



**AIR QUALITY BOARD
of Ada County**

Request for Proposals

**VEHICLE INSPECTION AND MAINTENANCE
PROGRAM SOFTWARE UPGRADE**

RFP #1

RFP Release Date: July 3, 2017

RFP Response Due Date: August 15, 2017

The Air Quality Board of Ada County

Public Notice Inviting Proposals

VEHICLE INSPECTION AND MAINTENANCE PROGRAM SOFTWARE UPGRADE

NOTICE IS HEREBY GIVEN that proposals will be received from qualified Applicants for the upgrading of the IT capabilities of the Air Quality Board

Responses to this Request for Proposals will be available beginning Monday, July 3, 2017 and will be due no later than August 15, 2017 at 4:00 pm. If further information is needed regarding this Request for Proposals, contact Denise Eikanger, Deputy Director at 208-377-9191 or email to AQB@emissiontest.org.

MAILED, DELIVERED BY HAND, OR COURIERED proposals will be accepted as follows:

Air Quality Board
Attn: Denise Eikanger, Deputy Director
41 S Baltic Place #200
Meridian, Idaho 83642

RFP Document and instructions can be found below

<http://www.emissiontest.org/documents.aspx>

It is the responsibility of the Applicants to ensure that any proposals submitted shall have sufficient time to be received by the Air Quality Board prior to the proposal due date and time. Late proposals will NOT be considered and will be returned to Applicant unopened. Telegraphic, electronic and facsimile proposals will NOT be accepted.

**ONLY SEALED RFP RESPONSES ARE ACCEPTABLE.
DO NOT E-MAIL RFP RESPONSES.
DO NOT FAX RFP RESPONSES.**

Public Notice Inviting Proposals

VEHICLE INSPECTION AND MAINTENANCE PROGRAM SOFTWARE UPGRADE

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REQUEST FOR PROPOSALS

RFP # 1

Vehicle Inspection and Maintenance Program Software Upgrade

OWNER: Ada County Air Quality Board

PROJECT: Vehicle Inspection and Maintenance Program Software Upgrade

INTRODUCTION

The Air Quality Board is seeking proposals (“Proposals”) from vendors qualified to provide Vehicle Inspection and Maintenance Program Software Upgrade. Project will consist of the expansion, further and extended automation of all processes that the Air Quality Board is involved in with and between the Idaho Transportation Department (ITD), the Idaho Department of Environmental Quality (DEQ), the US Environmental Protection Agency (EPA) and other vendor(s) providing similar services throughout the State of Idaho where Emission Testing Programs are operating.

The objective of this RFP is to obtain the services of a qualified vendor to manage and support the on-going Information Technology support of a basic motor vehicle emissions I/M program in the areas described within this RFP, including program modifications as may be required by law or deemed necessary by the AQB or DEQ. Proposals shall provide services including development, maintenance and future upgrades as outlined within this RFP.

It is AQB’s intention through this RFP to establish a contract with a successful vendor to provide a more robust software and reporting program for the existing Emissions Testing program in Ada County, Idaho. The term of the agreement shall be 5 years not including option(s) to renew.

BACKGROUND

The Air Quality Board of Ada County, Idaho is looking for a qualified vendor to provide electronic support of its basic vehicle inspection and maintenance (I/M) program—as defined in Idaho statutes for emission testing programs as well as municipal ordinances covering same.

Ada and Canyon Counties meet the criteria specified in the law, as data show the design value for ozone exceeds 85% of the National Ambient Air Quality Standard (NAAQS) and vehicle emissions constitute one of the top two emissions sources contributing to ozone concentrations in the Treasure Valley. As a result, vehicle emissions testing became a requirement in Ada County. (Emissions testing has been in place in Ada County since 1984) In accordance with Idaho Code and IDAPA 58.01.01, the Idaho Vehicle Inspection and Maintenance Program is a

registration revocation process, meaning that a motorist's ability to obtain a vehicle registration is separate from the emissions testing program. However, a motorist who does not comply with the emissions testing program will be **subject to registration revocation**.

Under the current program, motorists are sent two notifications by the vendor: the first is sent to the motorist one month prior to the testing due date and the second is mailed after the due date to inform nonconforming motorists of the need to test. Through an automatic process developed by the vendor, the motorist's registration is subject to revocation 35 days after the second notice is mailed. If a motorist's registration is revoked and the vehicle then comes into compliance with a passing test or approved waiver, the vehicle's registration is automatically reinstated overnight by the vendor's automated system. The process contemplated hereunder shall also include the addition of a "processing fee" assessed to owners of vehicles that do not comply with the dates for emission testing covered in the first notice.

The Air Quality Board provides a local office that addresses customer inquiries (via phone, e-mail, or walk-ins); provides referee services (for contested test results); provides assistance to program stakeholders (e.g., DEQ, local Department of Motor Vehicles offices, and Idaho Transportation Department [ITD] representatives); and manages emissions testing stations and inspections. The Air Quality Board subcontracts with approximately 50 established stand-alone emission testing stations to provide testing as well as repair and retest services (in the case of designated repair and re-test stations).

The successful vendor will be responsible for all electronic development aspects of the program under AQB's jurisdiction as listed within the Technical Proposal (section II) and elsewhere in this request

INSTRUCTIONS TO PROPOSERS

I. RFP General Instructions

Interested parties may obtain RFP # 1, Vehicle Inspection and Maintenance Program Software Upgrade Request for Proposals package from AQB Procurement, 41 S Baltic, Suite 200, Meridian, ID 83642 by paying a non-refundable \$25.00 hard copy fee, or download and electronic copy free of charge at <http://www.emissionstest.org>, beginning **July 3, 2017**. An **Optional Pre-Proposal Meeting** will be held on **Monday, July 17, 2017 9:00 a.m. local time**. Following the Conference, all questions relating to RFP #1 must be addressed in writing to Air Quality Board Procurement and submitted by delivery/mail to 41 S Baltic Place, Suite 200, Meridian, ID 83642, or by email to aqb@emissionstest.org. Air Quality Board Procurement must receive all questions no later than **Monday, July 24, 2017 at 4:00 p.m., local time**. Written responses to questions shall be provided through an Addendum on or about **August 3, 2017** online at <http://www.emissionstest.org> after going to the link to Documents. Vendors may not contact other AQB employees regarding this RFP. **Six (6)** hard copies of the Proposal contained in a sealed envelope/package, clearly marked "**RFP #1, Vehicle Inspection & Maintenance Program Software Upgrade**" on the outside of the envelope/package, must be received by Air Quality Board Procurement, 41 S Baltic Place, Suite 200, Meridian, ID 83642

by **August 15, 2017 at 4:00 p.m., local time**. The Air Quality Board will open the sealed Proposals on **August 16, 2017 at 9:00 a.m., local time**, and the name of each vendor submitting a Proposal will be read into the public record.

II. TECHNICAL PROPOSAL

- A. Proposers must propose their methodology and resources, demonstrate their ability to satisfy all qualifications and technical requirements, and detail their plan to perform the required services. The technical proposal shall describe both the preparatory work and program evaluation functions that will be performed by the successful vendor. Vendors should provide sufficient detail in their technical proposal so the I/M upgrades being proposed, including all elements, are fully and clearly explained.
- B. The Proposer shall address how it will satisfy the technical requirements of this section of the RFP.
- C. The AQB program operates as a decentralized I/M program, utilizing existing stand-alone emission testing stations as well as automotive and repair/retest facilities within the program boundaries. Test cycle frequency will be biennially as listed in Idaho Code §39-116B and IDAPA 50.01.01.520. The successful vendor must continue with already established due dates. As new vehicles are added to the program, emissions testing due dates shall line up as closely as possible to the ITD/Department of Motor Vehicle's registration renewal dates.
- D. Data collection/storage/management systems shall at a minimum meet the requirements set forth in 40 CFR 51.365 and 51.366. The successful vendor shall periodically implement data system software updates as needed, employing the latest available technology, to maintain a data system that is reasonably contemporary with current industry standards. The data management information proposed by the proposer should include data system capacity, data access and security, data back-up, data failure and recovery, quality assurance, and programs and software. Security methods shall include usernames and passwords at web portals.

