

# STATE OF CONNECTICUT DEPARTMENT OF MOTOR VEHICLES



## REQUEST FOR PROPOSALS

RFP # DMV-EM-2020  
Connecticut Enhanced Vehicle Inspection Program

Date Issued: January 16, 2020

**Date Due: March 10, 2020**

REQUEST FOR PROPOSAL APPROVED:

A handwritten signature in blue ink that reads "Sibongile Magubane".

Sibongile Magubane  
Commissioner

The Department of Motor Vehicles

(Original Signature on Document in Project Archive)

## **DOCUMENT OWNERSHIP**

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## **PURPOSE**

The purpose of this RFP is to seek qualified emissions testing Vendors for the Connecticut Vehicle Inspection Program (CTVIP). The selected Respondent will provide a decentralized statewide enhanced motor vehicle emissions inspection program for Connecticut. The Respondent's RFP will accommodate all required inspection procedures and conform to the Governor's mission to be a digital front door, promoting one stop on-line convenience for customers and less time waiting in line for services.

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## CHAPTER 1: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

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Connecticut is required to adopt and implement an enhanced motor vehicle emissions control system check via the Inspection and Maintenance (I/M) program, pursuant to 42 United States Code section 7511a, section 182(c)(3)(A) of the Clean Air Act (CAA). Also, Connecticut is in the Ozone Transport Region, pursuant to section 182(c) (3) of the CAA.

Given the nature of Connecticut's air quality challenges, the Connecticut I/M program has a more comprehensive scope requiring the enhanced program Statewide. The State of Connecticut emissions program is codified in section 14-164c of the Connecticut General Statutes (CGS) and sections 14-164c-1a et seq. and 22a-174-27 of the Regulations of Connecticut State Agencies (R.C.S.A.).

The Connecticut Vehicle Inspection Program (CTVIP) is designed to identify vehicles emitting pollutants beyond standards set by EPA. The CTVIP must also provide a convenient service to motorists. Vehicles that do not pass the I/M test are required to have repairs done in a timely manner. The emission reductions from the I/M program are an essential element of Connecticut's clean air strategy and are necessary to position the state to attain and maintain the National Ambient Air Quality Standard (NAAQS) for ground level ozone. Connecticut is in non-attainment for both the 2008 and 2015 ozone NAAQS standards.

Please refer to the following link from Connecticut Department of Energy and Environmental Protection (DEEP) providing overview, background data and specifics of the Connecticut State Implementation Plan (SIP);

[https://www.ct.gov/deep/lib/deep/air/regulations/proposed\\_and\\_reports/final2007\\_im\\_sip\\_revision.pdf](https://www.ct.gov/deep/lib/deep/air/regulations/proposed_and_reports/final2007_im_sip_revision.pdf)

This Request for Proposals (RFP) governs a new contract term of the CTVIP. Testing of motor vehicles starts on May 6, 2021 when the current contract expires. DMV will consider any decentralized program design serving the needs of the motoring public. It shall comply with all Federal and State laws, Regulations, Policies or Guidance.

### 1.1 Schedule

The timing and sequence of procurement events associated with this RFP will be determined solely by the DMV. The new CTVIP contract terms will provide for testing of vehicles beginning on May 6, 2021. DMV has developed a schedule regarding the preparation of Proposals and other events. Respondents are required to comply with the Connecticut Business Friendly Legislation reducing administrative burden of working with the State. **For specific RFP Proposal submittal process see Exhibit 1: How to Use Department of Administrative Services (DAS) BizNet.** Exhibit 1 provides instructions about how to use the State Contracting Portal (SCP) on

the BizNet (Business Network). The key events and timelines for the RFP process are provided in Table 1: “Timeline”. All dates are preliminary and subject to change by DMV.

**Table 1: Timeline**

<b>Date</b>	<b>Event</b>
Thursday, January 16, 2020	Issuance of RFP.
Friday, January 17, 2020 through Friday, February 14, 2020	Respondent’s Deadline for Submission of Written Questions
Thursday, January 17, 2020 through Tuesday, February 18, 2020	The State’s Response to Written Questions.
Tuesday, February 25, 2020	Notice of Intent to Propose Due (Mandatory)
Tuesday, March 10, 2020	Proposals Due
Wednesday, March 11, 2020	Commencement of RFP Evaluation Process
TBD	DMV sends invitations to qualified Proposers to take part in Proposal Presentations and respond to Questions from the State. (Please note that qualified Proposers will be given 10 days notice prior to demonstration)
Tuesday, March 31, 2020	Commencement of Proposal Presentations and responses to Questions from the State. (Anticipated date)
TBD	Recommendation to Commissioner. The State will make recommendations for a selected proposer to the Commissioner, and final selection will be made.
TBD	Contract Negotiations. The State will commence negotiations with the selected Proposer on this date. Details of the negotiation process and location shall be shared with the selected Proposer shortly before that date.
TBD	Contract Execution. Contract execution including review and approval as to form by the Attorney General of the State of Connecticut.
TBD	Projected Project Start Date. The State desires to have the Contractor commence work at the earliest possible date.
Thursday, May 6, 2021	Go Live – Commence Vehicle Emission Testing by new CTVIP

**1.2 Respondent Questions and DMV Answers**

All questions regarding this RFP are conducted via the BizNet SCP. Connecticut DMV may post questions regarding certain parts of Proposals. Any questions to or answers by DMV are public comments. Respondents’ written questions about this I/M RFP may be submitted on a rolling basis between the dates shown in Table 1. The final due date for Respondent written questions is Friday, February 14, 2020. DMV reserves the right to not answer certain questions if it determines they are not pertinent to this procurement.

**1.3 Notice of Intent to Propose**

Companies intending to submit a Proposal shall submit a Notice of Intent to Propose by Tuesday, February 25, 2020 on CT BizNet portal. This submission is a mandatory requirement of

the RFP. DMV will only accept Proposals from Respondents who have submitted a mandatory Notice of Intent to Propose.

#### **1.4 Proposals Due**

Proposals are due on Tuesday, March 10, 2020 on the BizNet website.

#### **1.5 Commencement of RFP Evaluation Process**

All communications and questions between Respondents and DMV staff shall be publicly posted on the BizNet portal. The evaluation timeline is provided in Table 1: Timeline. All dates are preliminary and subject to change by DMV.

#### **1.6 Invitations for Presentations and Equipment Demonstration**

Qualified Respondents will be invited for a Proposal Presentation and Equipment Demonstration. During this presentation time, Respondents shall furnish their response to questions from the State. This includes the final schedule, required equipment setups and logistics information. All invited

Respondents will be provided a 10 business day notice for when their presentation is scheduled.

Respondent presentation dates are determined by random selection. The Proposal Presentation and Equipment Demonstration with response to questions from the State is a key milestone in the evaluation of Respondents Proposal.

#### **1.7 Presentation and Equipment Demonstration**

Each Respondent will meet with the Evaluation Committee comprised of business and technical subject matter experts. Respondents will also conduct an I/M test equipment demonstration corresponding with the CTVIP test types. Respondents are allotted two-hours to make their Proposal Presentation. Such presentation should highlight key drivers of the submittal and provide information helpful for the DMV evaluation process; Respondents will respond verbally to pre-supplied questions from DMV. The Respondents are allotted one-hour to respond; DMV may ask for written responses to both the pre-supplied and follow-up questions.

The Equipment demonstration must contain the following:

- 1.7.1 Self-checking OBD capabilities prior to each test;
- 1.7.2 Security of CDAS work station log-on and anti-tampering measures;
- 1.7.3 Camera design and placement;
- 1.7.4 Video, photo and audio capabilities;
- 1.7.5 Database capabilities, portal interface, redundancies, security, and monitoring;
- 1.7.6 Threshold level warnings triggering alerts to Respondent and DMV;

- 1.7.7 Fraud detection and enforcement capabilities;
- 1.7.8 Knowledge and skills to issue test time extensions and waivers;
- 1.7.9 On-line interaction (live chat) with Respondent and DMV;
- 1.7.10 Method of Customer notification to inform of next emissions test deadline; and
- 1.7.11 Demonstrate covert, overt, quality assurance audit procedures.

## **1.8 Site Visits**

DMV reserves the right to schedule site visits at one or more of Respondent-deployed systems. These shall be representative of the system request in this RFP. Site visits will verify and validate claims in the Proposal. The visits allow DMV to collect empirical evidence by observing actual installed equipment and integrated software systems. DMV may consider other materials supporting the State's effort to identify the most qualified Respondent.

## **1.9 Recommendation to Commissioner**

When the Proposal review is complete the Evaluation Committee will make its recommendation to the Commissioner. Evaluation criteria are detailed in Chapter 7. The Evaluation Committee will deliver three acceptable Proposals deemed the most advantageous to the citizens of Connecticut.

The Commissioner or her designee will negotiate a contract with Respondent in accordance with the applicable statutes and regulations.

If unable to award a contract with the selected Respondent, DMV may negotiate with the remaining Respondents in the order of their ranking. In the event no Vendor is awarded a contract, DMV may re-solicit with a new RFP.

## CHAPTER 2: AUTHORITY, MISSION, PURPOSE AND OVERVIEW

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### 2.1 Authority

The Commissioner of DMV may enter into a negotiated Emissions I/M Program agreement(s) under the authority of C.G.S. §§ 4-8, 14-3 and 14-164c.

The State is required to implement and operate an enhanced motor vehicle inspection testing program. The emissions test determines if a vehicle is operating within the emissions standards for that specific vehicle type established by EPA. If a motor vehicle fails the test, the owner is required to repair the vehicle so it will pass the re-test.

The I/M program is required in Connecticut pursuant to the CAA of 1990 and the regulations of EPA codified at 40 CFR. Part 51, Subpart S, "Inspection/Maintenance Program Requirements".

The I/M Program shall conform to test procedures, emissions standards, quality control processes and equipment utilization criteria in order to carry out the objectives of the CAA. Federal law and regulation requires the State to develop a SIP for meeting air quality standards. Please refer to the following link from DEEP providing overview, background data and specifics of the Connecticut SIP governed by EPA.

[https://www.ct.gov/deep/lib/deep/air/regulations/proposed\\_and\\_reports/final2007\\_im\\_sip\\_revision.pdf](https://www.ct.gov/deep/lib/deep/air/regulations/proposed_and_reports/final2007_im_sip_revision.pdf)

Respondent and the State intend to comply with all legal and regulatory requirements as they relate to vehicle emissions testing as contained in CGS, Chapter 246a, Motor Vehicle Emissions. Please refer to the following link to section 14-164c of the CGS for specific law governing the CTVIP.

[https://www.cga.ct.gov/2019/pub/chap\\_246a.htm](https://www.cga.ct.gov/2019/pub/chap_246a.htm)

### 2.2 Mission

The mission of the CTVIP is protection of public health and property. The DMV's goal is to provide a convenient and efficient Inspection and Maintenance program to the motoring public providing timely service, delivering accurate information and presenting test results to the customer.

### 2.3 Purpose

The Respondent proves its ability to conduct all required test method procedures by providing Connecticut vehicle owners' access to conveniently located Test Centers. The essential components of Program Plan indicate technical and business knowledge, proficiencies and capabilities for successful development, implementation and operation of the CTVIP.

The Respondent will present a Program Plan documenting how it can perform the various required test types for all vehicles. The Respondent must demonstrate empirical, observable



proof of its expertise in performing all required test procedures required by Federal and State law, regulation, technical guidance and policy memorandums. DMV will consider any decentralized program design serving the needs of the motoring public as long as it complies with the Federal CAA of 1990, 42, U.S.C. § 7401, et. seq (P.L. 101549), any other federal laws, Connecticut laws and associated regulations. Proposal will indicate how Respondent will adapt the CT I/M program to changing technology, laws and/or State of Connecticut or DMV policies.

According to EPA, "In enhanced I/M programs, test systems shall be designed in such a way as to provide convenient service to motorists required to get their vehicles tested. The SIP shall demonstrate that the network of stations providing test services is sufficient to insure short waiting times to get a test and short driving distances. Stations shall be required to adhere to regular testing hours and to test any subject vehicle presented for a test during its test period."

## **2.4 Program Overview**

Emissions from motor vehicles are a significant contributor to air pollution. In 1983 the Federal government required Connecticut to implement a motor vehicle emissions testing program. The State implemented a basic centralized program via a contractor operating numerous high throughput test-only stations. In 1998 Connecticut's continuing ozone and carbon monoxide nonattainment classification required the I/M program to become more stringent. During the 2000-2001 legislative session, Connecticut's motor vehicle emissions testing law was amended to allow program flexibility to meet the requirements of the CAA, including adoption of a decentralized test center program.

Connecticut implemented a decentralized I/M program on October 12, 2003. The change to a decentralized program improved the convenience for the public by decreasing wait times. The new CTVIP directly involved the established motor vehicle repair industry with the I/M Program. An added benefit of the decentralized emissions testing program is that it provides economic opportunities, stimulating small business development.

The majority of I/M tests today are performed via an emissions control system integrity check. This test type is referred to as On-Board Diagnostics II (OBD II). This type of test is the most comprehensive, accurate, quick and efficient check of a vehicle's emissions control equipment.

The current Connecticut I/M program tests passenger vehicles up to 10,000 lbs. GVWR. It is possible to expand this program requirement up to 14,000 lbs. GVWR or higher. Respondent will describe how they will develop and administer a program to test increasingly heavier and larger motor vehicles as further specified later in this RFP.

Motor vehicles account for a majority of pollutants impacting Connecticut's air quality. The State does not meet Federal health based air quality standards for ground level ozone (smog). Motor vehicles emit numerous chemicals including oxides of nitrogen (NOx) and volatile organic compounds (VOC). VOC emissions are a product of partial fuel combustion, fuel evaporation as well as refueling losses caused by spillage and vapor leakage. Transportation accounts for sixty-

five percent of the State's NOx emissions and thirty-six percent of VOC emissions. These pollutants react in the presence of sunlight to form smog, a harmful air pollutant that leads to acute asthma attacks and other adverse health impacts. Smog alone contributes to the majority of unhealthy air quality days in Connecticut, as measured by the Air Quality Index.

Motor vehicles also emit fine particulate matter (PM2.5) emitted directly from a vehicle's exhaust, tire wear and brake wear. It can also be formed indirectly through chemical reactions in the air between emission of sulfur dioxide and NOx. Diesel vehicles are a primary source of PM2.5. Serious health impacts of fine particulate matter can be most pronounced along heavily traveled roadways in densely populated areas. While fine particles are unhealthy for anyone to breathe, people with heart or lung disease, asthmatics, older adults and children are especially at risk. The emissions program is designed to remediate these issues

## CHAPTER 3: SCOPE OF WORK

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Respondent will develop a Program Plan describing preliminary planning & engineering, development and deployment of the new CTVIP. The Program Plan will describe all activities needed for the successful implementation of the CTVIP including all phased in deliverables, tasks, milestones, dates and other requirements in this RFP. This includes such aspects as personnel dedicated to the CTVIP and their resource cost. The contract term is six years beginning in May of 2021 with extensions at the sole discretion of the State.

The Respondent is required to procure all new equipment for all assets used in the new CTVIP. The Respondent will provide capital asset acquisition costs for all new equipment and software as well as ongoing operational costs. Do not report these costs and expenses here. Report them in the separate, sealed cost Proposal. Please refer to Exhibit 3: Respondent Cost Spreadsheets.

Respondent's Program Plan will describe development, deployment, daily operations and related services of the new CTVIP. The program plan shall consist of, but not be limited to, station recruiting, makeup of the retail Test Center network, fleet testing for Federal, State, municipal and commercial fleet operators, VIN verification program, heavy-duty diesel program, equipment, hardware, database hosting, real time communications for network CDAS units and EDBMS, Connecticut Integrated Vehicle Licensing System (CIVLS), business and government reporting, CDAS system maintenance and updates, training, dedicated operational staffing for the CTVIP, daily operational oversight, quality assurance, quality control, auditing, customer outreach, notifications, fee collection, dispute resolution, security of State owned data, systems security, customer service call center, technical center, compliance with all required State and Federal legislation, regulation, policy or guidance and necessary nondisclosures.

The CTVIP is defined as the Test Center Network, equipment, hardware, emissions database and the software integration from CDAS to EDBMS relayed daily to CIVLS or any future vehicle licensing platform the State may implement. The physical/digital communications between Test Stations' CDAS network and the EDBMS solution will allow for business reporting, technology operation and administrative features.

The DMV is seeking the new EDBMS to be hosted via a distributed server Cloud based infrastructure. The Respondent's Cloud will comply with and meet all laws and State requirements. Cloud specification will be negotiated during the contract phase.

The Respondent must have the ability to inspect all emissions eligible vehicles regardless of inspection type. Descriptions of the proposed Test Center Network configuration must be clear and contain specificity regarding the logic used to decide the location of Test Centers and their designated test offering(s). Such rationale must include a geographic analysis by county and city/town ensuring both customer convenience and attention to reducing excessive wait times.

For further information regarding key CTVIP statistics and metrics refer to the following link:

“Evaluation of Connecticut’s Inspection/Maintenance Program – 2017 Annual Report”.

[https://www.ct.gov/deep/lib/deep/air/vehicle\\_emissions/biennial\\_im\\_report\\_2016-2017\\_complete.pdf](https://www.ct.gov/deep/lib/deep/air/vehicle_emissions/biennial_im_report_2016-2017_complete.pdf)

Respondent’s proposed network of Test Centers is subject to approval by DMV. Approved Test Centers must conform at all times to all CTVIP rules, regulations and standards as well as to the continued maintenance of a valid DMV dealers and repairers license when applicable.

The Respondent must calculate the volume of vehicle throughput per average hour and day at each Test Station. The Respondent shall also identify capacity to process vehicle queue. The Test Center hours of operation must, at a minimum, coincide with DMV business hours. The Respondent’s proposed Test Network coverage is subject to DMV approval. This includes new and existing Test Stations. DMV approves each Test Center location in the Respondent’s geographic coverage.

DMV may require location of Test Centers in geographic regions where motorists are underserved for I/M testing.

## CHAPTER 4: PROPOSAL REQUIREMENTS

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Respondents will adhere to the requirements in the RFP including but not limited to requirements found in exhibits, addendums and riders to such document, as well as information provided in tables, figures, graphs, audio, video, Excel media or any other type of physical or digital media.

The Proposal must contain the requested content submitted via forms uploaded from BizNet and the SCP. Respondent's answers must correlate with chapter, section and numbering for ease of review and evaluation.

### **4.1 Program Management, Plan and Components of the New CTVIP**

The Respondent shall provide an executive summary of the most important aspects of the Proposal in terms of satisfying the requirements of this RFP. Respondent must summarize its understanding of the goals stated in the RFP. Respondent must determine if the scope of work has any outstanding issues to address. Respondent must elaborate on any assumptions it has made and provide detailed information about how these assumptions have an impact on State resources. The executive summary shall not mention the proposed cost for the Project. The proposed cost must be presented separately in the sealed Cost Proposal bid. Respondent will:

- 4.1.1 List any constraints impacting the planned Program Plan timeline and budget;
- 4.1.2 Provide Respondent Organization Breakdown Structure (OBS) including organization chart;
- 4.1.3 Document Work Breakdown Structure (WBS) of Respondent's staffing resources dedicated for each task throughout the Program by milestone and by position type;
- 4.1.4 Describe Respondent's project management approach.

Proposals must include a detailed Project Plan addressing a balanced and achievable timeline. The Project Plan must identify all phases and major milestones of the CTVIP development and deployment. The expiration date of the current emissions testing contract is May 6, 2021. The Plan must be fully operational and deployed by May 6, 2021. The State's I/M Program Manager and the Contractor's Project Manager will collaborate to finalize the Project Plan.

The Respondent shall develop an implementation plan for a complete CTVIP. After the contract is awarded and signed, the parties shall draft the initial Program Development Plan. The DMV and Respondent will develop a timeline for deploying software and equipment. The program will be fully capable of implementation by May 6, 2021.

In accordance with Project Management best practices, DMV shall require periodic reports based upon the Project Plan. The Program Evaluation and Review Technique (PERT) analysis indicates specific level of effort (LOE) by job position to accomplish the remaining duration of

the task. The estimates of remaining work tasks will be reported on a monthly basis as designated by the State.

Progress Report meetings shall take place on a recurring basis until the Program is finished. The Program Plan will use Critical Path Network (CPN) to assess major deliverables by tasks and milestones. The CPN chart will denote major milestones.

DMV also seeks new and improved fraud detection & prevention methods: including, but not limited to, time since MIL turned off, OBDII VIN vs. entered VIN mismatch warning to CTI, complete OBD II data set for all modes of testing, OBD II simulator detecting, test blocking, vehicle fingerprinting by OBD II signature, fraud detection, automatic email alerts and any other new and innovative methods such as checking VIN against a national stolen vehicle database.

