, VID and I/M testing, both hardware and software and data communication processes. A quality technical product is an imperative foundation. All equipment and technical requirements should be addressed in this section and as detailed in Section 6: SCOPE OF WORK AND TASKS TO BE COMPLETED

8.4.2. **Firm's Qualifications, Experience and Philosophy:** The Selected Contractor should have experience with similar projects and a vision similar to the County's and the Department's. Include in the proposal a brief description of your firm's background, focus, capabilities and the scope and nature of services routinely provided by your firm on projects of this nature. Identify the type of business (corporation, partnership, sole proprietor, etc.) and whether the business is capable of being licensed to do business in the State of Utah. Identify projects or positions that the firm has taken in the past that demonstrate harmony with the Health Department's environmental objectives and County Values. If your business is owned or controlled by another entity provide similar information for that entity. Identify the three projects that you believe are most similar to this RFP and provide a contact person for each. Please complete and submit Exhibit #4 References.

8.4.3. **Project team and Organizational Interface:** Provide an organizational chart showing the level of organizational responsibility of all major participants of your firm's proposed project team, the professional experience, qualifications, and educational background of the individual(s) assigned to this project and their experience working together and conducting similar work of comparable size and complexity. Provide information on their availability to interact with County personnel and their proposed interaction schedule. Provide a brief description of their scope of authority. Describe how this will ensure that the needs of the County will be addressed in a flexible and timely fashion. The Selected Contractor must be able to work flexibly and effectively with the County for maximum effectiveness. Include resumes of those principals, partners and other key project staff members who will be directly involved in the overall consulting effort. For each person listed in the chart, please provide the percentage of time the person is expected to work on the project. By listing the individuals in the proposal, the firm is making a commitment that, barring unforeseen circumstances, they are the personnel who will be assigned to the project.

8.4.3.1. Individuals that should be named in the proposal include

8.4.3.1.1. Startup program manager—at a minimum this individual should be in Salt Lake County between Feb 1, 2011 and June 1, 2011.

8.4.3.1.2. Individual responsible for VID development and transfer of data

8.4.3.1.3. Individual responsible for development of reports

8.4.3.1.4. Individual responsible for the design and development of the UTAH2011 analyzer.

8.4.3.1.5. Corporate officers

8.4.4 Price Proposal: Provide a comprehensive price proposal that addresses all of the elements of products, services, and management of the I/M testing program for the County.

9. TENTATIVE SCHEDULE FOR THE RFP PROCESS

<u>Activity</u>	<u>Date</u>	<u>Time</u>
RFP Issuance Date	5/27/10	
Questions due	6/4/10	5:00 PM
Pre-Proposal Conference	6/8/10	1:30 PM
<u>Post Proposal Conference Questions due</u>	<u>6/24/10</u>	<u>10:00 AM</u>
Proposal Due Date	<u>7/22/10</u>	1:00 PM
Committee Evaluation Meeting	<u>8/6/10</u>	
Oral Interviews/ <u>Demonstration</u>	<u>Week of August 23rd, 2010</u>	
Anticipated Notice of Award	<u>9/5/10</u>	

The County reserves the right to modify this schedule at the County's discretion.

10. PRE-PROPOSAL CONFERENCE CALL AND ACCOMODATIONS

10.1. A Pre-Proposal Conference will be held on June 8, 2010, at 1:30 p.m. at the Salt Lake County Division of Contracts and Procurement, 2001 S. State, #N4500, Salt Lake City, Utah. Participation may also be by conference call. The purpose for the conference is to discuss the work to be performed and to respond to questions submitted regarding the RFP. Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request with at least three working days notice. This document is available in alternate formats such as Braille, audio cassette, large print, etc. For assistance, please call V/468-2351; TDD/468-3600. For conference call details, please email your request to Glendon Mitchell at: gmitchell@slco.org

10.2. Please submit questions to www.bidsync.com by the due date and time posted.

10.3. A second question process has been opened through www.bidsync.com until the due date and time posted.

11. EVALUATION CRITERIA

11.1. Proposals will be evaluated and ranked by a selection committee. The proposal criteria will be weighted on a 100 point scale. The committee will evaluate and score within the criterion as outlined in this document. A comprehensive but concise response is requested that addresses all the scope of work. Attachment C is a copy of the score sheet each committee member will complete on each proposal received. The following criteria will be used to evaluate proposals.

