

## REQUEST FOR PROPOSALS

RFP NUMBER: CSP900010  
INDEX NUMBER: EPA017H  
UNSPSC CATEGORY: 78180000

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Environmental Protection Agency, is requesting proposals for:

### Operation of a Vehicle Emissions Testing Program in the Cleveland/Akron Area

RFP ISSUED: January 6, 2009  
INQUIRY PERIOD BEGINS: January 6, 2009  
PRE-PROPOSAL CONFERENCE: January 22, 2009 at 1:00 P.M.  
INQUIRY PERIOD ENDS: February 11, 2009 at 8:00 A.M.  
PROPOSAL DUE DATE: February 25, 2009 by 1:00 P.M.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

This RFP consists of five (5) parts and nine (9) attachments, nine (9) appendices, totaling 104 consecutively numbered pages. Please verify that you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**PURPOSE.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (the Revised Code) and Section 123:5-1-08 of the Ohio Administrative Code (the Ohio Administrative Code). The Ohio Environmental Protection Agency, has asked the Department of Administrative Services (DAS), Office of Procurement Services to solicit competitive sealed proposals (Proposals) for the Operation of a Vehicle Emissions Testing Program in the Cleveland/Akron area, a seven-county area comprised of Cuyahoga, Summit, Lake, Medina, Portage, Lorain and Geauga Counties, and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the initial term of the Contract will be from the award date through June 30, 2011. Any expenses and/or obligations made by the Contractor from the period of the time of the award date to the receipt of a purchase order are the sole responsibility of the Contractor. As stated in Attachment Three, Part One (Certification of Funds), all necessary funds must be made available and encumbered by the appropriate state agency prior to the purchase order being released. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the agency. The cumulative time of all mutual renewals may not exceed two years. The State's decision to exercise renewal of the Contract is subject to the discretionary decision of the Ohio General Assembly to enact authorizing legislation and to appropriate funds for this Contract in each new biennium, and, as necessary, for the Governor to issue an executive order authorizing an extension of the program. The State may renew the Contract up to, but not to exceed twenty-four (24) months.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the State refusing to consider the Proposal of the Offeror.

**BACKGROUND.** The motor vehicle inspection and maintenance program, commonly called the "E-Check" program, has been in effect in various parts of Ohio since 1995. It was originally created pursuant to authority set forth in Section 3704.14 of the Ohio Revised Code. The program is part of a larger program to reduce ground level ozone pollution. The E-Check program focuses on the inspection of motor vehicles less than 10,001 pounds gross vehicle weight (GVW), including light-duty trucks, to insure that the vehicles are properly minimizing ozone-forming air emissions. Vehicles equipped with on-board diagnostic (OBD) systems are tested by examining whether the on-board computer has identified any defects. Older vehicles without OBD systems are tested by analyzing tailpipe emissions in the case of gas-powered vehicles and by examining the opacity of exhaust in the case of diesel vehicles. All vehicles also undergo an inspection to insure the vehicle has not been tampered with and that the gas cap seal is working properly.

A motor vehicle inspection and maintenance program is required under the federal Clean Air Act in any area of the state that has been designated as being in "moderate" nonattainment for ozone, Nonattainment means that levels of ozone in the ambient air do not meet federal standards.

The seven-county area covered by this RFP has been designated as "moderate" nonattainment for ozone by U.S. EPA. The seven-county area is comprised of two zones. Zone 1 includes Geauga, Lake, Lorain, Medina, Portage and Summit Counties. Zone 4 is comprised of Cuyahoga County. The Program covered by the RFP would cover Zones 1 and 4.

**ROLES OF STATE AGENCIES.** A person submitting a proposal in response to this RFP should understand that the Ohio EPA is ultimately responsible for assuring that motorists receive a quality inspection at a reasonable price. To this end, the Ohio EPA is responsible for:

1. Certification of hardware and software systems used in the inspection process;
2. Approval of the test lanes prior to start-up of testing;
3. Ensuring that Offeror testing systems meet quality control and quality assurance tests in actual service throughout the period of the Contract;
4. Oversight of the Offeror with respect to periodic test method update modifications;
5. Specifying data analysis objectives for the emissions performance;

6. The analysis of the motor vehicle inspection and maintenance program test data to insure program uniformity throughout the state.

The Department of Public Safety, Bureau of Motor Vehicles will also play a role. Section 4503.10 of the Ohio Revised Code states that an application for registration of a motor vehicle in an area subject to the motor vehicle inspection and maintenance program required under R.C. 3704.14 shall be refused by the registrar or deputy registrar if the owner or lessee of the vehicle does not have an inspection certificate for the vehicle as provided in R.C. 3704.14 and rules adopted thereunder.

The inspection requirement must be met at least once every two years for a motor vehicle inspection and maintenance program, as defined in this RFP, prior to initial registration and upon subsequent renewals.

OBJECTIVES. The purpose of this RFP is to solicit Proposals that fulfill the requirements, performance expectations, and deliverables as outlined in the scope of work (SOW). It shall be the successful Offeror's obligation to ensure that personnel involved with this Project are qualified to perform their portions of the Work.

OVERVIEW OF SCOPE OF WORK. The scope of work for the Project is provided in Attachment One: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the description of the Work, contained in Attachment One, Part One, the attachment will govern.

The Offeror shall propose a motor vehicle inspection and maintenance program ("Program"), that can achieve the requirements for an enhanced program as set forth in 40 CFR 51.351(f), except that the test frequency shall be biennial (every other year) rather than annual as per 40 CFR 51.351(f)(3). The Offeror shall be responsible for designing a centralized, hybrid, or decentralized test network, designing and constructing testing stations if necessary, selecting and subcontracting with private inspection facilities that meet specific qualifications if needed, operation of testing facilities if needed, and management of inspection procedures.

In a centralized or hybrid test network, the Offeror must be able to conduct emissions inspections on all gasoline- and diesel-powered vehicles in Zones 1 and 4, including automobiles and light-duty trucks, 10,000 pounds gross vehicle weight (GVW) or less (with some exceptions identified below). In a decentralized test network, the Offeror must be able to conduct emissions inspections on all gasoline- and diesel-powered vehicles equal to or less than 10,001 pounds Gross Vehicle Weight (GVW) that will have to be tested (with some exceptions set forth below). Gasoline- and diesel-powered vehicles with model year 1996 or newer from the current testing year, 8,500 pounds GVW or less, and registered in Zone 1 or 4 must be tested as part of the registration renewal process unless specifically exempted from the testing requirements. Gasoline- and diesel-powered vehicles with model year 2007 or newer from the current testing year weighing 8,501 pounds GVW through 10,000 pounds GVW, and registered in Zone 1 or 4 must be tested as part of the testing requirements. (The current four-model year exemption will remain). All even model year vehicles must be tested during the even-numbered years (e.g. a 1998 vehicle must be tested in 2008, 2010, etc.) All odd model year vehicles must be tested during the odd-numbered years (e.g. a 1999 vehicle must be tested in 2009, 2011, etc.)

The Offeror may also propose eliminating elements of the motor vehicle inspection and maintenance program, provided that the Offeror proposes an acceptable additional program alternative to reduce ozone emissions **in the same amount, less 50 tons per year**, attributable to the element that was eliminated. The alternative program must allow Ohio EPA to satisfy the requirement in 42 U.S.C. 7511a(b)(4) for a motor vehicle inspection program in a moderate nonattainment area, and to achieve ozone emissions (lost by, for example, eliminating the testing of older cars) sufficient to allow Ohio EPA to obtain U.S. EPA approval of its program to reduce ozone emissions. An example of an alternative program may be a program run by the Offeror for purchasing and retiring old vehicles.

Notwithstanding a proposal in which such additional alternative programs will be proposed, the program proposed by the Offeror shall meet the following requirements:

1. The Offeror shall be responsible for conducting emissions inspections in seven (7) Ohio Counties: Zone 1 (Geauga, Lake, Lorain, Medina, Portage, and Summit) and Zone 4 (Cuyahoga).
2. The Offeror shall provide a sufficient number of official inspection stations and operating hours to provide convenient service to motorists in obtaining a vehicle inspection. In centralized testing facilities, the Offeror shall hire the personnel, operate and maintain the facilities. In decentralized testing facilities, the Offeror shall train the personnel and ensure the facilities are properly maintained to provide a safe testing environment for customers.
3. Stations shall be located so that the motorists subject to inspection do not have to travel greater driving distances than those described in Section 1. Attachment One. Part One.
4. The Offeror shall have sufficient inspection capacity at such stations so that the average wait prior to commencement of an inspection does not exceed fifteen minutes based on a daily average at each station, if the vehicle is not being left for testing.

5. The Offeror shall guarantee a network of stations with sufficient number of sites and lanes and/or bays to process the biennial vehicle volume for the zone.
6. Vehicles that are new (never been titled) are exempted from the emission inspection for the first four model years in the motor vehicle inspection and maintenance program regardless of whether legal title to the vehicle is transferred during that four year period. For vehicles inspected older than four years, upon change of ownership, a motorist is required to have the vehicle inspected prior to registration in their name, unless the person has a valid inspection certificate transferred from the previous vehicle owner. Inspection certificates are unique to the vehicle, not the owner. Federal regulations also require that federal vehicles, certain unregistered vehicles (police), and out-of-state residents who request an inspection must be inspected. These vehicles must also be inspected by the Offeror under this Contract. Offerors may contact General Services Administration, Ohio Fleet Management Division, 4245 Colonel Glenn Highway, Beavercreek, Ohio 45431, (937) 225-2781 Attn: James Debusk, for federal fleet numbers in any county.
7. The Offeror shall be responsible for data entry and collection of all inspection information, presenting diagnostic information to the vehicle owner for repair, checking and transmitting data to the Bureau of Motor Vehicles in specified formats, keeping back-up files of all inspections which are available to the State and producing required reports for Ohio EPA as prescribed in this Contract.
8. Vehicles will be tested using the following methods and equipment:
  - a. A gas cap pressurization check and visual tampering check (catalyst, inlet restrictor and gas cap seal) will be required on all vehicles inspected.
  - b. If the vehicle, whether diesel- or gasoline-powered or all-wheel-drive, is a 1996 or newer model year and equipped with second generation on-board diagnostics systems (OBDII), as referenced in 40 C.F.R. 86.1806-01, the Contractor shall perform on-board-diagnostics testing on the vehicle in accordance with standards and procedures provided for in federal regulations. (See 40 C.F.R. 86.1806-01 and 40 C.F.R.51.350 et seq.)
  - c. In a centralized or hybrid test network, if the vehicle is a 1995 model or older or is not equipped with second generation on-board diagnostics systems (OBDII), as referenced in 40 C.F.R. 40.1806-01, the vehicles shall be tested as follows:
    - (1) Gasoline-powered, non-all-wheel-drive vehicles shall be tested using the ASM 2525 test, Appendix F, <http://www.epa.gov.otag/regs/im/asmfinal.pdf>
    - (2) Diesel vehicles will be tested using the opacity test method, as described in Section 5, Attachment One, Part One of this RFP.
    - (3) All-wheel-drive vehicles will be tested using the idle test.
  - d. Electrically-powered vehicles and those designed to operate using exclusively methanol, ethanol, compressed natural gas (CNG), hydrogen, or propane are exempt from the motor vehicle inspection and maintenance program requirements.
9. Vehicles will be pre-inspected for any hazardous conditions prior to the inspection process.
10. Vehicles with emissions failures will receive a free basic diagnostic report to aid in the repair of the vehicle.
11. A motorist whose vehicle fails an emissions inspection will be required to have an emissions reinspection. When State funds may not be used to pay for testing costs, the cost of testing and retesting will be paid by an individual or a business for any vehicle shall cover the cost of the test. Testing and other fees charged by the Contractor shall be submitted to and approved by the Director of Environmental Protection.
12. Pursuant to 40 CFR Part 51.357(a)(6), any vehicle failing initial tailpipe emissions and/or evaporative emissions inspection shall be retested for both inspection parameters. Evaporative system repairs can result in increases in tailpipe emissions. If the vehicle passed the tampering portion of the initial inspection, that portion need not be repeated.
13. Waivers. When a vehicle has failed at least one emissions test and the owner has made efforts to have the vehicle repaired, a waiver may be issued at an E-Check test facility. The motorist must bring all original emissions-related repair receipts, as well as the vehicle, to the station in order for a waiver to be issued. Repairs may be performed at any repair facility or by the vehicle owner. In a hybrid or decentralized test network, the test facility issuing the waiver cannot be the same facility in which repairs were performed. In the case of self-repairs, only receipts for parts will count toward a waiver. An owner may not submit receipts for his/her own labor.

Tampering-related repairs do not count towards either type of waiver. Waivers are not transferable to the new owner if the vehicle is sold.

Type 1- Applies to the Tailpipe Test Only:

CONDITIONAL PASS WAIVERS are issued after the initial tailpipe test. To qualify for this waiver, the vehicle must be a 1995 or older model year and must show:

- (a) at least 30 percent improvement from the initial emissions readings for which the vehicle failed without causing initially passed readings to exceed state standards; AND
- (b) eligible receipts for emissions- related repairs totaling at least \$200. Tampering-related repairs do not count towards this option. Receipts will only be accepted for repairs performed within sixty days of the initial inspection

The above waiver applies only to vehicles tested via the tailpipe test. Emissions-related repair receipts will be accepted for repairs done after the initial inspection and up to sixty days prior to the initial inspection.

Type 2 – Applies to both OBD II and Tailpipe Tests:

REPAIR CAP WAIVERS are issued to motorist when they have spent \$300 or more towards emissions-related repairs on a vehicle and still do not pass. In the case of the tailpipe test, this waiver does not require any improvements in the pollutant(s) for which the vehicle failed. As with the base waiver (conditional pass), tampering-related repairs do not count towards this option. Emissions-related repair receipts will be accepted for repairs done after the initial inspection and up to sixty days prior to the initial inspection.

14. Ohio EPA, or a third party environmental auditing firm, will monitor the Contractor lanes for compliance with state and federal laws, regulations and procedures. Ohio EPA and/or the third party environmental auditing firm will monitor Contractor test methods, hardware and software. Audits will include monitoring the inspectors employed by the Contractor. Monitoring will consist of overt and covert checks. Audits shall occur at least once per week for the first three months after testing begins at a station and then once a month after initial testing. There shall be at least one audit prior to the station opening for testing to the public. Ohio EPA will monitor the third party environmental auditing firm monitoring the Contractor.
15. The Ohio EPA may also conduct from time to time, customer satisfaction surveys in the lanes using Contractor and/or the Ohio EPA personnel. The Contractor will conduct an annual customer satisfaction survey of motorists to determine satisfaction with the overall testing process after the motorist has received an initial test.
16. Ohio EPA, in conjunction with the OBMV, has a registration based enforcement system that will deny original registrations (new plates issued to previously registered vehicles) and registration renewals to an applicant who has failed an emission inspection unless the motorist has obtained a waiver, extension or exemption. OBMV will notify motorists in 45 days in advance in affected counties that an emissions inspection is required. All motorists shall also receive a notice of the inspection requirement from the Offeror sixty (60) days prior to registration expiration date in the year they are required to test under a biennial program. Notices are to be sent in this method for the term of the contract.
17. The approximate number of vehicles that will be required to have initial inspections in each county during the first 12 months of the program is listed below:

Zone #1	627,848	Zone #4	490,036
Geauga	41,458	Cuyahoga	490,036
Lake	102,243		
Lorain	124,567		
Medina	75,368		
Portage	65,304		
Summit	218,809		

Source: Ohio BMV 2007 Detailed Statement of Motor Vehicle Registrations (In Units) – half of the vehicle population

The above estimates are for initial inspections only, and do not include vehicles requiring reinspection. Appendix A provides the above estimates and BMV vehicle registration summaries for 2007. The cost proposal shall cover all inspections and reinspections without exception. The State makes no guarantee, inferred or implied, with regard to vehicle test volume. Offerors should use their best judgment using the available vehicle data tape information when figuring it's per vehicle cost estimates for Contract award.

18. Based upon previous government fleet reporting years, the estimated number of government fleet vehicles that will be required to test in 2011.

Zone #1	
Geauga	322
Lake	1,159
Lorain	1,331
Medina	679
Portage	1,394
Summit	3,106
Zone #4	
Cuyahoga	8,479

The vehicle population data includes:

- a. Municipal vehicles
  - b. State vehicles currently registered by the state and domiciled in an affected I/M county
  - c. Federal vehicles are also subject to the inspection requirement.
19. The Offeror will be responsible for inspecting vehicles registered out-of-state. The number of inspection requests expected from out-of-state residents is unknown.
20. Each Offeror must determine on its own the estimated number of vehicles to be tested per year in support of its Proposal. The state of Ohio shall not be responsible for any difference between that estimated number of vehicles by the Offeror, any figures provided by representatives of the State, and/or the number ultimately tested. The Contractor shall not engage in the business of operating, or be connected directly or indirectly in any way to a deputy registrar service licensed by the state of Ohio Department of Public Safety, Bureau of Motor Vehicles.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, the State will make scheduled changes through the RFP addendum process. The State will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	January 6, 2009
Inquiry Period Begins:	January 6, 2009
Pre-Proposal Conference	January 22, 2009 at 1:00 p.m.
Inquiry Period Ends:	February 11, 2009 at 8:00 a.m.
Proposal Due Date:	February 25, 2009 by 1:00 p.m.
Testing to commence (no later than):	January 1, 2010

Estimated Dates

Contract Award Notification:	April 14, 2009 or later
Issuance of Purchase Order:	July, 2009 (or upon budget approval)

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due. Proposals received after 1:00 P.M. on the due date will not be evaluated.

PRE-PROPOSAL CONFERENCE. A pre-proposal conference will be held on Wednesday, January 22, 2009 at 1:00 PM to 4:00 PM in the Buckeye Room, of the Department of Administrative Services, 4200 Surface Road, Columbus, OH 43228. The purpose of this conference is to discuss the RFP and Project with prospective Offerors and to allow them to ask questions arising from their initial review of this RFP. We ask that each question be provided in writing at the meeting for transcription accuracy. Index cards will be provided at the conference to write the question(s). Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal. The State will answer questions as best as possible. We reserve the right to take questions under advisement and respond through the inquiry process. Offerors are responsible for any and all information exchanged at the conference or via the Internet inquiry process.

To facilitate access to this site, please provide the names, organization and telephone numbers of representatives that will attend the pre-proposal conference and send this information to: Janice L. Fitzpatrick, Ohio Department of Administrative Services, no later than 4:00 PM, January 14, 2009 by email to: [Janice.fitzpatrick@das.state.oh.us](mailto:Janice.fitzpatrick@das.state.oh.us) or fax 1-614-644-1785.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and nine (9) attachments and nine (9) appendices. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training, Licensure, and Certifications
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Cost Summary Form
Appendix A	2006 Tax Distribution Detailed Statement of Motor Vehicle Registrations
Appendix B	Ohio E-Check Counties
Appendix C	Current Station Locations
Appendix D	Book Value of Current E-Check Stations
Appendix E	Format for Epicenter Site Plan
Appendix F	Acceleration Simulation Mode Test Procedures
Appendix G	Vehicle Registration System Database
Appendix H	Ohio EPA Testing History
Appendix I	Vehicle Inspection Report

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent the State:

Janice Fitzpatrick, CPPB  
Ohio Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, Ohio 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
  - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
  - b. Name of the prospective Offeror.
  - c. Representative's business phone number.
  - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
  - a. A reference to the relevant part of this RFP.
  - b. The heading for the provision under question.
  - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 A.M. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, the State will use its discretion in deciding whether to provide answers as part of this RFP process.

The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

**PROTESTS.** Any potential or actual vendor who objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and number of the RFP being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by DAS;
  - e. A statement as to the form of relief requested from DAS; and
  - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of Ohio Department of EPA, if it is received by the DAS Bid Desk within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than 5 business days prior to the proposal due date.
  - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the State's decision regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS Bid Room after the time periods set in Section 2 above. In addition to the information listed in Section 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services  
State Procurement Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395

This protest language only pertains to this RFP offering.

**ADDENDA TO THE RFP.** If the State decides to revise this RFP before the Proposal due date, addenda will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, the State may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When the State issues an addendum to the RFP after Proposals have been submitted, the State will permit Offerors to withdraw their Proposals. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, the State may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever the State issues an addendum after the Proposal due date, the State will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time the State amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the State permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise stated in the State's notice, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the State at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP900010 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP900010 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages.

The Offeror must also submit, in the sealed package, a copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003, or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 P.M. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services  
State Procurement Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228-1395

The State will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. The State recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 P.M. on the due date. Offerors must also allow for potential delays due to increased security. The State will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits the State from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

All Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror. Additionally, all Proposals will be open to the public after the award of the Contract has been posted on the Office of Procurement Service's web-site.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, the State may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. The State may waive any defects in any Proposal or in the submission process followed by an Offeror. The State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. The State accepts multiple Proposals from a single Offeror, but the State requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

The State wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal. No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The State will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

## PART FOUR: EVALUATION OF PROPOSALS

DISCLOSURE OF PROPOSAL CONTENTS. The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. The State will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

REJECTION OF PROPOSALS. The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the State believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

EVALUATION OF PROPOSALS GENERALLY. The evaluation process may consist of up to four (4) distinct phases:

1. The procurement representative's initial review of all Proposals for defects;
2. The State's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

The State may decide whether phases three and four are necessary. The State has the right to eliminate or add phases three or four at any time in the evaluation process. The State also may add or remove sub-phases to phases 2 through 4 at any time if the State believes doing so will improve the evaluation process.

CLARIFICATIONS & CORRECTIONS. During the evaluation process, the State may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's proposal being disqualified.

REFERENCE CHECKS. The state may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in the State not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to its performance with other local, state, and federal entities. The State reserves the right to check references other than those provided in the Offeror's Proposal. The State may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

To maintain fairness in the evaluation process, all information sought by the State will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

INITIAL REVIEW. The procurement representative will review all Proposals for their format and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an Offeror to submit a correction.

If the Auditor of State does not certify a proposal due to lateness, the procurement representative will not open it or evaluate it for format or completeness.

The procurement representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair.