The Respondent shall provide detailed information about how it intends to deploy the CTVIP. The development and deployment plan will provide a timeline and method for establishing the Test Center Network, delivering and installing equipment, installing hardware, configuring the emissions database, and incorporating software integration and user interface between CDAS and EDBMS. This comprehensive multi-phase software and equipment development and deployment shall include all required components listed in 4.1.5 - 4.1.15. The Respondent will identify Project milestones, deliverables, and tasks based upon program lifecycle activities.

The Program Plan should incorporate the following technical and administrative tasks:

- 4.1.5 User/system requirements specification;
- 4.1.6 System design document;
- 4.1.7 Test plan, application software and associated documentation;
- 4.1.8 User/IT/DMV training;
- 4.1.9 DevOps recruiting & contracting;
- 4.1.10 Motorist notification;
- 4.1.11 Public outreach;
- 4.1.12 Equipment installation;
- 4.1.13 Number of staff resources identified by task type;
- 4.1.14 Allocation of staff resources to determine whether a state or Respondent team member will perform the task; and
- 4.1.15 List, by position role, the number of staff needed, required technical knowledge, proficiencies and abilities within the team structure.

## **4.2 Business Proposal.**

4.2.1 Organizational Structure: During program preliminary planning and engineering, development and deployment, the Respondent must maintain an appropriate level of personnel to meet deadlines. The Respondent is required to describe the organizational structure of the primary Respondent as well as subcontractors, partnerships, or affiliated entities:

4.2.1.1 The Respondent shall identify the primary contractor and all subcontractors;

4.2.1.2 Provide the organizational structure of the primary contractor and subcontractors;

4.2.1.3 Provide an organization flow chart showing relationships, responsibilities, work products and deliverables;

4.2.1.4 Clearly State the official protocol and chain of authority from the Chief Executive to the Project Manager directly responsible for the CTVIP Project;

4.2.1.5 Clearly identify any subcontractors, partners, affiliates or other entities to be involved in CTVIP. Detail the roles each has in:

4.2.1.5.1 Program preliminary engineering, planning, development and implementation;

4.2.1.5.2 Deployment of equipment physical and digital;

4.2.1.5.3 Operating, servicing and maintenance;

4.2.1.5.4 Management, governance and compliance; and

4.2.1.5.5 State the length of time each business has conducted similar services;

4.2.1.6 List key executives and subject matter experts (SME) playing a significant role in the CTVIP:

4.2.1.6.1 Clearly identify by name and position title and respondent personnel directly working with the State;

4.2.1.7 Describe current or planned business activity that may enhance or impair Respondent's ability to comply with this RFP.

4.2.2 Financial Capability: The Respondent must provide proof of its fiscal ability to deliver all equipment, hardware and software to perform and operate the new CTVIP.

4.2.3 Experience and Ability: The new CTVIP Vendor Team must provide assurances to DMV that the program personnel have the required skills, knowledge, proficiencies and abilities to operate the program.

4.2.4 Legal Issues History: Respondent will include the legal history of the Primary Contractor, any other Respondent parties and entities, partners and subcontractors.

4.2.5 Key Personnel: Respondent shall retain key personnel required for the operation of the CTVIP throughout the contract.

4.2.3 Experience and Ability: The Respondent must provide assurances to DMV that program personnel have the required skills, knowledge, proficiencies and abilities to operate the program. The respondent should provide the following:

- 4.2.3.1 Description of its experience with vehicle emissions inspection programs;
- 4.2.3.2 Statement of its ability to develop, implement and operate CTVIP;
- 4.2.3.3 Description of its qualifications and capabilities for fulfilling its duty in operating the CTVIP;
- 4.2.3.4 Resumes and qualifications of personnel; and
- 4.2.3.5 Description of ongoing training for personnel to maintain and improve their skills relevant to the CTVIP.

4.2.4 Legal Issues History: The proposer is advised that the following terms and conditions are required to be included in every State contract and cannot be modified or deleted. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. Please refer to Chapter 5: Submittal Requirements and Exhibit 2: Standard Terms and Conditions.

4.2.5 Key Operational Personnel: DMV seeks identification of Respondent's dedicated personnel that will be located within Connecticut for the daily operations of the CTVIP. This dedicated staff shall be available for the CTVIP only and not for any other operations in any other State.

4.2.5.1 DMV requires Respondent to provide a list of key operational personnel that will be available and located within Connecticut. This shall include, but are not limited to:

- 4.2.5.1.1 Project Manager;
- 4.2.5.1.2 Assistant Project Manager;
- 4.2.5.1.3 Program Manager;
- 4.2.5.1.4 Assistant Program Manager;
- 4.2.5.1.5 Q/A Manager;
- 4.2.5.1.6 Public Relations Manager;
- 4.2.5.1.7 Training Manager;
- 4.2.5.1.8 Overall Technical Software Manager;
- 4.2.5.1.9 Customer Service Manager;
- 4.2.5.1.10 Call Center Manager;
- 4.2.5.1.11 Overt and Q/A auditors; and



4.2.5.1.12 Covert Auditors.

4.2.5.2 Describe Key Personnel proposed for the time period from Contract execution through full program implementation; and

4.2.5.3 Describe permanent Key Personnel who will be permanently dedicated to only the CTVIP from implementation and throughout the term of the Contract;

### **4.3 Confidential Cost Proposal**

Respondent will develop a confidential Cost Proposal for the full contract term. The Cost Proposal will provide costs for capital asset acquisition, operations & maintenance and end of life- cycle replacement. The Cost Proposal shall be kept separate and marked "Confidential". Proprietary information should be submitted as a separate file and is subject to Provisions 5.3.4. There shall be no reference to or discussion of costs in any part of the Proposal.

Please see Chapter 7, Selection Criteria for specific detailed provisions for the Cost Proposal and Exhibit 3, Cost spreadsheets for Respondent.

The Confidential Cost Proposal will contain Respondent's name, RFP Number and the words "CONFIDENTIAL COST PROPOSAL" Then the Cost Proposal is uploaded to the DAS BizNet.

4.3.1 The Respondent will be accountable for all fee collection from the Test Centers;

4.3.2 Fees to be collected are for the emissions test, VIN verification and emissions late fee.

4.3.3 In the future the State of Connecticut may require Test Centers to collect fees for safety inspection, registration renewal and other types of fees yet to be determined.

### **4.4 Acceptance Documents**

The Respondent will provide and adhere to Acceptance Test Procedures (ATP) submitted to the DMV and approved by DMV when delivering physical or digital products. The respondent will also provide the following;

4.4.1 Systems documentation describing the hardware and application software;

4.4.2 Operations documentation describing system operation activities; and

4.4.3 User documentation describing system usage.

4.4.4 Acceptance testing documents for verification of products.

### **4.5 Operational Support**

The Respondent will support and maintain the daily operation and functional procedures of the Test Centers, Fleets, VIN verification, heavy-duty diesel, customer service center, technical center, servers, waiver issuance, EDBMS, software development and testing, all hardware, maintenance, quality assurance audits, and CTVIP maintenance through the term of the contract. The respondent shall provide:

- 4.5.1 Support activities, including service standards, during the Contract term; and
- 4.5.2 Expected cyclical/scheduled maintenance of applications software and hardware.

#### **4.6 Retail Testing Network**

Proposed Network shall be decentralized and consist of Connecticut motor vehicle dealers or repairers that are licensed in accordance with the provisions of subpart (D) of part III of chapter 246 and that have the qualifications established by the commissioner to conduct emissions inspection as defined in section 14-164c of C.G.S. and 14-164c-1a et seq. of R.C.S.A.. The Respondent is required to develop and submit a Test Center recruitment plan and a Test Center Network plan.

Respondent's plans will provide for the motoring public to have convenient access to Test Centers throughout Connecticut.

Respondents' will provide analysis determining Test Center recruitment and location parameters. The plan will indicate the test types that are required by law to be conducted across the State of Connecticut.

- 4.6.1 Respondent will provide a Program Participation Agreement (PPA) and Compliance Action Plan (CAP) for Test Centers;
- 4.6.2 Respondent will describe camera options for Test Centers; and
- 4.6.3 Respondent will describe and provide test equipment needed by Test Centers.

#### **4.7 VIN Verification Program**

Respondent's network will provide for a VIN Verification Program at all Test Centers and other approved stand-alone VIN verification facilities in the CTVIP. Vehicle Identification Numbers (VIN) are verified as part of each emissions test. Test Centers and VIN verification locations perform VIN verification only inspections. Respondent will demonstrate how VIN verification and training will occur. Respondent's network, via a web based application, will allow for a VIN verification program at all Test Centers and other approved VIN verification only locations. The VIN verification data will be uploaded to the EDBMS. The motorist will be provided a printed copy of the record.

DMV is seeking to capture the OBDII VIN from vehicles that are four model years and newer. The VIN verification program will run a VIN decode on the entered VIN. The program should have capability to conduct a check of both entered VIN and OBDII VIN through a national database for stolen vehicles. The results of the VIN verification will be reported to DMV. Images of the VIN sources will be taken by the CTI and uploaded to the EDBMS record with the VIN verification report.

Respondent will document:

- 4.7.1 How CTIs will verify VIN;
- 4.7.2 How VIN only verification Centers will be recruited and selected;
- 4.7.3 Type of VIN decoder equipment;
- 4.7.4 Camera and image upload;
- 4.7.5 OBDII VIN Capture;
- 4.7.6 How OBDII VIN verification is accomplished on applicable vehicles;
- 4.7.7 How VIN image is captured and stored;
- 4.7.8 How CTIs and stand-alone centers personnel will be trained for VIN verification;
- 4.7.9 Fraud and theft detection reporting; and
- 4.7.10 Display map of all Test Centers and VIN verification only Test Centers.

#### **4.8 Fleet Testing**

CGS 14-164(i) authorizes the commissioner to license an owner or operator of a fleet of motor vehicles which are subject to emissions inspection to establish a fleet emissions inspection station. The new CTVIP will continue to provide fleet testing of Commercial, State, Federal, and Municipal operators at no cost per test fee.

As of July 1, 2019 there are sixteen (16) fleet stations that test only vehicles that are owned by the fleet facility. Fleet facilities only perform OBDII testing. Any currently enrolled fleet facility will not incur a fee for equipment transition. Any future fleet entities wishing to participate in the CTVIP will be required to purchase testing analyzers from the Respondent. Respondent may propose alternative methods for fleet facilities to participate in the CTVIP. The respondent shall address the following:

- 4.8.1 Provide a Program Participation Agreement (PPA) and Compliance Action Plan (CAP) for fleet;
- 4.8.2 Describe camera options for fleet testing centers; if applicable for program type;
- 4.8.3 Describe and provide test equipment needed by fleet test centers;
- 4.8.4 Provide cost of servicing fleet test center. Do not report these costs here. Report them separately in the sealed Cost Proposal; and
- 4.8.5 Describe service level agreement (SLA) with fleets.

#### **4.9 Heavy-Duty Diesel Program**

Respondent is required to provide DMV with 10 laptop computers, printers and opacity meters with the capability of performing heavy-duty diesel OBDII testing and roadside opacity testing. These units must be mobile for field operations conducted by the CVSD truck testing unit. Test

results must be stored locally and uploaded to EDBMS via wireless real-time communication. The Respondent is responsible for all maintenance and updates of the system and equipment for the term of the contract. There should be no cost for the equipment or fee per test. The Respondent's system must:

- 4.9.1 Be a portable system designed to meet the needs of testing for all vehicles including heavy-duty diesel vehicle testing for OBDII and opacity testing;
- 4.9.2 Be designed to be used in outdoor field operations and all weather conditions.
- 4.9.3 Have the ability to record testing results consistently and accurately without any deviation in testing results:
- 4.9.4 Design EDBMS and dashboard functionality to accommodate testing results to be transmitted to and reviewed by DMV;
- 4.9.5 Be capable of printing in field conditions all information such as testing results, audit reports and fraud alerts;
- 4.9.6 Transmit the test data and results from the field to the EDBMS at no cost to the State.
- 4.9.7 Provide opacity testing and opacity meters that meet the SAE Standards of J1667 and be portable; and
- 4.9.8 Provide opacity meters that have the ability to test trucks with stacks without the testing inspector climbing on the vehicle to install the detector or probe.

#### **4.10 Remote Sensing Devices (RSD)**

Respondent will perform Remote Sensing testing every two years and complete an evaluation report of the program results for submittal to the EPA. The goal of remote sensing, as set forth in 40 CFR 51.371, is to identify high emitting vehicles of hydrocarbons (HC), carbon monoxide (CO), nitrogen oxides (NOx) and carbon dioxide (CO<sub>2</sub>) and authorize out-of-cycle follow-up inspections if warranted. Remote Sensing must be performed on at least 0.5% of vehicle registrations or 20,000 vehicles, whichever is less. Connecticut's registrations for the 0.5% threshold is approximately 11,000 vehicles. Respondent will describe any contractors or subcontractors they will use to perform Remote Sensing and/or generate the report.

#### **4.11 Test Center Recruitment and Network Requirements**

Proposer must provide a detailed Test Center recruitment and retention plan to be approved by DMV that will remain in effect throughout the term of the contract. Respondent's plans will ensure the motoring public has convenient access to Test Centers throughout Connecticut. Respondent's proposed network will be decentralized and consist of Connecticut motor vehicle dealers or repairers that are licensed in accordance with the provisions of subpart (d) of part III

of chapter 246 and that have the qualifications established by the commissioner to conduct emissions inspection as defined in section 14-164c of C.G.S. and 14164c-1a et seq. of R.C.S.A..

4.11.1 Test Center Recruitment: Respondents will provide their analysis to determine Test Center recruitment and location parameters. This plan will indicate what test types must be conducted across the State of Connecticut. The following criteria should be addressed in the respondent's plan:

4.11.1.1 Test Center Network design will be broken down by population density by county and municipality.

4.11.1.2 The proposed Test Center Network will address retention or removal of the existing Test Centers. For further specific information on current distribution of test facilities please refer to this website: <http://ctemissions.com/test-centers/find-a-test-center>.

4.11.1.3 Test Centers with previously revoked testing privileges within the past six years and under the same ownership are ineligible to participate in the CTVIP;

4.11.1.4 Respondent will indicate how the testing of oversized vehicles will be addressed. These test centers shall be capable of accommodating the entry, exit and inspection of vehicles up to 14 feet high, 9 feet wide and 40 feet long. They must be conveniently located for the owners of these vehicles; and

4.11.1.5 Respondent will ensure that every Connecticut County will have an adequate number of Test Centers and ability to test vehicles up to 14 feet high, 9 feet wide and 40 feet long;

4.11.2 Test Center Network Requirements: Respondent shall design the Test Center Network ensuring prompt service to all emissions eligible vehicles and test types. Respondent shall provide an updated map of Connecticut with the location of each Test Center whenever the Test Center Network changes.

4.11.2.1 Respondent must confirm all Test Centers are in compliance with all State statutes, program rules, motor vehicle regulations, Federal and State standards, requirements stated in this RFP and in accordance with DMV policies;

4.11.2.2 Test Centers shall provide OBDII, PCTSI, MSA, gas cap testing and VIN verification at geographic locations designated on respondent's map;

4.11.2.3 The test center network will also include designated full service Test Centers for diesel opacity MSA testing. They must be located based on population density, drive distance and times. This Test Center Network Plan will be subject to DMV approval;

4.11.2.4 Respondent will describe how the network will adjust to increasing vehicle physical dimensions and OBD II testing up to 14,000 GVWR;

- 4.11.2.5 Respondent will provide a detailed Program Participation Agreement and Compliance Action Plan for the test centers that is subject to DMV approval;
- 4.11.2.6 All Network Test Centers shall provide emissions testing Monday through Friday 8:00 a.m. – 5:00 p.m. and Saturday 8:00 a.m. – 1:00 p.m.;
- 4.11.2.7 Respondent shall provide a Test Center staffing plan including their management and staffing structure;
- 4.11.2.8 Each Test Center must have a minimum of two (2) Certified Test Inspectors, one of whom may be Test Center Manager;
- 4.11.2.9 Test Centers shall maintain sufficient staff to cover all minimum operating hours;
- 4.11.2.10 CTIs must possess a valid driver's license and must not be required to operate a vehicle with an Ignition Interlock Device;
- 4.11.2.11 Proposal shall include furnishing the State with ten laptop based computers for trigger audit investigations, auditing, OBDII testing, opacity testing along with two complete full service CDAS systems for DMV testing. Respondent is responsible for all software, hardware, supplies, routine maintenance and repairs and communication costs on these units. In addition, these CDAS units will be capable of software enhancements such as Beta software versions for testing and acceptance purposes;
- 4.11.2.12 Test Centers must conduct tests both by appointment or unscheduled visit. Test Centers will not be allowed to require appointments for testing;
- 4.11.2.13 Test Centers must have a designated Customer waiting area that is separate from the test bay. The waiting area shall include CO monitors with audible alarms. The CO monitors must be fully functional at all times;
- 4.11.2.14 Customer must be allowed viewing of their vehicle during the test either via a monitor or unobstructed viewing window. The dedicated monitor shall be no smaller than 24 inches and must be operational during scheduled testing hours;
- 4.11.2.15 Customer waiting area must have all CTVIP Program Information and Education material as required by DMV and supplied by Vendor;
- 4.11.2.16 The CTVIP's Customer Bill of Rights will be prominently displayed in the waiting area;
- 4.11.2.17 The Test Center must have clean restrooms located indoors and near the Customer waiting area;
- 4.11.2.18 Test Centers will display the certification credentials and photos of all CTI's in the Customer waiting areas;

- 4.11.2.19 All Test Centers must have one Lane/Bay dedicated for emissions testing;
- 4.11.2.20 The Respondent must include a detailed description of the emissions testing lane physical requirements and equipment configurations;
- 4.11.2.21 Test Centers must adhere to DMV's Test Center physical qualification standards such as signs for vehicle entrance and exit, queuing vehicle waiting lines; parking spaces, bay size door and a clean Customer waiting area;
- 4.11.2.22 Test Centers must have a calibration gas storage area meeting all State and Federal requirements;
- 4.11.2.23 Test Centers must have a source of compressed air for back purging and tire inflation;
- 4.11.2.24 The overall network wait time standard is twenty minutes or less per test;
- 4.11.2.25 Wait Time standard for Drive-Up vehicles requires the test to begin within twenty (20) minutes of arrival at the Test Center and end within ten (10) minutes of initiation;
- 4.11.2.26 Wait Time standard for Appointment Inspections requires the test to be completed within forty (40) minutes of arrival time as indicated by the 'end test time' recorded in the vehicle inspection report (VIR);
- 4.11.2.27 Upon violation of either the Drive-Up standard or the Appointment standard, liquidated damages shall be assessed and administrative action up to and including revocation of inspection privileges may be initiated;
- 4.11.2.28 All liquidated damages shall be assessed per Test Center after the last day of each month;
- 4.11.2.29 Respondent must include a no cost fleet program solution for the Commercial, State, Federal, and Municipal fleet operators in Connecticut; and
- 4.11.2.30 Respondent's network will allow for a VIN Verification Program at all Test Centers and other approved stand-alone VIN verification facilities. The program will be web based and available through Test Center CDAS or a dedicated PC at standalone facilities. The data will upload to EDBMS and the VIN data will be transmitted to the EDBMS. The motorist will receive a printed copy of the VIN Verification report. DMV is actively looking to capture the OBDII VIN for vehicles four model years and newer. The VIN Verification Program will need to run a VIN decode on the entered VIN. The program should compare both the CTI entered VIN and OBDII VIN via any national stolen vehicle data base. The Respondent will report the result of this review to DMV. Images of the VIN sources and vehicle will be taken by the CTI and uploaded to the EDBMS record with the VIN verification report.