WEIGHT

CRITERIA

25 pts	<p>Proposed Equipment The Contractor's demonstrated quality and utility of the equipment being proposed for the VID and I/M testing equipment (both hardware and software).</p>
25 pts	<p>Technical Proposal The technical proposal should address each of the technical items in the scope of work and the firm's approach to address them. Technical approach and experience are evaluated on the basis of technical qualification and demonstrated experience as indicated by the creativity of the response to the scope of work.</p>
10 pts	<p>Firm's and Individual's Qualifications and Relevant Experience The Contractor's demonstrated ability to perform the required services at specified levels described in the Scope of Work. The Contractor's background and related experience in conducting similar projects of comparable size and complexity and their experience in implementing decentralized I/M Programs.</p>
10 pts	<p>Project Team The proposal provides sufficient detail of organizational responsibility of all major participants of the firm's proposed project team, the professional experience, qualifications, and educational background of the people and their experience working together and conducting similar work of comparable size and complexity.</p>
30 pts	<p>Total Proposed Price The price to be charged by the Contractor for performance of the services required under this solicitation. The breakdown of all proposed prices shall be clear and concise and shall conform to the County's needs. (To facilitate price comparison, it is assumed that there will be 342 Utah98 analyzers that will have to be replaced with Utah 2011 analyzers. Further, that these will be divided equally among OBD only and OBD TSI units. This would amount to 171 of each. Actual numbers will vary.)</p>

NOTE: The County reserves the right to negotiate best offers prior to final award. The right is reserved to reject any or all requests for proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of the County. All proposals that meet, exceed or are comparable to minimum specifications will be accepted for consideration.

12. WRITTEN CONTRACT REQUIRED

- 12.1. The selected Contractor must be willing to enter into a written Contract with the County. A binding Contract between the County and the Contractor will be dependent upon the negotiation, preparation, and execution of a formal Contract. If your firm wishes to alter any of the conditions present in this RFP or the sample Contract, that issue must be specifically mentioned in the proposal with a reasonable alternative presented.

13. DEMONSTRATION / INTERVIEWS

Following the submittal and evaluation of proposals, the then highest scored proposals may be invited for an interview, if it is deemed to be in the best interest of the County. Salt Lake County reserves the right to modify evaluation scores following the demonstration / interviews. Proposers' costs associated with an interview are the sole responsibility of the Proposer.

14. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges the Proposer has read, understands, and agrees to be bound by and fulfill the requirements and terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the County's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- B. Employee Status Verification System: The Proposer shall register and participate in the Status Verification System before entering into a Contract with the County as required by Utah Code Section 63G-11-103(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. The Proposer is individually responsible for verifying the employment status of only new employees who work under the Proposer supervision or direction and not those who work for another Contractor or subcontractor, except each Contractor or subcontractor who works under or for another Contractor shall certify to the main Contractor by affidavit that the Contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Contractor or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Section 63G-11 – 103 (3). Proposer failure to so comply may result in

the immediate termination of its Contract with the County.

- C. Conflict of Interest: In the event any officer, employee, agent, representative or member of the County council or member of a board, committee, or commission is involved in the preparation and submission of a proposal, or in conduct of any of the work required by this RFP, such member must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, UTAH CODE ANN. § 67-16-1, *et seq.*, the County Officers and Employees Disclosure Act, UTAH CODE ANN. § 17-16a-1, *et seq.*, and SALT LAKE COUNTY CODE OF ORDINANCES §§ 3.16.110 and 3.20.070 (2001). The disclosure document is found at www.slco.org and must be included in your proposal with a conflict disclosed.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the Contract is entered into. Licenses must be maintained throughout the entire Contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.

- E. Public Domain: Proposers are advised that Utah law and County policy provide that, upon full execution of a Contract subsequent to an RFP, the contents of the awarded proposal accepted by the County shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), UTAH CODE ANN. § 63G-2-101 to 901(2009), *et seq.*, and County ordinances. In rare instances, trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if the Proposer submits a document with their proposal which clearly identifies a part(s) of their proposals that they claim to be proprietary information, trade secrets, individual or non-individual financial information that may be protected under GRAMA. **The document must contain a written justification for the requested claim or the request will not be considered in-part or whole.** Proposals in total will not be considered proprietary. All materials submitted by Proposers in response to the County's RFP will become the property of the County upon delivery and will be managed in accordance with GRAMA.
- F. Cover Letter: The proposal shall have a cover letter indicating the Proposer's willingness to enter into an agreement with the County. An officer of the company who has the authority to commit the firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation,

state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number. Please include one or two **e-mail addresses where you could be notified of an oral interview**. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent Contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.