The successful vendor must develop a system that fully incorporates the Ada County Vehicle Inspection and Maintenance Program into the process of obtaining information on vehicle registrations with minimum burden on ITD. The data system shall be able to communicate and coordinate with the ITD system to obtain vehicle information and process vehicle registration revocations and reinstatements. ITD will provide access to the successful vendor to an updated list of vehicle registration transactions at least monthly; however, the exact frequency will be determined during implementation. The data management program shall store a searchable version of this list reviewable by program administrators. This list will be in a fixed field format and provided via a file transfer protocol (FTP) site. The vendor will access the ITD system via a virtual private network (VPN) and using web services to mark the noncompliant registrations and conversely reinstate those that become compliant after the revocation process. The vendor shall bear the cost of all

hardware and software to facilitate an automated tie-in between the systems. The successful vendor will be responsible for its hardware and software communicating with that of ITDs for the duration of the contract term, including making modifications in the event of changes to the ITD software.

The data management system shall be designed to employ variable and flexible automated data filtering and queries incorporating DEQ-approved triggers to identify indicators of noncompliance in order to support and enhance required auditing and enforcement capabilities and to track all enforcement actions. Such triggers shall include, but not be limited to, vehicle identification number (VIN) mismatch, vehicle passing minutes after failing, abnormal testing time, a large emissions reduction in short time, and a vehicle tested with a change in the test type.

The system shall be available on a web-portal interface, providing AQB and program stakeholders (e.g., DEQ, local Department of Motor Vehicles offices, and ITD representatives) with access to real-time data. Access shall be provided in the form of a dashboard containing components agreed upon between AQB and the vendor. The dashboard/vehicle information database (VID) shall be for collecting, storing, managing, administering, and reporting the information of the testing program. It shall be completely dedicated to the Air Quality Board Emissions Testing Program. The hardware and software of the VID shall interface with the inspection analyzers in real time. The VID shall have search functions that would allow an interactive view of historical data, such as, but not limited to, previous test history, registration status (expiration date), previous addresses, and previous owners (documented as a transaction). The VID shall track a vehicle's status within the program as compliant, revoked, registration expired, exempt, waived (with type), extended (with type), unassigned, on-hold, junked, sold, or out of state. The VID shall be able to timestamp any changes in vehicle status (e.g., revoked, reinstated, waived, vehicle information updated from ITD). The VID shall have the ability to record/document customer interactions through the use of a notes section; additional documentation may include pertinent information on vehicles and reasons for approval of waivers, extensions, and exemptions.

The VID shall have administrative function to manage and control program changes efficiently and effectively. Such functions shall include the ability to adjust testing parameters/cut points, update station and technical information, and lockout stations and/or technicians. Additionally, the VID shall give the program administrators the ability to perform waivers, extensions, and exemptions and manage the auditing processes. Licensed Emission Technicians at each station shall have the authority to grant waivers. The program's administrators shall have the ability to make adjustments to entries into the VID, such as incorrectly entered extensions, exemptions, and a change in vehicle status. The proposer shall be required to provide an example of how the proposed dashboard/VID will look and perform while incorporating the above listed minimums. Also, the VID shall show the appropriate emission test charge as per the station performing the emission test together with any processing fee that may apply to a vehicle being tested. . The "processing fee" is

assessed to owners of vehicles that do not comply with the dates for emission testing covered in the first notice.

During the implementation phase, the successful vendor, Air Quality Board, and program stakeholders (e.g., AQB, local Department of Motor Vehicles offices, and ITD representatives) will work together to determine the final operational aspects of the dashboard/VID. Following the implementation phase, any program corrections or modifications to the data management system shall be completed within a reasonable and mutually agreed on time frame.

All data provided and obtained through the contract term shall at all times be the property of AQB. Data shall be packaged into a SQL server *.bak file, accessible with SQL server version 2008 and made accessible on an FTP server for download whenever requested. At the end of the contract term or the termination of the contract, all data shall be provided to AQB in a mutually agreeable format.

Proposers should describe their proposed data management system and how it will comply with the requirements described above.

Proposed solution should utilize all existing VID capabilities without interfering with any current capabilities. Should the vendor wish to propose new analyzer equipment a separate section of the pricing proposal should indicate the inclusion of any new analyzer equipment required to perform all functions of the software upgrade included in this RFP.

E. PROCEDURES FOR QUALITY ASSURANCE CONTROL

The successful vendor shall design and implement a comprehensive quality assurance and quality control (QA/QC) program that focuses resources on program elements with the greatest potential for fraudulent and improper testing. A full description of the proposed QA/QC program shall include, but is not limited to, audits that will be performed and fulfillment of other QA requirements associated with documentation security, records, test procedures, and equipment, as described in 40 CFR 51.363. Should the existing AQB program analyzers already contain this element vendor's upgrade shall in no way cause a reduction in the existing QA/QC capabilities.

To support the goals and requirements of the AQB Emission Testing Program, the vendor shall develop and implement an interactive QA/QC database for planning, prioritizing, tracking, and reporting all audit functions and results and all AQB/DEQ/ITD related enforcement actions generated thereunder. The QA/QC database shall be accessible by AQB and the vendor's staff via a secure internet connection using an internet browser-based application. Access to real-time data shall be provided in the form of a web-portal interface to the dashboard/VID.

The successful vendor shall provide training for AQB, vendor staff, and other program stakeholders. In the event of a conflict of interest, the vendor shall hire an independent company to perform the conflicting audit/reporting functions. Auditing

may include vendor-provided covert auditing functions. The proposer may propose equipment and procedures, including security measures, for auditor in-field data entry and access to the QA/QC database.

The proposer shall propose methods for ensuring that test stations meet the QC requirements of 40 CFR 51.359, including, but not limited to, monitoring and recording equipment reliability, calibration, and tampering. The VID shall be designed to employ variable and flexible automated data filtering and queries incorporating AQB-approved triggers to identify indicators of noncompliance in order to support and enhance required auditing and enforcement capabilities and to track all enforcement actions. Audits shall be performed by AQB personnel. The QA/QC database shall contain the necessary functionality to enable such audits.

III. PRE-PROPOSAL MEETING AND QUESTIONS

A. Pre-Proposal Meeting

An optional Pre-proposal Meeting will be held at **9:00 a.m. local time on Monday, July 17, 2017**. The purpose of this meeting shall be to clarify any questions regarding these specifications. If necessary, following the Pre-proposal Meeting, a written addendum shall be issued to all proposers.

B. Questions And Additional Information

1. Neither the AQB nor AQB's Representative will give verbal answers to any inquiries regarding the meaning of the Request for Proposal or provide verbal instructions prior to the award. Any verbal statement regarding same by any persons, prior to the award, shall be unauthoritative.
2. Any explanation desired by proposers must be requested of Air Quality Board in writing, and if explanation is necessary, a reply will be made in the form of an addendum, a copy of which will be made available to each proposer who participated in the pre-proposal meeting. All questions must be sent to Air Quality Board, aqb@emissionstest.org and received no later than **Monday, July 24, 2017**, at **4:00 p.m.** local time.
3. All addenda issued to proposers prior to date of receipt of proposals shall become a part of this Request for Proposals and all proposals are to include the information described in all addenda issued. Each proposal submitted must specifically list all addenda.