COMMITTEE REVIEW OF THE PROPOSALS. The evaluation committee will evaluate each Proposal that the procurement representative has determined is timely, complete, and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the State, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. Those Offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the State may ask an Offeror to correct, revise, or clarify any portion(s) of its Proposal.

The evaluation committee will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

PROPOSAL EVALUATION CRITERIA.

MANDATORY REQUIREMENTS. In the proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on the following criteria and the weight assigned to each criterion. If the Offeror meets the mandatory requirements in the Table 1, the Offeror's Proposal will be included in the next part of this evaluation phase in Table 2.

In the event of a case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State must notify the Offeror of the situation and give the Offeror an opportunity to cure the critical mandatory requirement.

If the Offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals including, if the State so chooses, proposals that ranked lower than the rejected Proposal.

TABLE 1 – MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	ACCEPT	REJECT
Offeror must submit documentation to verify the Offeror's Proposal meets federal requirements in Clean Air Act and regulations adopted thereunder for motor vehicle inspection and maintenance program. (Submit with Cover Letter in Tab 1)		
Offeror must submit documentation to verify the Offeror's Proposal allows state of Ohio to be credited with same amount of ozone emission reductions as are currently achieved under the existing program. Any proposal that is an alternative to the current program must demonstrate that the proposed alternative program will produce emission reductions of VOC and NOx equivalent to those of the current program. For purposes of evaluation "equivalent" emission reductions of VOC and NOx means equal or greater than the reductions under the current program, less 50 tons. (Submit with Cover Letter in Tab 1)		
Offeror must be able to implement the program as stated by the required start-up date of no later than January 1, 2010. (Submit with Cover Letter in Tab 1)		
The Offeror must prove a minimum of three (3) years experience performing the types of inspection services (tests) as described in the RFP. (Submit with Cover Letter in Tab 1)		

TECHNICAL REQUIREMENTS, EVALUATION AND SCORING

DOES NOT MEET 0 POINTS	WEAK 1 POINTS	MODERATE 2 POINTS	MEETS 3 POINTS	STRONG 4 POINTS	GREATLY EXCEEDS 5 POINTS
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The scale below (0-5) will be used to rate each proposal on the criteria listed in Table 2.

The Evaluation Committee will rank the Proposals by multiplying the score received in each category by its assigned weight and add all categories together for the Offeror's total technical score. Representative numerical values are defined as follows..

Does Not Meet (0) – Proposal does not comply substantially with requirements.

Weak (1) – Response was poor related to meeting the objectives.

Moderate (2) - Proposal meets most requirements, and any weaknesses or deviations from requirements are minor, acceptable and may be readily corrected or minimized in terms of material impact.

Meets (3) – Proposal generally meets the objectives (or expectations).

Strong (4) – Proposal exceeds objectives (or expectations) in ways that are beneficial to the State and meets objectives (or expectations) and contains at least one enhancing feature that provides some benefit to the State. Weaknesses are minor and are more than offset by the enhancing feature.

Greatly Exceeds (5) – Proposal significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

**TABLE 2 – TECHNICAL REQUIREMENTS, EVALUATION AND SCORING**

CRITERION	WEIGHT	RATING (0 -5)
1. Company Profile(Qualifications of Offerors) Number of employees Number of years in business Number of employees dedicated to this project Number of years providing a vehicle emissions testing program Evidence of minimum of three (3) previous projects of similar size, scope, and nature and provide details of similarities. Complete all areas of Attachments Five, B, C, and D.	4	
2. The Offeror must clearly explain how it will accomplish this Project (Work Plan) incorporating all of the deliverables, processes, and procedures it will utilize in the development and implementation, including a complete and clear plan how all of the requirements specific to this project will be implemented as required by the Scope of Work per the sections below:	see below	
a. Inspection System Network (RFP Section 1) – Network design, construction progress reports, hours of service.	7	
b. Station Specifications and Requirements (RFP Section 2) Site locations, station design, queuing areas, network expansion, repair hotline.	7	
c. Operating and Management Requirements – (RFP Section 3) Offeror's management plan, records maintenance, consumer complaint procedures.	6	
d. Public Education Program – (RFP Section 3) Offeror's proposed plan to educate motorists about inspection requirements.	8	
e. Equipment Requirements (RFP Section 4) Equipment requirements, quality assurance, and acceptance test procedures	8	
f. Inspection Procedures (RFP Section 5) Minimizing down-time, visual safety check, diesel opacity test.	5	
g. Data, Documentation and Reporting Requirements (RFP Section 7) Data storage, handling, reporting, and interfacing with BMV network system	12	
h. Computer Specifications (RFP Section 8) List of computer equipment to be used and computer standards	4	
3. Emission Reductions – The total program elements produce emission reductions of VOCs and NOx that are equivalent to, or more than the reductions of the current program:	Maximum 5 See below	
a. -50- <0 tons loss (1.0)		
b. 0-50 tons gain (2.5)		
c. 51-250 tons gain (3.5)		
d. >250 tons gain (5.0)		
4. The Offeror documents three (3) previous references for jobs similar to this Project and provides details of similarities. Offeror must complete all areas of Attachment Six.	4	

5. The Offeror submits a list of the key, qualified personnel, including a Project Manager that will be involved in the Work. The key staff must have experience with projects of a similar size, scope, and nature. The Offeror provides completed Attachments Seven A, B, and C for the Project Manager and all such key personnel and their responsibility to the Work. If fewer than three (3) references are provided, the Offeror must include information as to why fewer than three (3) references were provided.	4	
6. The Offeror must do the following: a. Demonstrate it has sufficient resources to meet the requirements and deadline of the Project. (i.e., technology and support mechanisms; financial stability and capacity; sufficient time commitment by its staff. b. Demonstrate it can quickly undertake and successfully complete the required tasks for this Project in time allowed. (e.g., it has an adequately skilled staff to develop quality deliverables in the allowable time frame).	6	

400 points are attainable by scoring 5 (“greatly exceeds”) points, multiplied by corresponding weight, for each of the items in the Technical Proposal section of Table 3.

PROPOSAL EVALUATION AND ORAL PRESENTATION. Once the technical merits of a Proposal are considered, the costs of that Proposal will be considered. It is within the State’s discretion to wait to factor in a Proposal’s cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. The State may reconsider the excessiveness of any Proposal’s cost at any time in the evaluation process.

COST POINT CALCULATION

The Offeror’s cost points are calculated using the following formula: Cost points = (lowest Offeror’s cost/Offeror’s cost) x C. The value of C will be 100 cost points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

TOTAL POINTS

The Offeror with the highest point total from all phases of the evaluation (Technical Merit Points + Cost Points) will be recommended for the next phase of the evaluation. If the committee finds that one or more Proposals should be given further consideration, the committee may select one or more of the highest scoring Proposals to move to the next phase. The committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

TABLE 3 – COMBINED SCORES

The values for technical and cost points will be calculated and applied to Table 3.

CRITERIA	POSSIBLE POINTS	ACTUAL SCORE
TECHNICAL REQUIREMENTS	400	
COST	100	
TOTAL	500	

SELECTION PROCESS. This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in the State’s interest, the State may evaluate Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria if the qualifications of the Offeror which include, as a component, the Offerors financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal does not make this an expressed requirement, the State may still insist that an Offeror submit reviewed or audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight the State assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If the State believes the Offeror's financial ability is not adequate, the State may reject the Proposal despite its other merits.

DETERMINATION OF RESPONSIBILITY. The State may review the highest-ranking Offeror or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. The State's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. The State will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information the State requests or determines to be relevant.

CLARIFICATIONS AND CORRECTIONS. During the evaluation process, the State may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the State believes doing so does not result in an unfair advantage for the Offeror and it is in the State's interests. Any clarification response that is broader in scope than what the State has requested may result in the Offeror's proposal being disqualified.

INTERVIEWS, DEMONSTRATIONS, AND PRESENTATIONS. The State may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the State an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the State. The State may record any presentations, demonstrations, and interviews.

The State normally will not rank interviews, demonstrations, and presentations. Rather, the State may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

CONTRACT NEGOTIATIONS. The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The State is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the State wants to negotiate, and to dispense with negotiations entirely. Negotiations will be scheduled at the convenience of the State. The selected Offeror(s) are expected to negotiate in good faith.

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the State may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the State may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the State will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

Following negotiations, the State may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final Proposals.

If best and final Proposals are required they may be submitted only once, unless the State makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the Offeror's previous Proposal will be considered the Offeror's best and final Proposal.

The State generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the State may negotiate with the next Offeror in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

FAILURE TO NEGOTIATE. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that Offeror and collect on the Offeror's bid bond, if a bid bond was required in order to respond to this RFP.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project is in its best interests and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to the State with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, the State will issue an award letter to the selected Contractor. The Contract will not be binding on the State until the State's duly authorized representative signs both copies and returns one (1) to the Contractor, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The State expects the Contractor to commence work upon receipt of a state issued purchase order. If the State awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, the State reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

SCOPE OF WORK. The Offeror will perform the Work as specified in the following:

Network Design. The Offeror shall provide a network of inspection stations for a biennial vehicle population suitable to permit the efficient and effective management and operation of the motor vehicle inspection and maintenance program. The Offeror shall describe in its Proposal how it plans to meet the requirements described in this section.

The Offeror shall propose specific criteria that each inspection station must meet in order to be considered a testing station. As part of the implementation plan, the State must be provided with a period of review prior to start up to confirm that all inspection stations meet the specified criteria. The State reserves the right to modify the criteria for approvable inspection stations in order to meet the needs of the individual motorist, including examining the number of complaints received about a facility by the Attorney General's Office and the Better Business Bureau.

Ohio EPA will retain the sole ability to license facilities for addition to the test network. New facilities that are proposed to be added to the test network to deal with customer service issues and population distribution changes must obtain final approval by Ohio EPA.

Alternative Program. If the Offeror proposes a program that does not offer all the inspection services described below, then the Offeror may disregard requirements that apply only to that component of the testing program eliminated (e.g., opacity and tailpipe testing). The Offeror proposing such an alternative program must propose an acceptable additional program component to reduce ozone precursor emissions in the same amount attributable to the element that was eliminated. The overall program offered as an alternative must allow Ohio EPA to satisfy the requirement in 42 U.S.C. 7511a(b)(4) for a motor vehicle inspection program in a moderate nonattainment area (i.e., remaining components of an alternative program must be sufficient to qualify as an acceptable motor vehicle inspection and maintenance program under 42 U.S.C. 7511a(b)(4)). The program component added to replace the component eliminated must reduce ozone precursor emissions in the same amount, less 50 tons, or greater than what was attributable to the element (for example, by eliminating the tailpipe or opacity testing of old cars). The alternative program shall, in the opinion of Ohio EPA, be sufficient to allow Ohio EPA to obtain U.S. EPA approval of its program to reduce ozone emissions and must begin at approximately the same time as testing. Examples of alternative program components include a program for purchasing or retiring old vehicles or performing a more rigorous anti-tampering test.

Ohio EPA has conducted mobile source modeling for various program options. Any proposal must provide a total annual emission reduction of NOx and VOC at least equal to the "baseline" emission reduction value. Additionally, in order to provide consistent modeling methodology, Ohio EPA will grant the following value of credits for the following options:

1. Baseline – Current program	7,296.75 tons/year
2. Current coverage of vehicles, idle test for pre-96 vehicles, plus gas cap	6,738.04 tons/year
3. OBD only in current counties	6,509.82 tons/year
4. OBD plus gas cap only in current counties	6,524.75 tons/year
5. OBD only plus gas cap on all vehicles less than 25 years old	6,622.79 tons/year
6. OBD only for 1996 and newer vehicles, gas cap only for pre-1996 vehicles going back 25 years	6,603.64 tons/year

Any proposer that identifies a different option for mobile source emission reductions, must use U.S. EPA MOBILE6 model, version 6.2.03, with the same vehicle miles traveled (VMT) and other assumptions included with the baseline modeling.

As an example, an Offeror deciding to propose an alternate program such as item 4, above, as its core program, would have to propose an additional component that would achieve emission reductions of 558.71 tons/year (i.e., 7,296.75 tons/year – 6,738.04 tons/year, or 558.71 tons/year).

General Design of Inspection Network.

1. The Offeror shall:
  - a. Operate a network of inspection locations
  - b. Provide a sufficient number of facilities and lanes or bays that will be adequate to conduct inspections on all the vehicles subject to the motor vehicle inspection and maintenance program; "Lanes" are, with regard to testing areas, areas in which a vehicle enters the testing area by "driving forward through an entrance and then exits the testing area by driving forward through a separate exit. "Bays" are testing areas where the vehicle enters and exits through the same opening by reversing direction.
  - c. Meet the requirements for the waiting times discussed in this division.
2. Network design should take into account the number and location of vehicle owners that have been exempt from emissions inspections by statute or regulation and the fact that the Ohio's vehicle registration program is administered on a birthday staggered basis, i.e. approximately one-three-hundred sixty-fifths (1/365) of the registrations are due for renewal in any single day. These initial inspections will not include motor vehicles four years old or newer as defined in Section 3704.14 of the Revised Code.

Under the motor vehicle inspection and maintenance program design, all gasoline- and diesel-fueled vehicles equal to or less than 10,001 pounds Gross Vehicle Weight (GVW) will have to be tested (with some exceptions set forth below). Gasoline- and diesel-powered vehicles with model year 1996 or newer from the current testing year, 8,500 pounds GVW or less, and registered in Zone 1 or 4 must be tested as part of the registration renewal process unless specifically exempted from the testing requirements. Gasoline- and diesel-powered vehicles with model year 2007 or newer from the current testing year weighing 8,501 pounds GVW through 10,000 pounds GVW, and registered in Zone 1 or 4 must be tested as a part of the testing requirements. (The current four-model year exemption will remain.) All even model year vehicles must be tested during the even-numbered years (e.g. a 1998 vehicle must be tested in 2008, 2010, etc.) All odd model year vehicles must be tested during the odd-numbered years (e.g. a 1999 vehicle must be tested in 2009, 2011, etc.).

3. All inspections and reinspections will be conducted by the Offeror in the motor vehicle inspection and maintenance program.
4. The network shall be designed and stations selected and/or constructed to accommodate the number of vehicles to be inspected through the term of the contract.
5. The test station locations shall provide the maximum convenience to the public. Inspection stations shall be located within five (5) miles (straight in distance) of eighty percent (80%) of the population and within ten (10) miles of one-hundred percent (100%) of the population in urbanized areas and within fifteen (15) miles of one hundred percent (100%) of the population in rural areas as defined by the United States Census Bureau. There shall be a minimum of two inspection station locations in each county of a zone. These sites shall totally conform to the station quality and site specifications in the Offeror's proposal and this RFP.

Zone 1 shall together have a minimum of 43 inspection lanes and/or bays in the network design.

Zone 4 shall have a minimum of 36 inspection lanes and/or bays in the network design.

The Offeror will identify by county, the minimum number of stations and lanes that will be operational before the testing program begins.

6. In a centralized test network, the state of Ohio requires, in rural counties, that the inspection sites be located in or near the largest municipality and/or the county seat. Appendix B to this RFP provides a listing of the largest municipality in each county subject to the inspection requirement.

In urban areas, each station in the network shall have a minimum of three lanes and/or bays. In rural areas, each station shall have a minimum of two lanes and/or bays. A one lane and/or bay inspection station, in rural areas, shall be acceptable if the lane and/or bay is configured to have two independently operating inspection systems (one for normal activity and one redundant backup). All inspection lanes and/or bays shall be suitably equipped for the inspection of automobiles, light-duty trucks and larger trucks and oversized vehicles less than 10,001 lbs. GVWR (i.e. step vans and dual axle pickups).

An Offeror may propose more stations with fewer lanes and/or bays in each station if the number of lanes and/or bays multiplied by the number of stations meets the requirements of this (B.5) section.

7. Vehicles arriving at any inspection station for the purpose of undergoing the inspection procedures shall not be subjected to excessive waiting times. Waiting time means that from when a vehicle arrives at the testing facility until the vehicle actually enters the inspection area (under roof) to begin the inspection procedures, unless the vehicle is being left for testing.
  - a. No customer shall have to wait longer than fifteen (15) minutes based on a daily average, including periods of peak volumes. The Offeror shall guarantee a maximum waiting time for each station not to exceed 15 minutes. The Offeror's specified waiting time shall be used for assessing penalties when the time limits are exceeded. The guaranteed maximum waiting time is for each station within the network.
  - b. Individual test station waiting time shall not exceed ten (10) minutes at any time when less than all test lanes and/or bays at the facility are in operation. Ohio EPA recognizes that queuing times may occasionally be excessive due to unpredictable arrival rates of motorists. If at any time there are more than an average of three (3) vehicles waiting in any queuing lanes and/or bays (calculated by counting the total number of vehicles in queue divided by the total number of lanes and/or bays in operation), not including the vehicle being tested, the facility manager shall immediately open an additional lane and/or bay for testing.
  - c. The Offeror shall be responsible for assuring that these wait and queuing times are not exceeded at any station in the network. The Offeror shall take the necessary prompt action to correct any problems affecting compliance with these requirements. Failure to maintain the waiting time limit or to take prompt corrective action will be considered violations of the Contract provisions, and shall be subject to appropriate action as determined by the state of Ohio.
  - d. The Offeror shall describe in detail how simple, unequivocal observations of wait times can be made to insure that provisions of the Contract are met. Offerors shall describe how compliance with the wait-time criteria shall be incorporated into test site operations. The Offeror shall describe how the test center will adapt to changing test volume, in terms of physical layout of facilities and in management of opening and closing lanes and/or bays.
8. The network design shall include provisions to ensure the system will operate accurately and reliably under all ambient and climatic conditions at all times at each location.
9. Inspection stations shall not be located within 300 feet of schools, churches, hospitals, or parks.
10. A centralized or hybrid test network should be designed and constructed so that any other qualified Contractor will be able to manage and operate the program efficiently and effectively, using the same centralized test facilities (if selected by Ohio EPA under a rebid or default situation). In its proposal the Offeror must agree, if it becomes the Contractor and owns the property used as test facilities, to convey the property and all on site equipment to the new Contractor, if Ohio EPA requests the conveyance, for the book value of the property at the termination of Contract. The Offeror shall provide a network design with technical justification in terms of motorist convenience, number of facilities, number of test lanes and/or bays, waiting time, maximum and average driving distance, and lane and/or bay throughput capacity. The Offeror shall submit site location maps indicating the projected station locations.  
The network and technical justification shall include, but not be limited to:
  - a. Number and location of test stations.
  - b. Number of lanes and/or bays per facility and per zone.
  - c. An explanation how the network accommodates outlying areas in the zone.
11. The contract governing the motor vehicle inspection and maintenance program that expires June 30, 2009, requires the current contractor to convey one or more of its buildings and land sites listed in Appendix C, and the equipment contained thereon (23 Test Stations or any portion of number of stations thereof) to the new Contractor for the book value of each building and land site and equipment listed in Appendix D, and as listed by address in Appendix C. In preparing their Proposals, and as an alternative to building or leasing new facilities, Offerors may consider purchasing these buildings and land sites and equipment at the listed costs from the prior Contractor. The agreement for land, buildings, and equipment only covers the sites listed in Appendix D, and does not include any adjoining parcels. The equipment requirement only pertains to on-site equipment, and does not include proprietary systems software.
12. The Contractor shall not engage in the business of operating, or be connected directly or indirectly in any way to a deputy registrar service licensed by the state of Ohio Department of Public Safety, Bureau of Motor Vehicles.
13. In a centralized test network, the Contractor shall not engage in the motor vehicle-related repair businesses, except that a Contractor may engage in vehicle testing and repair equipment fabrication and sales. In a hybrid or decentralized test network, the Offeror may subcontract with a private business that engages in motor-vehicle related repair business.

Holiday Schedule and Station Closure.

The Offeror may propose to have test stations closed on any or all of the following holidays:

NEW YEAR'S DAY  
MARTIN LUTHER KING DAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
CHRISTMAS DAY

No later than December 1 of each calendar year the Offeror shall provide a holiday schedule to Ohio EPA. The parties shall agree in advance to the holiday schedule. Changes to the above schedule may be made only with the prior approval of Ohio EPA.

The Contractor in its sole discretion may close any station or any lane in the event the Contractor determines that continued operation of such station or lane presents a health or safety hazard to the Contractor's employees or to the public. Ohio EPA must be notified within one hour of such closing.

Implementation Plan. An Offeror must submit an implementation plan and timetable for its motor vehicle inspection and maintenance program. This plan shall consist of the following:

1. Plan for locating, selecting and, if necessary, acquiring sites in the zone.
2. How the site inspections will be satisfied.
3. If necessary, a schedule for completing site acquisition that meets the requirements of the RFP.
4. Preliminary list of proposed station locations for the zones.
5. Timetables for construction, equipment procurement and installation, hiring and training of personnel, etc.
6. The start date of the inspection program for the zone. The start date for the Program must be no later than January 1, 2010.
7. A detailed public education program outlining how the public will be notified of any test changes.
8. If the current testing stations and data management are not being used, a formal transition period lasting a minimum of two months and not exceeding six months must be included in the proposal. The formal transition period plan must include information on staffing levels at current testing stations and a concise plan on how to deal with implementation issues that arise or are discovered during the transition period.
9. If necessary, a vehicle inspection database management development and testing procedure to ensure that all aspects of connecting with Ohio BMV's registration database have been taken into account and completed prior to the program start date. The plan must outline expected timelines and important markers, including a successful connection and operation 30 days prior to testing start date.

Operating Reliability Standards. The Contractor shall be required to operate the inspection stations in accordance with operating reliability standards set forth in this section. The Contractor is required to use reliable equipment, establish an effective equipment preventative maintenance program that includes spare parts provisioning and repair or replacement of defective or worn out equipment.

The Contractor shall operate each inspection station in compliance with the following reliability standards.

1. The Offeror shall perform regular and preventative maintenance scheduled either outside the normal hours of operation or during hours of low throughput. Maintenance during normal operating hours shall not interfere with providing the required level of service to the public.