#### **4.12 CDAS Test Equipment and Devices**

For all test centers, the Respondent will provide the State with a new CDAS testing and monitoring system that meets and or exceeds the requirements for the CTVIP for all testing types. The following are CDAS equipment minimal operational requirements:

- 4.12.1 Computer and printer must be contained in a durable and reliable cabinet to prevent unauthorized access. The power switch will be accessible for the CTI. The CDAS will be capable of operating in common Test Centers environmental conditions;
- 4.12.2 Workstation will have the flexibility to conduct future test methods;
- 4.12.3 CDAS and peripherals requiring AC power shall be connected by a surge protection device;
- 4.12.4 CDAS internal hard drive shall have at a minimum, storage capacity for CTVIP program requirements;
- 4.12.5 USB Ports shall comply with industry standard USB 3.0;
- 4.12.6 An external hard drive will have sufficient space to store data. Among these may be ability to mirror image internal hard drive of CDAS, network tables and controls, CDAS identification, Test Center identification, ability to identify CTI user of CDAS, audit protocols, lockout thresholds and lockout actions. This also includes all vehicle repair data, maintain records of 1,000 test records, images and video recording;
- 4.12.7 The external hard drive must provide mirror image back-up and recovery of data for the internal CDAS hard drive should a failure occur. Data will be available to authorized DMV and Vendor staff;
- 4.12.8 Responder will provide details of the internal and external hard drives capacities;
- 4.12.9 OBDII testing device must be capable of testing all vehicles 1997 and newer cars, SUVs and trucks up to 14,000 GVWR;
- 4.12.10 OBD II device must be capable of self-calibration prior to each test and must perform a pin and cable self-check, to verify it will communicate with the test vehicle;
- 4.12.11 OBD II must be able to retrieve at a minimum all OBD II test modes, data collection of diagnostic trouble codes, monitor status, OBD II VIN, engine temperature and miles since last vehicle codes were cleared. All data must be stored locally and then transmitted to the EDBMS;
- 4.12.12 If OBD II has a cable to the CDAS, it will not be longer than 16 feet;
- 4.12.13 Pre-Condition Two Speed Idle (PCTSI) test equipment will meet the California Bureau of Automotive Repair (BAR) certification and Federal EPA standards;



- 4.12.14 Modified Snap Acceleration (MSA) equipment for opacity testing must meet the Society of Automotive Engineers (SAE) reference J1667;
- 4.12.15 Bar code readers will comply with AAIAG B-1 and B-2 standards to read 1-D and 2-D bar codes;
- 4.12.16 Each Test Center Lane/Bay must have sufficient area lighting to provide illumination to accommodate all cameras needed to provide viewable images and video recording during all scheduled testing hours;
- 4.12.17 Respondent must provide enough cameras for coverage in the test bay to capture CTI facial image at logon, vehicle in bay, make and model of vehicle, front and rear plates on vehicle, vehicle public VIN plate, vehicle mileage from odometer, and a 360 degree capture of testing for DMV video auditing so that any aspect of testing can be viewed and uploaded to EDBMS. Images and video will be stored locally on the CDAS drives and also uploaded to EDBMS and stored for later review in the test records. At least one of cameras must have the capability to remotely be zoomed and focused while recording under audit.
- 4.12.18 All cameras will be capable of taking still photos and video recordings of each test. Media will be stored on the CDAS and transmitted to EDBMS. Media will be retained locally as required on CDAS internal and external hard drive;
- 4.12.19 Camera and video recording will begin when CTI logs onto the CDAS and will end upon completion test or abort;
- 4.12.20 Cameras must have auto-focus capability with auto-correction for varying lighting conditions at Test Centers;
- 4.12.21 DMV video audits will remain on the EDBMS for the full contract term;
- 4.12.22 Every test or aborted test image will be retained for at least one test cycle or 1000 tests on the local CDAS and stored for the term of the contract on the EDBMS;
- 4.12.23 CDAS recordings shall be retrievable by authorized DMV and Respondent personnel when needed;
- 4.12.24 All software drivers shall be fully compatible with the computer operating system and CDAS software. This applies to all connected peripherals;
- 4.12.25 Respondent will describe how camera cabling will not become disconnected from CDAS and will provide alerts or lockouts if disconnected;
- 4.12.26 Video recording of each emissions test will be sent to and stored on the EDBMS. The video should be stored for as long as necessary to be used as an auditing tool. If a potential fraud alert is triggered during the test, the video record should be save for a longer period of time than other video records;

- 4.12.27 Each CDAS will have a laser printer capable of working in a test center environment;
- 4.12.28 System software versions and updating will be compatible with Microsoft Windows 10 at minimum. The Respondent will document these specifications;
- 4.12.29 The Operating System shall be at minimum 64 bit configuration to permit communication with the EDBMS and Windows 10; and
- 4.12.30 Operating system maintenance and updates will be performed outside of business hours.

#### **4.13 Physical Asset Installation**

The Respondent will provide the State with a warranty for all deliverables and physical assets.

The Respondent shall:

- 4.13.1 Provide all new materials, equipment and services necessary to perform I/M testing in Test Centers;
- 4.13.2 Ensure facilities and equipment conform to all codes, regulations and requirements for such testing; and
- 4.13.3 Ensure materials are manufactured in accordance with the best commercial practices and standards for this type of equipment.

#### **4.14 CDAS Software General Requirements**

All software must remain in compliance with California Bureau of Automotive Repair (BAR) standards and provide BAR certified software version numbers.

- 4.14.1 Respondent shall identify all third party software used by a CDAS such as VIN decoding and vehicle look-up tables. This includes reasonable detail of how this software will be installed, supported, maintained and distributed to all Test Centers throughout the term of the contract;
- 4.14.2 Respondent shall provide a free initial and biennial updates to vehicle look-up table (VLT) for DMV review;
- 4.14.3 Respondent shall design or otherwise employ an easy to use graphical user interface;
- 4.14.4 Respondent shall ensure software response times occur within three (3) seconds;
- 4.14.5 Respondent shall ensure flexibility to accommodate approved future changes and systems that will be easy to maintain; and
- 4.14.6 Respondent shall ensure compliance with applicable Federal, State and DMV requirements.

#### **4.15 CDAS Security**

The Respondent and subcontractors shall establish a Cybersecurity and Physical Security master plan with protocols preventing system hacking or unauthorized entry. The Cyber & Physical Security master plan will establish Credentials, Identity and Access Management (CIAM) permission levels for all assets. Information security methods shall adhere to Bureau of Enterprise Systems and Technology (BEST) requirements. Respondent shall describe details of the log-on process and associated equipment. Access to CDAS shall be recorded and transmitted to EDBMS and tracked for excessive manual entries.

Respondent's response shall include:

- 4.15.1 A Cybersecurity master plan documenting the inter-relationships between the CDAS, EDBMS as well as Respondent's failsafe backup location of the databases in use;
- 4.15.2 The Cyber/Physical Security Master plan will have with measures to ensure the integrity and security of all physical and digital data;
- 4.15.3 Lockout records will include the personnel who attempted prohibited access, the lockout date, time, reason and the authorized personnel who cleared the lockout;
- 4.15.4 Respondent will document different types of security conditions for CDAS lockout and recommendations for prevention; and
- 4.15.5 Respondent will provide a biometric log on as the primary entry to the CDAS. Also, secondary methods of entry shall include such IAM (Identity and Access Management) access as ID badge, bar code or any other new or innovative method or procedure.

#### **4.16 Tamper Resistance**

The Respondent shall provide a tamper proof physical workstation. The design shall prohibit unauthorized access to data files contained on the CDAS or DMV data files.

The following are required:

- 4.16.1 The physical and digital CDAS will detect and block unauthorized digital access by external devices such as thumb drives or USB port;
- 4.16.2 State auditors and personnel shall have access to the CDAS;
- 4.16.3 The State shall have the ability to review and approve all setting or clearing of lockout conditions; and
- 4.16.4 Any CDAS software shall be approved by DMV before installation.

#### **4.17 Virus Protection, Firewall, Spyware Prevention**

Respondent will create a master cyber security plan to protect all aspects of the CTVIP and prevent computer virus, malware, Trojan, spyware and ransomware from corrupting the EDBMS and all DMV interfaces with CDAS and the EDBMS. Systems and servers will be

protected against malicious access and hacking. The plan will describe server type, virus protection, Firewall and Spyware Prevention.

Respondent will use acceptable anti-virus and firewall software meeting CT BEST standards.

Respondent will specify frequency of anti-virus updates to maintain protection and security.

When a computer workstation/system is compromised an automatic lockout will occur. No I/M tests will occur until device is cleaned, secured and approved by DMV to be placed back in service.

#### **4.18 Disaster Recovery and Business Continuity Plan**

Respondent shall include in the Proposal a detailed data backup, disaster recovery and business continuity plan, identifying at minimum the following information:

- 4.18.1 Frequency of backups;
- 4.18.2 Software used to perform backup and restore processes;
- 4.18.3 Location of backup files;
- 4.18.4 Description of how the proposed backup plan minimizes potential loss of data;
- 4.18.5 Security provided for backup files and off-site storage;
- 4.18.6 Detailed Disaster Recovery actions for entire Test Center Network failure, multiple Test Center failures and a single Test Center failure. The plan shall include information such as;
  - 4.18.6.1 Ability to identify threats and take immediate action;
  - 4.18.6.2 Operations support for equipment replacement and backup systems restoration;
  - 4.18.6.3 Estimated recovery time for each scenario; and
  - 4.18.6.4 Prioritization for recovery of applications and services.

#### **4.19 Emissions Database Management System**

Respondent's new EDBMS will be designed to meet the needs of the new CTVIP requirements, allowing for the migration of data from current program system design. The new EDBMS will include hardware, software, infrastructure for real time and scheduled communication. Data migration exchange will meet the requirements of EDBMS, Connecticut Information Sharing System (CISS) and connectivity to CIVLS. The Respondent will develop a production EDBMS and a testing EDBMS environment that mirror each other for all of the operations of the CTVIP.

The emissions testing analyzers shall be able to exchange data with the EDBMS. The EDBMS will exchange vehicle data with CIVLS and any other current or future platform that DMV

determines is necessary at a frequency determined by DMV. Some data exchanges will occur in real time and others will be scheduled.

The Respondent must develop a production EDBMS and a testing EDBMS environment that mirror each other for all of the operations of the CTVIP.

The Respondent will:

- 4.19.1 Document all system specifications including server, EDBMS and work station hardware & software, equipment and any other necessary items as approved by DMV;
- 4.19.2 Deliver all solution equipment, software and hardware components that fulfill the requirements of the CTVIP Program;
- 4.19.3 Ensure that database host server location, security and storage capacity will meet the required needs of the CTVIP in this RFP.
- 4.19.4 Ensure every authorized emission Test Center, Fleet, VIN Verification locations, DMV Fraud Prevention Laptop and Heavy Duty Diesel Tester shall have a unique identifier;
- 4.19.5 Send data from CDAS to the Respondent's EDBMS when calibration and a test are completed;
- 4.19.6 Send the test record, images and video to the EDBMS when an emissions test is complete and a VIR is printed;
- 4.19.7 Ensure that updated EDBMS records are available for CIVLS ping for registration renewal;
- 4.19.8 Collect and store on the CDAS all test records, calibration data and audits and transmit them to the EDBMS once completed;
- 4.19.9 Ensure that each component of CDAS and Test Center equipment will have a unique identification number that is maintained on the CDAS and EDBMS;
- 4.19.10 Record test audit data at the CDAS and transmit it to EDBMS;
- 4.19.11 Create an interactive messaging system and verify a messaging system between CDAS and the EDBMS;
- 4.19.12 The following codes in Table 2 shall be used for fuel code data required for emissions testing;

**Table 2: Fuel Code Data**

Description	NMVTIS Value
Bio Fuel	O
Solar Power	O
Flexible fuel	F
Hybrid	H
Unknown	U
Steam	S
Liquified petroleum gas; e.g., Propane	L
Other; e.g. Methanol, Ethanol	O
Compressed Natural Gas	C
Liquified natural gas; e.g., Butane	N
Kerosene	K
Gasoline	G
Butane	
Electric	E
Diesel	D
Gasahol	A

4.19.13 Ensure that OBD II test data standards will reside on CDAS and EDBMS and be available to test motor vehicles weighing up to 14,000 GVWR;

4.19.14 Require test data standards for the PCTSI emissions test for gasoline vehicles weighing more 8,501 and less than 14,000 GVW. These data standards shall reside on the CDAS and EDBMS;

4.19.15 Ensure that test data standards for diesel vehicles weighing more than 8,501 and less than 14,000 GVWR receiving the Modified Snap Acceleration (MSA) opacity testing will reside on CDAS and EDBMS;

4.19.16 Store on the EDBMS data for vehicle lookup tables (VLT), MSA, PCTSI, OBD II readiness monitors as well as vehicles excluded from OBDII emissions testing;

4.19.17 Send the VLT for PCTSI emissions test parameters from the EDBMS to the CDAS for gas cap adapters and proper testing cut points;

4.19.18 Send the VLT OBD II data from the EDBMS and to the CDAS for performing OBD II test readiness checks;

4.19.19 Supply VIN decoding software. This will be updated as new released versions occur through the term of the contract. The VIN decoder will check for identification errors of omission or commission. The CDAS will notify the CTI of any issue and prompt for re-entry of the VIN. It will also identify vehicle make, model, model year, engine size, and GVWR. If GVWR is stated in a range the CTI must enter the weight from the tag on the vehicle;

4.19.20 When a VIN check reveals the vehicle has an Emissions Repair Recall notice, the CTI will verify if the repairs are complete. If they are not, the Customer is told no test can be done until the emissions recall repairs are performed and a turn away document is printed;

4.19.21 Record all specific audit data sent to the EDBMS from quality assurance (QA) audits by DMV and Respondent field staff

4.19.22 Perform automated or in person audits by Respondent and DMV. All Test Center activities, emission tests and equipment calibrations must be auditable. Respondent will prepare an audit procedure plan for the CDAS and Test Center. When complete the QA audit data will be transmitted to the EDBMS;

4.19.23 Transmit all CDAS data to the EDBMS once the task is completed. These tasks include data recorded from emissions testing, equipment calibration, onsite and automated audits, quality assurance inspections, and security workstation lockouts;

4.19.24 Detect testable vehicles through the EDBMS and notify them of the testing due dates. Vehicles that are determined exempt by State statute will not be assigned a due date or notified; and

4.19.25 Retain all CTVIP data and records in accordance with the State's Record Retention policy. This includes data stored locally or on Respondent systems.

#### **4.20 Data Migration**

The new CTVIP EDBMS will be comprised of the Respondent's proposed Emissions Database Management System (EDBMS) and the current and existing CT EDBMS records. The data migration must follow the State of Connecticut required DMV IT & BEST cyber IT interfaces and secure transport procedures.

4.20.1 Respondent will work with legacy vendor to devise a plan for the seamless migration of all DMV emissions program data including but not limited to test data, images, audit records and waiver records and any related scanned files.

4.20.2 Respondent will report all merged legacy data in to new CT EDBMS as it would report the current data going forward. It is understood that legacy data present in the new EDBMS may not have data in all new fields and those fields shall remain blank for the legacy records.

#### **4.21 Integration of CTVIP, EDBMS and CIVLS:**

The emissions testing analyzers shall be able to exchange data with the EDBMS. The EDBMS will exchange vehicle data with CIVLS and any other existing or future platform that DMV determines is necessary at a frequency determined by DMV. Some data exchanges will be real time and others will be scheduled. The DMV will provide Respondent with the vehicle registration information for all active and inactive registrations in the CIVLS database. The Respondent will use the attributes of this data to determine the testable vehicles and to notify the owners of the next due date. The Respondent is not to use, disclose, sell, or exchange the data for any purpose other than notification to an owner regarding the emission testing program. The DMV will update the Respondent on a daily basis of registration transactions so it may provide compliance notifications to new owners with vehicles out of compliance. The Respondent will notify the DMV on a daily basis of vehicles that have become non-compliant

and owe a late fee. The information will also be transmitted to the CDAS for collection of the fee at test centers.

4.21.1 The respondent will provide: Documentation of all Respondent system specifications including server and work station hardware & software, equipment and any other necessary component as approved by DMV.

#### **4.22 Software Installation**

The Respondent will provide an asset development and deployment plan. The Plan will describe real time communication and data exchange requirements for CDAS, EDBMS, Connecticut Information Sharing System (CISS) and connectivity to the States vehicle licensing system also known as CIVLS. The Respondent must develop a production EDBMS and a testing EDBMS environment that mirror each other for all of the operations of the CTVIP.

The Respondent will:

- 4.22.1 Provide a warranty for intellectual property and software;
- 4.22.2 Install CTVIP EDBMS and testing EDBMS;
- 4.22.3 Install all associated hardware and software to meet the requirements of the CTVIP;
- 4.22.4 Design a user friendly role-based dashboard for reporting and daily program operations;
- 4.22.6 Implement operation procedures; and
- 4.22.7 Deploy and rollout CTVIP and EDBMS.

#### **4.23 Reports and Reporting**

Monitoring and evaluation of program data and analysis will be reported to DMV for managerial oversight of the CTVIP. The data will also be used in required reporting to EPA and DEEP. These reports concentrate on the program's activities, including ad hoc queries, summary statistics and final outcomes as well as effectiveness evaluations of enforcement, quality assurance, quality control & testing, fraud detection and prevention.

Complex reports will be run during working hours. Reporting infrastructure will provide reports to be run without impacting transaction data. Reporting will not be done on the same server as the production server.

DMV requires the CTVIP Dashboard to have the ability to capture video audits, record audits, test reporting, trigger threshold alerts. It also includes covert blocking, waiver and extension suite with scanning capability. Furthermore, establish on the CDAS an interface to automatically record all audit activity and block vehicle by VIN, Plate and OBD II signature data.

All reports will be designed based on user role and access level determined by the DMV.



4.23.1 Standard Reports: The CTVIP Dashboard will provide authorized personnel with access to specific modules for producing an array of program reports. The Respondent will provide standard reports and ad-hoc queries across program environments. The following are standard reports:

- 4.23.1.1 Emissions Inspection Data; Test record, aborted test, training test, images, video, waiver, time extension, registration data;
- 4.23.1.2 Failure analysis by: Station, Network, CTI, CERT, CERF, Year, Make, Model, Engine Displacement, Test type, Fuel type, KOEO, KOER, Monitor Readiness, DTC, Gas Cap, OBD VIN, PID-PCM or any other data point available in the dataset to be determined;
- 4.23.1.3 VIN verification reporting by station, users, all vehicle information such as make, model and year, mismatch OBD VIN, time and date;
- 4.23.1.4 Heavy-duty diesel reporting of all data fields;
- 4.23.1.5 Repair data by: vehicle, Plate, VIN, CERT, CERF, Test station, city, town, and repair type as well as anything to be determined;
- 4.23.1.6 Quality control data, all calibrations, audit data and auditor information;
- 4.23.1.7 Statistical process control charting and equipment audits;
- 4.23.1.8 Network management data;
- 4.23.1.9 Test location data by: station name, county, city, address, photos of station bay and assigned CTI, owner and CTI information, dealer's license and insurance information, configurations, height and width of bay, exterior parking, accessibility, waiting area, station and CTI infraction tracking;
- 4.23.1.10 Database reliability;
- 4.23.1.11 Motorist feedback and problem resolution;
- 4.23.1.12 Fraud prevention and detection with the capability of blocking and tracking vehicles tested by plate, VIN, OBD II and signature and OBDII VIN;
- 4.23.1.13 Mismatch detection of known vehicle signature's deviation from the OBD signature baseline;
- 4.23.1.14 Quality assurance and other threshold alert reports;
- 4.23.1.15 Vehicle lookup tables;
- 4.23.1.16 Audit summary reports Q/A, overt, covert, vendor, DMV; and
- 4.23.1.17 Trigger reports, infractions, violations, fines collected; and comprehensive reports for EPA annual report structure.

#### 4.23.2 Ad-hoc Reporting

4.23.2.1 Ad-hoc reports will be provided so authorized State personnel can construct their own data queries including financial information. Respondent must describe how the web-based CTVIP dashboard will incorporate ad-hoc reporting capabilities.

4.23.2.2 The ad-hoc reporting suite must allow authorized personnel to view table structures and generate queries using simple drag-and-drop operations;

4.23.2.3 Queries shall be named and saved in a host library of reports for staff to run as needed;

4.23.2.4 Respondent shall remain up to date on all current or future IT protocol requirements established by the State of Connecticut, DMV IT and BEST; and

4.23.2.5 Reports should contain features including but not limited to grid view controls, pulldown selection boxes, calendar controls, and text boxes.