IV. PROPOSAL SUBMISSION

A. Documents and Process:

1. Sign and return the **Proposal Response Cover Sheet**. The form must be signed by a company representative authorized to bind the proposer contractually (see **Requirements for Signing Proposals**).
2. Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section.
3. All addenda issued to proposers prior to date of receipt of Proposals shall become a part of these Instructions and/or the Agreement and all Proposals are to include the work described in all addenda issued. Each Proposal submitted must specifically list all addenda.
4. Written Proposals must be received by Air Quality Board Procurement, 41 S Baltic Place, Suite 200, Meridian, ID 83642 by **August 15, 2017, 4:00 p.m., local time**. All proposals will be date and time stamped as they arrive in Air Quality Board Procurement. Vendors shall submit six (6) hard copies and one (1) digital copy (CD or USB Thumb Drive) of the Proposal in a sealed envelope/package, which must be clearly marked "**RFP #1 Vehicle Inspection and Maintenance Program Software Upgrade**" on the outside of the envelope/package. Proposal forms shall be used by the Vendor. The Proposal shall be enclosed in a sealed, opaque envelope. No writing and/or marks on the outside of the sealed envelope will be considered as part of the proposal or as an amendment to the contents inside the envelope.

Proposals received after the due date and time will be non-responsive and will not be considered

5. Proposals received in compliance with Request for Proposals will be publicly opened and acknowledged by the Air Quality Board on **August 16, 2017** on or about 9:00 a.m. local time, in the Air Quality Board Conference Room, located at 41 S Baltic Place, Suite 200, Meridian, ID 83642.
6. The Air Quality Board expressly reserves the right to reject any or all Proposals or to accept the Proposal judged by it as most satisfactory for its requirements and also reserves the right to waive any informality in any Proposal.
7. No oral, electronic, digital, telephonic, or telegraphic proposals will be accepted.
8. The forms must be completely filled out in ink or typewriting with signature in long hand, and the completed forms shall be without interlineations, alterations, or erasure. Proposed amounts shall be written out and in figures. In case of a discrepancy between written statement and figures, the written statement shall govern.
9. Proposer's shall:

- (i) Carefully examine, Instructions to Proposer's, Proposer Form, Sample Contract, and all attachments and any addenda issued subsequent thereto;
- (ii) Include three (3) references from current and/or past customers that AQB may contact each with the attached question(s), and
- (iii) Provide full responses to all Proposal Content Requirements as detailed below.

10. The Proposer awarded the Agreement will not be allowed any extra compensation by reason of any matter or thing concerning that which such Proposer might have been fully informed prior to submitting a Proposal.

11. No Proposal shall be withdrawn after the opening of submittals for a period of thirty (30) days. However, a Proposer may withdraw a submittal at any time prior to the time scheduled for the opening of Proposals.

V. REQUIREMENTS FOR SIGNING PROPOSALS

The following requirements must be observed in the signing of Proposals when submitted:

- A. Proposals that are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
- B. Proposals that are signed for a Partnership shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by the General Partners.
- C. Proposals that are signed for a Corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word "By _____ (insert the officer's name)". If an official other than the President of the Corporation manually signs such a proposal, a document evidencing the authority of such official to sign the proposal shall be attached to it. All Corporate proposals shall also bear the attesting signature of the Secretary of the Corporation.
- D. Proposals that are signed for a Limited Liability Company shall have the correct company name thereof and the signature of the Manager(s), Member(s), or other authorized official manually written below the company name following the word By _____ (insert the official's name). The authorized Manager or Member who signs the proposal must match the Articles of Organization filed with the Secretary of State. If such a proposal is manually signed by someone other than the Manager(s) or Member(s), as listed on the Idaho Secretary of State's website, a document evidencing the authority of such person to sign the proposal shall be attached to it.

VI. PREPARATION OF PROPOSALS

- A. Failure to read the Request for Proposal and these instructions will be at the proposer's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the proposer. The DEPARTMENT assumes no liability for any costs incurred by proposers throughout the entire selection process.

VII. PROPOSAL INFORMATION

- A. Discussions with Proposers. The AQB reserves the right to enter into discussions with the highest ranked proposer(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the proposer whose proposal is deemed most advantageous, whichever is in the AQB's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the AQB reserves the right to enter into negotiations with the next highest ranked proposer without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The Air Quality Board will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Insurance Requirements. Proposers should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting agreement(s). Insurance information is provided in Exhibit B of the Sample Agreement. General Liability Insurance shall not be less than \$1,000,000 per occurrence. Workman's Compensation shall be according to State of Idaho requirements. The selected proposer will be required to provide insurance certificates and endorsements meeting all requirements at the time of notification of conditional award.
- D. Taxes. Proposer's shall include in their proposals all applicable taxes which are levied by Federal, State, or Municipal Governments upon the services, and the successful Proposer shall pay all such taxes and show evidence of payment as described in the Agreement.
- E. Rejection of Proposals:
 - 1. The Air Quality Board reserves the right to reject any or all proposals received. Furthermore, the Air Quality Board shall have the right to waive any informality or technical defect in proposals received when in the best interest of the Air Quality Board; and

2. No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to the Air Quality Board upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the Air Quality Board, or that may be deemed irresponsible or unreliable by the Air Quality Board selection committee.

VIII. QUALIFICATION OF PROPOSERS

- A. Proposer's shall be responsible for complying with all applicable provisions of the Idaho Code as it relates to submittals of this project or provision of the services.
- B. State or federal funding may be utilized for some positions on this Project. By submitting this proposal, the proposer warrants and certifies that he is eligible to submit a proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any federal department or agency. Proposers listed on the www.sam.gov website (formerly the Excluded Parties List System) will not be accepted and will be "non-responsive."
- C. Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- D. Vendors, prior to the execution of the Contract, shall be licensed to do business in the State of Idaho. If unsure if your company is licensed in Idaho please refer to the Idaho Secretary of State.

IX. PROPOSAL SECURITY AND BONDING

No Proposal Security shall be required.

- A. Bonding. After the contract is awarded but before the contract is signed by AQB, the successful Proposer must furnish a performance bond, in the amount of 100% of the contract amount. The bond shall be provided by a surety company or companies with AM Best rating(s) of A-VIII or better. If the surety does not have a current AM Best rating it must be currently certified by the U.S. Department of Treasury as an approved surety with an underwriting limitation greater than the bond amount. All sureties must be authorized to do business in the state of Idaho. All bonds shall name the Air Quality Board as obligee with a copy of the bond provided to the Air Quality Board. The Proposer shall include the premiums for such bonds in the proposal pricing. AQB shall provide a letter certifying the contract award prior to the signing of the contract in order to expedite the issuance of the performance bond.

X. EXCEPTIONS TO REQUEST FOR PROPOSALS

- A. If proposer takes exception to any term or condition set forth in this Request for Proposals and/or any of its Exhibits and Attachments, said exceptions must be clearly identified and submitted in writing to Ada County Procurement no later than 4:00 p.m. local time, **July 24, 2017**. Exceptions may be communicated via email.
- B. If the AQB omits anything from this RFP that is necessary for a clear understanding of the Request for Proposals, or if it appears that portions of the Request for Proposal are in conflict, the proposer shall request written instructions from AIR QUALITY BOARD Procurement no later than 4:00 p.m. local time, **July 24, 2017**. Clarification(s) may be communicated via email.