2. Equipment failures, repairs, or replacement activities (except specially scheduled major repairs or replacements) shall not result in a station being shutdown for more than three hours for any single event or for more than a total of ten (10) hours in any month.
3. Equipment failures, repairs, or replacement activities (except specially scheduled major repairs or replacements) shall not result in test lane and/or bay down-time for more than 18 hours of operation for any single event or a total of more than 40 hours in any month. Each hour that each lane and/or bay is not functional constitutes one hour of lane and/or bay down-time.
4. In the event that station or lane and/or bay down-time exceed the standards specified, the Offeror shall be subject to requirements and penalties or corrective actions specified in the "Poor Service to the Public" section which follows. Down-time calculations are based on normally scheduled operating hours.
5. Offerors shall insure that inadequate public service due to staffing problems, lack of staff training or any other minor inadequacies are quickly remedied.

#### Poor Service To The Public

1. The public should not be unreasonably delayed in queues either on streets approaching the inspection facilities or on facility property. The Contractor and the State acknowledge the fact that vehicle arrival rates may at times exceed design test throughput capacity, thus resulting in queues, either on street or facility property, along with increased waiting times that are beyond control of the Contractor. In the event of excessive queue lines and waiting times are due to the Contractor's failure to test at design test throughput the EPA shall be entitled to penalties for the vehicles affected and may order modifications to facility operating practices or procedures.
  - a. If any facility experiences average queuing wait times in excess of fifteen (15) minutes per day a penalty of \$15.00 multiplied by the number of vehicles inspected in that facility on that day may be assessed against the Contractor. The amount of such penalty shall be forwarded to the EPA within thirty (30) days after written notice by the EPA that a penalty is due is received by the Contractor. The EPA may waive this penalty for extenuating circumstances.
  - b. If Ohio EPA determines that the waiting times at any inspection station are causing excessive motorist inconvenience, it may consult with the Contractor about changes designed to reduce waiting times. Determinations as to when excessive motorist inconvenience occurs will be based on an assessment of complaints from the public concerning wait times in excess of the 15 minutes limit and verified through monitoring by Ohio EPA.
  - c. If the Contractor's operations result in habitual excessive delay in queue, lane and/or bay down-time or in safety hazards to the public, the Contractor and the EPA shall consult and work together to eliminate such delays or hazards in a timely manner. Mitigating measures which may be considered shall include, but not be limited to any one or more of the following changes in the hours of operation, staffing modifications, redesign, repair or replacement of operating equipment, acquisition and maintenance of additional spare parts, improvements in the Contractor's program of preventative maintenance, and utilization of the public education program. If habitual excessive delays in queue can be alleviated by modifications to staffing the Contractor shall promptly take reasonable steps to staff each affected lane and/or bay so as to optimize the facility's performance throughout. If all reasonable mitigating steps have been taken and the delay or safety hazard has not been eliminated within 60 days of their implementation, Ohio EPA reserves the right to direct the Contractor to construct and operate additional test lanes and/or bays as required to reduce waiting time to a level acceptable to the State. The Contractor shall construct and commence testing operations at any such additional test lane and/or bay within 180 days of Ohio EPA's order.
  - d. If excessive waiting times result from (a) the Contractor's failure to meet the performance standards set forth in this RFP or the Contract, (b) excessive down-time or (c) the Contractor's inability to test vehicle at the rate specified in its proposal, the Contractor shall bear the cost of any corrective measure taken, whether or not ordered by Ohio EPA.
  - e. If the Contractor fails to initiate the necessary corrective actions, the Contractor may be subjected to liquidated damages as set forth in this Contract and if deficiencies continue the State reserves the right to terminate the Contract.
2. In the interest of serving the public adequately and insuring that the emission reduction goals of the inspection/maintenance program are met, the provisions below have been developed. Penalties may be levied if violations of the Contract are discovered. Penalties will escalate for repeated violations. The Offeror must include a series of actions/reasons leading up to the removal of a testing station from an approved list. Termination of inspector employment and/or prosecution of the employee may be required in instances of gross neglect. For the purposes of subparagraphs 2 (a, b, d, e, and g) below, the number of offenses shall be determined over the previous twelve consecutive month period, beginning from the date of an offense, throughout the Contract term. For the purposes of subparagraph 2 (h), the number of offenses shall be determined over the previous twenty-four consecutive month period,

beginning from the date of an offense, throughout the Contract term. Subparagraphs 2 (c and f) shall be enforced throughout the term of the Contract and any renewal thereof.

- a. Failing to maintain properly calibrated equipment in the test facilities can result in inaccurate inspection results that would affect the ability of Ohio EPA to meet its stated emission reduction goals. A penalty of \$100.00 will be levied on the Contractor for the first offense. The second offense will result in a penalty of \$500.00 and a third offense will be considered a breach of contract.
- b. A failure to provide adequate staffing at the inspection facilities lessens the effectiveness of the inspection program.. Inadequate staff can also lead to problems such as improper inspections, decreased throughput and inability to address motorists' questions and concerns. A penalty of \$100.00 will be levied on the Contractor for the first offense. The second offense will result in a penalty of \$500.00 and a third offense will be considered a breach of contract.
- c. Tampering with data can result in problems ranging from fraud to inaccurately assessing the effectiveness of the program. A penalty ranging between \$5,000.00 and \$10,000.00, depending on the severity of the data tampering will be levied on the Contractor for the first offense. The second offense will be considered a breach of contract.
- d. Unsafe conditions noted at a facility that are due to poor maintenance endanger the health of motorists and employees and affect the efficiency of the inspection process. The first offense, if the infraction is minor will consist of a warning to the Contractor. Subsequent offenses will result in a penalty ranging between \$1,000.00 to \$2,000.00.
- e. Failure to post official inspection station signs and maintain adequate supplies of documents, which provide essential information to the public, can hamper the public's ability to correctly and safely comply with the inspection requirements once they arrive at the facility. Failure to post or provide documentation to motorists can also prevent them from obtaining essential information with regard to appeal rights, required repairs, warranties and reinspection instructions. The first offense, if the infraction is minor, will consist of a warning to the Contractor. A second offense will result in a penalty of \$100.00. Subsequent offenses will result in a penalty ranging between \$500.00 to \$1,000.00.
- f. Any attempt to solicit a bribe in order to pass a vehicle that is in a failed condition or collect an inspection fee from the motorist who is over and above the set inspection fee shall be considered a serious offense. The penalty for such an infraction will be termination of the employee. In addition, the Contractor shall be responsible for informing the county prosecutor and/or city attorney of such act, and shall assist and fully cooperate in any prosecution efforts.
- g. Any part of the inspection process that is performed incorrectly or haphazardly by the Contractor, due to inspector incompetence, can seriously hamper the effectiveness of the inspection. The first offense by the inspector shall result in retraining, which shall be provided by the Contractor. A second or subsequent by the inspector will result in disciplinary action up to termination of employment; in severe circumstances, Ohio EPA shall review and approve/disapprove the Contractor's recommendation for appropriate discipline.
- h. The inspector is responsible for providing information to owners of failed vehicles that informs them of repair requirements, appeal rights and warranty provisions. If the station has adequate supplies of the above mentioned documents and the inspector consistently fails to provide this information to motorists, penalties shall be assessed. The penalty for the first offense shall be a warning issued to the employee. A second offense by the inspector shall result in retraining which shall be provided by the Contractor. Any subsequent offenses by the inspector shall result in a six month suspension of the inspector or termination of employment.

Failure to Meet Program Start-Up Date. In the event any inspection lane scheduled to be available by this Contract is not fully operational due to circumstances that are within the control of the Contractor, Ohio EPA is entitled to liquidated damages of five hundred dollars (\$500.00) per day per lane and/or bay for the first thirty (30) days and one thousand five hundred dollars (\$1,500.00) per day per lane and/or bay commencing at day thirty-one (31).

Quality Control Measures. The Contractor will be required to submit design and implementation data during various stages of the Contract.

The Contractor shall submit monthly data to provide Ohio EPA with the management reports specified herein and in Section 6.D. Management reports will permit monitoring of the testing network and the benefits resulting from the program. The Contractor shall provide monthly reports to Ohio EPA including but not limited to reports on: waivers; number of inspections; number and type of passes/failures by vehicle year, make and model; reason for failure by year, make and model; number of consumer hotline requests received and handled; fleet vehicles inspected; lane and/or bay and equipment downtime; loss of test data; any problems encountered during the month, including identification of the site where the problem occurred; average wait times; equipment maintenance and calibration information and any changes made in basic operational procedures.

The Contractor shall daily account for all monies collected at each station for all vehicles not eligible to receive a free (i.e. State-funded) test. The Contractor shall propose an accounting system to be used. The Contractor shall provide monthly revenue reports to Ohio EPA on the number of tests at each station for which the Contractor was able, and did, charge.

Ohio EPA retains the right to audit the Contractor's records and record-keeping procedures to ascertain the number of tests performed by the Contractor. Ohio EPA will provide the Contractor reasonable time (not to exceed 30 days) to respond to inquiries regarding record-keeping discrepancies.

Equipment Design Data. The Offeror shall maintain updated equipment design documentation. Documentation shall include, but not be limited to:

1. Specifications for materials, parts and equipment lists;
2. Catalog data sheets;
3. Performance curves;
4. Diagrams and similar descriptive materials;
5. Master block diagrams of the complete system containing sufficient information to serve as assembly drawings for the system;
6. Equipment layout for stations, showing the precise location of each major item of equipment and required utilities for each. Electrical services shall be indicated by voltage, phase and current load, air pressure and maximum volume flow, and water drainage locations.
7. Installation drawings and procedures. All details shall be final and shall cover all phases of installation such as pit requirements, air supply, electrical requirements, water supply and disposal, and complete installation procedures.

Centralized and Hybrid Test Network Quality Assurance During Construction.

1. Inspection during any construction conducted in order to fill the requirements of the RFP. The Contractor shall establish and maintain a system of in-process inspections during any new construction of the inspection network to ensure the quality and serviceability of all system components and subsystems.
2. A record of all in-process inspections performed by the Contractor shall be maintained by the Contractor and shall be available to Ohio EPA at any time during Contract performance.
3. Ohio EPA shall have access to and may inspect construction and installation work performed, and may compare the work with the drawings and specifications.
4. The Contractor shall furnish to Ohio EPA personnel for their use all reasonable facilities and equipment for their safety while inspecting the work.
5. Neither the inspection nor lack of inspection of any portion of the work, nor the presence of an Ohio EPA representative during performance of any of the work, shall waive any of the requirements of the Contract or relieve the Contractor of any obligations thereunder or render the State in any way responsible or liable for the quality of the work.
6. Any work, materials, or equipment not conforming to the specifications and drawings may be rejected by Ohio EPA and shall be corrected by the Contractor. Any deviation from the original specifications and drawings must be approved by Ohio EPA. Such deviation must provide for the same or greater level of service or performance.

Progress Reports. The Contractor shall submit detailed monthly progress reports during the design, implementation, and, as necessary, construction phases of the Contract to facilitate the State's review of Contract status. These progress reports shall outline the Contractor's activities for the previous month, status of each station under construction, any actual or anticipated delays, problems or differences of interpretation, and the resolution of any past problems.

U.S. EPA Technical Specifications. In the event there is a substantial change in U.S. EPA technical specifications that may require the Contractor to add or reduce resources and related costs, the Contract provides negotiation provisions to assure continued compliance with the federal requirements while continuing the inspection program in the zone at the Contract price. Ohio EPA will make the final determination on whether U.S. EPA has made substantial changes in the specifications.

## SECTION 2 – STATION SPECIFICATIONS AND REQUIREMENTS

General Requirements. The Contractor shall operate and/or manage test station sites of sufficient number, size and location so as to meet the requirements set forth in this RFP. Each site must be approved and acceptable to Ohio EPA. In a centralized or hybrid test network, the Contractor shall either own, or enter into lease(s) with subcontractor(s) for, real property, including land, buildings, and other structures, necessary for the operation of the program as required in this RFP. It is the preference of the state of Ohio that the Contractor lease with as few real property lessors as possible.

Actual Site Locations. Specific station site locations must be stated in the Offeror's proposal. For the purpose of network evaluation Offerors shall provide on electronic medium, latitude and longitude (in degrees, minutes, and seconds to the tenth of the second for each primary site location). (See Appendix E for format.) The State may reject sites it considers inappropriate for the program. Offerors shall provide one alternative location for each selected site.

If the Contractor shall acquire the inspection sites in accordance with the proposed station network design outlined in this RFP, if necessary. The actual sites shall be located within three (3) miles of the proposed locations. In the event that the station location falls outside the three-mile radius, Ohio EPA approval of such a location shall be required. Written approval of a site must be received from Ohio EPA before actual site work begins. Each Contractor, in its selection of sites, shall consider the following factors:

1. The impact of traffic and land use on adjoining property and the surrounding neighborhood
2. The plans to address any site problem areas
3. The compatibility of the planned use with local zoning and land use requirements
4. Measures required providing sufficient queuing space, safe and convenient means of entrance to and exiting from the property without unduly affecting traffic flow
5. Sites shall be reasonably level and shall be of sufficient size to accommodate the inspection station. One site shall be of sufficient size to accommodate the Contractor operations headquarters as well as an inspection station. The headquarters need not be physically connected to an inspection station, but must be located on the property of one of the inspector stations. The Contractor shall locate their headquarters in central or northern Summit County.
6. The number and types of vehicle to be inspected.

If leasing facilities, if the cost of the lease agreements is more than the amount on which the Proposal is based, this cost shall be borne by the Contractor.

In a hybrid or decentralized program, the owner(s) of the licensed private testing facilities would serve as subcontractor(s) to the Offeror. Private testing facility licenses will be valid for a period of three years. Individual technicians that are certified to perform the test must renew their certificates every two years. Failure to renew a certificate of license prior to the expiration of the existing license will result in the immediate suspension of testing capabilities of the testing facility for a minimum of thirty (30) days.

The Offeror shall have a detailed process designed to deal with testing facility license suspension and/or revocation. The Offeror shall include an appeal process as part of the testing facility license suspension and/or revocation documentation. The suspension and/or revocation process shall be subject to review and approval by Ohio EPA.

Architectural Design and Construction. The Contractor shall be required to design and operate a network of vehicle emission inspection stations meeting the requirements set forth in this RFP.

1. In general, stations shall be of a uniform design readily identifiable to the public. Construction, where required, shall conform to local zoning laws, ordinances, and building codes or the current uniform building code, whichever is more demanding in its requirements.
2. Lane and/or bay entrance and exits shall be designed to accommodate vehicles up to 14 feet in height. All inspection lanes and/or bays shall provide for drive-through entrances and exits which minimize conflict with other vehicles present for inspection or other business.
3. All inspection bays shall contain a flat, smooth, hard surface floor. All floors shall be sealed and have an anti-slip compound applied. Floor areas shall be free of obstructions not related to the inspection procedures.
4. Site lanes shall provide a vehicular travel surface sufficient to accommodate vehicles up to and including 10,000 pounds GVWR.
5. The Contractor shall select a site near an inspection facility that will serve as the Contractor's Ohio headquarters and maintenance facility and shall provide a minimum of 850 square feet of usable office space for up to five (5) Ohio EPA audit personnel. A second office space with a minimum of 850 square feet of usable office space for up to five (5) Ohio EPA audit personnel shall be made available in Cuyahoga County (Zone 4). The space for Ohio EPA personnel shall have a public reception area with a greeting window or counter to provide security for the office staff. The public reception area may be included as part of the testing facility lobby. The Contractor shall locate their headquarters in central or northern Summit County. The Contractor shall provide usual and customary office furniture and fixtures, including telephone and computer data lines, for Ohio EPA audit personnel. The Contractor shall provide Ohio EPA audit staff at least one personal computer and allow the same data access as provided for Ohio EPA central office staff. The design of the headquarters shall not interfere with inspections, or vehicle queuing, or parking.

The Contractor shall also provide for an off-inspection-site enclosed housing for up to six Ohio EPA undercover vehicles. The housing should provide for some type of heating, such as overhead space heaters, whereas minor vehicle maintenance activities will take place at that location.

6. Each Offeror shall provide a listing and description of the building sites that it has selected for inclusion in the network design and a preliminary scaled site plan of a typical site with building queuing, parking, landscaping, interior core areas, etc.

Station Interior Core Area. The station design shall include adequate provisions for security of facilities, equipment, funds and records. Some of these areas may be combined where feasible and reasonable (e.g., no restrooms in the utility closets.). All facilities shall be handicapped accessible. The core area shall be air conditioned and consist of the following:

1. A customer service area sufficient in size to accommodate the required functions and personnel;
2. Separate men's and women's restrooms for employee and customer use. Restroom facilities may be shared by the public and by Contractor employees. Comfort stations must be kept clean and sanitary at all times;
3. A temperature controlled calibration and span gas bottle storage room, if necessary;
4. Storage for operating and maintenance supplies and materials, including sufficient spare parts and back-up equipment.
5. High-speed Internet line for data transfer.

Centralized Minimum Station Lane and/or Bay Configurations.

1. In urban areas, each station shall have a minimum of three lanes and/or bays.
2. All lanes shall use a three-position configuration for motor vehicle testing. However, Ohio EPA will consider and evaluate a less than three-position configuration if the lane design can be shown to meet through-put and wait-time criteria.
3. In rural areas, each station shall have a minimum of two lanes and/or bays. In rural areas only, a single inspection station shall be acceptable if the lane and/or bay are configured to have two independently operating inspection systems, one for normal inspection activity and one redundant backup system in the event of lane and/or bay downtime.
4. All lanes and/or bays shall have the capability for the inspection of passenger cars and light trucks, as well as larger trucks and oversized vehicles (i.e. step vans and dual axle pickups) and dedicated four-wheel drive vehicles. Non-OBDI full-time- four- wheel drive vehicles shall utilize a 2500 rpm/idle inspection procedure.
5. Lanes and/or bays shall be capable of inspecting non-OBDI diesel vehicles using an opacity inspection. The Contractor's proposal shall provide for a plan for opacity inspection of light-duty diesel vehicles.
6. An Offeror may propose more stations with less lanes and/or bays in each station, if the number of lanes and/or bays multiplied by the number of stations meets the requirements of this section.

Customer Safety.

1. Stations shall be designed so that all Contractor inspection operations and procedures, including exit of the driver from the vehicle and reentry, are performed under roof in the enclosed building, and that all vehicle owners and passengers required to leave their cars during the inspection process are not exposed to the weather nor to any unsafe condition, from the time they exit the vehicle until they reenter it upon completion of the inspection procedures. Unsafe conditions include, but are not limited to, conditions related to the presence of motor vehicles, vehicle emissions, or any other hazards or obstacles. Neither vehicle drivers nor passengers shall be permitted to remain in their vehicles during the inspection procedure. Adequate facilities shall be provided at each location for accommodating handicapped persons, including operators and passengers.
2. The station design shall incorporate provisions for the protection of customers, employees, all other personnel, equipment, structures and property. These provisions may include construction of bollards of sufficient strength and in sufficient quantity at the entrances to all inspection bays and in other appropriate areas. Entrances and exits to and from test lanes and/or bays shall clearly be marked with simple, easy-to-see signs.

Customer Waiting Areas. Stations shall provide a safe, convenient and comfortable waiting area for vehicle operators and passengers whose vehicles are undergoing inspection. A waiting area must be convenient to each inspection lane and/or bay, with direct access from a vehicle when it enters the inspection area, and to the vehicle when the inspection is completed. Access to and from the waiting areas shall provide maximum protection from injury and shall not require vehicle operators nor passengers to cross any inspection lane, inspection lane entrance or queuing lane other than the lane in which their vehicle is being inspected. Each waiting area must be large enough to accommodate the number of persons that could reasonably be expected to occupy the vehicles in the inspection areas. The waiting areas must provide the motorist a viewing area to observe the testing process. A closed circuit television showing the testing process is a suitable viewing area. The waiting areas must be reasonably protected from the inspection operations. Seating should be available for those individuals which may require it. An Offeror shall provide with its Proposal a plan as to how it proposes to accommodate drivers and passengers in waiting areas.

Queuing Areas.

1. Each inspection lane and/or bay shall have adequate queuing space for vehicles- waiting to enter the inspection area. All queuing space shall be on station property and shall not overflow onto an adjacent street or conflict with station parking areas.
2. For centralized testing stations, each inspection lane shall have dedicated vehicle queuing space measuring at least 150 feet long and 12 feet wide, not including entrances and single lane driveways. Queuing minimum shall be 150 consecutive feet, with no averaging or compounding measurements.
3. The location on each site of vehicle queuing shall not permit vehicle to enter the queuing lanes directly from adjacent roads, streets or highways. Queuing space should be oriented away from the street entrance.

Zoning and Environmental Impacts.

1. The Contractor shall be responsible for satisfying all Federal, State, and Local, governmental regulations. These may include securing building permits to initiate work at each site, bearing the costs of all required permits and impact studies, as well as costs associated with the development of the sites, including, but not limited to, the cost of gaining access to state and local highways.
2. It is the Contractor's responsibility to select sites that comprise the inspection network. The suitability of each site for its intended purpose and its compatibility with the Contractor's site plan and construction design, are also the responsibility of the Contractor. Ohio EPA and the state of Ohio make no representations with regard to the conditions at any of the sites selected by the Contractor. All risk with respect to differing site conditions is assumed by the Contractor.
3. Stations shall comply with all state and local building, health (Occupational Safety and Health Act), safety codes and standards.

Parking. Parking spaces shall be provided for Contractor employees, plus at least one parking space per lane for customers. Parking areas must be properly plowed and maintained during the winter. Parking space(s) for physically challenged persons also shall be provided. The Contractor shall provide for the removal of disabled vehicles from the testing lane and/or bay by providing space/storage for such vehicles until they can be removed from the site.

Snow Removal. The Contractor shall ensure that snow removal occurs at all inspection facilities when accumulation exceeds one and one-half inches on driving surfaces. Pedestrian walkways in and around test centers shall be kept clear of snow and ice at all times.

Paving and Marking. All surfaces upon which vehicles will move must be properly paved and maintained. Lane and/or bay and directional markings shall be properly painted and maintained. All markings shall be consistent with those used on public ways. All surfaces, including pedestrian walkways, shall be kept clean at all times that the center is open for business.