- G. Inquiries: All inquiries relating to the specifications or proposal procedure should be submitted through www.bidsync.com. Bid Sync will e-mail the answer to Proposers that have expressed an interest in the RFP. **Do not contact the agency, division, Department, or other County officers or employees.**
- H. Costs: All costs associated with the preparation of the proposal, as well as any other related materials and delivery will be borne by the Proposer. All proposals become the property of the County. The County will not be responsible for said costs in any event, including but not limited to, termination of the project in whole or in part, rejection of a proposal as non-responsive, or rejection of a proposal as non-responsive.
- I. Changes or Modifications: Any changes or modification to the Request for Proposals will be accomplished in writing by addendum. Proposers submitting a proposal based on any information other than that contained in the County's RFP, or any addendum thereto, do so at their own risk.
- J. Receiving Proposals: Contracts and Procurement will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by Contracts and Procurement in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the County request, Contracts and Procurement, in coordination with the agency requesting the services may recommend an award of a Contract to the single Proposer if the conditions cited above are met. Alternatively, if time permits, Contracts and Procurement may re-solicit for the purpose of obtaining additional proposals. Proposers are advised that no services shall be provided until a written Contract is signed by all parties.
- K. Modifying or Withdrawing Proposals: Proposers may modify or withdraw their proposals at any time prior to the closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Contracts and Procurement. Proposers may withdraw their proposal if the County and Proposer cannot agree on Contract terms.

- L. Rejection of Proposals: The County reserves the right to reject any or all proposals and to accept any proposal, in total or in part, unless the Proposer clearly states in their proposal that acceptance must be on an “all or none” basis. County may waive any minor irregularity or technical error in the form of proposal or in compliance with the instructions to Proposer. County may stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the RFP will be rejected as non-responsive. Proposals claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.
- M. Protests: Persons who are aggrieved by the written RFP document or by the recommended to enter into a Contract with a specific vendor may protest to the Purchasing Agent. A protest in regard to the RFP document shall be submitted in writing prior to the proposal closing date. All other protests shall be submitted in writing within 5 (five) working days after the aggrieved person knows, or should have known, of the recommendation.
Protest letters should specifically and completely state the facts that the protestor believes constitute error in the specifications or the intent to award and the desired remedy. Further details are set forth in SALT LAKE COUNTY CODE OF ORDINANCES § 3.20.150.
- N. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposal void, and such conduct is unlawful and subject to criminal sanction. Proposers certify that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by the Salt Lake County Purchasing Ordinances or applicable law.
- O. Insurance: If awarded the Contract, Proposer will, at their sole cost and expense, secure and maintain during the term of the Contract, including all renewal or additional terms, minimum insurance coverage as stated in the sample agreement (Attachment E).
- P. Reasonable Accommodations: Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working days notice. Please contact gmitchell@slco.org. TTY users should call 711.
- Q. Political Campaign Contributions: County ordinances limit campaign contributions to County candidates by individuals or businesses contracting with the County. In order to avoid criminal penalties, please check the County’s website: www.slco.org for details of the County’s rules concerning political campaign contributions and contracting.

R. Infringement: A Proposer shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the Proposer.

S. Environmentally Responsible Procurement Practices: In compliance with Executive Order #2006-1, the County has implemented environmentally responsible procurement practices. Please refer to Attachment B.

T. Required Insurance Policies: The Contractor, at its own cost, shall secure and maintain during the term of the Agreement, the following minimum insurance coverage:

The Contractor shall assume responsibility to provide Worker's Compensation and employer's liability insurance coverage for its employees as required by the State of Utah. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide Worker's Compensation insurance as required by the laws of the state of Utah.

Commercial general liability insurance on an occurrence form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall protect the County, the Contractor and any subcontractor from any claims for damages for personal injury, including accidental death, and from claims for property damage that arise from Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent Contractors and completed operations.

Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

The Contractor agrees to meet the following requirements with respect to the insurance policies specified above:

The policies shall be issued by insurance companies licensed to do business in the State of Utah and currently rated A-or better by A.M. Best Company.

The Contractor shall furnish certificates of insurance showing its insurance coverage with the signed Agreement.

U. Indemnity: The Contractor will indemnify, defend and save harmless the County, its officers, agents and employees from all claims or damages or injuries sustained by persons or properties that occur as a result of the acts or omissions on the part of the Contractor, its agents or employees, in the performance of the agreement. This indemnification will include payment of all costs and reasonable attorney fees.

V. Termination: The County may terminate its Contract at any time it deems such termination to be in the public interest or for public convenience or necessity by giving written notice to the Contractor at least sixty days prior to the desired termination date.

W. Conflict of Interest: Any officer, employee, agent, representative or member of a council, board, committee, or commission of the County must disclose any interest or conflict they have in this proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. § 67-16-1, et seq.; the County Officers and Employees Disclosure Act, Utah Code Ann. § 17-16a-1, et seq., and all pertinent sections of all County Code of Ordinances. The disclosure document must be included in your proposal.