XI. CONFIDENTIALITY

- A. Data contained in the Proposal and all documentation provided therein becomes the property of the Air Quality Board and the data becomes public information upon opening of the Proposal. If the Proposer wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of "trade secret" contained within Idaho state and local statutes. All "trade secret" information the Proposer wishes the Air Quality Board to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked "Trade Secret" on the outside of the package. Each page inside the package must also be clearly marked as "Trade Secret." Should the Air Quality Board be challenged in court by a third party for a decision to withhold or redact information so identified by the Proposer, the Proposer agrees to indemnify, defend, and hold harmless Ada County for any judgments, attorney fees, and/or court costs associated with asserting that the documents contain "trade secret" information. Proposer agrees and acknowledges that the Proposer's Proposal Form is a disclosable public record. Air Quality Board reserves the right to make an independent discretionary decision whether or not the documents marked as "Trade Secret" qualify as such pursuant to the Public Records Act. All documents not marked as "Trade Secret" are subject to release in compliance with the Public Records Act.

XII. PROCESS OF REVIEW AND AWARD

- A. After the proposals are opened Air Quality Board Procurement will review the proposals for compliance with the Request for Proposals and Idaho Code. All proposals that meet the requirements listed in this Request for Proposal will then be evaluated by the Selection Committee.
- B. The Selection Committee will review all written Proposals. From the review process, the Committee will rank the proposals using the established Evaluation Criteria listed in the Proposal Content and Evaluation section. After that review a written

recommendation will be made to the Air Quality Board of Directors. Proposers will be supplied with a copy of the recommendation on or about **August 21, 2017**.

- C. Air Quality Board Procurement will recommend the agreement be awarded to the responsive proposer achieving the best score on the evaluation criteria. **Such recommendation shall subject to a vote of the AQB Board anticipated on August 28, 2017.**
- D. Any proposer's protest of the recommendation must be in writing and received by the Air Quality Board, 41 S Baltic Place, Suite 200, Meridian, ID 83642, no later than 4:00 p.m. local time on **August 25, 2017**.
- E. The selected proposer shall be required to enter into a written agreement on or about **September 7, 2017**, in substantially the form as shown **Exhibit B Sample Agreement** in which shall be the basic form used to develop the final agreement.
- F. Signature on the **Proposal Response Cover Sheet** acknowledges that the proposer is willing to enter into the agreement if awarded the contract. Proposers are advised to read thoroughly the Sample Agreement, as the selected proposer will be required to comply with its requirements subject to any mutually agreed to modifications.

PROPOSAL CONTENT & EVALUATION CRITERIA

Proposals/Responses to this RFP must be organized as outlined below. Proposals not organized as outlined below, not containing the information specified, or not containing sufficient detail may receive a lower rating when evaluated. Proposals should not include company marketing material and must be less than thirty (30) pages. The Proposal must address the following areas at a minimum:

I. PROPOSAL CONTENT

- A. Proposal Response Cover Sheet. This is to be the first document of the Proposal. It must include the legal name of the Proposer, the name of a contact person and title, and contact information. Cover Sheet must have the proposal amount both in figures and written. All addenda issued shall be acknowledged by checking the box of the addenda number and inserting the date it was issued.
 - i. Proposal Signature Pages. This is to be the second document of the Proposal. Proposal must be signed by the authorized representative of the Proposer, and must represent that said representative has read the contents of the RFP; any subsequently issued Addenda and has no more objections to the requirements therein, other than what may be stated therein. For instructions regarding

signatures, see Requirements of Signing Proposals section below. Proposer's business license number must be included on Proposal Signature Page.

- ii. Subcontractors. Proposer shall identify all subcontractors.
 - iii. Proposer shall identify any/all business references.
- B. Letter of introduction. Provide a letter of introduction as the first document of the Proposal. Briefly introduce your company, provide the location of the office that will be primarily responsible for the work, and identify the contact person in your organization for correspondence with County. Also, include email and telephone numbers for the contact person. Provide the name of the person legally authorized to contract for your company.
- C. Company History. Provide a brief history of your company. Include the number of offices, total number of employees, and type of services that your company performs. Provide a list of all offices in Idaho and the Pacific Northwest.
- D. Unique Qualifications. Please present information concerning your company's unique qualifications for performing the services required in this RFP. Identify staff that is trained or exceptionally knowledgeable in the services required in this RFP.
- E. Project Experience. Provide a summary of your company's experience in providing the services required in this RFP, in which your company was the prime contractor. Detail the locations, types of services performed, and examples or provide links to web-based products (limit the number of examples to between three and five projects). In particular, highlight previous experience with City, County or other governmental entities. **Provide at a minimum three (3) client references (including names, titles and telephone numbers)** for similar services, as required in this RFP, that your company has provided. By providing such references you agree that neither the Air Quality Board nor the clients referenced shall have any liability regarding the provision of such references or the Air Quality Board's use of such references in making selections under this request for proposal. References may be included in the Proposal submitted to AQB so long as the questions asked on the reference form provided herein are answered satisfactorily and references be on the referee's letterhead. A member of the AQB Board may be asked to conduct a telephone interview with each reference given should written references not be provided.
- F. Proposed Approach To Project. Explain your company's overall approach toward the Scope of Work in Exhibit A and the coordination of activities necessary to provide the services as required in this RFP. Proposed approach to project should not exceed twelve (12) pages. Proposed approach shall include but not be limited to:
- i. A phased timeline with monthly milestones that correspond to, or approximate, the requirements in this RFP

- ii. Project Management
 - a. How will costs be minimized?
 - b. How will issues/conflicts be resolved?
 - c. Quality control?
- iii. Risk Assessment
 - a. What are the risks to this project?
 - b. How do you plan to mitigate the risks you have identified?

G. Financial Information. Each Proposer should note that Air Quality Board reserves the right to purchase credit reports and additional financial information as it deems necessary. The Proposer **may** provide any financial information that it deems relevant to AQB's possible concerns regarding the Proposer's financial stability and ability to perform under the terms of this RFP.

H. Key Personnel. Provide a list of key personnel who have specialized experience and expertise relating to the services required in this RFP. List only those that are likely to actually perform the work described in this RFP. Provide curriculum vitae for each that details their education, experience, and special expertise. Also include the company name and key team members of any subcontractors you anticipate using for this Project.

I. Is your company currently involved in arbitration and/or litigation for any reason? If so, provide a response to this question and explain.

J. Have you or your company ever filed for reorganization or bankruptcy during the past five years? If so, provide dates and resolution.

K. Affirm that your company is willing to sign the Air Quality Board Agreement. A sample is attached to this RFP as "Exhibit B" for your reference.

II. EVALUATION CRITERIA

A. The Selection Committee ("Committee") will review all written Proposals. The review process may involve personal interviews with a representative of the Contractor and/or a request for additional business financial records. From that review process, the Committee will rank the Proposals in an order representing the Committee's evaluation of the Contractors' ability to provide the services required in this RFP, using the established Evaluation Criteria listed below. A list of ranked Proposals shall be submitted to the Air Quality Board and its Chairman for approval and adoption.

- B. Following adoption of a ranked list by the Air Quality Board, the Selection Committee will begin further negotiation starting with the number one (1) ranked proposer. If unable to complete a contract, the Selection Committee shall negotiate with the next ranked proposer.
- C. The Air Quality Board reserves the right to accept or reject any or all Proposals.
- D. Evaluation Criteria.