#### 4.23.3 Respondent Reporting to DMV: The Respondent will provide annual EPA, monthly, bi-weekly, weekly and on-demand reports. The following should be included:

4.23.3.1 The Respondent shall work with the State to develop automatically generated reports delivered in the requested format to a defined distribution list or location according to the DMV established schedule;

4.23.3.2 Distribution lists and schedules should be configurable through the CTVIP EDBMS Dashboard allowing for reports to run off-schedule and on-demand as required;

4.23.3.3 All CTVIP EDBMS dashboard reports should have custom user controls for printing reports and exporting data to PDF, CSV, RTF, Excel, HTML, and TXT file formats. These reports should be provided in a format or program that is easy to access and print;

4.23.3.4 Respondent shall provide the State with the technical assistance and reports to comply with 40 CFR 51.353, 51.366 and the SIP program evaluation;

4.23.3.5 The Respondent shall prepare the annual EPA draft and biennial program evaluation reports for DMV's input and approval. The report shall be prepared on a date specified by DMV;

4.23.3.6 The Respondent shall submit daily status reports for Test Centers out of service;

4.23.3.7 When a Test Lane is out of service for more than one-hour, Respondent will immediately inform DMV, and post an out of service on the website for the motorist;

4.23.3.8 The Respondent will be responsible for daily transmission of network video streaming and photo capture;

- 4.23.3.9 The Respondent must immediately report to DMV any damaged or missing equipment or data;
- 4.6.3.10 The Respondent must produce a monthly report on CTI training;
- 4.23.3.11 The Respondent must produce a bi-weekly vehicle damage claim report with resolution details and statistics;
- 4.23.3.12 The Respondent must produce a monthly customer complaint report with resolution details and statistics;
- 4.23.3.13 The Respondent shall produce a monthly phone center activity report;
- 4.23.3.14 The Respondent shall be responsible for creating an annual draft report with suggested program improvements for increasing CTVIP effectiveness, efficiency and customer convenience;
- 4.23.3.15 Respondent shall provide reports of emissions test reminder notification letters Respondent mailed to the motoring public;
- 4.23.3.16 The emissions test reminder notification letter mailing report shall include the number of letters sent, date sent, and number of letters returned. The reports should be easily accessible from the EDBMS dashboard by date range, VIN, plate, and motorist information.
- 4.23.3.17 EDBMS must be able to identify the testable vehicles and notify the owner of the testing due dates. Vehicles that are determined exempt by State statute will not be assigned a due date or notified;
- 4.23.3.18 Respondent shall provide DMV monthly:
  - 4.23.3.18.1 Quality Control reports;
  - 4.23.3.18.2 Test accuracy reports; and
  - 4.23.3.18.3 Calibrations with supporting analysis.
- 4.23.3.19 Respondent shall provide to DMV a daily network-wide Test Center equipment failure and repair report containing:
  - 4.23.3.19.1 Time the failure occurred;
  - 4.23.3.19.2 Repair technician arrival time; and
  - 4.23.3.19.3 Diagnosis and repair completion date and time.
- 4.23.3.20 The Respondent shall complete detailed repair and component type and number tracking reports including:

4.23.3.20.1 Date and time DMV was notified; and

4.23.3.20.2 Total down time of the failure.

4.23.3.21 The respondent shall provide a user interface log report on a daily basis for messages sent by the user and remote access by users with detail on repair of CDAS.

#### **4.24 Test Procedures**

DMV will approve the test types each Test Center will perform, subject to change according to program requirements and any Federal or State legislation, regulation, policy or guidance. The new CTVIP will have three (3) emissions test types, OBD II, PCTSI and MSA along with VIN verification. I/M tests determine if all emissions controls are functioning properly. Gas cap testing procedures will comply with EPA guidance (IM240 & Evaporative Technical Guidance, EPA420R-00-007, dated April 2000). Respondent must identify initial re-tests and aborted tests along with paid and free tests.

See Exhibit 4: Projected CTVIP Test Type Matrix.

##### 4.24.1 Test Types

Vehicle emissions inspection testing shall be as follows;

4.24.1.1 All vehicles will undergo;

4.24.1.1.1 VIN verification; and

4.24.1.1.2 Visual catalytic converter inspection;

4.24.1.2 Gasoline vehicles will undergo;

4.24.1.2.1 OBDII, MIL visual check depending on GVWR and Model Year; or

4.24.1.2.2 PCTSI exhaust emission test; and gas cap visual and pressure test if required.

4.24.1.3 Diesel vehicles will undergo;

4.24.1.3.1 OBDII, MIL visual check test depending on GVWR and Model Year; or

4.24.1.3.2 Modified snap acceleration (MSA) exhaust opacity test;

4.24.1.4 Refer to Exhibit 5 that illustrates OBDII Test Logic and Exhibit 6 to view a sample VIR. Respondent should provide an improved VIR that it proposes for the CT I/M program.

##### 4.24.2 Initial Testing

4.24.2.1 All emissions inspections shall be performed in accordance with Appendix B to Subpart S of 40 CFR Part 51 and Subpart W of 40 CFR Part 85 as may be amended and any implementation guidance issued by the Environmental Protection Agency. OBD II specific citation is found at 40 CFR 85.2222;

4.24.2.2 Respondent will develop a standard operating procedure (SOP) manual with descriptions of each test type. The SOP manual will provide instructions for how to perform each I/M test. It will also include pass or fail emissions thresholds for each specific vehicle by model year and test type. The SOP manual will provide instructions if the CDAS indicates an alternate I/M test is required;

4.24.2.3 The CTI will drive vehicles, including those with standard transmissions, into the Test Lane/Bay;

4.24.2.4 Test Centers shall refuse to test a vehicle when a visual inspection detects a clear safety hazard such as oil, gasoline and other fluid leakage, malfunctioning exhaust systems, excessive noise or dangling parts of vehicle. The Customer will be provided a turn away document indicating the I/M test refusal reason; and

4.24.2.5 A Customer's vehicle that fails the I/M test must be given an up-to-date list of Certified Emissions Repair Facilities nearby in accordance with 40 CFR 51.368(a) and 51.369(b)(1).

#### 4.24.3 Retests

4.24.3.1 Test Centers shall perform one free retest within sixty (60) days of a vehicle's initial failure at any Network Test Center. Vehicles retested later than sixty (60) days from initial failure and any subsequent retests shall be paid tests;

4.24.3.2 Prior to initiating a retest, the Test Center's technicians shall verify that all required repair information is accurately entered into the CDAS. The Respondent's plan shall indicate how these procedures will be implemented and how repairs will be traced;

4.24.3.3 Customers are allowed one challenge test free of charge within 75 days of the last test failure;

4.24.3.4 Customers and fleet operators may request a reprint of the most recent VIR free of charge regardless of where the test was originally performed. Customers and fleet operators may request reports at the local test center or fleet facility as applicable. DMV and Respondent approved staff may obtain the report from the EDBMS; and

4.24.3.5 All Test Centers shall be capable of performing stand-alone VIN verification services as specified by DMV. The Respondent will also provide the DMV inspection lanes with the equipment needed to perform stand-alone VIN verifications.

4.24.3.6 All Test Centers shall be capable of performing stand-alone VIN verification services as specified by DMV. The Respondent will also provide the DMV inspection lanes with the equipment needed to perform stand-alone VIN verifications.

4.24.4 Turn-away or aborted incomplete emissions tests. Valid reasons for refusing to test a vehicle are:

- 4.24.4.1 Fluid leaks (other than condensation from AC units);
- 4.24.4.2 Visibly leaking, missing or inaccessible exhaust system components;
- 4.24.4.3 Animals in the vehicle;
- 4.24.4.4 Missing or unverifiable VIN;
- 4.24.4.5 Uncooperative vehicle owner/operator;
- 4.24.4.6 Inoperable odometer;
- 4.24.4.7 Excessive engine or transmission noise (mechanical problems); and
- 4.24.4.8 Vehicles tampered with or altered from OEM designs

4.24.5 Gas Cap Integrity Test Procedures

4.24.5.1 Gas cap test procedures for PCTSI vehicles will be automated in the CDAS software. These automated CDAS procedures will comply with EPA guidance outlined in IM240 & Evap. Technical Guidance, EPA420-R-00-007, dated April 2000. The CDAS shall be able to test the gas cap separately.

4.24.5.2 The CDAS should have capability for sensors to determine if the gas cap adapter is properly attached to the gas cap. If not attached, the CTI will be prompted to resecure the gas cap;

4.24.5.3 The CDAS will contain gas cap test audit procedures by each color of the adapter; audits will be recorded and stored on the CDAS and transmitted to the EDBMS.

4.24.6 Test Processing: I/M testing equipment, hardware and software will be able to:

- 4.24.6.1 Complete OBD II, KOEO, KOER, visual catalyst inspection, PCTSI, gas cap and MSA testing as per required standards;
- 4.24.6.2 Determine vehicle Pass/Fail thresholds based upon vehicle type specific emissions standards;
- 4.24.6.3 Conduct double blind entry with check from VIN decoding software;
- 4.24.6.4 Determine through CDAS if any fees are due at time of test, and the amount of the fees. Test Centers will be required to collect I/M test fees and late fees if appropriate;

- 4.24.6.5 Provide for the possibility that other transactions such as registration renewals and/ or safety inspections may be done through the system;
- 4.24.6.6 Determine, through CDAS, if the vehicle is eligible for a free retest; or has a late fee pending;
- 4.24.6.7 Conduct pre-test system integrity and calibration checks through CDAS workstations. The pre-test checks will be recorded on the CDAS and reported to the EDBMS;
- 4.24.6.8 Automatically generate a VIR for every test performed;
- 4.24.6.9 Store all test data collected for the quality assurance data for a period of at least three years but not store any Personally Identifiable Information (PII); and
- 4.24.6.10 Function fully during Test Center operating hours.

#### **4.25 Fee Collection**

Test Center staff will be responsible for collecting an Inspection Fee, Late Fee, or any other fee established by the State.

Chapter 246a of the CGS authorizes charging a fee for each emissions test that is not a free retest. The State will not provide any guarantee, expressed or implied, concerning the volume of inspections to be performed by the Respondent. The Respondent should respond to the following items:

- 4.25.1 Description of training for Test Center personnel to enforce compliance with use and protection of personally identifiable information (PII);
- 4.25.2 Ability to collect the inspection fee statutorily set at \$20 in accordance with CGS 14-164c(k)(1);
- 4.25.3 Ability to perform a safety inspection as described in CGS 14-164c(e) or any safety test program as adopted by the General Assembly. The inspection may include proper operation of lights, windshield wipers, tires, brakes and suspension system and other components to be determined by future legislation.
- 4.25.4 Responsibility for collection of the VIN verification only procedure fee. CGS 14-12r states that a VIN verification fee may not exceed twenty dollars;
- 4.25.5 Collection of the inspection fee and any other fees as may be required by DMV;
- 4.25.6 The process for transmitting fee payments to DMV;
- 4.25.7 Responsibility for Test Center transmittal of all fees and funds collected in the Test Center Network;
- 4.25.8 Should either of these programs become a requirement, DMV will clarify the fees and procedures for:

4.25.8.1 Safety Inspections; and

4.25.8.2 Registration Renewals.

4.25.9 Test Centers shall accept the following forms of payment: cash, credit or debit card, personal or business check, Google Pay, PayPal, Apple Pay, Smartphone, contactless, bar code read and any other new and innovative types that may be created in the future.

4.25.9.1 DMV must approve payment types;

4.25.10 Test Centers may opt for 'Cash Only' fee collection with DMV approval and appropriate signage;

4.25.11 A Customer is entitled to receive one free retest at any Test Center within 60 days of the vehicle failing the initial emissions test. Owners of vehicles retested on or after 61 days will pay for all subsequent retests until vehicle becomes compliant;

4.25.12 Respondent shall be required to pay all retail sales tax and local property taxes appropriate for any business operating in Connecticut. Inspection Fees are not subject to Connecticut State sales tax;

4.25.13 No test fee shall be charged for challenge tests, training, turn-away or aborted incomplete emissions tests;

4.25.14 Emissions test fees shall be collected prior to the performance of a paid test and may not be part of any promotion, combined service or invoice provided by the Test Center;

4.25.15 VIRs are to be printed on plain white paper, no colored paper or advertising is allowed in the CT VIP. The VIR is the customer receipt for testing and payment.

#### **4.26 Emissions Late Fee**

The respondent shall offer the option for customers to pay emissions late fees at test centers. Payment at Test Centers may be for the emissions late fee only and does not have to be done in conjunction with an emissions test. DMV will collect emissions late fees through the DMV website, the mail and at DMV branch locations. Customers may have the option to pay through the DMV Interactive Voice Response (IVR) system.

Respondent will describe how it will recruit Test Centers to perform collection of motor vehicle owner's late fee. Late fees may be assessed as follows:

4.26.1 A Late fee is assessed on a vehicle if it is not tested within 30 days of the vehicle's I/M test date or within 30 days of the date of new vehicle registration by new owner, if needed;

4.26.2 If a vehicle fails its initial test and is not retested within 60 days, a late fee will be assessed;

4.26.3 EDBMS will identify vehicles to assess an emissions late fee; and



4.26.4 If the 30-day late fee assessment date or the 60th day retest date falls on a holiday or Sunday, the late fee assessment date will be extended to the following business day.

#### **4.27 Quality Assurance & Quality Control Plan**

Respondent will detail a Quality Assurance/Quality Control (QA/QC) plan that meets or exceeds the requirements the SIP, Federal Clean Air Act, the Code of Federal Regulations, CGS Titles 14 and 22a and State policy.

The QA/QC Plan should describe the frequency of equipment inspection, calibration methods and on-going maintenance. The data will be transmitted to EDBMS from the CDAS. A preventive maintenance plan for the equipment should also be included. Quality control program measures to preserve the validity of inspection results are mandated by 40 CFR 51.359.

DMV seeks to improve upon its auditing capability of the CDAS test analyzers. The equipment shall be automated with a self-auditing pre-OBD II test integrity checking. All CTVIP equipment shall be user friendly, intuitive and tamper proof. Gas analyzers are needed for the PCTSI for gasoline engines.

The gas analyzer shall require gases for the bi-annual audit. DMV seeks a method to insure continuous accuracy with automated pre-test self-operational integrity verification for the gas analyzer system, including easy to follow prompts and video recording of entire audit.

Maintenance records should record and benchmark equipment performance over time periods. This information will be used to revise calibration schedules if necessary. Recalibration depends upon the equipment's performance at designated testing threshold volumes. DMV requires OBD II calibration before each OBD II test verifying cabling and device integrity.

The QA/QC Plan should cover installation and operations management of the CDAS and associated equipment. The Plan must cover each of the I/M test types in the CTVIP during actual test administration. The Respondent will:

4.27.1 Evaluate I/M Program performance at regular intervals to ensure confidence and correct any variances from SOP and normal equipment operations;

4.27.2 Provide procedures to ensure the proper operations and quality of application software;

4.27.3 Provide risk assessment methodology to identify and reduce risks;

4.27.4 Provide a continuous prevention plan guarding against fraud, waste or abuse and procedures to discover, correct and prevent reoccurrence;

4.27.5 Report all incidents of fraud to DMV within 24 hours;

4.27.6 Document all quantifiable QA/QC metrics and procedures and continuously evaluate them to assess effectiveness of system reliability;

- 4.27.7 Provide and repair as necessary, at no cost to the CTVIP, motor vehicles for covert audits for all the testing types and configure them to fail;
- 4.27.8 Pay the testing fees for covert audits;
- 4.27.9 Conduct and provide data for Test Lane/Bay Q/A and overt audits, repair data audits, financial audits and threshold alert audits;
- 4.27.10 Deliver a summary of weekly and monthly fraudulent activity per the audit types;
- 4.27.11 Develop, deploy and operate a DMV approved comprehensive fraud prevention plan;
- 4.27.12 Insure the accuracy and integrity of test data according to 40 CFR 51.365; and
- 4.27.13 Provide to DMV a minimum of 10 laptop computers. They will be equipped with Connecticut specific OBD II for light duty and heavy duty and opacity testing software and hardware. The laptops will provide DMV personnel the ability to perform audits at Test Centers and in the field and the ability to inspect vehicles in fraud cases. These computers will have at minimum Windows 10 and Microsoft 365. The Respondent will also provide the DMV with two full service CDAS units for verification testing. The Respondent will be responsible for all software and hardware updates and maintenance throughout the terms of the contract for these units.

#### **4.28 Test Center Equipment Quality Assurance**

Respondent is expected to perform all audits required by the SIP, Federal Regulations and State policy. Respondent will bear all costs associated with the audits including but not limited to: audit gases, audit vehicles, equipment and tooling, covert testing fees, covert audit vehicles and their replacements for each year of the contract term. The Vendor's staff assigned to perform covert audits must be professional and unrecognizable to the test centers. The Q/A and Overt Auditors must be identifiable to test center staff for the tasks they must perform.

Respondent's Test Center equipment quality assurance (QA) plan shall:

- 4.28.1 Demonstrate the number of service technicians is sufficient to effectively respond to equipment problems and maintain resupply levels as needed for Test Center;
- 4.28.2 Supply a sufficient number of technical support vehicles to service Test Centers. These vehicles shall have commonly replaced parts and all necessary consumables in inventory;
- 4.28.3 Respondent will have a digital interface with Test Centers to install approved software updates, provide Test Centers with electronic notices and messages such as to perform and/or initiate and complete equipment maintenance or procedural updates. This system will be user role defined and provide detail logs of what was sent or performed remotely and supplied in daily reporting to DMV;

- 4.28.4 CTIs shall be properly trained to perform all required routine equipment maintenance;
- 4.28.5 Test Centers shall have sufficient supply of consumables to independently perform common equipment and preventative maintenance to ensure uninterrupted testing for at least 48 hours without being resupplied;
- 4.28.6 Respondent shall insure the VIR adheres to 40 CFR 51.358(a)(3), along with list of certified repair facilities and repair form for vehicles that fail;
- 4.28.7 VIRs are to be printed on plain white paper, no colored paper or advertising is allowed in the CTVIP.
- 4.28.8 Test Centers shall perform all CDAS calibrations according to 40 CFR 51.359. DMV requires that calibration of the OBDII device and cabling be performed prior to each OBDII test to eliminate communication failures due to equipment faults. Under 40 CFR 51.359(f), the CT SIP must include a description of quality control and record keeping procedures. Respondent shall provide standard operating procedures (SOP) and manual describing quality control procedures and requirements to conform with the CT SIP;
- 4.28.9 Test Centers are responsible for equipment preventive maintenance not requiring a service technician;
- 4.28.10 Respondents shall identify commonly replaced supplies and establish minimum stocking levels at the Test Centers subject to DMV approval; and
- 4.28.11 DMV shall annually review and approve the cost of all consumables charged to Test Centers.

#### **4.29 Customer Assistance Call Center**

Respondent shall employ a properly trained staff for the Customer Service and Phone Center operations, which will be located in Connecticut.

- 4.29.1 Describe how Respondent will manage customer assistance call centers sufficiently to reduce calls to and contact with DMV;
- 4.29.2 The Proposal will describe thresholds for resolution of issues through escalation levels. The Respondent shall include procedures for handling of both business and technical questions; and
- 4.29.3 The Respondent should address call center staffing requirements, training, roles and responsibilities.

#### **4.30 Customer Service**

All Proposals will include a detailed plan for successful customer relations. This plan must address how customers will be handled courteously at all times. The Respondent will develop a

Standard Operating Procedures manual regarding how to answer motorist's questions as well as Test Facility, CTI, CERT and CERF questions.

- 4.30.1 The Respondent shall employ a properly staffed customer service and phone center located in Connecticut;
- 4.30.2 Personnel must be trained to handle all customer and test center inquiries;
- 4.30.3 All Proposals must include a detailed plan for successful customer relations;
- 4.30.4 The call center plan must address how customers will be handled courteously at all times;
- 4.30.5 The Respondent should develop standard operating procedures for personnel so questions are answered quickly and accurately;
- 4.30.6 The Respondent shall be responsible for handling and resolving all complaints;
- 4.30.7 The Respondent shall provide DMV with a weekly and monthly analysis report of complaints including suggested corrective measures;
- 4.30.8 A full time dedicated manager shall be responsible to plan, direct and administer all customer service operations;
- 4.30.9 Respondent's customer service center shall have a current listing of certified repairers to provide and assist owners of vehicles that fail a test;
- 4.30.10 Test Centers will have signage indicating how to make comment on the testing experience;
- 4.30.11 Respondent shall respond to customer complaints in writing and provide a copy to DMV;
- 4.30.12 Respondent must notify DMV within 24 hours of any damage claims and provide a weekly report of their resolution;
- 4.30.13 Respondent shall provide a customer relations plan to help motorists. The plan should inform motorists that questions may be posed to customer service agents either in-person, by telephone, over SMS, through email, postal mail or phone app or other method;
- 4.30.14 The program plan and the customer service phone center plan shall indicate how the Respondent CTVIP call center interfaces with the repair industry as required in accordance with 40 CFR 51.369;
- 4.30.15 The plan shall also include proposed permanent and temporary customer service agent staff resources;
- 4.30.16 The plan should address the need for multi-lingual services;

- 4.30.17 Respondent shall be responsible for handling and resolving all inspection related vehicle damage claims;
- 4.30.18 Any incident or alleged incident of customer injury or harm that occurs at any Test Center must be reported to DMV within one hour of the occurrence or the Respondent's receipt of a report thereof;
- 4.30.19 Respondent shall provide a toll free Help Desk Hotline to assist customers, Test Centers, CTI's with troubleshooting, consumable ordering, service calls and so forth;
- 4.30.20 The Help Desk Hotline shall be staffed and fully operational from 8:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 2:00 p.m. Saturday;
- 4.30.21 Respondent shall be responsible for the generating, mailing and complete processing of emissions notifications utilizing data provided by DMV. The generating and mailing should be located in CT to reduce possible delays in circulation;
- 4.30.22 Notification content and format shall be approved by DMV. Notices shall be sent no more than 60 days and no less than 45 days prior to a vehicle's initial test due date;
- 4.30.23 Respondent may provide a reminder sticker for next inspection date to affix to the interior of the driver's side windshield;
- 4.30.24 Respondent will remain up to date with important repair industry issues, recalls and technical service bulletins. This information will be sent to DMV for review and approval and then given to customer service staff and repair centers;
- 4.30.25 Develop a plan to reduce wait times in accordance with DMV's standard;
- 4.30.26 Refund requests for inspection fees, late fees, diagnostic or fees resulting from improper or incorrect vehicle inspections shall be reported to DMV and resolved by Respondent. Copies of the request and Respondent's response shall be provided to DMV; and
- 4.30.27 Refunds are Respondent's responsibility and must be reimbursed in full from Respondent's funds within two weeks from the date of the claim or of the Respondent's receipt of a written directive from DMV.