Signs. Each inspection station shall have a permanent sign(s) identifying it as an inspection station. The sign(s) shall be of sufficient size to be read from the nearest adjacent highway, road or street. Each station shall have signs identifying lane and/or bay entrances and exits, visitor parking and vehicle owner instructions for inspection. Station sign design must be approved by Ohio EPA prior to construction. Each centralized test station shall have at least one permanent, illuminated inspection station sign, separate from the main station. The Contractor shall submit with its Proposal an artistic rendering of the illuminated station sign. Each station shall display a sign, readily visible to persons whose vehicles are being tested, with the following language:

"This automobile inspection is the result of a mandate by the United States Environmental Protection Agency in compliance with the Clean Air Act Amendments enacted by the United States Congress. Any questions or comments you may have about this program may be directed to your United States Senator in care of The United States Senate, The Capitol, Washington, D.C. 20510 or to your United States representative in care of The United States House of Representatives, The Capitol, Washington, D.C. 20515."

The Contractor is responsible for purchase, fabrication, and placement of all street signs necessary to direct the motorist to the test stations. The Contractor shall place signs on all major thoroughfares and intersections within a two mile radius of each test station. All street sign designs must be approved by Ohio EPA prior to fabrication and placement.

Station Temperature Control and Ventilation. All station inspection lane areas shall be adequately heated and ventilated to provide for employee, patron and visitor comfort and safety, and to ensure proper equipment operation. Office areas shall be heated and air conditioned. Energy saving techniques and equipment shall be used to the extent feasible.

The station shall provide adequate ventilation to the vehicle inspection lane and other areas so that carbon monoxide exposure to the public and employees does not exceed 35 ppm on an 8-hour time weighted average for any one day of operation. The maximum concentration CO level may not exceed 200 ppm at any time. One carbon monoxide monitor per station shall be required, the detectors for which shall be placed adjacent to the emissions test position of the center lane(s), five to six feet above the floor. Exhaust fans shall be provided in each station and shall operate when environmental, weather, or other conditions necessitate their use.

An Offeror shall explain in its proposal how they will ensure that the building, testing areas and waiting areas are fully ventilated and safe for employees and customers.

Smoking by employees or motorists shall be prohibited in the testing and waiting area.

Station Lighting. All inspection stations, including all office areas, inspection lanes, and waiting areas, shall be adequately lighted. Lighting systems shall be designed for high energy efficiency while maintaining IES recommended lighting levels. Sites shall provide for adequate lighting of entrances, exits, queuing and parking areas during non-daylight business hours. Parking and queuing areas shall be illuminated to 5 foot candles of light during evening operation hours or when weather conditions necessitate lighting. Energy saving techniques and equipment shall be utilized to the extent feasible. Area lighting shall not shine directly on neighboring premises.

Repair Diagnostics. The Contractor shall provide engine repair diagnostics for vehicles that fail inspections. Owners whose vehicles fail must be given some diagnostic information to aid in seeking repairs. The Contractor shall provide samples of such diagnostic materials. The Contractor shall develop and provide a method to supply this information through printouts, bar-codes or any other means and in a usable form to the repair industry.

The Contractor's employees are prohibited from giving motorist specific diagnostic advise, (such as "This is what's wrong with your car, you need to replace this or that.") Employees may not direct customers to any particular business establishment for repair. This paragraph does not apply if the Offeror proposes an alternate program proposal that allows repairs to be performed by the Offeror.

Station Design Submission and State Approval. In its Proposal, the Offeror shall submit to Ohio DAS for its review and approval a detailed design of each centralized station. If necessary, final construction documents shall be prepared, signed and sealed by a registered architect and/or professional engineer licensed to practice in the state of Ohio. The Offeror's design must conform to its Proposal and be satisfactory to the state of Ohio. The Offeror shall amend specifications or revise any designs not meeting state of Ohio requirements, or not conforming to the Offeror's Proposal.

Design drawings shall include the following:

1. The configuration of a site, orientation of the building, its layout and schematics, parking and queue area, etc.;
2. Station layout showing test lanes and/or bays, office space, waiting areas, rest rooms, storage, etc.;
3. A test lane and/or bay, detailing the general dimensions, equipment layout for emissions inspection, electrical and plumbing services, etc.

System Acceptance. The Offeror shall provide in its Proposal a detailed outline of Acceptance Test Procedures (ATPs) with regard to the data handling system and the inspection facility. The ATPs shall be subject to review and approval by Ohio EPA. Upon the completion of each inspection facility the Contractor shall conduct the specified inspections and acceptance tests in the presence of an Ohio EPA representative in accordance with the approved acceptance test procedures. No inspection facility may commence testing operations until Ohio EPA acknowledges that both the data management system and facility have successfully completed their ATPs.

### SECTION 3: OPERATION AND MANAGEMENT REQUIREMENTS

General. The Contractor's responsibilities shall include managing and/or operating and maintaining all inspection facilities; following Ohio EPA administrative procedures; inspecting vehicles in accordance with the requirements set forth in this RFP; providing the required reports to Ohio EPA; and implementing a quality assurance program. The Offeror shall be responsible for staffing each station with qualified personnel. All testing facilities in Ohio shall be non-smoking facilities.

Management Plan. The Offeror shall submit in its Proposal a detailed management plan for the implementation and operation of the motor vehicle inspection and maintenance program. At a minimum, this plan shall include the following:

1. Hours of operations.
2. A list of tasks necessary for operation of the network, and a timetable for completing those tasks.
3. A personnel chart identifying job titles and duties for the network.
4. A requirement that at least one manager and/or assistant manager shall be on duty and available during all hours the inspection station is open.
5. A plan for efficient use of inspection lanes to provide maximum customer convenience and to assure compliance with the requirements for maximum waiting times.

6. A list of tasks, if any, that will be subcontracted. (Building maintenance, equipment maintenance, custodial services, trash removal, snow removal, etc.)
7. Provisions for submitting reports to Ohio EPA.
8. A plan for start-up of the network, including training of operating personnel.
9. A plan for the transition to a successor Offeror to assure the continuity of services upon Contract expiration or termination.
10. Offeror's Management Organization

The Offeror shall identify the personnel that will develop, operate and manage the motor vehicle inspection and maintenance program and include in its Proposal:

- a. A proposed organizational chart.
- b. A description of proposed staffing levels, including the approximate number of personnel per station and the number of quality assurance and supervisory personnel.
- c. The physical location of the Offeror's management offices.

#### Personnel Requirements.

1. The Offeror shall hire and train administrative and inspection station staff. (For a decentralized test facility, hiring may occur by the subcontracting company operating the given test stations.) This staff should consist of: adequate inspection personnel for the number of individual lanes and/or bays required (especially during peak station use hours); station management to supervise station activities; a technical staff to maintain and calibrate the inspection equipment and administrative functions. Each testing facility shall have a minimum of two certified inspectors in order to be an approved testing station. The Offeror must identify specific qualifications/criteria for an individual inspector to be certified to conduct the test.

The Offeror shall state its personnel levels in all areas of operations such as, but not limited to, supervision, public awareness, lane and/or bay technicians, maintenance staff, customer service representative, and engineering. All persons employed by the Offeror in the performance of the Contract are deemed to be employees of the Offeror or subcontractor(s) and not of Ohio EPA or state of Ohio.

At all centralized test station facilities, the Contractor shall during operating hours, staff each test lane and/or bay that is required to meet performance requirements under the Contract with a minimum of two inspection personnel per lane and/or bay. In addition to the two inspection personnel per operating lane, the Contractor shall have a manager available for oversight and customer service. The Contractor shall provide Ohio EPA, copies of weekly staffing schedules upon posting of the schedules for station personnel. The Contractor shall provide Ohio EPA, a schedule of actual hours worked if actual hours worked differ from the posted weekly staffing schedule.

The Offeror shall have a detailed process designed to deal with inspector certification suspension and/or revocation. The Offeror shall include an appeal process as part of the inspector certifications suspension and/or revocation. The suspension and/or revocation process shall be subject to review and approval by Ohio EPA.

#### 2. Training

The Contractor shall train all personnel necessary to operate and maintain the inspection system. Training programs shall contain all information necessary for personnel to perform their job duties. The Offeror shall submit a detailed outline of a proposed training plan. The final plan must be approved by Ohio EPA. Ohio EPA and the Contractor will develop and administer a lane and/or bay inspector certification test. Inspectors must receive greater than 80% on the test to conduct inspections. Curricula shall include, but not be limited to, the following:

- a. General motor vehicle inspection and maintenance program orientation.
- b. Vehicle emissions and standards and how they relate to Ohio EPA's clean air goals.
- c. Inspection procedures and station operations, regulations and procedures.
- d. Test equipment operation, maintenance, quality control, and calibration procedures

- e. Diagnosis and repair information, including an introduction to on-board diagnostic requirements.
- f. Pre-inspection and tampering procedures
- g. Customer service, safety, complaint handling, and public relations
- h. Waiver procedures
- i. Security

The Contractor must provide for continual training for lane personnel and new employees. The Offeror shall include in its Proposal a detailed procedures manual which will contain work assignments and standard operating procedures for inspection and management personnel. Ohio EPA will conduct on-site surveillance to ensure compliance with the operating procedures and shall have access to the Contractor's procedures manual during on-site surveillance. The Contractor's management plan, training program and all of its policies and procedures relating to the operation of the network shall be kept current during the term of the Contract. Proposed changes shall be submitted in advance to the state. Ohio EPA reserves the right to disapprove such changes.

### 3. Inspection Personnel Attire

Centralized test station inspection lane personnel shall wear uniforms and present a neat and clean appearance at all times. Decentralized test station inspection lane personnel shall be provided a badge that is to be stitched onto their shirts bearing their full name and the phrase "Certified E-Check Inspector." No employee of the Contractor or any subcontractor shall wear any badge, insignia, patch, emblem, device, word or series of words that would tend to indicate that such person is employed by the state of Ohio and/ or Ohio EPA. Employees of the Contractor are specifically prohibited from wearing the words "State of Ohio," "Ohio EPA," or "Ohio Environmental Protection Agency". Employees may wear a badge, insignia, patch, or emblem with the words "official emissions inspection program" and may use "E-check" program logo minus Ohio EPA reference. Employee personal identification is to be worn in plain sight at all times.

Consumer Complaint Handling. The Offeror shall submit in its Proposal a plan to handle consumer complaints. The plan shall include, but not be limited to, the following:

1. Initial consumer complaints regarding vehicle inspection activities at the testing facility shall be handled by the Contractor. Forms shall be available at each station for the customers to register complaints. The format for this form shall be approved by Ohio EPA. Subcontractors will forward all complaint forms to the Contractor for follow-up. Unresolved complaints shall be reported to Ohio EPA in writing within ten days after the complaint is received. Complainants shall be advised, in writing, of their right to request Ohio EPA to investigate their complaint if it is not resolved to their satisfaction. A monthly report, received no later than the fifteenth of each month, shall be provided to Ohio EPA summarizing any complaints received and their resolutions. Ohio EPA shall make periodic inspections of each station to determine the Contractor's treatment of the public.
2. A complaint file with responses and any actions taken shall be maintained by the Contractor. This file will be subject to inspection by Ohio EPA upon request.
3. In the event of consumer complaints or disputes, Ohio EPA may order a retest, at no charge, to assist in resolving such complaints or disputes.
4. The Offeror shall include procedures to be employed in dealing with irate or upset customers including, abusive or obstructionist motorists in the testing lanes and/or bays.
5. The Contractor shall provide a customer service representative for each test station. This person may be the station manager or assistant manager.

Customer Feedback Mechanisms. The Offeror must submit in its Proposal customer feedback mechanisms that will permit customers to provide comments regarding the program and/or testing facility. Any mechanism that contains printed materials must be approved by Ohio EPA. A process must be in place to obtain and compile the comments by an independent third party prior to being submitted to Ohio EPA or the Contractor for review. The independent third party auditors must be experienced in environmental auditing.

Customer Vehicle Damage. The Contractor shall be fully responsible for any and all vehicle damage that is within the Contractor's direct control occurring during inspections. The Contractor must design and implement a centralized database that all testing facilities connect into as part of the damage claim process. Ohio EPA must also have access to view records within this database.

Safety. The Contractor shall comply with all Local, State and Federal safety standards. Operations shall cease if ambient CO within the testing facilities exceeds a maximum instantaneous level of 200 ppm. The Contractor's safety program shall address, but need not be limited to the following areas:

1. Building security.
2. Fire
3. Earthquake
4. Flood
5. Severe storm warning
6. Civil disturbance
7. Bomb threat
8. Explosion
9. Personnel evacuation plan
10. Personnel operating procedures
11. Safe conditions of pavements and sidewalks
12. Handicapped access

Security. The Contractor shall be responsible for the security of the inspection facilities and the conduct of its personnel. The Proposal shall include, but not be limited to, the following:

1. Methods for preventing unauthorized tampering with the inspection and data processing equipment.
2. A system that shall include accounting for all vehicle inspection certificates.
3. A system for identifying and handling problem personnel.

Building Maintenance. The Contractor shall, at its own cost, but with full subrogation to the rights of the state of Ohio against third parties, maintain each centralized site. Furniture, furnishings, fixtures, equipment, and structural and non-structural building systems used in connection with the operation of the inspection stations shall be in good, substantial and sufficient condition. The Contractor shall be responsible for janitorial services, security service, trash removal, pest control, window cleaning and any other housekeeping services; and for any lawn care and landscaping service required to maintain the appearance of the station. The Contractor shall submit a plan for the overall care and upkeep of the buildings, grounds and other facilities.

Inventory of Spare Parts and Equipment. The Contractor shall maintain an inventory of spare parts, supplies, equipment, and calibration gases for the inspection network which may be kept at inspection stations or at the operations headquarters. The inventory of spare parts, supplies, equipment, and calibration gases shall be adequate to provide all anticipated or scheduled maintenance and service needs of the operations. All spare parts, equipment and gases removed from inventory shall be replaced promptly.

Records Maintenance and Ohio EPA Audits. The Contractor shall maintain all records for a period of at least three (3) years after expiration or termination of the Contract, and shall make all of its records available for inspection and audit upon request of Ohio EPA.

Operational Status Report. The Contractor shall maintain data on the operation of the network and provide reports to the State in the form, content and frequency established by Section 6.D.

Ohio EPA Access to Inspection Stations. Ohio EPA will conduct a continuous program of monitoring to verify that the Contractor is performing emission tests following the procedures and using properly calibrated and correctly functioning equipment. Ohio EPA access to the station network is not intended to interfere with Contractor operation. To facilitate this monitoring, the cooperation of the Contractor is required. The Contractor shall address the method for complying with the following requirements:

1. The Contractor shall make available to Ohio EPA, during any operational hours, any inspection equipment and qualified personnel required for the purpose of unannounced random audits of inspection station and equipment.
2. Documentation or calibration gases necessary to perform calibration checks shall be available at each station.
3. With reasonable notice, access shall be available during non-working hours to perform any checks that the Contractor or Ohio EPA may require.
4. Any defective condition that would adversely affect the accuracy of tests performed shall be corrected immediately before any further inspections are performed in the lane and/or bay, or, if appropriate, at the station where such defect exists. No further testing shall be conducted in that lane or station until evidence is submitted to and approved by Ohio EPA that the defect has been corrected.
5. Ohio EPA reserves the right to monitor any special arrangements made by the Contractor to inspect fleets. This monitoring will not be announced in advance.

Service to the Public. If the Contractor's operations result in habitual excessive delays in queue or in safety hazards to the public in the queuing area or in the station, the Contractor and Ohio EPA shall consult to eliminate such delays or hazards in a timely manner. Mitigating measures to be considered shall include, but not be limited to, changes in hours of operation, staffing modifications, and utilization of the public education program. If habitual excessive delays in queue can be alleviated by staffing modifications, the Contractor shall promptly take reasonable steps to staff each affected lane and/or bay so as to optimize throughput. If all reasonable mitigating steps have been taken and the delay or safety hazard has not been eliminated, the Contractor and the state of Ohio may enter into negotiations to modify the terms of this Contract so as to eliminate the problem.

Public Education Program. A high quality public education program will serve to proactively inform motorists, repair industry members, and repair industry trainers. Offerors that submit a Proposal that results in changes of the location of the testing program must spend a minimum of \$5 million in public education during the length of the Contract.

1. Public education activities will be conducted by Ohio EPA and the Contractor or the Contractor's designee.
2. Each activity is subject to Ohio EPA's prior written approval.
3. In its public education efforts, the Contractor shall avoid any false, inaccurate or misleading information concerning the program. To ensure uniformity throughout the networks, Ohio EPA has final approval of all prior written materials distributed to the public. Any material disapproved by Ohio EPA will be deleted or revised by the Contractor according to Ohio EPA's satisfaction.
4. Public Education Plan - The Offeror shall manage a vigorous public education program that shall operate throughout the Contract period. The Offeror shall use its best judgment in selecting the methods and media for dissemination of information.
5. The Offeror shall develop a plan for public education for Zones 1 and 4. The Offeror should explain the plan in detail and include projected expenses, personnel involved, volume of materials to be distributed or air time to be used, as appropriate. At a minimum, the following items shall be included in each Offeror's plan:
  - a. The use of electronic and print media to inform the public about the inspection program procedures, costs and objectives as well as when and how to obtain services.
  - b. An inspection notice mailed to each motorist 60 days prior to his or her registration expiration in the year in which the motorist is required to test in the motor vehicle inspection and maintenance program. This mailer shall be published for the extent of the program. The Contractor will be responsible for this cost-effective mailing and its costs but these expenses shall not be counted toward the Contractor's minimum required public education expenditures. Ohio EPA and the Contractor will mutually agree on the mailer's content and format.

- c. A brochure emphasizing how an inspection program works. The brochure should include maps of all network facility locations, driving directions, how to prepare for the inspection (emphasize pre-inspected items), hours of operations and any promotional information to get people in on days and times that the lanes and/or bays are not busy. Such a brochure can be used for a mailing to each registrant in the Proposal zone and should also be available at all stations, at Ohio EPA offices, at Ohio BMV offices, and at other public places at the Contractor's discretion.
- d. A brochure that is specifically designed to assist motorists whose vehicles fail the test. The brochure should include discussions on fuel savings, tampering, vehicle warranties, vehicle repair, choosing trained technicians to service and repair vehicles and emission recalls. This brochure should be free to the public. Copies must be given to Ohio EPA and Ohio BMV for special mailings.
- e. Special events such as seminars and demonstrations for the public and for automotive mechanics. The Contractor shall arrange and participate with Ohio EPA staff in public education efforts that may include such organizations as special interest and community affairs groups. The Contractor should use newspaper, radio and TV advertising to promote these activities.
- f. A toll-free customer hotline that is operated throughout the life of the contract. The 1-800-number shall be approved by Ohio EPA prior to implementation. Ideally, it should spell out an easy to remember Motor vehicle inspection and maintenance program-related number -- such as the 1-800-CAR-TEST number currently used in Zone #1 and Zone #4. Hotlines shall commence operation at least three months prior to program start-up and operate from 8:00 am – 5:00 pm Monday - Friday.

Each Offeror shall submit a plan for hotline operation and training of hotline staff. The expenses for this hotline may be counted toward the Contractor's required minimum public education expenditures.

6. The Contractor will bear expenses for developing, printing and distributing brochures, print or broadcast advertisements, motorist notifications, or any other public information materials prepared by the Contractor and approved by Ohio EPA.
7. The following items relating to the public education program shall require Ohio EPA's prior approval:
  - a. Logos, slogans, or catch phrases designed for the program. These shall become the property of the State and may be used by the State in other Ohio zones.
  - b. News releases, except those that relate to approved days and hours of operation and releases containing material previously approved by Ohio EPA in substantially the same form and context as previously released.
  - c. Advertising copy intended for use by the Contractor in media such as radio, television, newspapers or other publications and billboards. In the case of print media advertising, the Contractor shall submit for approval the proposed copy and layout of the print. In the case of electronic media advertising, the Contractor shall first submit proposed advertising copy with a brief description (if appropriate) of the final production ad (voice-over, actors, background, length). Following approval of the copy and production concept, the Contractor shall, following production, submit the final production ad for approval prior to airing.
  - d. Content and design of pamphlets intended for distribution by the Contractor and Ohio EPA as part of the public information activities for the emissions inspection program. Use of Ohio EPA or any motor vehicle inspection and maintenance program logo is required on all public information products.
  - e. Script and, if feasible, visuals, for slide show or videotape or DVD to be used in public presentations.
8. Public education materials produced by the Contractor or through a subcontractor shall reference Ohio EPA or the E-check program and not the Contractor. No public information materials or activities produced under this Contract shall bear the Contractor's name or refer in any way to the Contractor unless specifically approved in writing by the State. All public information materials shall contain the E-check logo and Ohio EPA logo. All public information produced under this Contract shall become the sole property of Ohio EPA and shall not be copyrighted by the Contractor.
  - a. The Contractor shall not distribute its own company-related promotional materials at any test station or through the mail to vehicle owners. Further, the Contractor shall not permit any company, group, or repair station to distribute, on the Contractor's owned or leased property, any type of promotional materials to vehicle owners, without prior written approval of Ohio EPA.

- b. By October 1 of each year, the Contractor shall submit its proposed public education budget for the forthcoming calendar year.
- c. Within three months after award of the Contract and every three months thereafter, the Offeror shall provide Ohio EPA with a status report on the development and operations of its public education program.

Fleet Vehicle Inspections. Fleet vehicles must be inspected. This includes:

1. Rental vehicles;
2. Commercial fleets with 25 or more vehicles subject to inspection;
3. Federal, state, and municipal vehicles, including police vehicles (undercover vehicles are excluded).

The Offeror shall explain how it will handle such fleets. Provisions such as voucher systems, special days and hours or appointments may be considered and offered to these fleets.

Vehicle Repair Form. The Contractor will give a repair form to all motorists whose vehicles fail the inspection. The form will be designed by the Contractor and approved by Ohio EPA. The vehicle repair form shall be completed by the person repairing the vehicle. The Contractor shall create a database, enter repair information into the database and provide reports of repair information which conform to the performance monitoring requirements in 40 CFR 51.369. Reports summarizing repair performance information shall be made available to motorists who fail the initial inspection. Although it is expected that this form will be returned to the site upon reinspection, the Contractor must make provisions to re-inspect without this form using repair shop work orders, parts receipts or other documentation. The database must allow for entries in circumstances that the motorist performed their own repairs.