2.1 Technical Proposal (300 points)

A complete technical proposal will address the following elements:

- Network type
 - Completeness and quality of proposed testing process
- Data management
 - Compatibility with existing state data systems
 - Ability of system to handle program growth
 - Ability of system to meet all data storage and reporting requirements
 - Inspection center data management process
 - Process designed to minimize possibility of fraud
 - Process designed to minimize errors
 - Ability for “ease of change” if program changes are identified
- QA/QC procedures
- Project reporting including all reports to DEQ, ITD, EPA and AQB internally
- Processing fee collection and payment process including Certificates of Compliance sale to stations
- Process established for handling waivers (hardship, repair, extension, etc.)
- Registration revocation and reinstatement
- Public information
 - Ability to provide program information to the public efficiently and effectively thru Air Quality Board website within statutory timeframes
 - Provide files necessary to expedite printing of vehicle owner notices in timely fashion and proper file format
- Program training
 - SOP and personnel training manuals
 - Customer service training for key personnel
 - Technician/station training
 - Continuing education for Technicians and Station Owners & License renewal
- Licensing of inspection stations, retest stations, and technicians
- Implementation schedule
 - Ability to initiate system testing by November 15, 2017
 - Solution Implementation by January 1, 2018

2.2 Qualifications (200 points)

Company background/experience

- Experience managing I/M programs
- Experience providing data management services for I/M programs
- Company structure
- Company references

2.3 Personnel (100 points)

- Expertise of key staff members in the following areas: managing I/M programs, providing customer service to an assortment of customers, and providing data management services for I/M programs
- Key personnel resumes

2.4 Cost Proposal (400 points)

Price proposals are then evaluated using the following formula, where the maximum points are 400.

- Lowest Proposal price = 400 points
- Calculations for next Proposal price:
 - $\text{Lowest Proposal price} \div \text{next Proposal price} \times 400 = \# \text{ of points}$
 - Example: $(\$12 \div \$15) \times 400 = 320 \text{ points}$

Final Scoring

A final score is computed by summing scores from the technical approach, qualifications, personnel, cost proposal, and oral presentation (where applicable). The proposer with the highest score is ranked first. Other proposers are ranked accordingly. The highest-ranked proposer is considered the proposer to whom a contract may be awarded. The final scores are reviewed and approved by the Air Quality Board Executive Director, who then authorizes the grants/contracts officer to proceed with notification. All proposers receive notification of proposal evaluation results by certified mail as well as electronically.

First Document in Proposal Packet

PROPOSAL RESPONSE COVER SHEET

RFP#1 Vehicle Inspection and Maintenance Program Software Upgrade

Name of Provider: _____

Address: _____

Contact Name: _____

Email: _____

Phone number(s): _____

TO: ADA COUNTY AIR QUALITY BOARD

1. Scope of Work. The undersigned, having familiarized itself with the local conditions affecting the cost of the work, and with all criteria included within or referenced by the Request for Proposal (“RFP”) packet, including the Instructions to Proposers, Proposal Response Cover Sheet, Agreement (“Contract”), contained in RFP#1 Vehicle Inspection and Maintenance Program Software Upgrade, and any addenda and exhibits issued and attached to the RFP packet on file in the office of Air Quality Board Procurement located at 41 S Baltic Place, Meridian, ID 83642, does hereby propose to perform everything required to be performed, to complete the project, and furnish all the labor, materials, equipment, coordination, testing, permitting, all necessary tools, expendable equipment, and all utility and transportation services necessary to perform, and to complete in a workmanlike manner all of the work required by the Contract Documents and addenda in connection with the design and construction of the RFP#1, Vehicle Inspection and Maintenance Program Software Upgrade (“Project”), as follows:

Base Proposal Amount

Value of services proposed as set forth in RFP #1 Vehicle Inspection and Maintenance Program Software Upgrade, including addenda. State your proposal price in both figures and written:

\$ _____ annually or \$ _____ per emission test (Choose One Method)
(figures)

\$ _____
(written)

Additional Services. Additional necessary services not contemplated under the terms of this RFP shall be completed by CONTRACTOR for AQB at the rate of \$ _____ per hour.

In submitting this proposal, it is understood that the right is reserved by the Board of Ada County Commissioners to accept or reject any or all proposals.

Addenda. Proposer hereby expressly acknowledges receipt of the following addendum (addenda) to the Contract Documents:

- # 1 Dated _____
- # 2 Dated _____
- # 3 Dated _____

Right to Reject Proposals. In submitting this proposal, it is understood that the right is reserved by the Air Quality Board to reject any and all proposals, including any and all options. It is agreed that this proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

Compliance with Instructions to Proposer's. Proposer has read and understands the Instructions to Proposer's and agrees to comply therewith.

Subcontractors. The undersigned proposes to use the specialty and other subcontractors listed in Subcontractors list. Failure to list each subcontractor's name, address, value, and license number called for on this proposal form will result in the Proposal being deemed non-responsive.

Performance Bond. A performance Bond shall be provided at contract signing as provided by Section IX of the RFP.

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS HERETO the undersigned has set his (its) hand this _____ day
of _____, 2017.

Name of Firm:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

IF CORPORATION

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its duly authorized officer this _____ day of _____, 2017.

Name of Corporation:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

ATTEST:

Secretary of Corporation (Signature)

Secretary of Corporation (Printed Name)

State of Idaho Business License Number

IF LLC

IN WITNESS HERETO the undersigned has set his (its) hand this _____ day
of _____, 2017.

Name of Firm:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

State of Idaho Business License Number

SUBCONTRACTORS

The Proposer certifies that the following subcontracting firms or businesses will be awarded subcontracts for portions of the Project in the event that the Proposer is awarded the Contract. Proposer may enter "N/A" if the work of the particular subcontractor trade is not required or will be self-performed. Proposer must be appropriately licensed for any work self-performed.

Proposer may use additional sheets to provide this information, if required.

SUBCONTRACTORS

1.	_____	_____
	Subcontractor:	

		Address

	_____	_____
	Value of Subcontract	License Number and Grade
2.	_____	_____
	Subcontractor:	

		Address

	_____	_____
	Value of Subcontract	License Number and Grade
3.	_____	_____
	Subcontractor:	

		Address

	_____	_____
	Value of Subcontract	License Number and Grade

Performance Evaluation Reference Check Form for RFP #1

A performance evaluation reference is requested from your company/agency as a (current) (former) (both) client doing business with_____.

The performance evaluation reference is sought as part of a request for proposals (RFP) for which the proposer is submitting a competitive proposal to provide services to the Air Quality Board of Ada County.

Organization/company/agency providing information:

(Please print)

Name and title of contact person:

(Please print)

Telephone, fax, and e-mail of contact person:

(Please print)

AQB Complete this form no later than August 15, 2017

To the Interviewer:

Check each category where tasks have been satisfactorily performed by the proposer within the context of the business conducted between the proposer and your organization, company, or agency. At the end of this form, please provide comments or explanation of any category that has not been checked as satisfactory on the back of this form.

- Controlled costs according to contract budget.
- Demonstrated ability to understand all tasks and services identified as contract obligations.
- Completed all tasks and services identified as contract obligations.
- Met required schedule for all deliverables.

- Delivered satisfactory work. (Satisfactory work is defined as accurate, complete, and produced with a professional appearance, which includes correct formatting, punctuation, spelling and ability to be understood.)
- Demonstrated overall ability to work cooperatively and communicate on all aspects of contract.

Comments/explanation for any category found to be unsatisfactory in work provided:

EXHIBIT A

SCOPE OF WORK

I. OVERVIEW:

The project contemplated by this RFP involves the design of a new electronic data reporting and management system to interact with the Air Quality Board, its Emission Testing Station Owners, and Analyzer vendor utilized by station owners, the Idaho Department of Transportation, The Idaho Department of Environmental Quality and the US Environmental Protection Agency. The problem currently faced has been caused by the antiquated nature of current programming together with the amount of manual labor required in order to perform data management currently. Data is being either lost or more difficult to retrieve. The Assessment of a “Processing Fee” applicable to certain vehicle owners not testing within statutory time constraints is needed as well as the sale of Certificates of Compliance at the Analyzer. Also contemplated in the solution covered under the RFP are the training, testing and licensure of Station Owners and Emission Technicians.