#### **4.31 Program Information and Education (PIE)**

In accordance with 40 CFR 51.368(a) the motoring public must be made aware throughout program operation of the State's air quality problem. The Program of Information and Education (PIE) shall provide important information of the CTVIP including types of associated human health impacts. The PIE shall post these benefits of the I/M program via Public Service Announcements (PSA) run on radio and television stations, email blasts, Facebook, Twitter, other social apps and any other type of communication method. The PIE PSAs will provide

meaningful scientific documentation of the need for and benefits of an I/M program. These media PSA will provide instructions about how to maintain an emissions compliant vehicle. They will also show how to locate a qualified Center for Repair Facility (CERF) with Certified Repair Technicians to fix noncompliant cars or trucks. The PIE will illustrate procedures to protect the public from fraud and abuse by CERFs and CERTs. Respondent will ensure a dedicated program manager for the PIE campaigns. Respondent will also identify funds in the Cost Proposal to provide resources to develop and maintain PIE throughout the term of the Contract. All program and public information shall be approved by DMV. The PIE Proposal must include a detailed plan that addresses the following:

4.31.1 Maintain PIE funding sufficient to remain active and effective throughout the term of the Contract;

4.31.2 Provide a public information media campaign for Public Service Announcements introducing the new program including the specifics of the kickoff and program changes;

4.31.3 Design an ongoing plan to inform the public of air quality, Federal and State requirements and role of motor vehicle pollution on public health;

4.31.4 Respondent shall establish a website that shall, at a minimum, provide;

4.31.4.1 All program literature including the Customer Bill of Rights;

4.31.4.2 Test Center locations, test types offered, contact information and directions;

4.31.4.3 Vehicle compliance lookup displaying compliance status and emissions test due date;

4.31.4.4 Test Center and CTI portal for training and recertification;

4.31.4.5 Repair technician (CERT) portal for updating credentials;

4.31.4.6 E-mail capability for customer complaints;

4.31.4.7 Hyperlink to DMV website;

4.31.4.8 Listing of certified repair facility locations, contact information.

4.31.4.9 Live update on stations operational status

4.31.4.10 Web link for CERTS and CERFS to provide repair data for vehicles.

4.31.4.11 Web link for training of CTIs, VIN verification personnel and fleet testers.

4.31.5 All content and updates shall be approved by DMV prior to implementation;

4.31.6 The Emissions web site shall meet (BEST) defined standards and be compatible with all web browsers;

4.31.7 The Emissions web site shall provide customers at no cost an I/M emissions test due date reminder. This reminder shall be based exclusively on the VIN and email address entered by the customer. No PII or credit card/bank account information shall be collected, stored, displayed or required by this feature;

4.31.8 The Emissions web site shall not include, display, or highlight Respondent's company logo or related company information except as approved by DMV; and

4.31.9 Program website shall have a separate Test Center and CTI portal dedicated to technical testing information such as diagnostic link connectors (DLC) locations, vehicle look-up table (VLT) exempt vehicles, gas cap adapter charts and other pertinent material.

#### **4.32 Connecticut Emissions Technical Center and Referee Station**

Respondent will establish and operate a Technical Education Center and Referee Station. Please refer to section.

4.32.1 Respondent referee station must employ at least one certified ASE (Association of Service Engineers) L1 Technician;

4.32.2 Respondent's phone center will have staff capable of providing mechanical repair advice for the public as well as vehicle repair technicians;

4.32.3 Serve as a screening center to determine vehicle repair and diagnostic waiver eligibility;

4.32.4 Provide and maintain a lift for inspecting vehicles during waiver screening process;

4.32.5 Provide a dynamometer for drive cycle identification issues;

4.32.6 Provide and maintain testing and diagnostic equipment for challenge tests; and

4.32.7 Perform Acceptance Test Plan (ATP) testing for the CTVIP.

#### **4.33 Certified Emissions Repair Facilities Certified Emissions Repair Technicians**

Provide a description of how Respondent will recruit, monitor and retain (1) a network of Certified Emissions Repair Facilities (CERF); and (2) a network of Certified Emissions Repair Technicians (CERT). CERT qualifications consists of obtaining and maintaining an ASE L1 certification.

Respondent will:

4.33.1 Describe how it will recruit, monitor and retain a network of Certified Emissions Repair Facilities (CERF);

4.33.2 Create website for CERFs and Certified Emissions Repair Technicians (CERT);

- 4.33.3 Post CERF requirements, including employing at least one ASE L1 Technician that is registered in the CTVIP as a CERT. The repairer must also hold a valid State of Connecticut DMV Dealers or Repairers License;
- 4.33.4 Post CERT qualifications, consisting of obtaining and maintaining an ASE L1 certification and applying to be a CERT;
- 4.33.5 Create a network in the EDBMS listing credentials of all CERFs and CERTs;
- 4.33.6 When a motorist's vehicle fails I/M testing, have CTI provide the Customer with a VIR explaining the reason the vehicle failed, and a list of CERF's within 10 miles or greater of the test center based on DMV recommendations. The Test Center will have the ability to print other locations at motorist's request and a repair data form to be completed by repair facility;
- 4.33.7 Create repair records for use in database;
- 4.33.8 Create a Repair Effectiveness Index (REI) as required by CGS 14-164c and 40 CFR 51.369;
- 4.33.9 Design and enforce a code of honor and conduct to be signed by CERF and CERT;
- 4.33.10 Create a web portal for CERT to update credentials and upload repair data for vehicle at time of repair to be entered into EDBMS repair data collection.

#### **4.34 Vehicle Repair Data**

Each vehicle that fails an emissions test shall have its repair data categorized and collected upon re-test or entered at the time of repair by a CERT at a CERF location: The Vendor will design a secure portal that allows the CERT to enter the vehicle repair information into the EDBMS network at the time of repairs prior to retesting of the vehicle.

- 4.34.1 Respondent will create vehicle repair data form that will be provided to motorists. Exhibit 7 is a sample of the current vehicle repair data form. Respondent should provide an improved repair form that they propose for the CT I/M program;
- 4.34.2 When a vehicle fails an emissions test the motorist shall receive:
  - 4.34.2.1 Vehicle Inspection Report – VIR to be printed on plain white paper; no colored paper or advertising is allowed in the CTVIP;
  - 4.34.2.2 List of CERFs within 10 miles or greater of Test Center; and
  - 4.34.2.3 Vehicle Repair Data Form;
- 4.34.3 Repair Data Form will include VIN, make, model year and related repairs;
  - 4.34.3.1 This information may be used for issuance of an I/M repair waiver;



4.34.4 Repair data will be used to compile the Repair Effectiveness Index (REI) by Vendor; and

4.34.5 The vehicle repair data form and customer receipts shall be transmitted to the EDBMS prior to the retest completion of the vehicle.

#### **4.35 Training**

Respondent is responsible for all training and certification all CTIs, Test Center Managers, Fleet Inspectors, VIN verification personnel, CERTS, CERF personnel and all other parties that participate in the CTVIP program. The training plan will indicate the knowledge needed to become certified as a CTI. It will indicate how the CTI informs the Customer of a failed vehicle test. It will indicate how the CTI provides the customer with the Vehicle Inspection Report (VIR) as well as the list of Certified Emissions Repair Facilities in the vicinity of the Test Center.

Respondents must provide a detailed Training Plan for CTI's, Fleet testers, VIN verification personnel, CERT, CERF, DMV and Respondent personnel. The Training Plan will document:

Respondent will provide training for DMV and Heavy-Duty Diesel inspection staff. All training will be done at no cost to the state;

4.35.1 All training curricula are approved by DMV prior to commencement of training;

4.35.2 All Test Center Network personnel training is accomplished 30 days prior to program commencement;

4.35.3 All Test Center managers are trained in accordance with 40 CFR 51.367 (a) and (b);

4.35.4 DMV is provided with the training class schedule no later than two weeks prior to the course commencement;

4.35.5 Allowing a minimum of 30 minutes of each class for DMV to present an anti-fraud prevention education;

4.35.6 CTI recertification training every two years from the date of initial certification; and

4.35.7 Training all Fleet inspectors, VIN verification personnel, CERTS and CERFs and all other entities that participate in the CTVIP program.

#### **4.36 Value Added Options**

The State will consider additional program options beyond the minimum requirements outlined in this RFP that will bring enhancements to the CTVIP. These should be submitted as a separate Proposal.

## CHAPTER 5: SUBMITTAL REQUIREMENTS

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The provisions in this section include language, conditions, and requirements that are applicable to the construction of Proposals. Many of these provisions may be included in the subsequent Contract.

### 5.1 Proposal Conditions

#### 5.1.1 Adequacy and Completeness of Proposal

The State, in its sole discretion, may reject any RFP Proposal as incomplete for failure to either respond to the information required in this RFP or for failure to provide any items requested in the RFP.

#### 5.1.2 Required Terms and Conditions

The Respondent is required to review and comply with the submittal requirements, the Proposal instructions, transmittal letter requirements and legal terms and conditions.

#### 5.1.3 Transmittal Letter Requirements

The transmittal letter should include the following:

5.1.3.1 A statement accepting the requirements set forth in this RFP;

5.1.3.2 A statement that the Respondent's Proposal is in compliance with all the requirements of this RFP;

5.1.3.3 A statement that the Proposal is valid for a period of one hundred eighty days from the submission date and may be extended by mutual agreement;

5.1.3.4 A signature by an individual with authority to bind the Respondent;

5.1.3.5 A statement certifying: "The information contained in this Proposal including its exhibits, schedules, and other documents delivered or to be delivered to the State is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the State as to any material fact.";

5.1.3.6 A statement certifying that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP;

5.1.3.7 A statement certifying that the products offered to the State, including commercially available and /or proprietary products (software, hardware, operating systems) that may be modified to meet the requirements of the RFP, are currently manufactured and available for sale, lease, or license on the date the Proposal is submitted and will be available when the CTVIP is implemented;

5.1.3.8 A statement that the Respondent fully complies with the August 2002 corporate governance rules proposed by the New York Stock Exchange:

[https://www.nyse.com/publicdocs/nyse/listing/NYSE\\_Corporate\\_Governance\\_Guide.pdf](https://www.nyse.com/publicdocs/nyse/listing/NYSE_Corporate_Governance_Guide.pdf);

5.1.3.9 A statement that no changes, substitutions, additions or deletions in the Proposal shall be made unless written approval is obtained from the State;

5.1.3.10 A statement that the Respondent, Respondent's parties, partners or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or prohibited from similar motor vehicle emissions inspection systems programs or other related business covered by any Federal, State, or local agency;

5.1.3.11 A statement that within the last five (5) years the Respondent has not been convicted of or entered a plea of guilty for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating lack of business integrity, or business honesty;

5.1.3.12 A statement that within the last five (5) years the Respondent has not had a conviction or entry of a plea of guilty for commission of a criminal offense as incident to obtaining a public contract or private contract or subcontract, or in the performance of a contractor subcontract;

5.1.3.13 A statement that within the last five (5) years the Respondent has not had a conviction or entry of a plea of guilty under State or Federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or Proposals;

5.1.3.14 A statement that within the last five (5) years the Respondent has not had any contract or RFP cancelled or terminated for cause or default;

5.1.3.15 A statement that within the last five (5) years the Respondent has not filed for bankruptcy or that bankruptcy filing is imminent;

5.1.3.16 A statement concerning any current business relationships (within the last three (3) years) with a public official (including an elected official) or State employee that pose a conflict of interest, as defined by C.G.S. § 1-85. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."; and

5.1.3.17 A statement that the Respondent is not an agent or employee of the State and shall not portray its subcontractors or agents as agents or employees of the State.

#### 5.1.4 Validity of Proposal

The Respondent certifies that the Proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in the RFP and any amendments or attachments. The Proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the State may include the Proposal, by reference or otherwise into any contract with the successful Respondent.

#### 5.1.5 Request for Proposal Not an Offer

Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. There is no liability for costs incurred by the Respondent or for payment of services until there is a fully executed and approved contract after which payment would be in accordance with the contract terms.

#### 5.1.6 Changes

No additions or changes to the original Proposal will be allowed after the submission. While changes are not permitted, the State may request and authorize Respondents to submit written clarification of their Proposals, in a manner or format prescribed by the State and at the proposer's expense.

#### 5.1.7 Supplemental Information

Supplemental information will not be considered after the deadline for submission of Proposals, unless specifically requested by the State. The State may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in the Proposal. Any such demonstration, interview, or oral presentation will be at a time and place selected by the State. At its sole discretion, the State may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.

#### 5.1.8 Presentation of Supporting Evidence

If requested by the State, a Respondent must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The State may make onsite visits to an operational facility or facilities of the Respondent to evaluate further the Respondent's capability to perform the duties required by this RFP. At its discretion, the State may also check or contact any reference provided by the Respondent.

#### 5.1.9 Oral Agreement

Any alleged oral agreements or arrangements made by Respondents with any State agency or employee will be disregarded in any State Proposal evaluation or associated award.

#### 5.1.10 Implementation Time Frame

The State anticipates an aggressive implementation approach and requests each Respondent to provide the State with a system implementation timetable that ensures complete implementation by May 6, 2021. Each Respondent shall address the State's implementation approach and inform the State of any foreseeable impediments to compliance.

#### 5.1.11 Accuracy and Completeness of the Proposal

Proposals must contain all required information and statements in the form and order requested by this RFP. The Respondents should respond "none" or "not applicable" to any RFP question and/or information request, when the response is the only appropriate response.

#### 5.1.12 Conflict of Interest

By responding to this RFP, the Respondent represents, certifies and warrants that:

5.1.12.1 The Proposal is not made in connection with any Respondent submitting a separate response to this RFP, or a public official or employee of the State, and is in all respects fair and without collusion or fraud;

5.1.12.2 The Respondent did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance;

5.1.12.3 No agent, representative or employee of the State participated directly or indirectly in the preparation of the Respondent's response; and,

5.1.12.4 The Respondent has not employed or retained any person other than bona fide employees or consultants working solely for the Respondent(s) to solicit or secure the Contract, and that it has not paid or agreed to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or execution of the Contract.

#### 5.1.13 Independent Price Determination

By submission of a Proposal, the Respondent shall be deemed to have represented, warranted and certified that, the following requirements have been met in connection with this RFP:

5.1.13.1 The submitted Proposal is not made in connection with any competing organization or competitor submitting a separate Proposal in response to this RFP;

5.1.13.2 The costs proposed have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition.

5.1.13.3 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis, directly or indirectly, to any other organization or to any competitor;

5.1.13.4 No attempt has been made or will be made by the Respondent to induce any other organization or competitor to submit, or not submit, a Proposal for the purpose of restricting competition.

#### 5.1.14 Ownership of Proposals

All Proposals submitted shall become the sole property of the State. The State is not restricted in its rights to use or disclose any or all of the information contained in the Proposal.

#### 5.1.15 Proposal Expenses

The State assumes no liability for payment of any costs or expenses incurred by any Respondent in (a) responding to this RFP; (b) preparing responses for clarification; (c) submitting to interviews; (d) preparing and participating in a Proposal Presentation and Response to Questions from the State; (e) negotiating the Contract; (f) attending meetings and presentations required for the Contract approval process; or, (g) engaging in any activity related to this RFP and the subsequent Contract negotiation process.

#### 5.1.16 Compliance with Federal and State Law

Any award resulting from this RFP must be in full compliance with Federal and State statutory, regulatory and procedural requirements, including executive orders.

#### 5.1.17 Joint Ventures

Joint ventures will not be accepted. The State will only enter into a Contract with a single Contractor who will be required to assume full responsibility for the delivery, installation and integration of CTVIP and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the Contractor. By submitting the Proposal, the Respondent agrees to perform the services as an independent operator and not as an agent or employee of the State.

The Respondent may enter into written subcontract(s) for performance of certain functions under the Contract only with written approval from the State.

The selected Respondent shall be wholly responsible for the entire performance of the Contract whether or not subcontractors are used. Additionally, the State shall be named as a third party beneficiary in all subcontracts.

#### 5.1.18 Performance Bond

Respondents must furnish as part of their Proposal, a written statement signed by a duly authorized member/officer that attests to the fact that the Respondent shall agree to and be

able to furnish the State with a minimum performance bond with surety as detailed below, if it is awarded the Contract. At a minimum, the surety bond shall be in the amount of \$5,000,000.00. Failure to provide and/or maintain the required bond will result in cancellation of the award and/or Contract.

5.1.19 Corporate Reporting

Each Respondent must provide:

5.1.19.1 A Certificate of Authority, Certificate of Legal Existence or Certificate of Good Standing, as applicable, from the Office of the Secretary of the State of Connecticut, dated not more than one year prior to the RFP issuance date, which shall be updated within sixty (60) days of the execution of the Contract;

5.1.19.2 A tax clearance statement from the Department of Revenue Services which shall be updated within sixty (60) days of the execution of the Contract; and,

5.1.19.3 A statement from the Department of Labor confirming compliance with employee contribution requirements, which shall be updated within sixty (60) days of the execution of the Contract.

5.1.20 Conclusions Drawn or Interpretations of RFP

The State assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process.

5.1.21 Conflicts, Discrepancies or Omissions in RFP

Should a Respondent find conflicts, discrepancies or omissions in this RFP or any other documents provided by the State, the Respondent should immediately notify the State of the potential discrepancy and each Respondent shall be informed of any clarification via BizNet. Each Respondent requesting an interpretation will be responsible for delivering such requests to the State in writing via BizNet. Failure to notify the State of any inconsistency will constitute a waiver of claim of ambiguity, inconsistency or error by the Respondent.

5.1.22 Other Rights Reserved by the State

The State, in its sole discretion, reserves the right to:

5.1.22.1 Amend or cancel this RFP at any time if the State deems it to be necessary and appropriate, or otherwise in the best interest of the State;

5.1.22.2 Modify deadlines through amendments to this RFP;

5.1.22.3 Establish and modify the timing and sequence of events resulting from this RFP;

- 5.1.22.4 Refuse to accept or return submitted Proposals that do not comply with procurement requirements;
- 5.1.22.5 Reject the Proposal of any Respondent in default of any prior contract with the State or for misrepresentation of material presented;
- 5.1.22.6 Reject any Proposal that is received after the deadline;
- 5.1.22.7 Reject any Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies;
- 5.1.22.8 Waive minor technical defects, irregularities, or omissions if it is in the best interest of the State;
- 5.1.22.9 Cost of RFP Proposal preparation, written questions and equipment demonstration are the responsibility of the Respondent;
- 5.1.22.10 After reviewing the scored criteria, seek Best and Final Offers (BFO) on cost from the proposers and set any parameters on any BFOs received;
- 5.1.22.11 Negotiate or contract for all or any portion of the services contained in the RFP;
- 5.1.22.12 Reopen the procurement process if it is determined that no acceptable Proposals are submitted in response to this RFP;
- 5.1.22.13 Discuss with selected Respondent(s) any terms and conditions in its Proposal, including (but not limited to) financial terms; and
- 5.1.22.14 Correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Respondent and subsequently awarding the contract to another Respondent. Such action on the part of the State shall not constitute breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void ab initio and of no effect as if no contract ever existed between the State and the Respondent.