Repair Shop Listing. The Contractor shall provide a licensed repair shop list from its database to distribute to motorists. The listing should include the name and address of licensed repair facilities. The listing should be updated at least quarterly and should be provided in printed form available to the public at the each site.

#### SECTION 4: EQUIPMENT REQUIREMENTS

##### ASM 2525, OBD II, and Two speed Idle

The Offeror shall comply with the equipment requirements of this Section. Computerized test systems are required for performing measurements on subject vehicles. These computerized test systems shall conform to the performance features and functional characteristics of ASM 2525.

The Offeror shall install equipment in each station to implement the required inspection network. All equipment shall be maintained according to good engineering practices to assure test accuracy. "System" means the entire inspection network including, without limitation, program hardware, software, and equipment. The System shall be designed in a manner to allow each inspection station to operate asynchronously and independently from each of the other stations (e.g. if a station was closed for any reason, other stations could continue testing operations).

- A. Functional Requirements. The System shall provide for OBDII testing, opacity tests of diesel emissions, and for testing gasoline-powered vehicles not equipped with OBDII. The System shall measure unburned hydrocarbons (HC), nitric oxide (NO) and carbon monoxide (CO) exhaust emissions from gasoline-powered vehicles as defined in Ohio Revised Code §3704.14 and the Contractor shall perform gas cap pressure tests and tamper inspections on all vehicles. The System shall control the operation and data collection of all tests conducted. The System shall generate printed vehicle inspection reports (VIRs) which shall serve as certificates of compliance, noncompliance, waiver, rejection, or permanent exemption for vehicles requiring inspection.
  1. A method shall be provided for automatically printing inspection reports and certificates of compliance. Inspection information shall be printed legibly onto inspection certificates. The Contractor shall provide a sample of the inspection certificates used in the program for Ohio EPA's approval.
  2. The State will allow the Contractor access to the OBMV registration data file for vehicle license plate numbers, vehicle identification numbers, vehicle model years, certificate identification numbers and certificate dates, using State created tapes formatted pursuant to Ohio EPA Compatibility Specification. This access shall allow the Contractor to input certain inspection information in the data file provided by the OBMV. The Cost for creating tapes is to be borne by the Contractor. Contractor shall abide by all data standards set forth by Executive Order 2007-013S.

3. The Contractor shall provide a method to allow the System to test vehicles asynchronously. Entry of the vehicle identification data subsequent to testing shall allow for automated compliance determinations storage of data and printing of test reports.

As vehicle identification data are entered into the System, information shall be limit-checked to minimize operator errors. If data are rejected as a result of a limit-check, a message shall be displayed prompting the inspector to correct the error. Vehicle testing data processing shall proceed independently in all lanes and/or bays.

Each lane and/or bay in the Contractor's network shall be equipped with a bar code reader. The bar code reader shall be used for scanning number bar codes on dashboards when the codes are produced on vehicles.

4. In a centralized or hybrid test network, for non-OBDII-equipped vehicles, the System shall have the capability to accept commands to terminate testing of a vehicle and purge the exhaust gas sampling system. The commands will dictate whether the vehicle is to be retested or excluded from further testing. If the vehicle is to be retested, the test sequence will be repeated. If the vehicle is to be excluded from further testing, an inspection report shall not be generated. Data for an aborted test shall be documented in the bulk storage medium.
  5. The System shall assure that emission measurements are valid. The means of assuring validity shall be determined, including the sample rates, stabilization checks, and software smoothing techniques. Software changes may be required to include additional standards in the System.
  6. At centralized test stations, the System shall provide for manual and automatic gas analyzer span and zero drift checking and correction pursuant to the U.S. EPA ASM document. The method of correcting data for span and zero drift shall be subject to the approval of Ohio EPA.
  7. The analyzer shall perform an automatic zero, an ambient air reading, and an HC hang-up check prior to each test. This process shall occur within two minutes of the start of the test
  8. The System shall provide for manual and automatic sample system back-purging and water removal unit draining. Automatic back-purging and water removal unit draining shall be conducted prior to each test.
  9. The System shall provide for automatic sample system HC/CO/NO hang-up checking. Automatic HC/CO/NO hang-up checks shall be conducted prior to each test. If the HC/CO/NO levels present in the ambient air exceed 15 parts per million (ppm) HC or 0.02% CO, and 25 ppm NO; and the residual HC in the sampling system (probe sample - ambient air reading) exceeds 7 ppm HC, the System shall prevent further testing and return to the automatic back-purging mode. The System shall automatically alternate between the back-purge mode and the HC/CO/NO hang-up check mode until the measured levels of HC/CO/NO hang-up are below the allowable limits pursuant to the U.S. EPA ASM document.
  10. The System shall provide for automatic sample flow monitoring. The System shall prevent testing if sample flow drops below a point that adversely affects the HC/CO/NO measurements. The sampling system shall be equipped with a flow meter (or equivalent) that shall indicate sample flow degradation when meter error exceeds three percent (3%) of full scale, or causes system response time to exceed thirteen (13) seconds to ninety percent (90%) of a step change in input, whichever is less.
- B. **Equipment Specifications.** The Contractor may arrange the equipment physically in any reasonable manner so long as the manner is functionally equivalent to that described herein. The Contractor shall demonstrate that the performance standards have been met if an alternative configuration is proposed. The Contractor shall incorporate calibrations, adjustments, and quality control standards into the System pursuant to the U.S. EPA ASM document.

1. For Gas-powered non-OBDII vehicle emissions testing: Sample Conditioner

The equipment to be provided as part of the sample conditioning unit includes the following:

- a. Exhaust gas sample probe assemblies with flexible sample lines;
- b. Coalescent filter for water removal
- c. Solenoid valves and fittings as required;
- d. Particulate filters; and
- e. Input ports and plumbing to accept externally supplied calibration gases.

Vehicle exhaust gas shall be sampled using a probe with a thermally insulated grip and a sample line consisting of non-contaminating material suitable for heavy-duty service. Insulation shall be such that the temperature of the handgrip does not exceed 120 degrees Fahrenheit during normal use.

The System shall simultaneously sample exhaust gases from all vehicle exhaust pipes.

The System shall include an automated method of checking for exhaust sample dilution. This method shall include the use of additional gas analysis equipment such as CO<sub>2</sub> analyzers.

The probe design shall be such that it will not slip out of the vehicle tailpipe when in use. The probe shall be flexible enough to extend into a curved tailpipe at least ten (10) inches. A tight fitting tailpipe extension device may be employed to prohibit sample dilution. The sample line shall be oil-resistant and of such composition that molecular hydrocarbon hang-up will be minimized. The sample line length shall be at least twenty (20) feet in length. The line shall be able to withstand distortion and return to its original shape when a vehicle loaded to twenty thousand (20,000) pounds per axle is driven over it.

A coalescent filter shall remove water from the exhaust gas sample of the vehicle prior to gas analysis.

2. For Gas-powered non-OBDII vehicle emissions testing: Exhaust Gas Analyzers

a. Each permanent gas analyzer assembly for testing gasoline-fueled vehicle shall include the following:

NDIR CO Analyzer(s)  
NDIR CO<sub>2</sub> Analyzer(s)  
NDIR HC Analyzer(s)  
NDIR NO Analyzer(s)

b. All exhaust gas analyzers shall meet the performance standards established by the California Bureau of Automotive Repair (BAR) 97 certified emissions analyzers. Instruments supplied pursuant to this specification, or the major components thereof, shall be approved by Ohio EPA in accordance with approved Acceptance Test Procedures in the technical specifications for the ASM 2525 and Quick Test referenced in Paragraph 3.B. and Exhibit B at paragraph E.

3. For Gas-powered non-OBDII vehicle emissions testing: Flow Controller

The flow controller shall regulate ambient air, exhaust sample, span gas, and calibration gas. The sampling system shall be equipped with a warning that alerts the operator when the sample flow is not within operating requirements. The test shall not proceed until the sample flow is brought within operating requirements.

4. For Gas-powered non-OBDII vehicle emissions testing: Standard Gas Unit

The standard gas unit shall include all gas bottles, regulators, stainless steel plumbing, gas cart, fittings and manifolds necessary to provide gases for automated zeroing and spanning of gas analyzers and periodic calibration checks.

The Contractor shall be required to obtain gases blended and analyzed to an accuracy of plus or minus one percent (+/- 1%) traceable to the National Bureau of Standards (NBS). Standard Reference Materials (SRMs) for calibration purposes from a vendor which has California BAR certification. Sufficient calibration gases shall be available to perform periodic multi-point calibration checks for each range used on each analyzer.

5. For Gas-powered non-OBDII vehicle emissions testing: Chassis Dynamometer

Each inspection lane and/or bay shall be equipped with a chassis dynamometer. The chassis dynamometer shall provide rolls to support the drive wheels of front or rear-wheel-drive vehicles and permit their continuous rotation. The power generated by the vehicle engine and delivered to the rolls through the tire treads shall be transmitted to a power absorption device. The load may be established by the physical design characteristics of the absorber or by automatic control.

The frame and roll assemblies shall be mounted at floor level in a manner to permit all vehicles to be driven over the rolls to the test position, be tested in a level attitude, and be driven off after the test. A between-rolls platform and roll brakes shall enable easy movement of the vehicles on and off of the dynamometer.

The steady state loaded mode chassis dynamometer shall meet all of the following specifications:

- a. Power absorption: The dynamometer shall be capable of applying a load to the vehicle's driving tire surfaces at the horsepower (HP) and speeds specified in the U.S. EPA ASM document;
  - b. Repeatability of power absorption at a constant speed for any one weight class and cruise level shall be within two percent (2%) of the measured value;
  - c. Power absorption at constant speed shall not drift more than 0.5 HP during any single test mode;
  - d. The dynamometer shall be capable of supporting a drive over axle weight up to and including ten thousand (10,000) pounds.
  - e. Roll wheel lifts shall be controllable and capable of lifting individual axle loads of six thousand (6,000) pounds.
  - f. Both roll brakes shall be locked when the wheel lift is up.
  - g. Electrical output signals shall provide a digital presentation of dynamometer speed.
  - h. Each roll shall have a diameter of not less than eight (8) inches. The rolls shall be spaced so that a tire whose radius is thirteen (13) inches shall contact the rolls with an included angle from the wheel center to the roll centers of not less than fifty-eight (58) and not more than sixty-three (63) degrees. The rolls shall provide a contact surface not less than ninety-six (96) inches wide. If the rolls are divided, the inner-end to inner-end dimension shall not be more than thirty (30) inches;
  - i. Speed meters or their functional equivalent shall be provided in the digital Test Display Unit having single scale lengths of not less than seven and five-tenths (7.5) inches and shall indicate zero (0) to sixty (60) miles per hour.
  - j. Provisions shall be included in the instrumentation system to calibrate the dynamometer for speed. The calibration unit shall consist of all devices and accessories necessary to perform periodic calibration and adjustment of the dynamometer to specifications.
  - k. A roll speed sensor and safety interlock circuit shall be provided that prevents the application of the roll brakes and upward lift movement at any roll speeds above one-half (1/2) miles per hour.
  - l. The dynamometer system shall be air-cooled.
6. For Diesel-powered non-OBDII vehicle emissions testing: Diesel Opacity Meter

The diesel opacity meter shall read the equivalent opacity value of neutral density gelatin filters within a plus or minus two percent (2%) opacity at 20% opacity. The opacity meters shall be checked for accuracy using a neutral density gelatin filter and shall pass an Opacity 3-point Span Check weekly, said check to take place any time prior to or during the day in which the last valid passing check expires. The System shall prevent by means of automatic lockout any test initiated if the above 3-point requirement has not been met. Additionally, the meter shall be checked using an Opacity 2-point Span Check immediately prior to performance of a valid diesel opacity inspection, said check to be comprised of instrument zero and 100% spans. The System shall prevent by means of automatic lockout any test initiated if the above 2-point requirement has not been met.

7. System Down

When the communication system is down (host computer and or OBMV data link), each lane and/or bay shall be operated in a manual data entry mode with test data stored in the lane and/or bay PC until the network becomes available at which time the data shall be transmitted to the bulk data storage device. In addition, the data shall be stored on media at each lane and/or bay for manual installation into the bulk storage device in the case of prolonged network unavailability.

8. Exhaust Evacuation System

Each inspection facility shall be equipped with an exhaust evacuation system in order to comply with the ventilation and ambient CO exposure standards.

9. Construct Lanes to Accommodate ASM Equipment

Each centralized test facility shall be constructed in such a manner as to allow installation of any and all ASM 2525 equipment as required by the U.S. EPA ASM document. This includes but is not limited to space between lanes and/or bays, dynamometer pits of proper size, and conduit systems.

10. Color Monitor in Lane and/or bay

Each test lane and/or bay shall have a color monitor for display to the motorist that is 17" diagonal or greater.

11. Gas Cap Leak Test

Pressure Decay Method will be employed to perform the Gas Cap pressurization test procedure. The Offeror shall be capable of performing a gas cap pressurization test with the ASM program on all vehicles that were manufactured or required to have a sealing gas cap.

- a. The system must be able to provide a positive seal with all commonly used models of gas caps for testing.
- b. The system equipment shall be capable of pressurizing to 28+/- 1.0 inches of water without exceeding twenty-nine (29) inches of water system pressure.
- c. The system will close off the pressure source and monitor pressure decay for up to (30) seconds.
- d. The system shall signify a failure if the gas cap pressurization test system cannot maintain a delta of 6 inches of water.

12. On-Board Diagnostic Computer

Each lane and/or bay shall be capable of accessing the on-board diagnostic II computer links mandated by the Clean Air Act Amendments, for 1996 and subsequent model year vehicles as required by 40 CFR §85.2231.

13. Lane and/or Bay Access to Bar Code Scanner

Each lane and/or bay shall have a bar code scanner capable of reading bar code vehicle identification numbers through a windshield. The scanner shall be directional scanning that is retro-collective.

14. For Gas-powered non-OBDII vehicle emissions testing: Tachometer

The tachometer for the high idle/2500 rpm test for dedicated four-wheel drive vehicles shall be either a type placed on the hood of the car or an induction pickup type. Accuracy shall be + or - 3% at 2500 rpm. The tachometer display shall be digital and easily readable at a distance of 20 feet.

C. General System Design Requirements The System shall be designed and constructed so as to comply with current OSHA regulations.

1. Equipment shall be designed for easy access to all components contained within enclosures. Slide-out or hinged-mountings with quick-disconnect connectors and handles for extraction shall be employed where enclosures would otherwise prevent access to equipment.
2. Mechanical and electrical interchangeability shall exist between like and/or compatible assemblies, components, and their replacement parts.
3. Electronic enclosures shall provide dust-protective housings. National Electrical Manufacturer's Association standards for enclosures shall apply.
4. The National Electrical Code shall govern all electrical installation of equipment and electrical distribution systems. This requirement shall not relieve the Offeror of the responsibility for complying with the requirements of any applicable local electrical codes.
5. Performance of equipment shall be protected from degradation by the presence of interference signals which may be present at any facility. It shall be the Contractor's responsibility to determine the degree of interference control required at each site. Equipment shall be prevented from generating interference signals which affect proper operation of any equipment. It shall be the responsibility of the Contractor to design and operate the System to meet the United States Government standards for radio frequency interference and electromagnetic radiation as set forth in Federal Communication Commission and Federal Aviation Authority rules and regulations.

6. System cables used in the test lane and/or bay shall be designed of material resistant to gasoline, oil, water, and engine exhaust. System cables shall be of heavy construction to resist abuse. Bundled cables shall be protected from abrasion and fraying or dislocation of individual conductors. The environment of the inspection facility core shall be conditioned to accommodate the operating requirements of all equipment installed therein.
7. Equipment in the inspection lanes and/or bays shall be capable of operating as specified within an ambient (outside air) temperature range of zero (0) degrees Fahrenheit to one hundred ten (110) degrees Fahrenheit and shall be capable of operating as specified when exposed to a relative humidity of zero (0) to eighty-five (85) percent (non-condensing) for both continuous and intermittent periods.

- D. Quality Assurance and Control Requirements. The requirements in this Section describe the methods that shall be used to ensure a high quality System. The Contractor shall establish and maintain a quality assurance program to ensure compliance with the requirements of the Contract that shall conform to the requirements of the U.S. EPA ASM document.

All phases of the work, manufactured or performed within the Contractors plant or at any other source, shall be controlled at all points necessary to assure conformance to the Contract. The program shall provide for prevention and detection of discrepancies and for prompt corrective action. The Contractor shall make evidence of quality conformance available to Ohio EPA.

The Contractor agrees to implement quality control procedures that comply with the U.S. EPA ASM document. All quality control checks shall be identified by station number, lane and/or bay number, and date. In addition, data reports shall contain the concentration values of the calibration gases used to perform the gas characterization portion of the quality control checks. Contractor shall supply Ohio EPA with necessary hardware and calibration gases to be used in quality control audits.

The Contractor's quality control procedures shall insure that emission measurement equipment is calibrated and maintained properly, and that inspection, calibration records and control charts are accurately created, recorded, and maintained. Computerized analyzers shall automatically record all recordable quality control check information.

The Offeror shall hire a third party environmental firm to conduct audits (both overt and covert) at each of the testing locations. The third party environmental firm shall have experience in conducting environmental audits that document compliance with state and federal air pollution control regulations. Each audit shall, at a minimum, consist of a review of compliance with 40 CFR 51.363 and any other items required under the RFP. The third party environmental firm shall provide Ohio EPA, for review and approval, the audit protocol prior to commencing audits. Copies of the audit reports shall be supplied to Ohio EPA directly from the third party environmental firm. Audits shall occur at least once per week for the first three months after testing begins at a new station and then once a month after initial testing. Ohio EPA may direct the third party environmental firm to conduct additional audits of select stations as a result of customer complaints or prior audit results. The third party environmental firm must be an independent company apart from the Offeror.

- E. System Acceptance Test Procedures. The Offeror shall provide a detailed acceptance test procedure that, upon approval by Ohio EPA, shall be used to demonstrate the operational readiness of the testing lane or bay and the data management system. The acceptance test procedure shall be conducted in front of a representative from Ohio EPA. No inspection facility may begin testing operations until Ohio EPA accepts that both the facility and data management system have successfully completed their acceptance test procedures.
- F. Maintenance. In order to minimize error due to calibration drift or equipment failure, the Contractor shall conduct an effective preventive maintenance and quality control program. Scheduled preventative maintenance necessary to insure accurate and repeatable operation shall be performed periodically on all inspection equipment by the Contractor outside the normal station/lane and/or bay operational hours or during normal operating hours on a lane and/or bay that is not in use for emission testing. Records of maintenance and calibration shall be maintained and available for Ohio EPA review. The program shall include, but not be limited to the following:
1. Daily calibration checks;
  2. Periodic recalibrations;
  3. Periodic cleaning and maintenance of all equipment according to manufacturer's specifications; and
  4. Daily visual inspection of equipment.

- G. System Calibration Surveillance. Ohio EPA may conduct a program of surveillance to verify that the Contractor is performing emission tests using properly calibrated and correctly functioning equipment. In order to facilitate this surveillance, the cooperation of the Contractor is required. The Offeror will include in its Proposal a Maintenance and Systems Surveillance Plan, which provides for the surveillance obligations set forth in this RFP.
1. Any station shall be available at any time for a check of the calibration and proper operation of all equipment.
  2. Any documentation or equipment necessary to perform calibration checks shall be available at each station.
  3. Access shall be provided during nonworking hours to perform any required checks which the State does not wish to perform during normal work hours.
  4. Any defective condition which could adversely affect the accuracy of tests performed shall be corrected immediately.
  5. If so ordered by an Ohio EPA representative, any test lane and/or bay affected by a condition that would adversely affect the accuracy of inspections in the lane and/or bay shall be closed. No further testing shall be conducted until evidence that the defective condition has been corrected has been submitted by the Contractor to Ohio EPA and such evidence has been approved by Ohio EPA.
- H. Equipment Requirements for an ASM Program. All facilities, inspection lanes and inspection equipment shall conform to the U.S. EPA ASM document (see Appendix F, <http://www.epa.gov/otaq/regs/im/asmfinal.pdf> ).

## SECTION 5: INSPECTION PROCEDURES

The Offeror shall comply with the inspection procedures in this Section.

The Contractor shall inspect subject vehicles presented for testing during a station's operating hours.

- A. Pre-Emissions Visual Safety Compliance Check. Each vehicle shall be visually inspected prior to the emissions inspection for the following unsafe conditions:
1. Any fuel leaks in or around engine, fuel tank or lines causing wetness or pooling of fuel;
  2. Any continuous leaking of engine oil or transmission fluid onto the floor;
  3. Any continuous leaking of engine coolant onto the floor or an illuminated engine temperature light;
  4. Vehicle drive wheel tires shall be visually checked for tire pressure and inflated to approximately 30 pounds when they appear low. In a centralized test station, under-inflated tires or tires in an unsafe condition (i.e. no tread, visible steel belts, retreads coming off, etc.). Space-saver emergency spare tires are not acceptable;
  5. Other unsafe conditions such as loud internal engine noises, obvious exhaust leaks, or a missing tailpipe; and
  6. Altered or inaccessible exhaust system, other than systems than conform to original equipment manufacturer specifications which interferes with the operation of moving equipment or which cannot be accessed on one knee with one arm's length.

Any vehicle found to be in an unsafe condition may be rejected without an emission inspection. A vehicle rejection report indicating why the vehicle was rejected shall be provided to the motorist. The vehicle shall be repaired to alleviate the unsafe condition prior to an emission inspection. The Offeror shall be responsible for the design, printing and supplying of the vehicle rejection report approved by Ohio EPA.

- B. Test Vehicle Classes. Vehicles shall be tested in as-received condition. The engine shall be at normal operating temperature with all accessories turned off based on a visual observation of overheating. The Offeror shall address unique characteristics of certain vehicle makes and models, and adjust the inspection procedure accordingly.

When a vehicle enters a testing station, the Offeror shall access the data file to screen for inspections within the three hundred sixty five (365) days prior to the vehicle owner's registration deadline.