II. OBJECTIVES / GOALS:

1. *High level objectives of the project* The goal for this RFP is to further automate to the highest extent currently possible the data management system utilized by the Air Quality Board.
2. *Goals* for this project include but are not limited to the following;
 - Automatic daily download of ITD data used by AQB in creating and managing the database
 - Automating all data collection and management of data received by AQB from station analyzers
 - Ability to charge a “Processing Fee” at the analyzer based upon date of testing, i.e. assessed to those owners of vehicles that are not tested within the statutory window created by the initial testing notice sent from AQB.
3. *Expertise Needed* Experience managing Emissions testing programs as well as all aspects of IT interface with analyzer equipment, local agencies, state agencies and the EPA. Thorough knowledge of programming methods and needs in order to accomplish same.
4. *Expectations / Outcomes* It is expected that, once the contract covered by this RFP has been awarded, the programming finished and tested that the Air Quality Board will be able to utilize the database to run all functions necessary to accomplish their mission, including but not limited to that/those functions currently being performed as well as the additional functions contemplated in this RFP.
5. *Project Management Procedures (QA/QC)* There should be a dedicated IT professional assigned to the Air Quality Board account with a thorough knowledge of the AQB programs and AQB database needs.

6. *Warranty, Acceptance, Service Levels, Maintenance* After required testing the vendor shall warrant that the programs installed will run the required database and database maintenance functions in an acceptable manner. Acceptable shall include returning calls from AQB within 4 hours' time or next business day, whichever is less.
7. *Risk Mitigation (health, safety, financial, legal, technical, functional, mechanical etc.)* Software shall run with a 95% "uptime" minimum and shall perform the required tasks according to the prescribed timetables required by AQB.

III. REQUIRED DELIVERABLES / TASKS:

The tasks to be completed under this scope of work are as follows:

1. Record Handling Tasks:
 - Import, analyze and normalize current local MVR and AQB data into new database
 - AQB record editing functions
 - MVR and AQB database searching
 - Incorrect test/Registration/VIN/Plate/Data reconciliation functions
 - Manual test data input for out of state vehicles
2. Merge Program Tasks
 - Automatically retrieve new data, at a minimum, once per day from ITD web service and import into AQB database. This replaces current manual process.
 - Automatically retrieve test data from Ada County Station Analyzers
 - Automatically retrieve test data from Canyon County Station Analyzers
 - Automatically send and receive test data with Canyon County
 - Process new ITD data and update AQB data. Name, address, plates transferred, new registration, etc.
 - Identify problems for manual resolution. Registration moved, registering out of county, license plate moved to different vehicle, license plate/VIN mismatches, etc.
 - Prepare Carfax/Experian Files
 - Sort out Ada County vehicles with zip code 83687
 - Sort out Kuna City from Kuna (Ada County) vehicles
3. Notice Cycle Tasks
 - Automatically update notification status in AQB database based on business rules
 - Generate print job files for pending, 1st notice and warning notifications automatically or on-demand
 - Inspection Software Update – Provide notification of the number of vehicles expected to be tested in the next 30 days, including late vehicles
4. Enforcement Tasks
 - Automate vehicle registration/revocation/reinstatement/etc. for ITD using web services instead of manual entry on ITD mainframe interface
 - Generate revocation/reinstatement/etc. requests to ITD automatically

- Submit revocation/reinstatement/etc. requests to ITD automatically
 - Reciprocity tests, both ways
 - Out of state tests
 - Information for each Inspection Station shall be reported separately for each type of vehicle subject to the program. The reports shall also include summaries of all equipment calibrations and other QC activities
 - All violations by stations and/or inspectors discovered through the audit program
 - All exemptions, extensions, write-ups and waivers granted, deemed incomplete, or denied; all vehicle emissions inspections performed; all station licenses issued, renewed, revoked or denied and all inspector (technician) licenses issued, renewed, denied or revoked.
 - All visual or fail then pass for vehicles whether from Ada or Canyon County if tested in Ada County to include Visual CAT, Visual AIS, Visual Cap and Visual Mil
 - All type of waivers including manual for hardship
 - All exemptions, i.e. Propane, Hybrid, First Years, etc.
 - Initial tests not paid
 - Retest not paid
 - Failed OBDII for readiness paid
 - Failed OBDII for Readiness not paid
 - Failed TSI not paid
 - VIN decoding software all vehicles
 - Total aborted tests as well as individually to determine reason
 - OBD/VIN mismatches
5. Miscellaneous Tasks
- Add processing fee (late fee) to inspection software and VID for all vehicles that received a warning notice
 - Inspection Station Billing Invoice Generation
 - Certificate Inventory on Analyzer Equipment
 - Certificate Sale on Program Website
 - Update/Upgrade to fully automated EQA Report Generation wherever possible
 - Monthly Operational Summary Report for all tasks performed each month as well as by Station
6. Services to be delivered no later than 50 business days for installation/testing, 62 business days until going “live”, this from date of contract signing

III. DISCLOSURES

Required to facilitate ease of proposal comparison

1. Breakdown of cost to print & mail notices, i.e. postage, sorting, address cleansing, etc. AQB wishes the option to perform printing & mailing services locally. Description on a per-piece basis for printing, a per-piece price for postage and other charges on a per occurrence basis, this coming from the Print/Mail vendor of Proposer. Print/Mail facility should be listed as a sub-contractor. Should proposer wish not to do printing and mailing AQB will factor in its own pricing.

Exhibit B

Sample Agreement

I. DEFINITIONS

- A. AQB shall mean the Ada County Air Quality Board, any division, section, office, unit, or other entity of that AQB, or any of the officers or other officials lawfully representing that AQB.
- B. CONTRACTOR shall mean that individual, partnership, corporation, or other entity performing services under this CONTRACT. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. It shall mean acting in an independent capacity, not as an officer, employee, or agent of the AQB. It shall mean one who can provide the same or similar services to individuals or entities other than the AQB.
- C. CONTRACTING OFFICER shall mean that person appointed by the AQB to administer this CONTRACT on behalf of the AQB. The term includes, except as otherwise provided in this CONTRACT, an authorized representative of the CONTRACTING OFFICER acting within the scope of his/her authority.
- D. CONTRACT shall mean the originally negotiated and executed CONTRACT (including Riders and Appendices), any negotiated and executed AMENDMENT to this contract and/or any TASK ORDER negotiated, executed and implemented pursuant to provisions of this contract.
- E. COMPLETION DATE shall mean the date upon which all development and testing shall be done and the product contemplated hereunder shall be warranted to work according to the terms of this RFP. Failure to meet the completion date shall result in a penalty of \$500 per work day until such time that product is working in a manner acceptable to AQB. The Completion date contemplated herein shall be no greater than 62 business days from the date of signatures affixed hereto.

II. RELATION OF PARTIES

- A. The parties intend to establish an Independent Contractor/Principal relationship by this contract.
 - 1. CONTRACTOR certifies that they are an Independent Contractor, and as an Independent Contractor will file all required forms and make the necessary payments appropriate to his Independent Contractor tax status.
 - 2. CONTRACTOR acknowledges that their status as an Independent Contractor complies with Treasury Regulations, Subchapter C, Sec. 31.3121 (d)-1.
- B. The AQB is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the AQB for any purpose, and neither the CONTRACTOR nor their employees are entitled to any benefits of employment provided by the AQB to its employees.
- D. It is understood that the AQB does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the AQB, so long as

there is no interference with the performance of this Contract.