## **5.2 Due Diligence**

By submission of a Proposal, each Respondent shall certify, warrant and represent that it:

- 5.2.1 Has been afforded the opportunity to review all, facilities, services or functions essential to the satisfactory implementation and operation of CTVIP and, has had the opportunity to ask questions regarding CTVIP throughout the Proposal submission period;
- 5.2.2 Has been afforded the opportunity to review other Respondents' questions and respective responses by the State;
- 5.2.3 Requires no additional licenses or authorizations to accomplish implementation of CTVIP with the exception of those referred to in the Proposal;



5.2.4 Is responsible for all aspects of CTVIP design, including verification of data relating to the design requirements and specifications of the RFP, and any

Schedules;

5.2.5 Is responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of CTVIP or any phase thereof, including, but not limited to, adherence to design requirements and specifications, pricing, transition plans and migration strategy; and

5.2.6 Shall be responsible, at its sole cost and expense, for any additional deliverables or products necessary to meet the specifications in accordance with the requirements of this RFP and the Contract awarded.

### **5.3 Proposal Representations**

#### **5.3.1 Key Personnel**

5.3.1.1 The Proposal must include a representation that Respondents shall identify all “key personnel,” by their qualifications and roles and responsibilities for the implementation of the CTVIP Project. Personnel positions identified as “key personnel” in the Proposal will be assigned to work on the Project to maintain the level of services as described in the Proposal and contract. The Respondent will supply a list of dedicated/permanent staff positions that will not be moved to other non-CT projects. The Respondent is to name key personnel by job title and amount of time dedicated to CTVIP.

5.3.1.2 The State reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have been terminated. The State reserves the right to approve replacements for key personnel who have been terminated. The State further reserves the right to require removal and replacement of any of the Respondent’s key personnel who do not perform adequately regardless of whether they were previously apprised by the State.

#### **5.3.2 Property of the State**

All Proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.

#### **5.3.3 Equal Opportunity and Affirmative Action**

5.3.3.1 By submitting this Proposal, each Respondent agrees to make itself aware of and comply with all local, State, and Federal ordinances, statutes, laws, rules, regulations applicable to the services covered by this RFP; including, but not be limited to, Workers’

Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP; and; 5.3.3.2 The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment or business practices, including its purchasing policies. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

#### 5.3.4 Statutory and Regulatory Compliance

5.3.4.1 Freedom of Information, C.G.S. § 1-210(b). The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their Proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

5.3.4.2 Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive. CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.

5.3.4.3 Consulting Agreements, C.G.S. § 4a-81. Proposals for State contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the Proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, Vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests

for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at:

[http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

**IMPORTANT NOTE:** A proposer must complete and submit OPM Ethics Form 5 to the Department with the Proposal.

5.3.4.4 Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi

Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2). If a proposer is awarded an opportunity to negotiate a contract with an anticipated value of \$50,000 or more in a calendar or fiscal year, the proposer must fully disclose any gifts or lawful contributions made to campaigns of candidates for Statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at:

[http://www.ct.gov/opm/fin/ethics\\_forms](http://www.ct.gov/opm/fin/ethics_forms)

**IMPORTANT NOTE:** The successful proposer must complete and submit OPM Ethics Form 1 to the Department prior to contract execution.

5.3.4.5 Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1). If a proposer is awarded an opportunity to negotiate a contract, the proposer must provide the Department with written representation or documentation that certifies the proposer complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at:

[http://www.ct.gov/opm/fin/nondiscrim\\_forms](http://www.ct.gov/opm/fin/nondiscrim_forms)

**IMPORTANT NOTE:** The successful proposer must complete and submit the appropriate nondiscrimination certification form to the awarding Department prior to contract execution.

5.3.5 Respondent Misrepresentation or Default

The State has the right to and will reject the Proposal of any Respondent and void any award resulting from this RFP to a Contractor who materially misrepresents any product and/or service or defaults on any State contract.

### 5.3.6 CTVIP Integration Obligation and Warranties

By submission of a Proposal, the Respondent shall certify, warrant and represent, with respect to its integration obligations:

- 5.3.6.1 It is responsible for the integration of CTVIP, comprised of the equipment and Licensed Software or Contractor Works, as may be modified;
- 5.3.6.2 It will provide Developer warranties pertaining to the CTVIP system and the software;
- 5.3.6.3 It is in compliance with all applicable laws and regulations;
- 5.3.6.4 It possesses all necessary rights, authorizations or licenses to perform the services under the Contract;
- 5.3.6.5 It has employees with the proper skills, training and background to perform the services in a competent and professional manner to ensure that all work is performed in accordance with the requirements of the Contract and Connecticut law;
- 5.3.6.6 It has and provides the State with free, good and clear title and/or license to all deliverables;
- 5.3.6.7 It is in material and workmanship and in conformity to the specifications for the same as set forth in the Proposal and articulated in the Contract;
- 5.3.6.8 It will hold harmless the State, its agents, or employees from liability of any kind for the use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee;
- 5.3.6.9 It will furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises or equipment, to its own work or the work of other contractors and Subcontractors;
- 5.3.6.10 It warrants that each information technology personal property or each developed, modified or remediated information technology personal property delivered under the contract shall meet the requirements of the Regulations of Connecticut State Agencies §4d-3-9;
- 5.3.6.11 It is supplying deliverables which meet the functional, performance and reliability requirements of the State as set forth in the RFP and agreed to in the Contract;
- 5.3.6.12 It will conform the Services and CTVIP to the objectives set forth in the RFP.
- 5.3.6.13 It will furnish materials and services as necessary to correct any defects in the deliverables and maintain deliverables in good working order in accordance with the

warranties set forth in this section as carried through in the Contract and the specifications and function, performance and reliability requirements for CTVIP, for a period of one year from the date the State notifies the Contractor of the State's Acceptance of CTVIP or longer as required by the contract;

5.3.6.14 It shall provide documentation warranties, for the Warranty Period, to the effect that any Deliverable consisting of documentation of a software or hardware deliverable will accurately reflect the operation of said software or hardware deliverable and will enable the State to use, modify and maintain CTVIP fully and completely.

5.3.6.15 For any equipment deliverables, it shall assign to the State, for the Warranty Period or a longer period if granted by the supplier or manufacturer, and the State shall have the benefit of, any and all manufacturers' or suppliers' warranties, representations, service agreements and indemnities, if any, with respect to such deliverables to the extent assignable by the Respondent. To the extent such warranties, representations, service agreements and indemnities are not assignable by the Respondent the Respondent shall agree that the State may assert or enforce, for the Warranty Period. The Respondent may have to enforce such warranties, representations, service agreements and indemnities. If such can only be enforced by the Respondent in its own name, upon written request of the State and at the

Respondent's sole expense, the Respondent shall take all reasonable action requested by the State to enforce such warranties, representations, service agreements and indemnities. The Respondent shall further warrant that it will not, without the consent of the State, make use of or modify the equipment in a way which would void the manufacturer's or supplier's warranties, representations, service agreements and indemnities. In the event such use or modifications, done without the consent of the State, results in such a voiding of any warranties, representations, service agreements and indemnities, the Respondent shall either alter its use or re-modify the equipment to restore said warranties, representations, service agreements and indemnities, or shall assume the same.

5.3.6.16 It shall, for any deliverable consisting of hardware or software to be used in production environment by the State and the CTVIP, be subject to a performance and reliability warranty. Such warranty shall provide a performance and reliability standard against which the deliverable is to be measured during the Warranty Period, and the remedies available to the State upon failure of the deliverable to meet the agreed-upon standard. Such remedies may include the provision of services and products necessary to make the deliverable meet the standards, extension of the Warranty Period, credit toward future payments or hold-back of current amounts due.

5.3.6.17 It shall not disclaim nor modify the implied warranties of merchantability and fitness for a particular purpose; provided however, with respect to CTVIP, each deliverable consisting of hardware or software to be used in production environment by the State, the

duration of such implied warranty shall be coterminous with the applicable express warranties for CTVIP and such hardware or software deliverables. For purposes of interpreting any implied warranty of fitness for a particular purpose, such implied warranty shall be deemed satisfied if the hardware or software conforms to the express warranties applicable thereto and noncompliance with the detailed design document and implementation plan, during the Contract Term.

#### 5.3.7 Permits, Licenses and Fees

With respect to contracts for the provision of services, the Respondent shall pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable Federal, State and/or municipal laws or regulations.

#### 5.3.8 Insurance

The Respondent shall agree to carry proper insurance to protect the State from loss.

#### 5.3.9 Confidentiality of Public Records.

The Respondent shall agree to contractual provisions ensuring the confidentiality of public records or files to which the Respondent has access, and that remain exempt from disclosure under FOIA or other applicable law, including but not limited to the Driver's Privacy Protection Act and CGS 14-10. In its Proposals, the Respondent shall acknowledge that the Contract shall include potential civil and criminal sanctions for the unauthorized disclosure of such records or files. The Respondent and its employees, agents, officers, directors, partners and authorized representatives shall be subject to all privacy and disclosure laws and any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

Furthermore, Respondents are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules and regulations resulting from them.

#### 5.3.10 Right to Audit

The Respondent agrees to provide the State and/or the authorized representatives of the State access to Respondent documents, papers, or other records pertinent to the RFP response in order to make audits, examinations, excerpts and transcripts and is subject to all audit provisions under including but not limited to CGS 4e-29, 4e-30, 4e70 and 4e-71.

#### 5.3.11 Taxes

The Department is exempt from payment of excise tax and sales tax imposed by the Federal government and the State. Respondents are liable for any other applicable taxes.

#### 5.3.12 Use of the State's Name

No advertising, sales promotion or other materials of the Respondent, its agents or representatives may identify or reference the Contract or the State in any manner without obtaining the State's prior written consent. As a condition of entering into a Contract, the Respondent further agrees to refrain from the following, absent the State's prior written approval: (a) making any statement to the media regarding the subject matter of this RFP or the subsequent Contract; or (b) making any statement to the media on any issue which is in the State's judgment likely to cause the Respondent or State staff to be viewed as anything other than neutral with respect to the subject matter of this RFP or subsequent Contract, or cast doubt on the competence or integrity of the State. Failure to comply with this Section by the Respondent shall constitute a material breach and, without limiting any other remedies the State may have, shall entitle the State to reject the Proposal or terminate the subsequent Contract for default.

#### **5.4 Minimum Proposal Qualifications**

The State will review each Proposal for compliance with the instructions and Proposal requirements. DMV may seek Respondent retraction or clarification of any discrepancy, contradiction or errata found during Proposal review. A Proposal not complying with RFP response format may not be evaluated. DMV may reject a Proposal that is in material noncompliance with these requirements. DMV will notify the Respondent of the decision to withhold evaluation. Such action will not preclude the Evaluation Committee from evaluating any other complete Proposal meeting the RFP requirements.

Respondent Proposals must provide;

5.4.1 Demonstration that Proposal meets DMV requirements and agrees to Proposal conditions and the RFP process;

5.4.2 Expertise with Connecticut State Implementation Plan (SIP) requirements and possible modifications;

5.4.3 Graphically and visually detailed work flows between Test Center, the Connecticut Decentralized Analyzer System (CDAS) defined as the complete set of hardware, software, testing equipment and accessories residing at a Test Center and necessary to conduct emission inspections, including equipment used for quality control. This includes, but is not limited to, the computer, modem, printer, test and communications software to connect to the Emissions Data Base Management System (EDBMS) and the current Connecticut Integrated Vehicle Licensing System (CIVLS);

5.4.4 The physical test center network and digital emissions database;

5.4.5 Information demonstrating financial soundness;

5.4.6 Operational capabilities;

5.4.7 Compliance with RFP format; and

5.4.8 Complete Proposal, including all required forms and signatures listed on BizNet.

## **5.5 References**

DMV requires three references from either current or past client agencies for which the respondent supplied services equivalent or closely corresponding to the Connecticut Inspection and Maintenance (I/M) program outlined in this RFP. One reference is required from a motor vehicle agency located within the United States. The official references must be obtained by the Respondent and must include the name of the reference, address, email address and telephone number. The reference should describe the type of services provided including but not limited to I/M physical Test Station Network, equipment, software and digital database communications used with the client agency. References may come from Respondents who have worked with DMV. DMV may require Respondent personnel to complete a standard reference questionnaire.



## CHAPTER 6: ACCEPTANCE CRITERIA

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Respondents should be aware acceptance testing will address all software, hardware, documentation, and any other digital or physical deliverable included in the Respondent's Proposal. DMV acceptance criteria will be met by Respondent's demonstrating:

- 6.1 Completed installation of all required hardware;
- 6.2 Completed installation of equipment at Test Stations;
- 6.3 Completed installation of all required software;
- 6.4 Completed conversion of all required data;
- 6.5 Implementation of operation procedures;
- 6.6 Successful interfaces with the EDBMS and Test Centers;
- 6.7 Successful interfaces with CIVLS; and
- 6.8 Completed documentation including;
  - 6.8.1 Systems documentation describing the hardware and application software;
  - 6.8.2 Operations documentation describing system operation activities;
  - 6.8.3 User documentation describing system usage; and
  - 6.8.4 Training documentation for training activities;
- 6.9 Completed training including;
  - 6.9.1 Training curriculum approved by the State;
  - 6.9.2 Training satisfactorily provided for DMV and inspection staff of CTVIP;
- 6.10 Detail for ongoing support and maintenance of the EDBMS;
- 6.11 Support activities, including service standards, during the Contract term as shall be set forth in the Contract; and
- 6.12 Expected scheduled maintenance of applications software and hardware.

## CHAPTER 7: SELECTION CRITERIA

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The evaluation criteria describes the major RFP elements DMV will assess:

- 7.1 Cost;**
- 7.2 Respondent's experience, qualifications and references;**
- 7.3 Financial resources and capability;**
- 7.4 Approach, program plan, development, deployment & implementation; and**
- 7.5 Functional requirements meeting CTVIP requirements.**
- 7.6 Selection Process**

DMV may reject all RFPs in whole or in part and waive minor irregularities and omissions if the best interest of the State will be served.

The DMV Commissioner assures a consistent evaluation process with the establishment of the Commissioner's Evaluation Committee (CEC) overseeing this procurement. The CEC shall consider all criteria and coordinate the entire RFP review and evaluation process. It will act as the State point of contact for all communications between the State and Respondents.

The CEC will forward qualified Respondents to the Commissioner. The CEC will use their professional experience when making their recommendation. The award to negotiate will be made by the Commissioner.

### **7.7 Cost Proposal Evaluation**

Cost Proposals are evaluated based on how well the business case requirements contained in this RFP are addressed. DMV will select the best cost Proposal for the development and implementation of the CTVIP I/M Program.

### **7.8 Detailed Product Costs**

Respondents must describe and list the make, model, serial number, revision level, manufacturer and version of each proposed products to be used in the program. This will demonstrate how the specified tools are deployed. The Respondent shall include both the asset acquisition and ongoing operating and maintenance costs for the contract term of the CTVIP.

### **7.9 (OPTIONAL) Value Added Option**

The Respondent may provide optional value added features. Examples of such features could be a pilot program or new innovative procedure. Another innovative optional feature could implement an aftermarket catalyst verification program. This Optional feature(s) must detail Respondent incurred cost increases or reductions, any time saving or any other benefits.

### **7.10 Impartial Review**

The Respondent will upload all mandatory digital forms and their Proposal to BizNet. Proposals submitted after the deadline shown in Table 1: Timeline are not accepted. An impartial review of the Respondent Proposals is ensured only when the submittal window is closed.

## **CHAPTER 8: ACRONYMS**

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Term Definition

# Number

ATP Acceptance Test Procedures

BAR Bureau of Automotive Repair

BEST Connecticut Bureau of Enterprise Systems & Technology

BizNet Connecticut Business Network

CDAS Connecticut Decentralized Analyzer System

CAA Clean Air Act Amendment of 1990

CTI Certified Test Inspector

CIVLS The Connecticut Integrated Vehicle Licensing System

CEC Commissioners Evaluation Committee

CERF Certified Emissions Repair Facility

CERT Certified Emissions Repair Technician

CFR Code of Federal Regulations

CTVIP Connecticut Vehicle Inspection Program

DCF Dilution Correction Factor

DEEP Connecticut Department of Energy and Environmental Protection

DLC Diagnostic Link Connector

DMV Connecticut Department of Motor Vehicles

DTC Diagnostic Trouble Code

EDBMSEmissions Database Management System

EOPL Effective Optical Path Length

EPA U.S. Environmental Protection Agency

GVWR Gross Vehicle Weight Rating

I/M Inspection and Maintenance Program

KOEO Key On Engine Off  
KOER Key On Engine Running  
MIL Malfunction Indicator Light  
MSA Modified Snap Acceleration Opacity Test  
OBDII On-Board Diagnostics 2nd Generation  
OBDIII On-Board Diagnostics 3rd Generation  
OBS Operational Breakdown Structure  
OPM Connecticut Office of Policy Management  
PCTSI Preconditioned Two-Speed Idle  
PM2.5 Particulate Matter 2.5 microns  
ppm Parts per Million  
QA Quality Assurance  
QC Quality Control  
R.C.S.A. Regulations of Connecticut State Agencies  
REI Repair Effectiveness Index  
RFP Request for Proposals  
RSD Remote Sensing Device  
SAE Society of Automotive Engineers  
SCP State Contractor Portal  
SIP State Implementation Plan  
VIN Vehicle Identification Number  
VIR Vehicle Inspection Report  
VLT Vehicle Look-up Table  
WBS Work Breakdown Structure

## CHAPTER 9: GLOSSARY

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**BAR certified:** In compliance with, and including written evidence thereof, certification standards established by the California Bureau of Automotive Repair, currently BAR 97, as may be amended or updated. (The State may consider the use of systems that are not BAR Certified provided that the Respondent provides, with their Proposal, proof through laboratory testing that the system(s) or component(s) meet or exceed all BAR Certification standards. Approval for use of non-BAR Certified systems shall be at the sole discretion of the State.)

**Biometric Logon:** Identity and Access Management (IAM) via unique individual physical traits necessary to access CTVIP digital & physical assets.

**BizNet: Business Network:** Streamlined method of doing business with the State. Hosted by Connecticut Department of Administrative Services (DAS) via the State Contracting Portal (SCP). <https://www.biznet.ct.gov>

**CAA:** Federal Clean Air Act Amendments of 1990, 42, U.S.C. § 7401, et. seq (P.L. 101-549) as may be amended from time to time. The term "CAA" in this document also includes legislation, regulation, policy and guidance set forth by Federal Agencies clarifying the Clean Air Act.

**Certified Testing Inspectors (CTI):** An individual trained and certified to perform official emission inspections in accordance with the requirements of 40 CFR § 51.367, and Regulations of Connecticut State Agencies, § 14-164c-10a.

**Certified Emissions Repair Technician (CERT):** Automotive technician successful in passing a State of Connecticut required training program devoted specifically to the repair of emission per 40 CFR 51.369 (c).

**Certified Emission Repair Facility (CERF):** Licensed Connecticut repair facility employing a Certified Emission Repair Technician (CERT).

**Challenge Test:** A method available to a motorist when they question the validity of their vehicle's emissions test. It allows the motorist to dispute the test results at no charge to them. The vehicle is retested by an emissions test center or at referee station at no charge with DMV supervision.

**Connecticut Integrated Vehicle Licensing System (CIVLS):** The State's Vehicle Licensing System

**Commissioner:** The Commissioner of the Department of Motor Vehicles.

**Connecticut Decentralized Analyzer System:** All hardware, software, peripherals and any necessary physical/digital products and equipment necessary to perform required emissions inspections at a Test Center. Some of these items are Workstations, Opacity Meters, Gas Cap testing equipment and any other new or existing emissions measurements and management methods.

**Contract and/or Agreement:** Definitive written agreement between the State and the Contractor regarding services contemplated under this RFP. The Contract shall contain terms covering Test Stations and EDBMS performance standards and solutions. It may be subject to further negotiation and change by the State. This includes any and all addenda, exhibits, schedules and historical documents incorporated therein, including without limitation the RFP and the Proposal.

**Contract Administrator:** Individual appointed by the Commissioner designated to act on behalf of the State for Contract administration purposes.

**Contractor:** The named person or entity in the Contract responsible for all services and requirements under the Agreement. Synonyms are Vendor, Respondent, Proposer, Bidder and Provider.

**Contractor Equipped Test Center:** The emissions testing facility connected to CDAS equipment free of charge from the Contractor.

**Contractor:** Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Respondent or Contractor. Synonyms are Vendor, Respondent, Proposer and Bidder Parties.

**Contractor Works or Work Products:** Anything provided or developed on behalf of Contractor independent of this specific Contract with the State of Connecticut.

**Contractor's Fee:** The dollar amount Contractor receives per paid transaction by each Test Center. (These may be Test Fee, Late Fee, Safety Test Fee, Registration Fee and any other fees enacted at the Federal or State level)

**Connecticut State Contractor Portal (SCP):** The State's centralized procurement portal operated by the Department of Administrative Services (DAS).