Ohio EPA intends motorists to use the inspection certificate for one registration cycle only. The certificate shall be transferable and viable when a vehicle is sold. The certificate shall not be used by the same owner for a subsequent year's re-registration of that vehicle.

All twenty-five (25) years old and newer gasoline vehicles being retested shall be inspected in accordance with the procedures and Pass/Fail criteria as specified herein. If the vehicle passes the tampering portion of the initial inspection, that portion need not be repeated.

- C. Tampering Test Procedure. The initial test shall be a tampering inspection that shall apply to all gasoline-fueled vehicles twenty-five (25) years old and newer. The test shall consist of checks for the following items (if applicable to that specific model year and engine configuration):

1. Presence of a properly installed catalytic converter(s); and
2. Presence of a seal in the gas cap.

A vehicle in which the original engine has been replaced with a like or different engine shall be tested in the same manner as other vehicles. An engine-switched vehicle shall meet the emission standards of the chassis model year provided in the vehicle registration. For the tampering inspection, such vehicle shall match a light-duty certified configuration of the chassis model year or of a newer vehicle if it originally had been a light-duty configuration (heavy-duty vehicle shall match heavy-duty configuration). The Contractor shall be responsible for verifying the proper configuration of an engine switch. An ASE-certified employee of the Contractor or subcontractor(s) shall verify these configurations.

Vehicles that have been switched from an engine of one fuel type to an engine of another fuel type that are subject to testing (e.g. from a diesel engine to a gasoline engine) shall be subject to the test procedures and standards for the current fuel type and the requirements of the preceding paragraph.

Except as provided in the preceding two paragraphs, application of a tampering test to each vehicle shall be performed on the basis of the vehicle's original emission control system configuration at the time of manufacture. The applicable emission system requirements can be verified by the Vehicle Emission Control Information (VECI) label under the hood or by using emission control resources such as:

1. Emission Control Systems application (Cascade Resources)
2. Emission Control Application Tables (Mitchell Manuals)
3. Automotive Emission Systems (Colorado State University)

If a conflict exists between the VECI label and one of the above-mentioned resources, the VECI label shall take precedence. The Offeror shall be responsible for obtaining the aforementioned resources and subsequent updates.

If the vehicle fails the tampering inspection, the ASM 2525, idle, opacity, or the OBD II on-board diagnostics system shall not be conducted. The costs associated with tampering repairs shall not apply towards a waiver. The inspector will enter a "fail" for tampering and move the vehicle to the gas cap pressurization testing position. A failed test for tampering reasons will be issued.

An inspection report with the reasons for failing the test shall be given to the motorist. The anti-tampering test shall be conducted prior to the ASM 2525, idle, opacity, and OBD II.

- D. On Board Diagnostics II Testing. The Contractor shall perform in accordance with standards and procedures provided for in federal regulations, on-board-diagnostics testing on all light duty vehicles weighing less than 10,001 pounds Gross Vehicle Weight Rating (GVWR) that are equipped with second generation on-board diagnostics systems (OBDII), as referenced in 40 C.F.R. 86.1806-01.

- E. ASM 2525 Test Sequence.

1. For non-OBDII-equipped gasoline-powered non-fulltime-all-wheel-drive vehicles, the Contractor shall perform ASM 2525 testing. The ASM 2525 shall consist of up to two hundred forty (240) seconds of emissions measurements using a BAR97 analyzer while the vehicle is driven at twenty-five (25) plus or minus one (1) miles per hour on a dynamometer. The ASM 2525 testing shall be conducted on all subject vehicles. A gas cap pressure test and visual tampering check shall be required for all vehicles receiving the ASM 2525 test.

The mode timer (mt) shall start (mt=0) when the dynamometer speed (and corresponding power) are maintained within twenty-five (25) plus or minus (+/-) one (1) miles per hour for five (5) continuous seconds.

The dynamometer shall apply the correct torque at any testing speed within the tolerance of twenty-five (25) plus or minus (+/-) one (1) miles per hour (i.e., constant torque load over speed range). The torque tolerance shall be plus or minus (+/-) five percent of the correct torque at twenty-five (25) miles per hour.

2. The dynamometer power shall be set in accordance with the U.S. EPA ASM document.
3. The pass/fail analysis shall begin after an elapsed time of twenty-five (25) seconds (mt=25). A pass or fail determination shall be made for the vehicle and the mode shall be terminated as follows:
  - a. The vehicle shall pass the ASM 2525 mode if, at any point between an elapsed time of twenty-five (25) seconds (mt=25) and 90 seconds (mt=90), the ten (10) second running average measured values for each pollutant are simultaneously less than or equal to the applicable test standards described in the U.S. EPA ASM document and/or as may be modified by Ohio EPA as described below.
  - b. The vehicle shall fail the ASM 2525 mode and the mode shall be terminated if the requirements of Section D.3.A are not satisfied by an elapsed time of 90 seconds (mt=90).

The emission standards for the ASM 2525 shall be the standards set forth in the U.S. EPA ASM document. The "Start up" standards will be employed as stated except for the tier one (1) standards which have been eliminated. Ohio EPA shall have the ability to set emission standards that will result in an overall failure rate of no greater than 20% of vehicles tested in any twelve (12) month period after implementation of the ASM 2525 test and every twelve (12) month period thereafter.

The Dilution Correction Factor described in the U.S. EPA ASM document is offered optionally due to its untested status and potential conflicts with the repair industry's emissions measurement capabilities.

F. Gas Cap Pressurization Test Procedures. The Offeror shall perform a gas cap pressurization test as part of emission tests performed on all vehicles that were manufactured or required to have a sealing gas cap.

1. The test sequence shall consist of the following steps:
  - a. Test equipment shall be connected to the gas cap and the gas cap shall be tested for leaks.
  - b. The system shall be pressurized to twenty-eight (28) plus or minus (+/-) one (1) inches of water without exceeding twenty-nine (29) inches of water system pressure.
  - c. The pressure source shall be closed off and the pressure decay shall be monitored for up to thirty (30) seconds.
2. Vehicles shall fail the gas cap pressurization test if the system cannot maintain a delta of six (6) inches of water. Vehicles that fail shall be required to return with a valid replacement gas cap.
3. The gas cap pressurization test results shall be automatically entered into the System.

G. Diesel Opacity Inspection Procedure. The Contractor shall perform diesel opacity inspections for applicable non-OBDII equipped diesel fueled vehicles. The System shall measure opacity for particulates in the exhaust of diesel fueled vehicles twenty-five (25) years old and newer having ten thousand (10,000) pounds GVWR or less. The System shall control the operation and data collection of all tests conducted. The System shall generate printed vehicle inspection reports (VIRs) which shall serve as certificates of compliance, noncompliance, or waiver for vehicles requiring diesel opacity inspection.

1. Diesel Vehicle Opacity Test Procedure
  - a. The emissions inspection procedure shall be conducted as follows:
    - (i) Diesel vehicles shall be tested by means of a loaded dynamometer test applying a single load as determined by vehicle type and number of cylinders as specified in EPA-AA-RSPD-IM-96-2-§85.2-(d)-(2)-(ii)
  - b. The emissions pass/fail determination shall be made as follows:
    - (i) The opacity reading shall be taken over a period of ten (10) consecutive seconds with the engine under the applicable speed and loading specified in EPA-AA-RSPD-IM-96-2-§85.2-(d)-(2)-(ii).

- (ii) Any vehicle exceeding the appropriate standard shall fail the test. Prior to reinspection, the vehicle shall have a low-emission tune up.
- c. No diesel fueled vehicle shall have emissions in excess of twenty percent (20%) visual opacity. Failed vehicles shall be repaired to pass the test. Waiver limits shall be the same as for gasoline fueled vehicles.
- d. Exhaust sampling shall conform to the following.
  - (i) Separate measurements shall be made on each exhaust outlet on diesel fueled vehicles equipped with multiple exhaust outlets. For vehicles equipped with more than one (1) exhaust stack or pipe, the reading taken from the outlet giving the highest opacity reading shall be used for comparison with the appropriate standard.
  - (ii) All diesel fueled vehicles shall be inspected with an opacity meter that is a full-flow, direct reading, continuous reading light extinction type using a collimated light source and photo-electric cell, accurate to a value within plus or minus two percent (2%) opacity at 20% opacity.

H. Post-Test Procedures.

1. Passed Vehicles

A vehicle that has passed the emission inspection shall receive a Vehicle Inspection Report and a Certificate of Compliance (both shall be on the same document). The Contractor shall issue duplicate certificates upon request of a motorist at no cost to the motorist.

2. Failed Vehicles

A vehicle that fails the emission inspection shall be given a Vehicle Inspection Report indicating failure (non-compliance) and the necessary repair requirements and applicable waiver requirements. The non-compliance certificates at Ohio EPA's direction shall also contain a performance warranty statement.

- I. The Vehicle Inspection Report. The attached VIR form (Appendix I) may be used with only minor changes to the current information. Fraud prevention is a concern with the vehicle inspection report. Pre-printed forms or laser print are acceptable if it includes fraud prevention. Any Contractor recommended changes to the vehicle inspection report shall include fraud prevention information. Changes shall be approved by Ohio EPA. The print areas shall remain unchanged.

1. The following information shall be printed on the front of the VIR:

- a. Certificate identification number
- b. The date and time of the inspection
- c. The vehicle identification number (VIN)
- d. County of registration (For Official Use Only)
- e. The vehicle make
- f. The model year of the vehicle
- g. The class of the vehicle (For Official Use Only)
- h. Number of cylinders (For Official Use Only)
- i. The fuel type (gasoline, diesel, or alternative fuel) (For Official Use Only)
- j. The odometer reading
- k. The emissions standards for non-OBDII equipped gasoline-powered vehicle model year
- l. HC and CO readings for the two speed idle test for non-OBDII-equipped gasoline-powered vehicles

- m. HC, CO and NO readings for the ASM 2525 test for non-OBDII-equipped gasoline-powered vehicles
  - n. Separate pass/fail decisions for the gas cap pressure test for gasoline vehicles
  - o. Opacity standards and readings for non-OBDII-equipped diesel vehicles
  - p. The pass/fail code for the opacity test for non-OBDII-equipped diesel vehicles (For Official Use Only)
  - q. The overall pass/fail decision
  - r. Tampering inspection results for gasoline vehicles
  - s. The inspection/reinspection indicator (For Official Use Only)
  - t. The type of certificate (compliance, noncompliance, waiver, permanent exemption)
  - u. The inspector identification number (For Official Use Only)
  - v. The date of the initial inspection (For Official Use Only)
  - w. The initial HC, CO and NO (if applicable) readings from a prior test shall be printed on any reinspection report (For Official Use Only)
  - x. An emissions inspection certificate that can be separated from the Vehicle Inspection Report and which contains the following information if the vehicle passes inspection: vehicle identification number, model year, make, date, the certificate identification number, date of certificate expiration, and type of certificate. If the vehicle fails inspection, "NON-COMPLIANCE" shall be printed continuously over the certificate
  - y. Certificate expiration date (365 days)
  - z. MIL engine off – Reading—for OBDII-equipped vehicles
  - aa. MIL engine on – Reading—for OBDII-equipped vehicles
  - bb. DLC tampering—for OBDII-equipped vehicles
  - cc. MIL Cmd status – Reading—for OBDII-equipped vehicles
  - dd. The DTC and the definition of the DTC.—for OBDII-equipped vehicles.
2. The back of the Vehicle Inspection Report (VIR) shall remain unchanged from its current design.
- J. Waiver Procedure. Vehicles shall be eligible for waivers from the emission inspection requirements as provided in Ohio Administrative Code Rule 3745-26-01 and Rule 3745-26-12 when proof is submitted that:
- 1. For 1995 and older vehicles, appropriate repairs have been performed on the vehicle and the reinspection reached at least a thirty percent (30%) improvement over any initial fail reading (HC and/or CO and/ or NOX) without any initial pass reading changing from meeting to exceeding standards. These repairs shall be visually verified and the station manager shall review the repair receipts;
  - 2. For 1995 and older vehicles, the minimum expenditure made on emission repairs is two hundred dollars (\$200.00). If an area is reclassified to serious ozone non-attainment, the waiver limit shall change to the federally required four hundred fifty dollar (\$450.00) limit; and
  - 3. The vehicle has received all repairs and adjustments for which it is eligible under any emission performance warranty or a written denial of warranty coverage from the manufacturer or authorized dealer.

All expenditures must be documented and determined to be emission related repairs. Motorists performing self-repair on any vehicles shall be given expenditure credit on parts only.

The Contractor shall use a stamp to mark all original repair receipts for waivers. The stamp shall be used after the receipts have been accepted for the purpose of a waiver.

Vehicle Inspection Reports that are processed for waived vehicles shall have the word "WAIVER" prominently printed in the pass/fail section. The Contractor shall be responsible for explaining to motorists, whose vehicles fail the emissions test, that a waiver procedure is available. The Offeror's station manager, assistant manager, or Ohio EPA auditor shall make determinations of waiver eligibility. Inspectors shall not issue waivers. Only centralized station managers or assistant managers shall have computer access to issue waivers.

- K. Hardship Extension. Low income motorists, as defined in O.A.C. Rule 3745-26-01(NN), may receive an extension which allows an additional-six (6) months to have their vehicles repaired pursuant to O.A.C. Rule 3745-26-12(B)(7). Vehicles failing only due to gas cap problems shall be excluded. To receive a hardship extension, a motorist must mail to Ohio EPA, the inspection report from the Contractor's facility showing that the vehicle failed the test, a copy of the vehicle's current registration, an estimate totaling at least seventy-five dollars (\$75.00) for emission related repairs and/or diagnostic costs from a legitimate repair facility and the applicant must certify that his or her household income is below one hundred and fifty percent of the Federal poverty level. Applications shall be available at every inspection station.
- L. Repair Spending Cap. A motorist must demonstrate that he or she has spent an amount equal to or greater than the "repair spending cap", as defined at O.A.C. Rule 3745-26-01(MM), on emission-related repairs and diagnostic fees. This amount shall not include the cost of repairing or replacing tampered emissions control equipment and shall include only the cost of parts if the repairs are performed by the vehicle owner or lessee
- M. Appeals. Appeal forms shall be designed, printed, and distributed by the Offeror. Appeals may be submitted by the vehicle owner to Ohio EPA in cases where the inspection or waiver findings are in dispute. Ohio EPA shall make the final inspection or waiver decision. Ohio EPA shall conduct the appeal inspection at the Contractor's site.
- N. Recall. The Contractor shall implement any necessary changes to comply with vehicle recall requirements as mandated by U.S. EPA and directed to do so by Ohio EPA.

## SECTION 6: DATA ACQUISITION SPECIFICATIONS

The Data Acquisition Specifications shall serve as both the specifications in developing a reliable data acquisition system and as the documentation of the existing system after the start of the program. Documentation shall be updated after each change to the system in Ohio Data Specifications document. Certain codes for data elements may be changed pursuant to Ohio Data Specification document. All data coding procedures, data manipulation programs and any edit procedure changes shall be approved by Ohio EPA before implementation. The Offeror shall develop a data acquisition system that shall allow for the input of data and generation of reports as detailed in this section of the RFP.

It is the responsibility of the Contractor to develop a system that fully incorporates Ohio into the process of obtaining information on issuance of certifications to the motorist with minimum burden on Ohio BMV. The Contractor shall cooperate with the OBMV and Ohio EPA to establish database access, communications protocol and security. The Contractor shall bear the cost of all hardware and software required to facilitate the tie-in between the systems. Refer to Appendix G for information regarding the Vehicle Registration (VR) System Database. Questions regarding the BMV database shall be directed through the inquiry process on the Internet Website as explained in Part 3, General Instructions, Inquiries.

The tie-in provides "read only" access to the vehicle registration information, except for an inspection certificate number field provided in the OBMV database. For example, as a motorist drives into a testing lane and/or bay, the technician shall enter the license plate number, and the system shall display the registration information and print it onto the inspection certificate. The vehicle is then tested. If the vehicle fails, a "non-compliance" certificate without a certificate identification number is printed. If the vehicle passes, a "compliance" certificate with an identification number is printed. The Contractor's computer automatically displays the assigned certificate identification number, described herein, into the field provided in the permanent OBMV registration database.

- A. Data Storage and Handling.
  - 1. All required data collected at the emissions inspection stations shall be compiled and maintained at the Contractor's headquarters in Ohio. The emission inspection stations shall be connected to the host computer by a real-time data link in order to prevent unauthorized multiple initial tests on the same vehicle in a test cycle and to insure test record accuracy. The data forwarded to the host computer shall be placed on a suitable recording medium, stored, and used to provide Ohio EPA with its required reports. Ohio EPA computer shall be capable of accessing the reports required in Section D of this Exhibit entitled "Inspection Data Analysis and Reports".

2. Reports shall be supplied to Ohio EPA by March 30 of each year for the preceding calendar year.
3. The Contractor shall keep inspection results in an active data file for a minimum of twenty-four (24) months from each annual inspection. The Contractor shall have access to the data file to screen for previous inspections within three hundred sixty-five (365) days prior to the owner's registration deadline.
4. The Contractor shall retain all disks or devices used to store the emission inspection reports for a period of at least five (5) years after the transfer of the reports to Ohio EPA. These storage disks or other devices may be audited by Ohio EPA and U.S. EPA at any time.

B. Data Format. The data that shall be entered for each inspection are listed below. Any unused fields shall contain blanks, except as otherwise defined herein.

1. Date of Inspection

This eight (8) character numeric field shall consist of two (2) sets of numbers with two (2) characters each and one (1) set of numbers with four (4) characters (representing the year). The date of inspection shall be automatically input into the OBMV registration database field as part of a unique computer generated certificate identification number.

- a. The first set shall represent the month of the test as follows:

Month	Number in Set
January	01
February	02
March	03
April	04
May	05
June	06
July	07
August	08
September	09
October	10
November	11
December	12

- b. The second set shall be the day of the month of the inspection. If the day is less than the tenth of the month, a zero (0) shall be placed to the left and adjacent to the number.
- c. The last set shall contain all four (4) digits of the year of the test. For example, if a test was conducted on January 1, 1995, the number appearing in the date field shall be "01011995."

2. Inspection start and completion time

These two (2) fields consist of four characters each. The information represents the moment in time (based on twenty-four (24) hours) in which testing is started and the time final emission scores are determined (see 40 C.F.R. 51.365). The accuracy shall not vary more than five (5) minutes from Eastern Standard Time even if recorded manually. Adjustments to the twenty-four (24) hour clock to daylight savings time shall be made in early spring and late fall of each year. The two (2) sets of numbers in these fields are as follows:

- a. The first set shall be the hour of a twenty-four (24) hour clock. The first digit shall be zero (0) if the hour of the day is less than ten (10); and
- b. The second set of digits shall be the minute in which the test was completed. The first digit shall be a zero (0) if the minute of the hour is less than ten (10).

3. Vehicle Identification and Owner Information

Vehicle and owner information shall be downloaded from an OBMV database. Downloading of data shall take place upon keyed license plate number entry. This does not preclude keying or correcting, within the Contractor's database, all or part of the items listed below for any vehicle presented for testing.

This segment consists of eight (8) fields of information, which shall be downloaded from the vehicle registration database or keyed in by the Contractor from the Application for Renewal of Registration or other official documents. If a minor discrepancy is found between the information on the vehicle itself and the documentation accompanying the vehicle, the information on the vehicle takes precedence. Discrepancies shall be recorded in the error correction codes field. In cases other than minor discrepancies, the Contractor shall have the right to refuse to test vehicles that fail to match their legal documentation.

a. The Vehicle Identification Number (VIN)

This field consists of seventeen (17) alphanumeric characters. The entire vehicle identification number (VIN) appearing on the current registration card, Application for Renewal of Registration, Application for Title and Renewal, bill of sale, or from the vehicle itself shall be placed in this field. This field is the key to retrieving test results; therefore, care shall be taken to ensure the accuracy of the information. No letters "O" or "I" shall be keyed. The vehicle itself shall be the primary source of information if a discrepancy exists during the initial inspection between the vehicle's legal documentation and the VIN on the vehicle. Upon reinspection, the Vehicle Inspection Report (VIR) from the initial inspection shall be the primary source of information.

The Contractor shall use VIN verification software to alert motorists regarding incorrect registration information.

b. The License Plate Number

This field consists of seven (7) alphanumeric characters. The entire license plate number shall appear in this field without a space between any adjacent numbers and letters. The primary source of information shall be vehicle's license plate number recorded on the initial inspection and the license plate number recorded on the VIR barcode upon reinspection.

c. Vehicle Make

This field consists of four (4) characters. The vehicle make shall be placed in this field using vehicle make coding provided by Ohio EPA. The source of information for data entry during the reinspection is the VIN or the VIR barcode.

d. Model Year

This field consists of four (4) numeric characters; the last two digits of the vehicle model year shall be placed in this field. For example, a 1976 model year vehicle shall require that the number "76" be placed in this field. The primary source of information shall be the OBMV database during the inspection and the VIR barcode upon reinspection. The vehicle owner's representation or the Contractor's judgment of the model year shall only be used in the absence of documentation. When a vehicle is reinspected, the accuracy of this field shall be double-checked and corrected if found to be in error.

e. Number of Cylinders

This field consists of two (2) numeric characters. The VIN shall serve as the primary source of information for this field. If there is a problem identifying the number of cylinders using the VIN, the Contractor shall visually verify the number of cylinders.

f. Fuel Code

This field consists of one (1) character. The fuel used by the vehicle shall be determined from the vehicle operator and the following code letters shall be used in the fuel code field.

Fuel Class	Number in Set
Butane	B
Natural Gas	N
Other	O
Propane	P
Diesel	D
Gasoline	G

In the event that the vehicle operates using more than one (1) fuel the code for the actual fuel used by the vehicle upon presentation at the test station shall be placed in the fuel code field. Gasoline is assumed to be used if no other information is available. Anytime the fuel or weight code entered is "B", "N", "O", or "P", the software for Ohio EPA offices shall be directed to go immediately to the certificate code and automatically enter an "E", meaning a certificate of permanent exemption is being issued. Note that only the software created for the central office and field office of Ohio EPA staff shall have the capability of producing a certificate of permanent exemption for alternative fuel codes.

g. Registration Expiration Date

This field consists of eight (8) characters and shall be formatted in the same manner as "Date of Inspection" in Section B.1 (a-c) of this Exhibit and shall contain the expiration date as determined from the registration renewal card or current registration. This field shall allow testing of a vehicle only if the inspection occurs within three-hundred-sixty-five (365) days of the license renewal date.