III. TERM OF AGREEMENT AND TERMINATION FOR CONVENIENCE

- A. The Term of this Agreement shall be 60 months from the date of execution. Two subsequent 36 month renewals shall be allowed as long as price difference shall be mutually agreeable and with the concurrence of the Air Quality Board of Directors. Renewals are not guaranteed.
- B. The AQB or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- C. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

IV. TERMINATION FOR DEFAULT

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the AQB may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the AQB.
- C. If termination for default is effected by the AQB, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
 - 1. The AQB shall withhold any uncommitted funds for work not performed;
 - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the AQB because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the AQB, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.
- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
 - 2. Deliver or otherwise make available to the AQB all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.
- F. Upon termination under paragraphs A. or B. above, the AQB may take over the work and may award another party a contract to complete the work under this CONTRACT.

- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the AQB. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

V. ADDITIONAL PROVISIONS

Additional provisions, if any, are incorporated by reference on the cover sheet of this contract.

VI. INDEMNIFICATION

- A. The CONTRACTOR shall indemnify, defend, and save harmless the AQB, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the CONTRACTOR or subcontractor caused by or arising out of the CONTRACTOR'S negligent performance, act, or omission of any term of this contract..
- B. The AQB shall indemnify, defend and save harmless the CONTRACTOR, its officers, agents, employees and subcontractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the AQB to the extent caused by or arising out of the AQB's negligent performance, act or omission of any term of this CONTRACT. Nothing in this provision shall extend the liability of the AQB beyond that provided in the Idaho Torts Claim Act, Idaho Code 6-901 et.seq.
- C. As an Independent Contractor, CONTRACTOR is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for Federal and State purposes. The AQB shall not be responsible for these employee related benefits and tax items, and shall be indemnified and held harmless from any liability, cost or expenses, including any interest, penalties and attorney's fees, that may be connected with the CONTRACTOR'S failure to provide or pay such items.
- D. The CONTRACTOR will maintain Worker's Compensation Insurance and will provide certificate of same. Failure to provide a Certificate of Worker's Compensation insurance may result in a price adjustment to cover any cost to the AQB of providing the necessary worker's compensation insurance. The AQB will not assume liability as an employer. The CONTRACTOR must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. A general liability insurance policy shall also be maintained with AQB listed as an additional insured. Such general liability insurance coverage shall not be less than \$1,000,000 per occurrence.
- E. Bonding. After the contract is awarded but before the contract is signed by AQB, the successful Proposer must furnish a performance bond, in the amount of 100% of the contract amount. The bond shall be provided by a surety company or companies with AM Best rating(s) of A-VIII or better. If the surety does not have a current AM Best rating it must be currently certified by the U.S. Department of Treasury as an approved surety with an underwriting limitation greater than the bond amount. All sureties must be authorized to do business in the state of Idaho. All bonds shall name the Air Quality Board as obligee with a copy of the bond provided to the Air Quality Board. The Proposer shall include the premiums for such bonds in the proposal pricing. AQB shall provide a letter certifying the contract award prior to the signing of the contract in order to expedite the issuance of the performance bond.

VII. ASSIGNMENT AND SUBCONTRACTING

- A. This CONTRACT is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this CONTRACT shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this CONTRACT. Use of SUBCONTRACTORS by the CONTRACTOR, or subsidiary or affiliate firms of the CONTRACTOR, for technical or professional services shall not be considered an assignment of a portion of this CONTRACT.
- B. The parties agree that no services required under this CONTRACT may be performed under SUBCONTRACT unless both parties agree in writing.
- C. Approved subcontracts will contain all appropriate Federal and State requirements and such conditions and provisions as the AQB may deem necessary.
- D. The CONTRACTOR understands and agrees to assume sole responsibility for the satisfactory performance of all subcontractors and subcontracted services.

VIII. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of ten (10) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

The CONTRACTOR shall also maintain financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.22 (for negotiation of this CONTRACT), or negotiated change order, and a copy of the cost summary submitted to the AQB. The CONTRACTOR will obtain written approval from the AQB prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the AQB, any other agency of the State of Idaho or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

The CONTRACTOR will provide proper facilities for such access and inspection. This CONTRACT may be terminated upon any refusal of the CONTRACTOR to allow access to the records as described above.

- B. Audits.
 - 1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
 - 2. The AQB'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The AQB shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the AQB shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c)

select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
 - 1. To the extent the records pertain directly to performance of this CONTRACT;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - 3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the AQB.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

The CONTRACTOR will maintain an ongoing analysis of project performance as it relates to project goals and objectives. Whenever the CONTRACTOR determines that goals are not being met as specified in the CONTRACT, the CONTRACTOR will develop a corrective action plan to meet those goals. On a monthly basis, the CONTRACTOR will be required to submit a report of the corrective action taken or planned. Unless otherwise specified in the statement of work in an AMENDMENT or TASK ORDER, the report will be due no later than the 10th of the following month.

X. CONFIDENTIALITY

- A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any other information or records including originals, copies, drafts, abstracts or information in any form generated or otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the AQB except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the AQB. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The AQB will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.
- B. All such materials shall be the property of the AQB and shall be returned to the AQB within eighty (80) days of expiration or termination of the CONTRACT or upon written demand of the AQB.
- C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection X.A of this Contract by explicit reference or provision in each SUBCONTRACT.

XI. LEGISLATIVE STATUATE & ORDINANCE CONTINUATION REQUIRED

It is understood and agreed that the AQB is a government entity, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho, the Idaho Department of Environmental Quality or Ada County beyond the term of any underlying statute by the State Legislature as may exist from time to time or the flow of revenues to the AQB from emission testing fees. In the event the Legislature of the State of Idaho changes any statute affecting the continued operation of the AQB and/or the enabling Ordinance(s) of any municipality in which AQB does emission testing cease to exist all future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice to the CONTRACTOR.

XII. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Air Quality Bureau or the Idaho Department of Environmental Quality and are available for inspection by the CONTRACTOR.

XIII. OBLIGATIONS OF THE CONTRACTOR

A. AUTHORIZATION TO PROCEED

The CONTRACTOR will not begin work on any services until this CONTRACT, any AMENDMENT(S) or TASK ORDER(S) have been signed by the AQB, the effective date has been filled in and that date has arrived and passed. The CONTRACTOR, SUBCONTRACTOR or their employees shall not render services to the AQB under the terms of this CONTRACT until the CONTRACT has been fully signed by each party and the CONTRACT has become effective. Furthermore, the AQB is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the signature of the AQB and the arrival of the effective date of this CONTRACT. No employee or agent of the AQB may authorize reimbursable services to the CONTRACTOR except the Director of the AQB in writing.

For CONTRACTS utilizing TASK ORDERS, authorization to proceed on work as to scope, cost and time for completion shall be in the form previously described for TASK ORDERS. Each TASK ORDER shall have:

1. A preamble referencing the AQB, the CONTRACTOR, PROJECT, TASK, TASK ORDER NUMBER and this CONTRACT.
2. A description of the services to be provided, including work products, and the estimated time schedule for completion.
3. Any special conditions not covered in this CONTRACT.
4. ATTACHMENTS and SIGNATURES sections.

B. The CONTRACTOR'S obligations under this Section are in addition to the CONTRACTOR'S other obligations under this CONTRACT.

XIV. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:

1. Title VI of the Civil Rights Act of 1964, as amended;

2. Section 504 of the Rehabilitation Act of 1973, as amended; and
 3. The Age Discrimination Act of 1975 as amended.
 4. The Americans With Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
 2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;
 3. Section 503 of the Rehabilitation Act of 1973, and
 4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 31.36(e) in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
 2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.
- E. The CONTRACTOR agrees to verify and ensure that all individuals in their employ are eligible under federal and state law to work in the United States.