**DMV Regulations:** DMV promulgated regulations providing for emissions criteria for motor vehicle inspection and maintenance program pursuant to the statutory authority of C.G.S. § 14164c, as amended from time to time.

**EDBMS:** DMV emissions data base management system. This is the data center where all current and cumulative vehicle inspection test, repair data, customer personal, private information, DMV audit records, Test Center information, Certified Test Inspector records, Certified Emissions Repair Facility data, Certified Emissions Repair Technician data, is contained. The EDBMS is equivalent to the industry standard term "Vehicle Inspection Database" (VID).

**EPA Regulations:** Final rules of the EPA establishing performance standards and requirements for motor vehicle emissions inspection programs. See § 182 of the CAA appearing at 40 CFR Part 51, Subpart S, as amended, 40 CFR Parts 85 and 86, as amended, and all EPA technical guidance publications.

Expiration: The satisfactory end and conclusion of this contract based upon mutual performance and acceptance of Contract terms completed.

FOI or FOIA: The Freedom of Information Act as set forth in the CGS and Code of Federal Regulations.

Full Service Test Center: A Test Center providing all emissions test types and VIN verification.

GVWR: The loaded gross vehicle weight rating as defined and specified by EPA CFR delegation corresponding with the vehicle manufacturer.

Idle Test PCTSI: Pre-Conditioned Two Speed Idle (PCTSI) test. An exhaust emission test sampling and analysis performed while the vehicle engine is operating at or approximately at the vehicle manufacturers' recommended normal curb idle speed. The idle test may involve conditioning the vehicle at a vehicle drive-wheel speed of approximately 30 miles per hour.

Inspection Operations Manual: A DMV approved administrative and technical document provided by Contractor. It describes all Test Station, Test Lane, EDBMS operations and procedures.

Lane Bay: The designated area of an official emission inspection facility approved by DMV.

It must comply with all State and Federal requirements for emission testing.

MIL: A vehicle's malfunction indicator light alerting CTI to proper diagnostic codes for determining repair.

MSA: Modified snap acceleration opacity test.

Network of Test Centers: The location of Test Centers based upon population.

Notification: The emissions test due date notification letter sent to vehicle owners by Provider.

OBDII Only Test Center: A Test Center only providing OBDII emissions inspections.

On-Board Diagnostic (OBD) Inspection: Performing an inspection of the vehicle's on board diagnostic system (OBD II or OBD III) as per EPA 420-R-01015, June 2001.

Opacity Test: Measures the amount of light transmitted through a diesel exhaust plume.

OPM: The Connecticut Office of Policy & Management

PCTSI: Pre-conditioned two speed idle (PCTSI) test.

ppm: parts per million

Personally Identifiable Information (PII or pii): A type of data that identifies the unique identity of an individual. It is one of the most basic forms of personal information and includes an individual's name, gender, address, telephone, email address or basic data information that is electronically stored within a device or application.



**Project Manager:** The individual appointed by the Contractor responsible for the development and implementation of the CTVIP.

**Proposal:** A written offer to provide goods or services to the State in response to this RFP.

**Respondent:** A person or entity submitting a Proposal.

**Respondent Parties:** Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Respondent or Contractor (See "Contractor Parties").

**Provider/Contractor/Respondent/Vendor:** The Person or entity named in the Contract following an award in response to this RFP. The Contractor shall be responsible for all services and requirements under the Agreement.

**Request for Proposals (RFP):** The Request for Proposals to operate the Connecticut vehicle inspection program including all schedules, exhibits and addenda attached.

**State Implementation Plan or SIP:** is a series of Federally enforceable State laws, regulations and policies adopted by the Connecticut Department of Energy and Environmental Protection as required by the CAA and chapter 446c of the C.G.S. The SIP may be found at 40 CFR 52.369, et. seq. and is amended as required by the CAA.

**Software Quality Assurance:** The planned and systematic set of activities that ensure that software processes and products conform to requirements, standards, and procedures. "Processes" include all of the activities involved in designing, developing, enhancing, and maintaining software; "products" include the software, associated data, its documentation, and all supporting and reporting paperwork. The three mutually supportive activities involved in the software life cycle are management, engineering, and assurance. Software management is the set of activities involved in planning, controlling, and directing the software project. Software engineering is the set of activities that analyzes requirements, develops designs, writes code, and structures databases. Software assurance makes sure the management and engineering efforts put forth result in a product that meets all of its requirements.

**Standard Operations Procedures (SOP) manual:** A publication produced by the Respondent and approved by DMV that describes all policies and procedures related to emission program staff and management performing their duties.

**State Point of Contact:** The individual designated by the Commissioner as the single point of contact for Respondents during the Proposal and evaluation processes.

**States Project Manager:** The individual designated by the Commissioner who shall act as the representative of the State and be responsible for all CTVIP development, implementation, approvals, Acceptance and the like.

**Subcontractor:** Any Person or entity (other than the Contractor) hired by the Contractor to perform work or provide any of the services described in this RFP.

**Termination:** An end to the Contract prior to the end of its agreed term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Contract Term.

**Test Center:** Those independently owned facilities which have, by agreement with Contractor, opted to participate in the CTVIP as an official emissions testing facility as evidenced by the execution of a Test Center Agreement and approval by DMV.

**Test Center Agreement:** The legal contract, approved as to form by DMV, between the Contractor and an eligible DMV licensed business that officially recognizes a Test Center as an official emissions testing facility.

**Test Fee:** The motorist per-test fee pursuant to C.G.S. 14-164c(k)(1). The CTVIP test fee is \$20 per test.

**Test Lane/Bay:** The area in a Test Center, approved by DMV, that is dedicated exclusively to the performance of emissions inspections.

**Test and Repair Center:** Test Center performing both emissions tests and emissions related repairs.

**Workstation:** The complete set of hardware, software, testing equipment and accessories residing at a Test Center and necessary to conduct emission inspections, including equipment used for quality control. This includes, but is not limited to, the computer, modem, printer, test and communications software to connect to the EDBMS.

## EXHIBIT 1: GUIDE TO DIGITAL PROPOSAL SUBMISSIONS

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### 1.1 Introduction to Business Network: BizNet

The Department of Administrative Services (DAS)/Procurement Division requires companies to create a Business Network (BizNet) Account to access the State Contracting Portal (SCP). Utilization of the Connecticut BizNet system assures your company profile is legally valid for doing business with the State of Connecticut. Companies are responsible for the accuracy of their information on BizNet as State of Connecticut legislation, regulation, policy or administrative updates or changes occur. Certified companies participating in the Supplier Diversity or PreQualification Program already have BizNet account. New Companies: Create your account by following this BizNet link: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

Next click the button on the right labeled “Create New Account”. Then login and select “Doing Business with the State and Company Information”. Please be sure to complete information in all tabs such as Company Information, Accounts, Address, and so forth.

Existing Companies can update their information: First login to BizNet. Then select “Doing Business with the State and Company Information”.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Division at 860-713-5095.

### 1.2 Business Friendly Legislation

Because of Public Act 11-229, DAS/Procurement Division’s goal is to make doing business with the State of Connecticut more business friendly. The State stream lines this process so businesses only need to fill out one form on BizNet.

DAS/Procurement Division began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies must submit forms digitally to their BizNet account. These forms must be updated annually no later than 30 days after any State of Connecticut change to any procedures or documents. Companies no longer must complete these forms for each Proposal. Companies can view, verify and update their information at any time before an RFP due date.

### 1.3 Affidavits

Instructions for uploading Affidavits and Non-Discrimination Forms is done by clicking the link below.

<https://portal.ct.gov/DAS/Procurement/Contracting/DAS-Procurement-BizNet-Accounts/Documents>

1.3.1 The following Forms must be signed, dated, notarized, uploaded, or updated via BizNet.

- 1.3.2 OPM Ethics Form 1 – Gift & Campaign Contribution Certification.
- 1.3.3 OPM Ethics Form 5 – Consulting Agreement Affidavit.
- 1.3.4 OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary.
- 1.3.5 OPM Ethics Form 7 – Iran Certification.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

#### 1.4 Non-Discrimination

Select one (1) Form that applies to your company. Complete or update annually. Upload to BizNet.

- 1.4.1 Form A – Representation by Individual (Regardless of Value).
- 1.4.2 Form B – Representation by Entity (Valued at \$50,000 or less).
- 1.4.3 Form C – Affidavit by Entity (recommended) (Valued at \$50,000 or more).
- 1.4.4 Form D – New Resolution by Entity.
- 1.4.5 Form E – Prior Resolution by company or organization.

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

#### 1.5 Online Proposal Responses

All Respondent Proposals posted by DAS/Procurement Division on the State Contractor Portal (SCP) shall be submitted digitally. Common forms are already automated in the BizNet system. Companies can complete specific forms noted below. Download the forms from your BizNet account and complete your submittal response. Next upload the completed documents to BizNet. Other required submittal documents must also be submitted through BizNet. All completed forms must reside on BizNet prior to the RFP due date. Late submissions are not accepted. All Proposals must be e-signed. BizNet will reject Proposals not e-signed. If required documents are not uploaded BizNet will not accept the Proposal or allow a valid e-signature. Once all required State of Connecticut forms and documents are submitted through BizNet a successful e-signature then becomes binding. Respondents will receive confirmation of a successfully submission. If you do not receive this digital confirmation, please contact DAS/Procurement at 860-713-5095.

<https://biznet.ct.gov/AccountMaint/Default.aspx>

- 1.5.1 Contractor Information/Electronic Signature Page.
- 1.5.2 Employment Information Form (DAS-45).
- 1.6 Insurance Accord Certificates

Contractors are responsible for maintaining their BizNet accounts with new or updated insurance information.

Providing your insurance documentation via BizNet naming the State of Connecticut as an insured entity allows you to conduct business with the State of Connecticut.

- 1.6.1 Certificate of Insurance (Accord Form).
- 1.6.2 Insurance policy declaration page.
- 1.6.3 Additional insured endorsement to the policy.

Training documentation relating to the completion of the above-reference forms is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website:

<https://portal.ct.gov/Doing-Business-with-the-State>

Respondents must understand there may be additional documents, attachments or requirements depending on each specific RFP. Companies ought to read all RFP documents to provide all required information. Failure to do so may result in rejection of your Proposal.

## **EXHIBIT 2: STANDARD TERMS AND CONDITIONS**

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The proposer is advised that the following terms and conditions are required to be included in every State contract and cannot be modified or deleted. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which Proposals are solicited. The DMV will pursue negotiations with the successful Respondent. If, for whatever reason, DMV and the successful Respondent fail to reach consensus on the issues relative to a contract, then DMV may commence contract negotiations with other proposers. DMV may decide at any time to suspend the current RFP process and start the RFP process again.

Exhibit 2 to this RFP is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to, and will not, be the specific contract that the State and the successful Vendor(s) will sign. After DMV selects a Vendor, DMV will deliver a draft contract to the Vendor for consideration and negotiation. The contract that DMV and the successful Vendor negotiate will be more comprehensive and include the following mandatory terms. The contract may include a liquidated damages clause at the discretion of the State.

### **2.1 Audit and Inspection of Plants, Places of Business and Records**

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

e) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

The Contractor shall incorporate this entire Section into any contract or other agreement that it enters into with any Contractor Party.

## 2.2 Disclosure of Records

This Contract may be subject to the provisions of section 1-218 of the CGS. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of Records and files related to the performance of the governmental function, and (b) indicate that such Records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such Records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such Records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the CGS.

## 2.3 Protection of Confidential Information

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information (CI) Breach any and all CI which they come to possess

or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of CI. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable Federal and State law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- 1) A limitation of CI access to the contractor's authorized employees and agents for authorized purposes as necessary to complete contracted services or provide contracts goods;
- 2) The maintenance of all CI obtained from State contracting agencies (a) in a secure server, (b) on secure drives, (c) behind firewall protections and monitored by intrusion detection software, (d) in a manner where access is restricted to authorized employees and agents, and as otherwise required under State and Federal law;
- 3) The implementation, maintenance, and updating of security and breach investigation procedures that are (a) appropriate given the nature of the information disclosed and (b) reasonably designed to protect CI from unauthorized access, use modification, disclosure, manipulation, or destruction;
- 4) A security policy for authorized employees related to the storage, access and transportation of data containing CI;
- 5) Reasonable restrictions on access to records containing CI, including access to any locked storage where such records are kept;
- 6) A process for reviewing policies and security measures at least annually;
- 7) The creation of secure access controls to CI, including but not limited to, passwords;
- 8) The encryption of CI that is stored on laptops, portable devices or being transmitted electronically; and
- 9) A mandatory, active, and ongoing employee security awareness program for all employees with access to CI provided by the State contracting agency.

c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any CI which Contractor or Contractor Parties have come to possess or control has been subject to a CI Breach. If a CI Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the



Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the CI Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statute § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the CI Breach, and shall include, for at least one year, free identity theft prevention and mitigation services. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard CI in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner the Contractor's or Contractor Party's obligations pursuant to HIPAA, the Family Educational Rights and Privacy Act, other applicable Federal or State law, or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

f. As used in this Agreement, "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation and "personally identifiable information" and "protected health information," as defined in Federal education and patient data regulations, respectively. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from Federal, State, or local government records which are lawfully made available to the general public; "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to, the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential

Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

This Agreement may be subject to, and the Contractor shall comply with, the provisions of section 36a-701b of the Connecticut General Statutes, as amended, regarding disclosure of security breaches and notification to State residents whose Personal Information is the subject of said breach or breaches. The Contractor represents that it has knowledge of this provision of law, and if applicable, shall take all actions required in the event that circumstances occur that impose obligations on the Contractor.

#### 2.4 Whistleblowing

This Agreement may be subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large State contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large State contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

#### 2.5 Forum and Choice of Law

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### 2.6 Sovereign Immunity

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided to the State of Connecticut by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

## 2.7 Tangible Personal Property

The Contractor on its behalf and on behalf of its Affiliates shall comply with the provisions of Connecticut General Statutes section 12-411b, as follows:

- (1) For the term of the Agreement, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the Connecticut General Statutes.

For purposes of this section of this Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote.

“Voting security” includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

## 2.8 Indemnification

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. “Claim” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor’s duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, a minimum of one

million dollars (\$1,000,000.00) of general liability insurance to satisfy its obligations under this Section.

The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the certificate of insurance to the State prior to the effective date of this Agreement.

(f) This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

(g) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' fees and other professionals' fees expended in pursuing a claim against a third party.

## 2.9 Executive Orders

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No.

Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

## 2.10 Termination

(a) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may terminate the Contract whenever the State makes a written determination that such termination is in the best interests of the State. The State shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, the State, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, terminate the Contract in accordance with the provisions in the Breach sections of this Contract.

(c) The State shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the State for purposes of correspondence, or by hand delivery.

(d) Upon receipt of a written notice of Termination from the State, the Contractor shall cease operations as the State directs in the notice. The Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) Upon request by the State, the Contractor shall assign to the State, or any replacement contractor which the State designates, all subcontracts, purchase orders and other commitments as the State may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the State may terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the State.

#### 2.11 Antitrust

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

#### 2.12 Nondiscrimination

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities; ii. "Contract" and "contract" include any extension or modification of the Contract or contract; iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental

Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fiftyone percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other

State, including but not limited to any Federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the Federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, State or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each Vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, Records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.



(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, Vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each Vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, Records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, Vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Vendor as a result of such direction by the

Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### 2.13 Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 181b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

#### 2.14 Campaign Contribution Restriction

For all State contracts as defined in Conn. Gen. Stat. §9-612(f)(1) as having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit 2B.

#### 2.15 Miscellaneous

1) This Agreement represents the entire understanding of the parties with respect to the matters contained herein and supersedes all previous agreements, proposals, offers, counteroffers and understandings of the parties, both written and oral. There are no covenants, promises or undertakings other than those expressly set forth herein. This Agreement may not be modified or amended except in writing duly executed by the parties in a form approved by the State. 2) This Agreement shall not be effective until approved as to form by the Attorney General of the State of Connecticut.

3) The Term of this Agreement shall be for a period commencing on the date of approval by the Attorney General of the State of Connecticut, as stipulated in Paragraph 16), through m/d/year, unless sooner terminated.

4) This Agreement shall not be assigned by the Contractor without the written permission of the State, which shall not be unreasonably withheld.

## EXHIBIT 2B: SEEC FORM 11

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### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes 9-612(f)(2), as amended, and is for the purpose of informing State contractors and prospective State contractors of the following law (italicized words are defined below):

#### Campaign Contribution and Solicitation Ban

No state contractor, prospective State contractor, principal of a State contractor or principal of a prospective state contractor, with regard to a State contract or State contract solicitation with or from a State agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### Duty to Inform

State contractors and prospective State contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any State contractor or prospective State contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

#### Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a State contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective State contractor, shall result in the contract described in the State contract solicitation not being awarded to the prospective State contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other State contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, Click on the link to “State Contractor Contribution Ban” <https://portal.ct.gov/seec>

#### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a State contract. Such person, business entity or nonprofit organization shall be deemed to be a State contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the State, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of State government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or quasi-public agency employee.

"Prospective State contractor" means a person, business entity or nonprofit organization that (i) submits a response to a State contract solicitation by the State, a State agency or a quasi-public agency, or a proposal in response to a request for proposals by the State, a State agency or a quasipublic agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective State contractor" does not include a municipality or any other political subdivision of the State, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by

statute or charter, or an employee in the executive or legislative branch of State government or a quasi-public agency, whether in the classified or unclassified service and full or part time, and only in such person's capacity as a State or quasipublic agency employee." Principal of a State contractor or prospective State contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a State contractor or prospective State contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a State contractor or prospective State contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a State contractor or prospective State contractor, which is not a business entity, or if a State contractor or prospective State contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any State contractor or prospective State contractor who has managerial or discretionary responsibilities with respect to a State contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the State contractor or prospective State contractor. "State contract" means an agreement or contract with the State or any State agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the State, any State agency or any quasi-public agency that is exclusively Federally funded, an education loan or a loan to an individual for other than commercial purposes. "State contract solicitation" means a request by a State agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement. "Managerial or discretionary responsibilities with respect to a State contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the State contract and not peripheral, clerical or ministerial responsibilities. "Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the Federal income tax of such individual. "Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of

soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee.

### EXHIBIT 3: COST SPREADSHEETS FOR RESPONDENT

Please refer to this workbook regarding specific Respondent revenue, expenses, general & administrative costs, benefits and fee allocation.