4. Inspection/Reinspection Indicator

This field consists of one character.

- a. If the inspection is an initial inspection, a "1" shall be placed in this field.
- b. If the inspection is a reinspection within 365 days of initial inspection, the test number (e.g. "2" for the second such test, "3" for the third such test) shall be placed in this field to represent the actual test count.

5. Odometer Reading

This field consists of three (3) characters. The odometer reading shall be truncated to the last thousand miles (e.g. a vehicle with 23,501 miles on the odometer should be entered as 023).

6. Date of Initial Inspection

This field consists of eight (8) characters. Each vehicle reinspected shall have the date of the initial inspection keyed into this field. The sequence shall be month, day and year, with the same specifications as those given in Section B.1 (a-c) of this Exhibit. This shall be printed on the certificate portion of the Vehicle Inspection Report (VIR).

7. Inspector Identification Number

This field consists of five (5) characters. This number will be treated as though it were a signature of the inspector conducting the inspection. The Contractor's inspectors shall be held accountable for entering accurate information about the vehicle and ensuring that a valid test was given to the vehicle. The Contractor shall assign each test inspector a non-duplicating sequential identification number.

8. HC, CO, and NO Emission Data for Centralized or Hybrid Test Networks

This information consists of nine (9) fields. All gasoline powered vehicles, with the exception of dedicated four-wheel drive vehicles, shall be subject to the ASM 2525 transient mode for steady state loaded mode test. Dedicated four-wheel drive vehicles shall be subject to the 2500 idle test. Both modes of the 2500 idle test shall be entered in the loaded mode fields as listed below. Required data fields are as follows:

- a. The vehicle's HC exhaust emission in parts per million (ppm) at the idle test condition. This field shall contain five (5) characters;
- b. The vehicle's CO exhaust emission in percentage by mol volume at the idle test condition. This field shall contain four (4) characters;
- c. The vehicle's HC exhaust emission in ppm at the loaded mode. This field shall contain five (5) characters;
- d. The vehicle's CO exhaust emission in percentage by mol volume at the loaded mode. This field shall contain four (4) characters;

- e. The CO<sub>2</sub> value for the idle test for ASM test (not pass/fail criteria);
- f. The CO<sub>2</sub> value for the loaded mode test or ASM test (not pass/fail criteria);
- g. The NO value pursuant to the U.S. EPA ASM document;
- h. The HC value pursuant to the U.S. EPA ASM document; and
- i. The CO value pursuant to the U.S. EPA ASM document.

9. Diesel Opacity Data for Centralized or Hybrid Test Networks

Diesel powered vehicles shall be tested for percent opacity. This four character field shall contain the value of the opacity test.

10. Tampering Inspection Results

- a. This field shall consist of two (2) characters with the following character designations:
  - (i) Catalytic converter inspection results: and
  - (ii) Gas cap presence inspection
- b. A "pass" character shall be entered in each position for which a test was performed and the result was a "present."
- c. A "fail" shall be entered in each position for which a test was performed and the result was a "fail."
- d. A "NA" character shall be entered in each position for which a code is inapplicable.

If a vehicle fails for any of the above emission equipment, an "F" shall be entered.

11. Pass/Fail Codes

- a. This field consists of seven (7) characters with the following character designations:
  - (i) HC emission test results at the idle test condition;
  - (ii) CO emission test results at the idle test condition;
  - (iii) HC emission test results at the loaded mode or fast idle of approximately 2500 rpm test condition;
  - (iv) CO emission test results at the loaded mode or fast idle of approximately 2500 rpm test condition;
  - (v) Tampering test results;
  - (vi) Opacity test results (for diesel powered vehicles) (see Exhibit H); and
  - (vii) HC, CO, and NO test results at ASM loaded mode conditions.
- b. A "p" character shall be entered in each position for which a test was performed and the result was a "pass."
- c. An "F" character shall be entered in each position for which a test was performed and the result was a "fail."
- d. An "N" character shall be entered in each position for which a code is not applicable.

## 12. Overall Pass/Fail Decision

This field consists of four (4) characters. The value in this field depends on a series of contingencies, which vary as a function of vehicle class and model year. The contingencies are as follows:

- a. For gasoline powered vehicles subject to the inspection requirements:
  - (i) A "P" shall be placed in this field if the vehicle passes the on-board diagnostics system, the idle test (50th HC and CO), the loaded mode test or the ASM test (both HC and CO), the gas cap pressure test and the tampering test.
  - (ii) A "fail" shall be placed in this field if the vehicle fails the idle test, the loaded mode test or ASM test, the gas cap pressure test or the tampering test.
- b. For diesel powered vehicles subject to the inspection requirements:
  - (i) A "P" shall be placed in this field if the vehicle passes the opacity test.
  - (ii) A "F" shall be placed in this field if the vehicle fails the opacity test.

## 13. Certificate Status Code

This field consists of one (1) character and shall contain a status code indicating the type of certificate issued as a result of the inspection.

"A"-means Certificate of Compliance

"N"-means Certificate of Noncompliance

"E" -means Certificate of Permanent Exemption

"W" -means Certificate of Waiver

"H" -means Certificate of Hardship Extension

"X" -means Certificate of Extension

"B"-means Certificate of Extension Compliance

Only the station manager, assistant manager, and Ohio EPA auditors shall have security access to issue a certificate of waiver.

The certificate identification number shall be automatically entered into the OBMV database field (see paragraph 8.16 of this Section) if the status code field contains "C", "E" or "W".

- a. If the value in the overall pass/fail decision field for initial inspections or reinspection is a "P", then a "C" shall be entered in this field and "COMPLIANCE" shall be printed on the certificate portion of VIR. If the value in the overall pass/fail decision field is an "F", then a "N" shall be entered in this field and "NON-COMPLIANCE" shall be printed continuously on half of the certificate portion of the VIR, and the CAA 207(8) warranty message printed on the other half. If the value "E" is entered in this field, the "PERM EXEMPT" shall be printed on the certificate portion of the VIR. If the value "W" is entered in this field, then "WAIVER" shall be printed on the certificate portion of the VIR. If the value "X" is entered into this field, then "EXTENSION" shall be printed on the certificate portion of the VIR. If the value "H" is entered in this field then "HARDSHIP EXTENSION" shall be printed on the certificate portion of the VIR.
- b. Anytime the fuel or weight code entered is "B", "N", "O", or "P" the software for Ohio EPA offices should automatically enter an "E" in the character field and "PERM EXEMPT" shall be printed on the certificate portion of the VIR.

## 14. Certificate Expiration Date

This field shall consist of eight (8) characters. The field should be formatted pursuant to Subsection B.1 of this Exhibit. The certificate expiration date shall be the date three hundred sixty-five (365) days after an initial inspection.

15. Other Data Fields

The Contractor shall collect other information, which would aid in program operation when requested by Ohio EPA. Costs of said request to be borne by Ohio EPA.

16. Certificate Identification Number

This field shall consist of a combination of other data fields, which are described in this Section. An algorithm, similar to those employed to create check redundancy codes (CRC), has been developed by the OBMV and shall be used by the Contractor in Zones 1 and 4 to produce the Certificate Identification Number. The OBMV shall use the algorithm to verify that a valid compliance certificate is entered in its database prior to the issuance of a registration renewal.

Note: If the "Certificate Status Code" indicates "N" for noncompliance, no certificate identification number shall be written into the OBMV data file field.

C. Vehicle Inspection Reports. If the vehicle is to be retested, the Vehicle Inspection Report (VIR) from the initial inspection shall be returned to the inspection station by the motorist.

D. Inspection Data Analysis and Reports. The Contractor shall submit reports listed below

The Contractor shall provide emission test data analyses and furnish to Ohio EPA the summary reports listed below on a weekly, monthly, quarterly and yearly basis on the same frequency as currently exists, or as mutually agreed by the Parties. The Contractor shall also maintain software that allows Ohio EPA staff to generate the following quality assurance and enforcement reports:

1. Required Reports

Required reports and notices as developed with and approved by Ohio EPA, are as follows:

- a. Wait time Report;
- b. Daily Billing Report;
- c. Daily Fee Report;
- d. Daily Throughput Report;
- e. Daily Wait Time Report;
- f. Daily Wait Time Breakdown Report;
- g. Fee Summary Report;
- h. Idle Emission Summary Report, if necessary;
- i. Lane Status Report;
- j. Pressure Test Summary Report;
- k. Repair Cost Report;
- l. Station Status Report;
- m. Throughput Summary Report;
- n. PR Test by Zone and Station Number;
- o. Emission Fail Rate by Model Year Report, if necessary;
- p. Control Chart Report;
- q. ASM Emission Summary Report, if necessary;
- r. Network Summary Report;
- s. OBD II Detailed Report
- t. OBDII MIL Report
- u. Damage Claims Report

In the future Ohio EPA shall have the right, upon thirty (30) days notice to the Contractor, or upon such other schedule as mutually agreeable by the Parties, to require the Contractor to provide the following reports:

- v. Consumer Complaints Report;
- w. Listing of Significant problems encountered during the month (for example fire and accidents);
- x. Summary of Lane and Equipment Downtime Report;
- y. Loss of any Test Data; and
- z. Any Changes made in Basic Operational or Test Procedures that affects the motorist.
- aa. Anti-tampering pass/fail report

2. Additional Reports

Ohio EPA may request that the Contractor provide reports other than the reports enumerated above and the Contractor shall offer such reports as a cost which shall include time, materials and overhead.

3. Report Deadlines

- a. Weekly reports are due no later than the third Business Day of the following week of the reporting period.
- b. Monthly reports are due no later than the fifteenth Business Day of the following month of the reporting period.
- c. Quarterly reports are due, no later than the fifteenth Business Day of the month following the quarter reporting period.
- d. Semiannual reports are due no later than the fifteenth Business Day of the month following the prior six-month reporting period.
- e. Annual reports are due no later than thirty Business Days following the anniversary date of the program start date.

4. Reporting of Inspection Results/Documentation

The Contractor shall be responsible for ensuring that all relevant data are entered into the Contractor's database and that the appropriate data are transmitted to the State (OBMV and/or Ohio EPA). The Contractor shall be responsible for providing a printed copy of an inspection report to each motorist. The Contractor shall also retain a duplicate electronic copy of the entire test data for two and one half years.

The Contractor shall give operators of vehicles both passing and failing the inspection, an inspection report. The inspection report shall be designed by the Contractor and approved by Ohio EPA. The Contractor shall design and print the forms which shall contain, at a minimum, the information listed below;

- a. Date and time of test;
- b. Test number (initial, first retest, second retest, etc.);
- c. Test lane and/or bay number/inspector's number(s);
- d. Vehicle plate number;
- e. VIN;
- f. Vehicle make and model year;
- g. Odometer reading (to the nearest thousand)
- h. Tampering inspection results;
- i. Emissions inspection results and pass/fail determination;
- j. Emission standards applicable to the vehicle, if necessary;
- k. Inspection cost;
- l. Three lines reserved for slogans, clean air or safety message which may be changed;
- m. Type of emissions and/or tampering failure;
- n. Warranty information, if appropriate;
- o. Warning that there will be no registration renewal until the vehicle has passed or is waived; and
- p. Waiver information

The report shall indicate that the vehicle shall be returned to an inspection station (following repair) for reinspection.

All motorists shall be given a brief explanation of results (pass/fail) and instructions explaining the next step required in the inspection process. The inspection report is to be provided by the Contractor. The document must contain security features to discourage counterfeiting.

5. The Contractor shall agree to provide Ohio EPA with the appropriate access to their database to allow for the generation of reports, sorted chronologically by test date for the following items:

- a. License tag number;
- b. Inspector identification number;
- c. Inspection lane number; and
- d. Facility number

E. Recall. The Contractor shall implement any necessary changes to comply with vehicle recall requirements as mandated by the U.S. EPA and when directed to do so by Ohio EPA.

## SECTION 7: DOCUMENTATION AND REPORTING REQUIREMENTS

- A. Data and Documentation Expectations. To assure that the Offeror designs and implements an emission inspection program on schedule, the Offeror shall be required to submit documentation on the progress towards meeting the start-up testing date.
- B. Documentation of System Changes. System changes subsequent to completion of the network shall be documented in a manner similar to that used for the original design of the network as required in Sections 6 and 8. Reasons for changes and the effective dates of changes shall be documented. All copies of documentation previously delivered to Ohio EPA representative shall be updated. All changes to the software that affects the test process shall have prior approval of Ohio EPA before the Contractor implements the changes.
- C. Off-Site Data Repository. The Contractor shall maintain an off-site data repository for all software and data for the life of the Contract in zone 1 and zone 4. Contractor shall abide by all data standards set forth by Executive Order 2007-013S.

## SECTION 8: COMPUTER SPECIFICATIONS

- A. Host Computer. Contractor shall use any hardware necessary to conduct OBDII and gas cap test and, as applicable, the ASM 2525, idle test and opacity test.
- B. System Security. A multi-level access code and security system shall allow normal testing by the Contractor's staff, control by the station manager, and access for the Contractor's Program Manager and Ohio EPA.

The security system shall consist of addressable entry computers having levels of access to databases and assigned access codes for individual authorized users.

The levels of access shall allow certain inquiries, additions, deletions, changes and inputs to computers from specific locations as follows:

Station Computers - Entry of test and quality assurance data with no changes permitted. Changes to test records not permitted.

Office Computers - Changes to the structure of Contractor's database permitted. Changes to test records and the databases are not permitted.

Ohio EPA Computers - Read-Only access to Contractor's database permitted. Changes to test records and the databases are not permitted.

The Contractor's security system shall not allow changes to information in the registration database.

The Contractor's security system shall account for all license plate inquiries and entries conducted by its employees, for which no corresponding vehicle inspections were performed. The Contractor's employees shall not, through act or omission, release any OBMV registration information for any purposes other than valid vehicle inspections. The Contractor shall terminate the employment of anyone found to have released such information outside scope of the normal vehicle emission inspection process.

The Contractor shall describe the physical security of the host system and any connected terminals or computers. The description shall include the location of the item, applicable security access, and security method (e.g. locked room, keyboard lock, etc.).

The Host system and related peripherals shall reside in a centrally-located room within the Contractor's Ohio headquarters with a separately maintained climate-controlled environment. Access to this room shall only be available through an outer office. After hours monitoring shall be maintained by a security system, which includes: motion sensors and a live twenty-four (24) hour monitoring system that shall alert the proper authorities in the event of an attempted break-in. Contractor shall abide by all data standards set forth by Executive Order 2007-013S.

- C. Equipment and Computers in the Test Lanes and/or bays. These computers shall be stand-alone units (not terminals) capable of performing the testing functions even if the link to the host computer is severed for any reason. The lane and/or bay computers, hardware and software shall be capable of expansion. The software shall have the flexibility to accommodate increases in the number of parameters and/or changes in test procedures. The lane and/or bay computers shall meet, at a minimum, the following specifications:

1.6 GHz processor  
512 MB RAM (expandable to 2.0 GB),  
40 GB hard disk  
1.44 MB 3.5" floppy disk drive and CD/RW drive  
Serial and parallel ports  
Two Universal Serial Bus ports  
VGA color monitor with 17" diagonal screen size  
101 key full function keyboard  
High speed (240 cps) 24 pin dot matrix printer  
Microsoft Windows 2000 operating system latest version

The Contractor shall list the features of the lane and/or bay computers used in the inspection network.

The Contractor shall provide computer software changes as requested by Ohio EPA that in Ohio EPA's determination are necessary for compliance with the Contract Documents. Ohio EPA shall endeavor to keep software changes at a minimum and provide the Contractor with sufficient time to implement such changes.

The lane and/or bay computer shall provide the functions of real time control of testing, processing, storing, and printing of acquired data at the inspection position.

The lane and/or bay computer shall perform the following functions:

1. Accept vehicle identification data;
2. Accept manually entered vehicle data;
3. Calculate and correlate vehicle data and select failure limits;
4. Control and monitor dynamometer loading;
5. Control sample gas flow;
6. Control gas analyzer span and zero check gases;
7. Control test sequence via test display;
8. Accept test control inputs from operator;
9. Accept measured values from gas analyzers, opacity analyzers, evaporative pressure check equipment and dynamometer;
10. Adjust measured values to correct for analyzer drift;
11. Linearize, scale, curve fit and compare measured values to limits separately for each individual infrared cell;
12. Output test data for report printout; and
13. Output test data to bulk storage devices.

- D. Ohio EPA Computers. Ohio EPA central office computer shall be able to access the databases in the Contractor's host computer and generate the reports described in Section 6.D.

The Contractor's computers shall be able to transmit to Ohio EPA's central office computer the data available to the office terminals as well as access to testing records, queries, and real-time query reports by the host computer database search program. The query reports shall provide information regarding number of inspections performed in a given period of time (month, year-to-date, etc.), and failure rate for a given period of time. The field offices shall also have access to this information from the Contractor. The Contractor shall provide a listing of real-time reports that can be generated or accessed by Ohio EPA computer.

Ohio EPA computer is capable of accessing OBMV data.

The minimum specifications for the central office computers are as follows:

1. Minimum 3.2 GHz clock speed;
2. Minimum 1GB RAM;
3. Internal 3.5" 1.44 MB floppy disk drive; and CD/RW drive
4. Internal 40 GB (minimum) IDE hard drive and controller;
5. One parallel port;
6. Two serial ports;

7. Four universal serial bus ports
8. Microsoft Windows XP latest version
9. Minimum three available expansion slots
10. Real time clock/calendar with battery backup;
11. 101 (or greater) detachable extended keyboard;
12. VGA color monitor with 17" diagonal screen size with tilt swivel base;
13. Microsoft mouse or compatible;
14. Built-in mouse interface or third serial port;
15. 200 Watt (minimum) power supply;
16. Super VGA graphics card with 128-MB (minimum) RAM;
17. Uninterruptible power supply (UPS)
18. Hewlett-Packard LaserJet 5L with 600 dpi resolution or equivalent; and
19. 10/100/1000 Ethernet network card

- E. Station Computers. These computers shall be stand-alone units (not terminals) capable of accessing Ohio EPA's Web site to provide updated information regarding technician employment. These computers shall not be connected to the host computer.
- F. Documentation. If a software upgrade to the system software is required during the length of the contract, computer specification documentation shall be updated and provided to Ohio EPA. Required documentation shall include only the areas which require compatibility, such as test matrix, vehicle inspection reports, Ohio EPA access compatibility, Ohio BMV data, etc. The document is not required to include items that do not require compatibility as long as contractual obligations are met.

Meeting Attendance and Reporting Requirements. The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

1. A pre-performance meeting is required within ten (10) days of Contract award to select the reporting format, review performance requirements and method of reporting.
2. A monthly and final report must be prepared in accordance with the EPA Contract Manager to detail the reviews and progress of this project and to give an overall project performance report.
3. Immediate Reporting – The project manager or his or her designee must immediately report any certified Project Team staffing changes to the Agency Project Representative (See: Attachment Three: Part Two: Replacement Personnel).

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART TWO: SPECIAL PROVISIONS

THE OFFERORS FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Ohio Environmental Protection Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None, other than those specifically listed in the Proposal.

TRAVEL EXPENSES. Any travel or per diem by the prospective vendor to carry out its obligations under the Contract shall be at the prospective vendor's expense.

BILLING/INVOICING. Each invoice must contain the following information:

- A. Contractor's name and address;
- B. Contractor's federal tax identification number as designated in the Contract;
- C. Agency purchase order number;
- D. Itemized billing as shown on the agency purchase order;
- E. Service provided;
- F. Dates of services;
- G. Remit to address.
- H. Contract Number

ELECTRONIC FUNDS TRANSFER (EFT). You may apply for EFT payment by following these directions:  
The form is located at the following site: [www.auditor.state.oh.us](http://www.auditor.state.oh.us) Go to Forms/Publications, then Auditor Forms, under the heading Fiscal Forms, the title and form number is EFT Form – Vendor AUD 8361-C. This form is in PDF format.

Invoices may be mailed or hand delivered to the following address:

Ohio Environmental Protection Agency  
Attn: Accounts Receivable  
Lazarus Government Center  
50 West Town Street, Suite 700  
Columbus, OH 43215

## ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

**PROPOSAL FORMAT.** Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, as listed below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Signed Contracts
5. Offeror Profile and Prior Projects
6. Offeror References
7. Staffing Plan
8. Personnel Profile Summary
9. Work Plan
10. Support Requirements
11. Performance Bond
12. Conflict of Interest Statement
13. Assumptions
14. Proof of Insurance
15. Payment Address
16. Contract Performance
17. W-9 Form and Additional Vendor Information Form
18. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
19. EEO Affirmative Action Plan
20. Cost Summary Form

### REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
  - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
  - b. A list of the people who prepared the Proposal, including their titles.
  - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
  - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work. In addition, the Contractor must provide a list of the tests each of the subcontractors will be performing.
  - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
    - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
    - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
    - 3) A description of the work the subcontractor will do.
    - 4) A commitment to do the work if the Offeror is selected.
    - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
    - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all of the Offeror's personal and business associates are in compliance with Chapter 3517 of the Ohio Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.

All contractors from whom the state or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the offeror has been approved through this affirmative action program. You must visit the Website at <http://www.das.ohio.gov/eod/aapv.htm>

- m. to make the submission for approval.

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through m. above.

2. Certification. Each proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the Offeror.

*(Insert Contractor name)* affirms they are the prime Offeror.

*(Insert Contractor name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Department of Administrative Services.

*(Insert Contractor name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

*(Insert Contractor name)* affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

*(Insert Contractor name)* agrees that it is a separate and independent enterprise from the state of Ohio and the Department of Administrative Services and the Environmental Protection Agency (EPA). *(Insert Contractor name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(insert Contractor name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(insert Contractor name)* or any of the personnel provided by *(insert Contractor name)* or the Department of Administrative Services and the Environmental Protection Agency (EPA).