X. Reasonable Accommodations: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities may be provided upon receipt of a request within three working days notice. This document is available in alternate formats such as Braille, audio cassette, large print, etc. For assistance, please call V/468-2351; TDD/468-3600.

Y. Contributions by Contractors No person, business, corporation, or other entity that does business with the County shall make contributions to County candidates. For the purposes of this section, a person or entity shall be considered doing business with the County if it is engaged in any Contract with the County on the date of the contribution or has contracted with the County for a period of one year prior to the contribution. It shall also be a violation of this ordinance if a person or entity enters into any contractual relationship with a County within six months following a contribution.

DEC 17 2010

July 2, 2010



ADDENDUM #2

Project: **Request for Proposal**
Issued by Salt Lake County
RFP # HE10175 Vehicle Emission Inspection / Maintenance Program
Closing date: 7/22/10 at 1:00 PM

This addendum represents clarifications and additions to the Request for Proposals (RFP) and any of its respective parts. These changes are to be considered part of said documents as though they were included in the original documents. Any terms or conditions of said documents not modified by Addendum No. 2 shall remain unchanged. Addendum #1 and Addendum #2 constitute the entire solicitation.

Section 6.6.1 and 6.6.1.1 are changed to read:

6.6.1 The selected Contractor shall design and provide the UTAH2011 analyzers and software to be used by all I/M Program stations. On Board Diagnostics (OBD) only and OBD/ TSI test equipment shall be made available to I/M stations. A separate charge for an extended warranty/service agreement. will be specified for OBD only and OBD/ TSI equipment (as noted in attachment D). The proposal shall include the Contractor's proposed specifications for the test equipment and software. Equipment options such as bar code scanners, other accessories that could be purchased by the I/M stations, etc., shall be included in Exhibit 3. Security measures that the contractor is proposing for all analyzers should be included in the base cost of the unit. **Contractors at minimum shall offer security protection for Cabinet Tampering, Hard Drive Protection and a means to verify that the licensed inspector is performing the test - at a minimum this should include password protection and may include other methods as well. Contractor should explain the benefits.** Enhanced security measures which a station may wish to purchase or which the county may require of individual stations should be described as options and priced in Exhibit 3.

6.6.1.1. The selected Contractor will warrant unencumbered title to all equipment and other components of the system delivered under the resulting contract upon completion of the initial 3 year contract term. **If the Station is not current on its monthly and per test fees at the expiration of the initial three (3) year contract term, the title transfer will occur when payment of the Station's monthly and per test fees have been brought current.** Title transfer will be from Contractor to Station. The selected Contractor will also warrant that the County and the Station shall have a perpetual, non-exclusive license to use any proprietary software installed as part of the system.

Section 6.6.2.2. is changed to read:

6.6.2.2 Tail pipe equipment (OBD/TSI) is to be equal or better in accuracy, response time and reliability than the BAR 97 equipment requirement. References should include programs utilizing Contractors proposed equipment that meets or exceeds the BAR 97 requirements.

~~Delete: 6.6.2.2.1: One way to meet this requirement is to present the BAR97 Certification documentation.~~

~~Delete: 6.6.2.2.1.1: If that is not possible then present data and documentation as why the equipment would be capable of being BAR97 certified.~~

~~Delete: 6.6.2.6: The OBD /TSI equipment must contain all of the componets in the BAR97 specification.~~

Section 6.7.5 and 6.7.5.1 are changed to read:

6.7.5 The Contractor shall describe how they propose to transfer existing data from the current VID used by the County to the new VID without the loss of data. The data on the VID shall be the exclusive property of the County. At the end of the 3 year Contract period the VID itself (hardware and software) becomes the property of the County **if the Contract is not extended. If the contract is extended, the Contractor is asked in Attachment D, Price Proposal, to include pricing for Year 4 and Year 5 and Year 6 to maintain and provide on-going operation of the Data Base and VID. Upon expiration of the Contract, whenever that occurs, the VID (hardware and software) will become the exclusive property of the County at no cost to the County.** Should a subsequent Contractor be selected at that time, the Contractor shall work with the Department to facilitate the transfer of the VID.

6.7.5.1 **Only the VID hardware and software (including the redundant VID) become the property of the County at the end of the Contract.**

Section 8.3 remains unchanged. For informational purposes to Contractors, this RFP does not ask for reference letters but requires contact information for references to be submitted in Exhibit #4. If a Contractor submits letters of reference with the proposal, those will be included as part of the page count limitation.

Section 8.4.3.1.1 and 8.4.3.1.5 are changed to read:

8.4.3.1.1. **Startup / Operational program manager –at a minimum this individual(s) should be in Salt Lake County between Feb 1, 2011 and June 1, 2011.**

8.4.3.1.5 **All** Corporate officers

END OF ADDENDUM #2