XV. CONFLICT OF INTEREST

- A. Organizational Conflicts of Interest
1. The CONTRACTOR warrants that to the best of the CONTRACTOR'S knowledge and belief, there are no relevant facts or circumstances which could give rise to actual, apparent or potential organizational conflicts of interest or that the CONTRACTOR has disclosed all such relevant information.
 2. The AQB reserves the right to procure services from contractors other than the CONTRACTOR in the event the CONTRACTOR has an irresolvable conflict of interest which cannot be avoided. Such conflicts may include status as a potentially responsible party; present or proposed contractual arrangement with a potentially responsible party to be studied; present or proposed contractual agreements with a firm that manufactures or sells any substance or item to be studied,

or present or proposed contractual agreements with a firm that manufactures or sells any substance or item in competition with a substance or item to be studied under this proposed contract.

3. Upon receipt of a work assignment, the CONTRACTOR shall identify any potential conflict of interest in its performance of services contemplated by the work assignment. If the AQB determines that the CONTRACTOR has an irresolvable conflict which cannot be avoided, Section III and/or IV of this Contract will apply. The CONTRACTOR shall provide a Project Team which is qualified and free from potential conflict of interest to perform the services required by this CONTRACT, AMENDMENT(S) and/or taskorders(s).

B. Individual Conflicts of Interest

With regard to individual employees performing services under this CONTRACT, the CONTRACTOR shall:

1. Notify the AQB of any actual, apparent or potential conflict of interest involving any individual employee proposed to perform services under this CONTRACT, AMENDMENT(S) and/or TASK ORDER(S). In the event of any conflict of interest, the individual employee may be disqualified by the AQB from taking part in any services creating the conflict of interest.
2. Require each individual professional employee proposed to work on any TASK ORDER to sign a copy of the "Individual Employee Agreement".

XVI. CONTRACT DATA

The CONTRACTOR and the AQB assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated CONTRACTS, lower tier SUBCONTRACTS and change orders are based on correct, accurate and complete data supported by their books and records. If the AQB or appropriate Federal agency determines upon agreement by the CONTRACTOR that any price (including profit) negotiated in connection with this CONTRACT, lower tier SUBCONTRACT or AMENDMENT(S) and/or TASK ORDER(S) thereunder was increased by any significant sum because the data provided are incomplete, inaccurate or not current at the time of submission, then such price, cost or profit shall be reduced accordingly and the CONTRACT shall be modified in writing.

XVII. EMPLOYMENT

The CONTRACTOR shall not accept employment from any party other than the AQB, or Federal agencies, for work directly related to the Site (services) covered under this CONTRACT for a period of three (3) years from termination of the CONTRACT, or until any litigation related to the Site is completed, whichever is longer, unless it has received written release of this restriction from the AQB.

XVIII. SEVERABILITY

If any term or provision of this CONTRACT is held by the courts to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the CONTRACT did not contain the particular term or provision held to be invalid.

XIX. NON-WAIVER OF BREACH

Failure of the CONTRACTOR or the AQB to insist upon strict performance of any of the covenants and conditions of this CONTRACT, or to exercise any option herein conferred in any one or all instances, shall not be construed to be

a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the CONTRACTOR or the AQB.

XX. LICENSES

For the duration of this CONTRACT, the CONTRACTOR will remain in effect and have in possession all applicable licenses required by federal and state statutes and county and city ordinances, including an Idaho business license, if so required.

XXI. CLEAN AIR AND CLEAN WATER ACTS

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11738 and the Environmental Protection Agency Regulations (40 CFR, Part 15). All violations are to be reported to the appropriate federal or state agency.

XXII. GOVERNED BY THE LAWS OF THE STATE OF IDAHO

This CONTRACT shall be governed by the laws of the State of Idaho and performed therein.

XXIII. NOTICE OF CONTRACT EFFECTIVENESS

It is understood that this document is not effective until the appropriate CONTRACTING OFFICER has signed the document, the effective date has been filled in by the CONTRACTING OFFICER, and that date has arrived or passed. Neither the CONTRACTOR nor his organization will render services to the AQB under the terms of this document until the document has been fully signed by each party and the Contract has become effective. Furthermore, the AQB is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the appropriate signature by the CONTRACTING OFFICER of the AQB and the arrival of the effective date of this Contract.

CONTRACTOR'S Initials _____ Date _____

XXIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR understands that false statement on this certification may be grounds for termination of the contract. In addition, under 18 OUSC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

XXIV. LEVEL OF SERVICE AND LIQUIDATED DAMAGES

It is agreed and understood that it is of utmost importance that AQB remain “on-line” and able to conduct its business. The Contractor shall, at all times, respond to notices/inquiries for service within 4 business hours and shall initiate efforts to correct problems reported by AQB within 8 business hours from any such inquiries/notices. Failure to do so shall result in the assessment of liquidated damages in favor of AQB in the amount of twice the amount that Contractor has set forth in this RFP response as their hourly rate charged to AQB for services not contemplated hereunder. This amount, however, shall not be less than \$200 per hour with a \$1,000 per day minimum set for liquidated damages.

XXV. COMPLETE STATEMENT OF TERMS

This Contract, the Request for Proposal, the Request for Proposal Pre-Proposal Questions, Air Quality Board Response and Request for Proposal Addendum, the Contractor’s proposal and related attachments constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the AQB, except to the extent provided by an instrument in writing signed by a duly authorized representative of the CONTRACTOR and the AQB. Any Riders, Appendices, Attachments, and all other information attached to this Contract serve to supplement the terms and conditions of this Agreement, and do not change or eliminate any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

AQB:

BY: _____

BY: _____

NAME: _____

NAME: Kent F Goldthorpe

TITLE: _____

TITLE: Executive Director

DATE: _____

DATE: _____

Contractor's Mailing Address:

Telephone #: _____ Fax #: _____ Email address: _____

Exhibit C

CHECK-OFF LIST FOR PROPOSAL SUBMITTAL

RFP # 1

Vehicle Inspection and Maintenance Program Software Upgrade



Verify that the following has been done before submitting your Proposal:

- Optional Pre-Proposal Meeting on **July 17, 2017**, at **9:00** a.m. local time, at the Project site, located at **41 S Baltic Place, Suite 200, Meridian, ID 83642**.
- Proposal Response Cover Sheet to be **first** document submitted
- Completed cost proposal in figures and written
- Authorized signatures as specified in the Instructions, including, if necessary, letter of authorization or power of attorney
- Acknowledgment of all Addenda
- State of Idaho Business License or Idaho Public Works License Numbers included (where applicable)
- List of Subcontractors including each subcontractor's name, address, value, and license number
- Proposal Content requirements as per the Instructions to Proposers (e.g. letter of introduction, company history, etc.).
-

Non-compliance with the submittal requirements as detailed in the Instructions to Proposer may deem your proposal non-responsive.

The right is reserved by the Air Quality Board to accept or reject any or all proposals.

Exhibit D

Idaho Vehicle Inspection and Maintenance Program's Historical Data

The information provided below are the actual results obtained by the Air Quality Board Inspection and Maintenance Program for the past 3 years; the AQB makes no guarantee, inferred or implied, with regard to the vehicle test volume in the future. The proposer will need to use best judgment when figuring its per-vehicle costs.

	2014	2015	2016
Paid tests	131,614	129,332	135,862
Vehicle Revocations	16,910	17,471	19,220
Exemptions	Unknown	Unknown	Unknown
Waivers	492	373	245
Extensions	Unknown	Unknown	Unknown
Reciprocity tests	13,293	11,684	12,065

It is the desire of the Air Quality Board, as part of the scope of work for this RFP, to have the capability to log in data and retrieve reports for the areas marked "Unknown".