*(Insert Contractor name)* affirms that the individuals supplied under the Contract are either (1) employees of *(insert Contractor name)* with *(insert Contractor name)* withholding all appropriate taxes, deductions or contributions required under law or (2) independent Contractors to *(insert Contractor name)*.

*If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:*

*(Insert Contractor name)* affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Environmental Protection Agency (EPA) for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Offeror Disclosure of Location of Services and Data.

As part of the Proposal, the Offeror must disclose the following:

- a. The location(s) where all services will be performed;
- b. The location(s) where any state data applicable to the contract will be maintained or made available; and
- c. The principal location of business for the Contractor and all subcontractors.

During the performance of the Contract, the Offeror must not change the location(s) of the country where the services are performed or change the location(s) of the country where the data are maintained or made available without prior written approval of the Department of Administrative Services.

4. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four (4). Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
5. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

This RFP also includes three (3) Offeror Profile Prior Project Forms as Attachments Five B, C and D which must be filled out to describe prior completed projects similar to this Work. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal. A Word copy of this document may be requested by Email to [janice.fitzpatrick@das.state.oh.us](mailto:janice.fitzpatrick@das.state.oh.us).

6. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal. A Word document of this document may be requested by Email to [janice.fitzpatrick@das.state.oh.us](mailto:janice.fitzpatrick@das.state.oh.us).

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.

- b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- e. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
- f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

- 7. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
  - a. A matrix matching each key team member to the staffing requirements in this RFP.
  - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
  - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
  - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed Work team, including the Work Manager, to this Work and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Work Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Work Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.
- 8. Personnel Profile Summary. This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal. If the Offeror chooses to propose additional "key personnel", it must submit Attachments Seven A,, B, and C for each person,

All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below: A Word copy of this document may be request by Email to [janice.fitzpatrick@das.state.oh.us](mailto:janice.fitzpatrick@das.state.oh.us).

- a. Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

For each reference the following information must be provided:

- 1. Candidate's Name.
- 2. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.
- 3. Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- 4. Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

- b. **Education and Training.** This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)
- c. **Required Experience and Qualifications.** This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

9. **Work Plan.** Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

10. **Support Requirements.** The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
  - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
  - b. Assistance from State staff and the experience/qualification level required; and
  - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

11. **Proposal Guarantee/Performance Bond.** The Contractor must provide a performance bond. The amount of the performance bond must be equal to at least 10% of the total amount of the Contract and must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Each Offeror must enclose a letter of commitment from a bonding company for the performance bond with its Proposal. A standard bond form, from any company authorized to do business within the state of Ohio, is acceptable. The bond shall be made payable to the Treasurer, State of Ohio, referencing the applicable CSP#900010. The performance bond must be submitted to the Office of Procurement Services, state of Ohio within five (5) business days of receipt of a purchase order from the agency.
12. **Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
13. **Assumptions.** The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

14. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
15. Payment Address. The Offeror must give the address to which payments to the Offeror will be sent. DAS requires a 30-day notice to change the "bill to address".
16. Contract Performance. The Offeror must complete Attachment 8, Offeror Performance Form.
17. W-9 Form and Additional Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-3456) in their entirety. At least one (1) original of each (signed in blue ink) must be submitted. All other copies of a Proposal may contain copies of these forms. Please indicate on the outside of the binder which Proposal contains the original, blue ink signature. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-3456 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site at <http://www.obm.ohio.gov/forms>
18. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBA) at <http://obg.ohio.gov> to file for DMA pre-certification; if you are not already registered you must:
  1. register with the Ohio Business Gateway (OBG) at <http://obg.ohio.gov>;
  2. review the Terrorist Exclusion List at: [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/terrorist\\_exclusion\\_list.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/terrorist_exclusion_list.pdf);
  3. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form [http://www.homelandsecurity.ohio.gov/DMA\\_Terrorist/HLS\\_0038\\_Contracts.pdf](http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf) and submit this with your RFP response.

Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

18. Equal Employment Opportunity. The Offeror will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/eod/aapv.htm>

19. Cost Summary Form. This RFP includes a Cost Summary Form provided as Attachment nine (9) and must be included as part of the Offeror's Proposal. Offerors may not reformat this form. Each Offeror must complete the Cost Summary Form in the exact format provided. Any reformatting may cause the State to reject the Proposal. Attachment Nine (9) must be completed and returned in a separate envelope as required.

The State will not be liable for any costs the Offeror does not identify in its Proposal. The Cost Proposal must not include any exceptions to the Contract Terms and Conditions or any additional assumptions.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm for the first two (2) fiscal years of the Contract. Thereafter, price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000 limit.

Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Per Occurrence Limit  
\$1,000,000 Personal and Advertising Injury Limit  
\$100,000 Fire Legal Liability  
\$10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

1. Commercial Automobile Liability insurance with a combined single limit of \$500,000.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
  - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.
  - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

#### CONTRACT REMEDIES.

- a. Actual Damages. Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- b. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
- c. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order.

If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

PASSAGE OF TITLE. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

A. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site:  
<http://www.das.ohio.gov/eod/aapv.htm>

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR  
CONTRACT

This Contract, which results from RFP CSP900010, entitled "Operation of a Vehicle Emissions Testing Program in the Cleveland/Akron Area" is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Environmental Protection Agency (the "State") and

\_\_\_\_\_  
(the "Contractor").

If this RFP results in a contract award, the contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The form of the contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of July 1, 2009 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> <u>(State of Ohio Agency)</u>
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Hugh Quill</u> <u>(Printed Name)</u>
_____ (Title)	<u>Director, Department of Administrative Services</u> <u>(Title)</u>
_____ (Date)	_____ (Date)

ATTACHMENT FIVE A  
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

ATTACHMENT FIVE C  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

ATTACHMENT FIVE D  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

ATTACHMENT SIX  
OFFEROR REFERENCES

A minimum of three (3) professional references who have received services from the Offeror in the past five (5) years.

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Offeror's role in this project.			

ATTACHMENT SIX, CONT'D

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A  
OFFEROR'S CANDIDATE (PROJECT MANAGER) REFERENCES

Candidate's Name: \_\_\_\_\_

Candidate's Proposed Position: \_\_\_\_\_

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			
Company Name:		Contact Name:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			
Company Name:		Contact Name: E-mail:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.			

ATTACHMENT SEVEN B  
OFFEROR'S CANDIDATE (PROJECT MANAGER) INFORMATION  
EDUCATION AND TRAINING

Candidate's Name: \_\_\_\_\_

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C  
OFFEROR'S CANDIDATE (PROJECT MANAGER) EXPERIENCE REQUIREMENT

Candidate's Name: \_\_\_\_\_

Candidate's Proposed Position: \_\_\_\_\_

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

ATTACHMENT EIGHT  
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of ten thousand dollars (\$10,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT NINE  
COST SUMMARY FORM

UNSPSC Number: 78180000

Cost must be reflected in U.S. Dollars

OAKS ITEM #13207

The Offeror must provide one (1) total not-to-exceed cost for a one (1) month period, testing to commence July 1, 2009 or no later than January 1, 2010 through June 30, 2011.

The total, not-to-exceed cost will be paid in monthly installments in arrears after testing has begun.	
DESCRIPTION	MONTHLY COST
Budget narrative and budget costs to provide the Operation of an Emissions Testing Program in the Cleveland/Akron area, as identified in the Scope of Work, Attachment One, Part One.	
Not-to-Exceed Monthly Cost for the initial contract term	\$
Not-to-Exceed Monthly Cost for up to twenty-four (24) additional months of renewal (optional)	\$

Cost must be reflected in U. S. Dollars.

An invoice will be prepared and submitted to Ohio EPA on a monthly basis in arrears for costs, not to exceed above quote. Testing must commence on or before January 1, 2010; start-up may begin upon receipt of a valid purchase order from EPA. There will be no compensation for months preparing for start-up; compensation will begin when the testing starts.

Payment to begin monthly once testing commences for SFY 2010, not to exceed \$1,091,000 per month or \$13.1 million for the year if testing occurs over the entire twelve month period. Payment for SFY 2011 not to exceed \$13.4 million for the year. Budgetary numbers are provided in advance of the SFY 2010 - 2011 biennium budget. There are no assurances that these amounts will be allocated to this program by the Ohio General Assembly.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses not included in the Not-to-Exceed Cost.

APPENDIX A

2007 Tax Distribution Detailed Statement of Motor Vehicle Registrations  
(In Units)

Zone #1	Passenger	Non-Commercial	Total
Geauga	70,618	12,298	82,916
Lake	179,753	24,732	204,485
Lorain	211,515	37,619	249,134
Medina	127,435	23,501	150,936
Portage	106,022	24,585	130,607
Summit	385,987	51,630	437,617
Zone #4	Passenger	Non-Commercial	Total
Cuyahoga	907,114	72,956	980,070

APPENDIX B

Ohio E-Check Counties\*\*

County	Largest Municipalities	Municipal. Population
Cuyahoga	Cleveland	478,403
Geauga	Chardon (village)	5,156
Lake	Mentor	50,278
Lorain	Lorain	68,652
Medina	Brunswick	33,388
Portage	Kent	27,906
Summit	Akron	217,074

\*\* Data taken from 2000 Census Summary for Population and Housing Characteristics

APPENDIX C

Current Station Locations

Station	Location
01	24770 Sperry Drive Westlake, OH 44145
02	1291 W Bagley Road Berea, OH 44017
03	13000 York Delta Drive North Royalton, OH 44133
04	4557 Industrial Parkway Cleveland, OH 44135
05	2724 E 55 <sup>th</sup> Street Cleveland, OH 44104
06	6150 W Canal Road Valley View, OH 44125
07	17704 St. Clair Avenue Cleveland, OH 44110
08	19000 S Miles Road Warrensville Heights, OH 44128
09	1750 Metro Drive Euclid, OH 44132
10	1979 Joseph Lloyd Parkway Willoughby, OH 44094
11	1755 North Ridge Road Painesville, OH 44077
12	10632 Auburn Road Chardon, OH 44024
13	17202 Munn Road Chagrin Falls, OH 44024
14	5093 S Prospect Street Rootstown, OH 44272
15	1460 Fairchild Road Kent, OH 44240
16	2200 Pinnacle Parkway Twinsburg, OH 44087
17	3478 State Road Cuyahoga Falls, OH 44233
18	2021 Brown Street Akron, OH 44319
19	1818 Copley Road Akron, OH 44320
20	770 N Progress Drive Medina, OH 44256
21	408 E Main Street Spencer, OH 44275
22	205 Sandstone Boulevard Amherst, OH 44001
23	128 Reaser Court Elyria, OH 44036

APPENDIX D

BOOK VALUE OF CURRENT E-CHECK STATIONS

Net Book Value of Envirotest Systems Corporation Buildings/Land/Sites as of December, 2007 (Rev. 3/10/08)

	Op Unit	Address	Net Book Value December, 2007
*	1	24770 Sperry Drive Westlake, OH 44145-1531	\$1,285,437
	2	1291 W. Bagley Road Berea, OH 44017	\$529,095
	3	13000 York Delta Drive North Royalton, OH 44133	\$485,517
	4	4557 Industrial Parkway Cleveland, OH 44135	\$622,663
	5	2724 E. 55 <sup>th</sup> Street Cleveland, OH 44104	\$483,893
	6	6150 West Canal Road Valley View, OH 44125	\$611,504
	7	17704 St. Clair Avenue Cleveland, OH 44110	\$563,880
	8	19000 South Miles Road Warrensville, OH 44128	\$508,776
	9	1750 Metro Drive Euclid, OH 44132	\$747,636
	<u>Total Zone 4</u>		<u>\$5,838,401</u>
	10	1856 Joseph Lloyd Parkway Willoughby, OH 44094	\$645,055
	11	1755 North Ridge Road Painesville, OH 44077	\$582,011
	12	10632 Auburn Road Chardon, OH 44024	\$486,592
	13	17202 Munn Road Chagrin Falls, OH 44023	\$441,884
	14	5093 S. Prospect Street Rootstown, OH 44266	\$507,314
	15	1460 Fairchild Road Kent, OH 44240	\$497,887
	16	2200 Pinnacle Parkway Twinsburg, OH 44087	\$561,993
	17	3478 State Road Cuyahoga Falls, OH 44223	\$831,891
	18	2021 Brown Street Akron, OH 44319	\$788,434
	19	1818 Copley Road Akron, OH 44320	\$737,948
	20	770 N. Progress Drive Medina, OH 44256	\$471,244
	21	408 E. Main Street Spencer, OH 44275	\$507,314
	22	205 Sandstone Boulevard Amherst, OH 44001	\$825,218
	23	128 Reaser Court Elyria, OH 44035	\$560,611
	<u>Total Zone 1</u>		<u>\$8,445,396</u>
	<u>Grand Total</u>		<u>\$14,283,797</u>

APPENDIX E

Format for Epicenter Site Plan

\* In order to evaluate each Offeror's epicenter site plan, the latitude and longitude for each facility site shall be provided, with the proposal(s), on a 3 1/2" by 5" floppy disk (or a non-rewriteable CD) using one of the following formats.

1. ASCII Format

ASCII format (either text, generic text, or SDF format). All items in the columns should be left justified. Fixed length ASCII would be best with a table listing out the field start - end values, field widths, and field name.

Table:

1 - 2	1	record number
3 - 9	8	latitude
10 - 18	8	longitude

Example:

1 43.78734 84.92213

OR

Table:

1 - 2	1	record number
3 - 5	2	latitude degree
6 - 8	2	latitude minutes
9 - 16	8	latitude decimal seconds
17 - 19	2	longitude degree
20 - 22	2	longitude minutes
23 - 29	7	longitude decimal seconds

Example:

1 43 47 20.4240 84 55 19.6680

2. Database Fields

Database fields (we use Microsoft Access) Microsoft Access can handle many other database's files. In this case, some rules must be followed.

<u>Field name</u>	<u>Field type</u>	<u>Field length</u>
Record_number	numeric or integer	any
Latitude_decimal degree	decimal (real number)	any
Longitude_decimal degree	decimal (real number)	any

Example:

1 43 .78734 84.92213

OR

<u>Field name</u>	<u>Field type</u>	<u>Field length</u>
Record_number	numeric or integer	any
Latitude degree	numeric or integer	any
Latitude minute	numeric or integer	any
Latitude second	decimal (real number)	any
Longitude_degree	numeric or integer	any
Longitude_minute	numeric or integer	any
Longitude_second	decimal (real number)	any

Example:

1 43 47 20.4240 84 55 19.6680

\*\*Do not use character for any field type

\*\*At a minimum, the latitude and longitude of the: site shall be reported to 1/10 of a second (i.e., one decimal point).

A table similar to the one for a flat ASCII file will need to be included giving the field name, type, and length.

**FYI:** The equation to convert degree, minute, seconds to decimal degrees - .is:  

$$(((\text{sec}/60) + \text{minute})/60) + \text{degree} = \text{decimal degree}$$

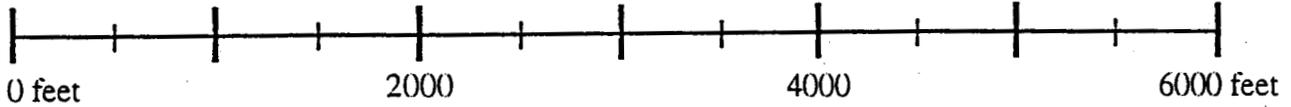
\* Option to submit latitude and longitude on a non-rewriteable CD, if desired.

APPENDIX E (CONT'D)

Latitude/Longitude Coordinates  
Output Display/Storage Accuracy

The number of digits in your latitude or longitude has an implied precision. The length of each line indicates how far your location could actually be from your specified point. This scale bar is twice topo scale, which is 1" = 2000 feet. This scale is 1" = 1000'.

39 59 57.N, 83 02 26 W, +/- 1/2 second (2275 feet)



-----●-----  
39 59 57 N, 83 02 26 W, +/- 1/2 second(2275 feet)

-----●-----  
39 59 57.8 N, 83 02 26.4 W, +/- 1/10 second(455 feet)

-----●-----  
39 59 57.80 N, 83 02 26.43 W, +/- 1/100 second(45.5 feet)

-----●-----  
39 59 57.796 N, 83 02 26.430 W, +/- 1/1000 second(4.55 feet)

-----●-----  
39 59.96 N, 83 02.44 W, +/- 1/100 minute(2730 feet)

-----●-----  
39 59.963 N, 83 02.441 W, +/- 1/1000 minute(273 feet)

-----●-----  
39 59.9633 N, 83 02.4405 W, +/- 1/10,000 minute(27.3 feet)

-----●-----  
39 59.96327 N, 83 02.44051 W, +/- 1/100,000 minute(2.73 feet)

OSU Center for Mapping, First Order Control Point, NAD83

39° 59' 57.79650" N

83° 02' 26.43050" W

Precision is plus or minus 0.5 inches

APPENDIX F

“Acceleration Simulation Mode Test Procedures,  
Emission Standards, Quality Control Requirements, and  
Equipment Specifications”  
July 1996

Available at U.S. EPA Web site <http://www.epa.gov/otaq/regs/im/asmfinal.pdf>

## APPENDIX G

Ohio Department of Public Safety (ODPS) is currently migrating the Vehicle Registration (VR) system from mainframe computer architecture to a server-based architecture. This project consists of three phases which are as follows:

A. Currently, the Vehicle Registration (VR) database is maintained on a mainframe computer. The ODPS is in the process of migrating off the mainframe; however the existing process will continue to function at least until spring of 2010. This process consists of the following two procedures, both of which are currently accessed via a dedicated TCP/IP connection:

1. EPA Inquiry - VRE204

This job, an MCB transaction, sends to ODPS a transaction code, a 5 digit PID number, plate and category. In addition to the above information, ODPS returns VIN (vehicle identification number), model year, make, vehicle type, unloaded weight, expiration date, name, zip, county, EPA code & EPA date from the ODPS VR system. A validation is performed on the plate and category code (for length and valid EPA categories only) and fetches the appropriate records to return the above information.

2. EPA Update - VRE205

This job is also an MCB transaction, which sends to ODPS a transaction code, a 5 digit PID number, plate, category code, model year, VIN, an updated EPA code and an updated EPA date. This information is captured in a temporary TIP file, to be latter batched processed in the ODPS mainframe database. In addition to this, ODPS returns either an UPDATE SUCCESSFUL message, or an appropriate error message. The program fetches the appropriate records and checks the plate and VIN lengths, and validates the field contents. The program also validates the EPA code, certification date, checks the VIN and model year, then validates the plate and year (by fetching by VIN), and calls the ODPS "leads trap" program to check the plate.

B. This phase will appear the same to the EPA contractor, with the possible exception of the job names. The jobs will probably be called VLE204 and VLE205 with the same parameters and data returned. Behind the scenes is where the real changes will exist specific to Phas2. The process will be converted from a batch process populating a hierarchical database structure to a transaction or live process populating a relational data model.

C. Phase 3 embraces the future direction of the Department of Public Safety, moving from a Unisys mainframe processing environment to a Windows server based platform implementing a Service Oriented Architecture (SOA). Existing interfaces will be exposed to contractors as web services allowing ODPS to interact with contractors in a modern, consistent, efficient and secure manner. This phase is not expected to begin until mid-2010 and will take at least 18 months to implement.

The contractor selected by the EPA will be required to comply with the ODPS Phase 1 mainframe based procedures. Advance notification will be provided to the EPA contractor on the planned implementation timeline for Phase 2, which will primarily involve a testing phase for the EPA contractor and the ODPS does **not** foresee the need for extensive configuration changes for the Phase 2 ODPS initiative. Phase 3 will require configuration changes on the part of the EPA contractor. As the ODPS determines and defines the specific details of the Phase 3 system changes, the EPA vendor will be provided with detailed specifications and the EPA contractor will be required to adhere to the specifications within the timeline defined by the ODPS in order to comply with the ODPS initiative to move off the mainframe computer system.

## APPENDIX H

Testing history (vehicle model year and test type failures, etc) is available on-line to provide the history of the program.

The information is available on the Ohio EPA Web site at the following two links:

2007 testing information is at <http://www.epa.state.oh.us/dapc/echeck/whycheck/ar2007sd.html>

2006 testing information is available at <http://www.epa.state.oh.us/dapc/echeck/whycheck/ar2006sd.html>

Or go to <http://www.ohioecheck.org> and click on the "Why E-Check" green button toward the top center of the screen and then E-Check Annual Reports.

APPENDIX I

Vehicle Inspection Report

The attached VIR form shall be used with only minor changes to the pre-printed information. Changes shall be approved by the Ohio EPA. The print areas shall remain unchanged. Pre-printed forms or laser print are acceptable if it includes fraud prevention and are approved by Ohio EPA.



# State of Ohio Vehicle Inspection Report

Thank you for doing your part to help clean Ohio's air. Your vehicle emissions test results are shown below. If your vehicle passed, please tear off the bottom portion and submit it with your registration documents. Failed vehicles are required to be repaired and retested. Please save this report with your registration. It may be transferred to a new owner if you sell the vehicle.

TEST FEE	INDIVIDUAL TEST SUMMARY					FINAL RESULT
	TAMPERING	EMISSIONS	ON-BOARD DIAGNOSTICS	EVAPORATIVE SYSTEM	OPACITY	▶

GENERAL INFORMATION				
VIN	VEHICLE YEAR	VEHICLE MAKE	DATE	TIME

INDIVIDUAL TEST RESULTS	READING	UNITS	LIMIT	RESULT

RETEST INFORMATION	FOR OFFICIAL USE ONLY

Please detach this certificate if you are mailing in your registration to the BMV – otherwise, bring this report with you when you register your vehicle.



INSPECTION CERTIFICATE			
ID NUMBER		ODOMETER	,000
VIN		EXP. DATE	
MAKE		DATE	
YEAR		FINAL RESULT	

This automobile inspection is the result of requirements under the Clean Air Act Amendments enacted by the United States Congress. Any questions or comments you may have about this program may be directed to your United States Senator in care of the United States Senate, The Capitol, Washington, DC 20510 or to your United States Representative in care of the United States House of Representatives, The Capitol, Washington, DC 20515.

This certificate can be used for vehicle registration or plate transfer until the above expiration date.