<b>Respondent Test Fee Distribution Sheet 1</b>			
Connecticut Vehicle Emissions Inspection Program			
Contract Term:			
Submitted By:			
Cost of Test - Current fixed cost is \$20.00 per test with on free re-inspection within 60 days of the initial test.	OBD	All Tailpipe Tests	
Amount Paid to Test Center			
Amount Paid to State			
Amount Retained by Proposer			
Total Amount for Test			
Cost of VIN Verification (current fixed cost is \$10.00 per verification and as much as \$20.	Vehicles that are exempt from Emissions testing (1)		
Amount Paid to VIN Verification Facility			
Amount Paid to State			
Amount Retained by Proposer			
Total Amount for VIN Verification			
(1) VIN verifications are required for vehicles previously registered in another State which do not meet the emissions testing criteria. Vehicles that are currently exempt from emissions testing by newer model year, still require a VIN verification if they are from out of State. Trailers, <b>motorcycles</b> ,			

#### Respondent Late Fee Distribution Collected at Test Center Sheet 2

Connecticut Vehicle Emissions Inspection Program
Contract Term:
Submitted By:
Cost of Test - Current fixed cost is \$20.00 per Late Fee
Amount Paid to Test Center
Amount Paid to State
Amount Retained by Proposer
Total Amount for Test

<b>Public Information and Education Budget Sheet 3</b>
Connecticut Vehicle Emissions Inspection Program
Contract Term:
Submitted By:
Public Information and Education Budget
Inflation Factor
Customer Mailer



Failed Vehicle Brochure
General Information Brochure
Newsletter
Paid Advertising
Public Service Announcements, Social Media and other evolving Communication Methods
Q&A Brochure
Warranty Brochure
Web-Site
Other (Specify):
Total Cost - Public Education

<b>Other Budgets, Costs and Fees Cost Sheet 4</b>
Connecticut Vehicle Emissions Inspection Program
Contract Term
Submitted By:

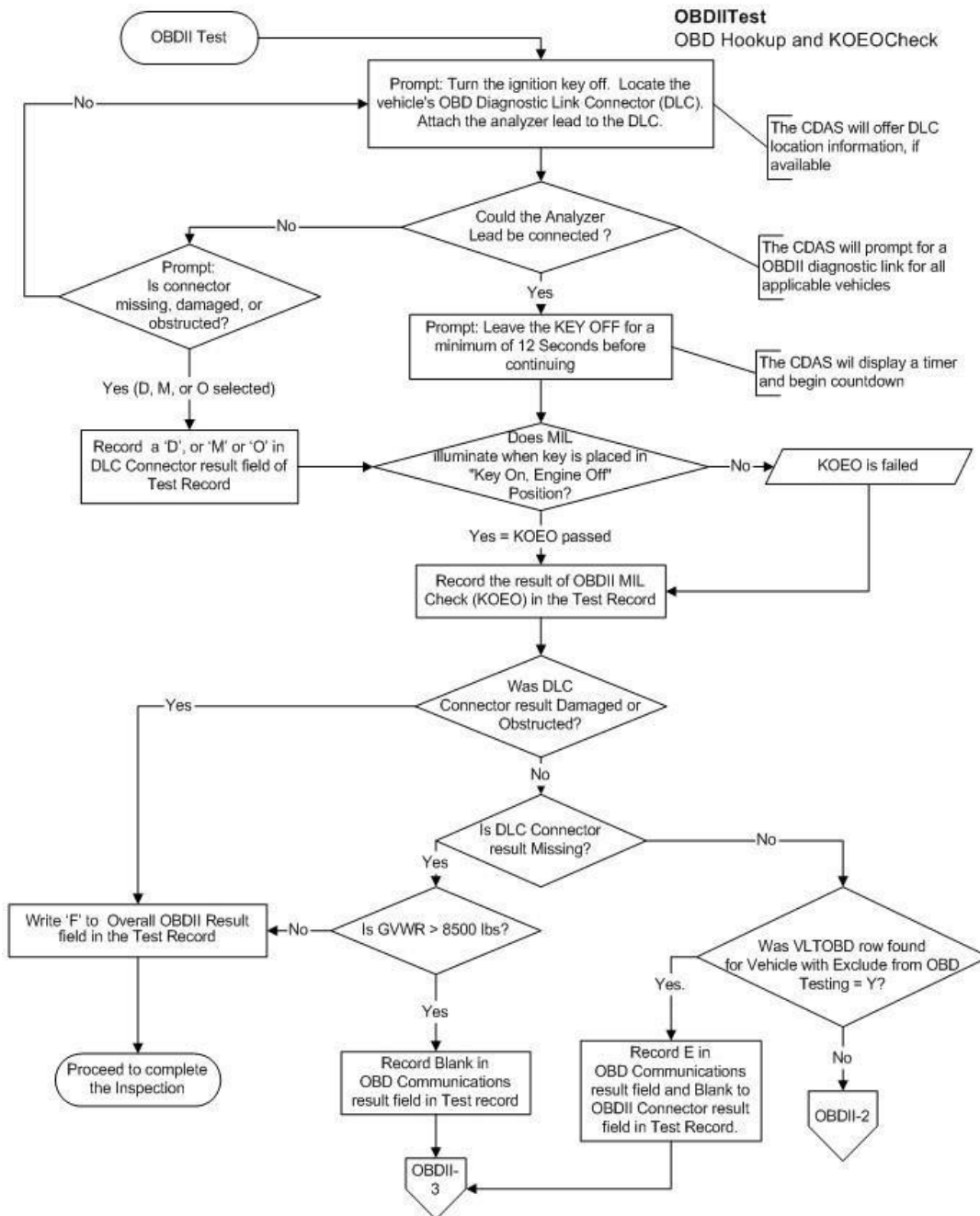
Other Budgets, Costs and Fees
Inflation Factor
Annual Report
Remote Sensing Device (RSD) Testing
CERF Recruitment
CERT Recruitment
Customer Service
Call Center
Printer, printing and media for I/M test reminder sticker image
Training
Total Cost

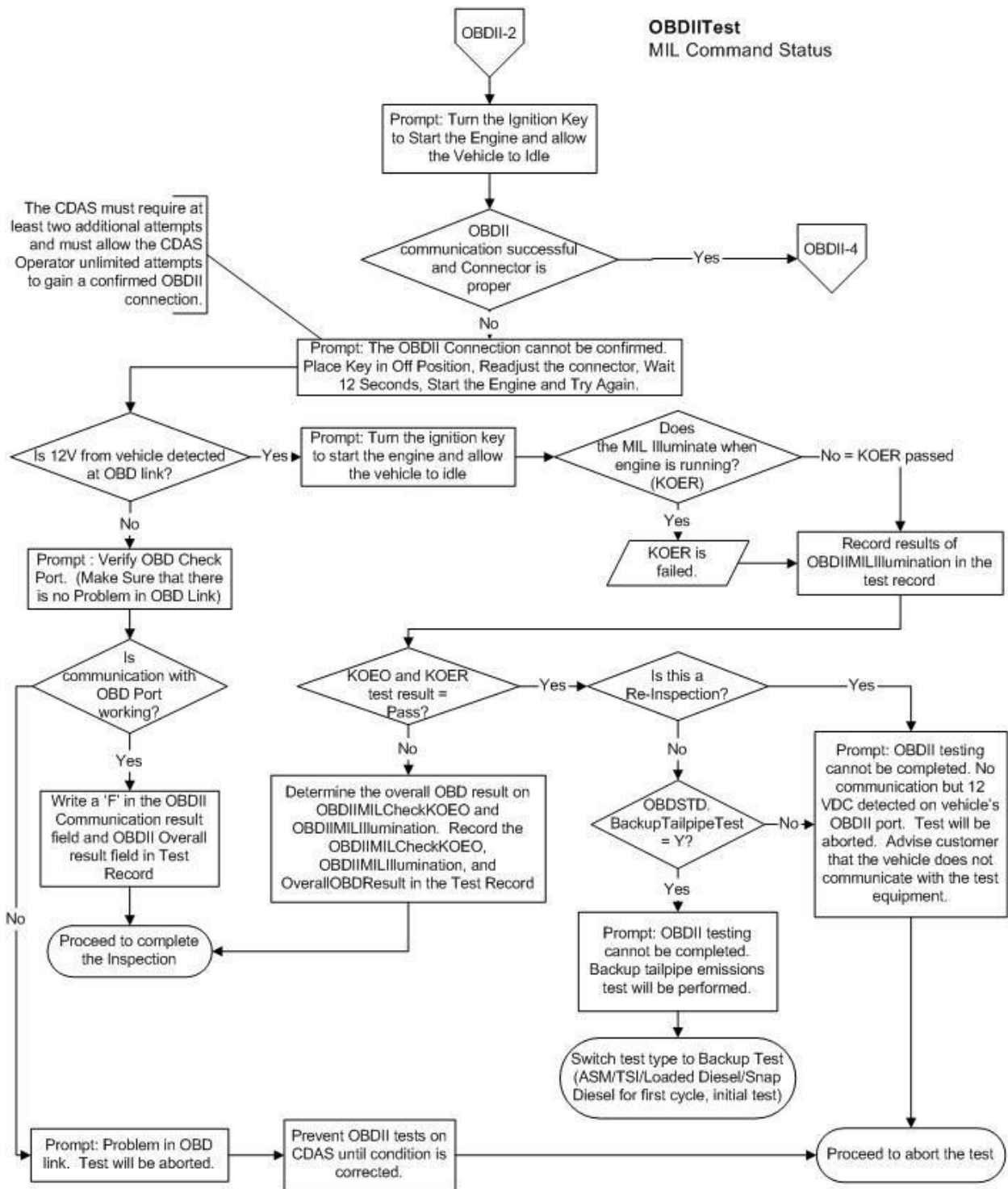
## EXHIBIT 4: PROJECTED CTVIP TEST TYPE MATRIX

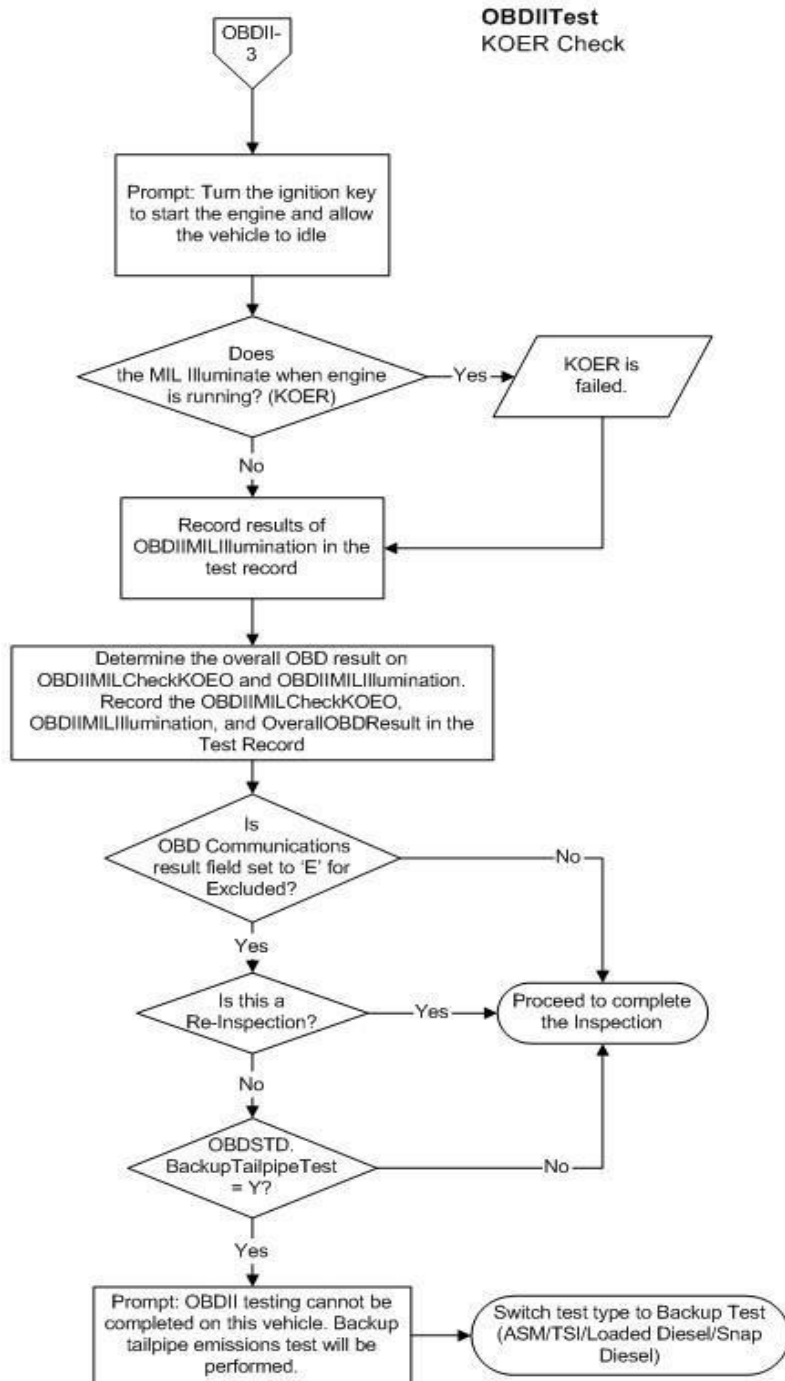
<i>Draft Matrix</i> Vehicles tested Bi-annually LT/Duty Cars and trucks < 8500lbs Med/Duty Cars and Trucks 8501-10000 G = Gasoline Powered D = Diesel Powered										
As of September 26, 2019	Beginning January 1, 2020									
Public Network (210) Stations about (1) million tests per year	Type	Fuel Type	MY	GVWR	OBDII	TSI	MSA	Fuel Cap	Cat	Monitors
	LT/Duty	G	1996-2016	≤ 8,500	X	X-1			X	X-3
	Med/Duty	G	1996-2007	> 8,500		X		X	X	
	Med/Duty	G	2008-2016	> 8,500	X	X-1			X	X-3
	LT/Med Duty	D	1996	≤ 10,000			X		X	
	LT/Duty	D	1997-2016	≤ 8,500	X		X-2		X	X-3
	Med/Duty	D	1997-2006	> 8,500			X		X	
	Med/Duty	D	2007-2016	> 8,500	X		X-2		X	X-3
Fleet (16) Stations about (1) thousand tests per year	LT/Duty	G	1996-2016	≤ 8,500	X				X	X-3
	Med/Duty	G	1996-2016	> 8,500	X				X	X-3
	LT/Med Duty	D	1996	≤ 10,000	X-4				X	
	LT/Duty	D	1997-2016	≤ 8,500	X				X	X-3
	Med/Duty	D	1997-2016	> 8,500	X				X	X-3
<b>X-1:</b> Alternative with DMV approval (not able to be tested OBDII) <b>X-2:</b> Alternative with DMV approval (not able to be tested OBDII) <b>X-3:</b> Two not ready allowed 1996-2000. One not ready 2001 newer <b>X-4:</b> Must test in public network as MSA										

## EXHIBIT 5: OBD TEST LOGIC

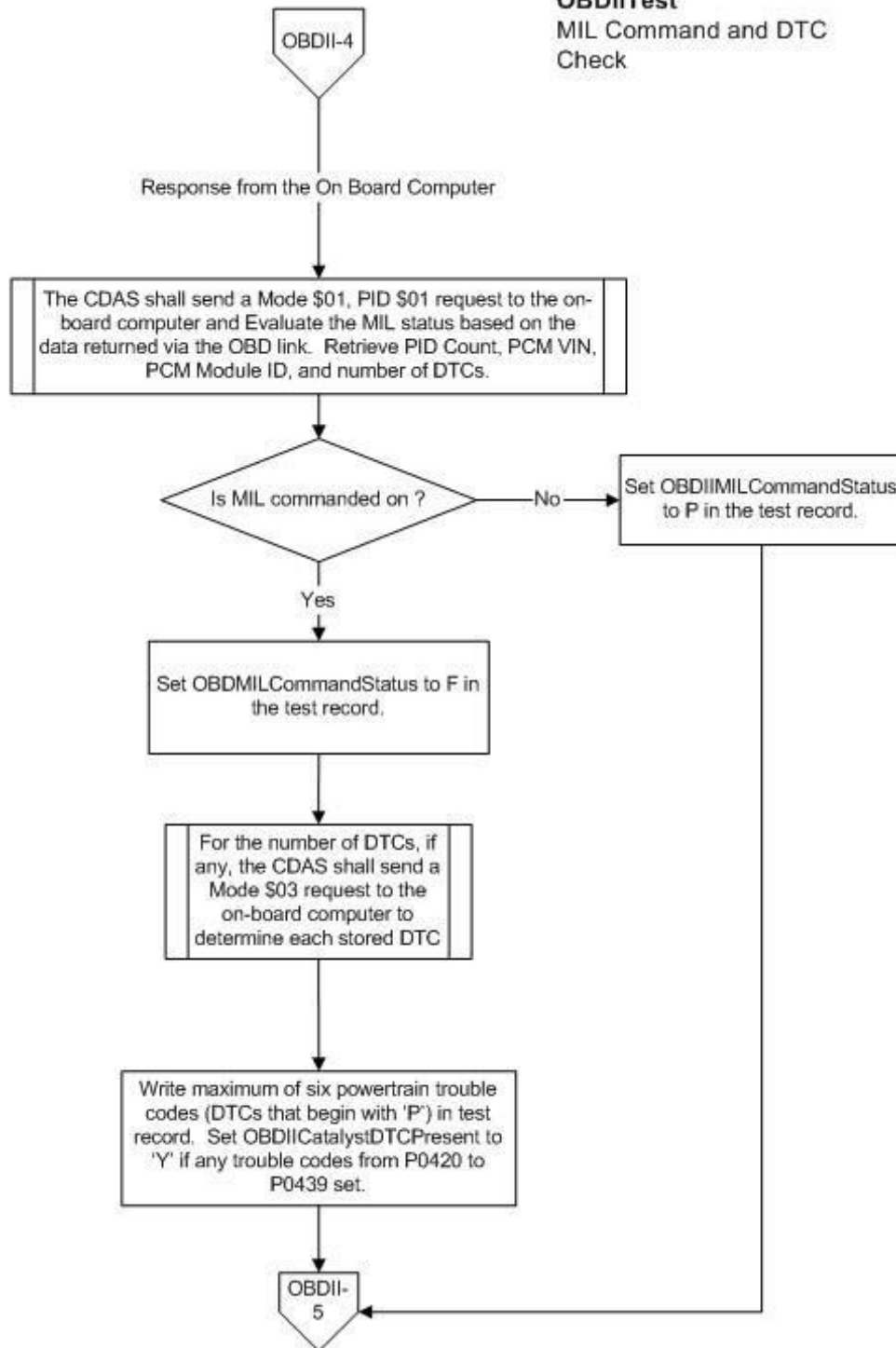
Note: Tailpipe testing derived from OBDII testable vehicles is only allowed in the challenge test mode and performed by DMV when authorized.







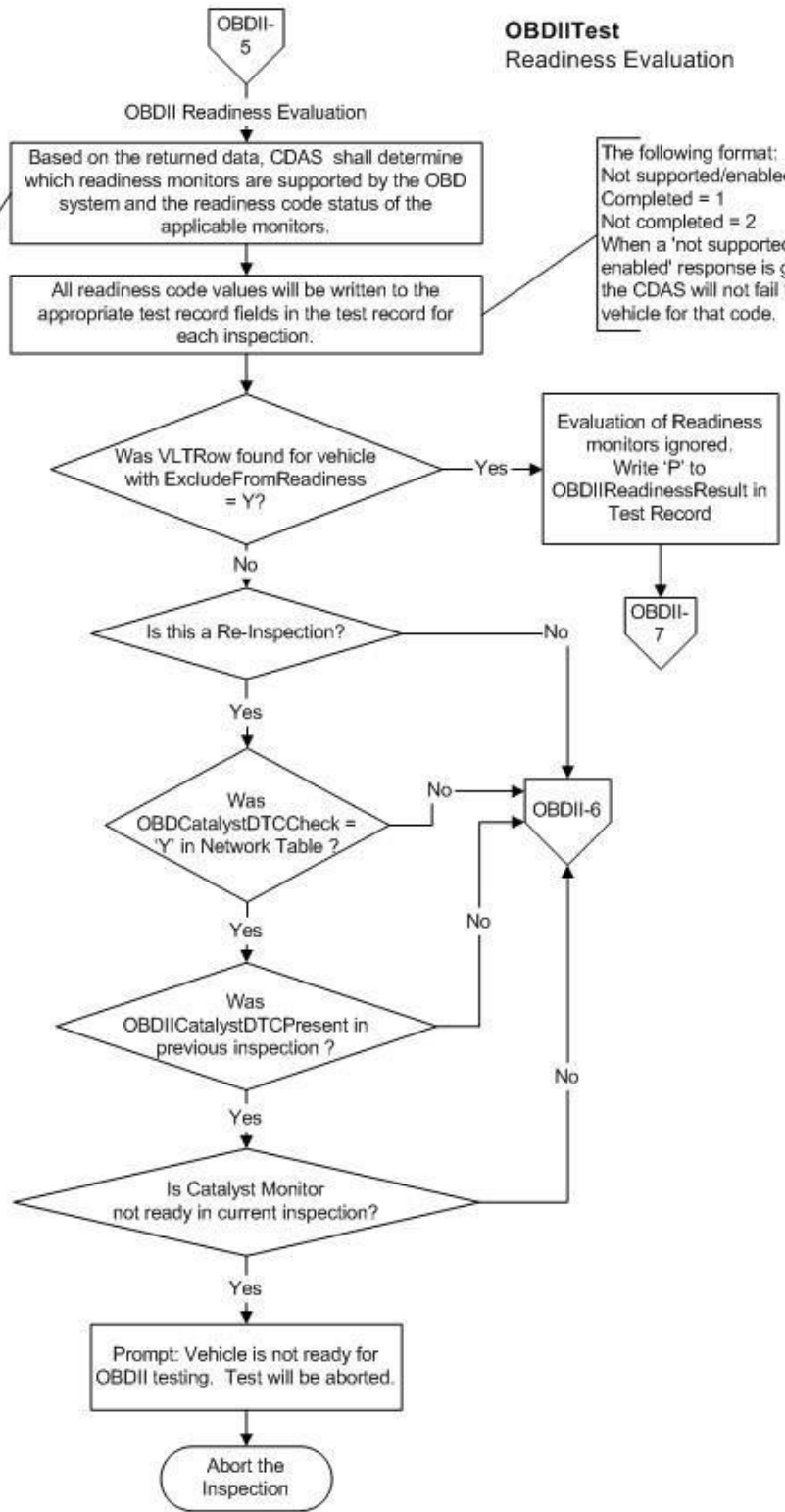
**OBDII Test**  
MIL Command and DTC Check



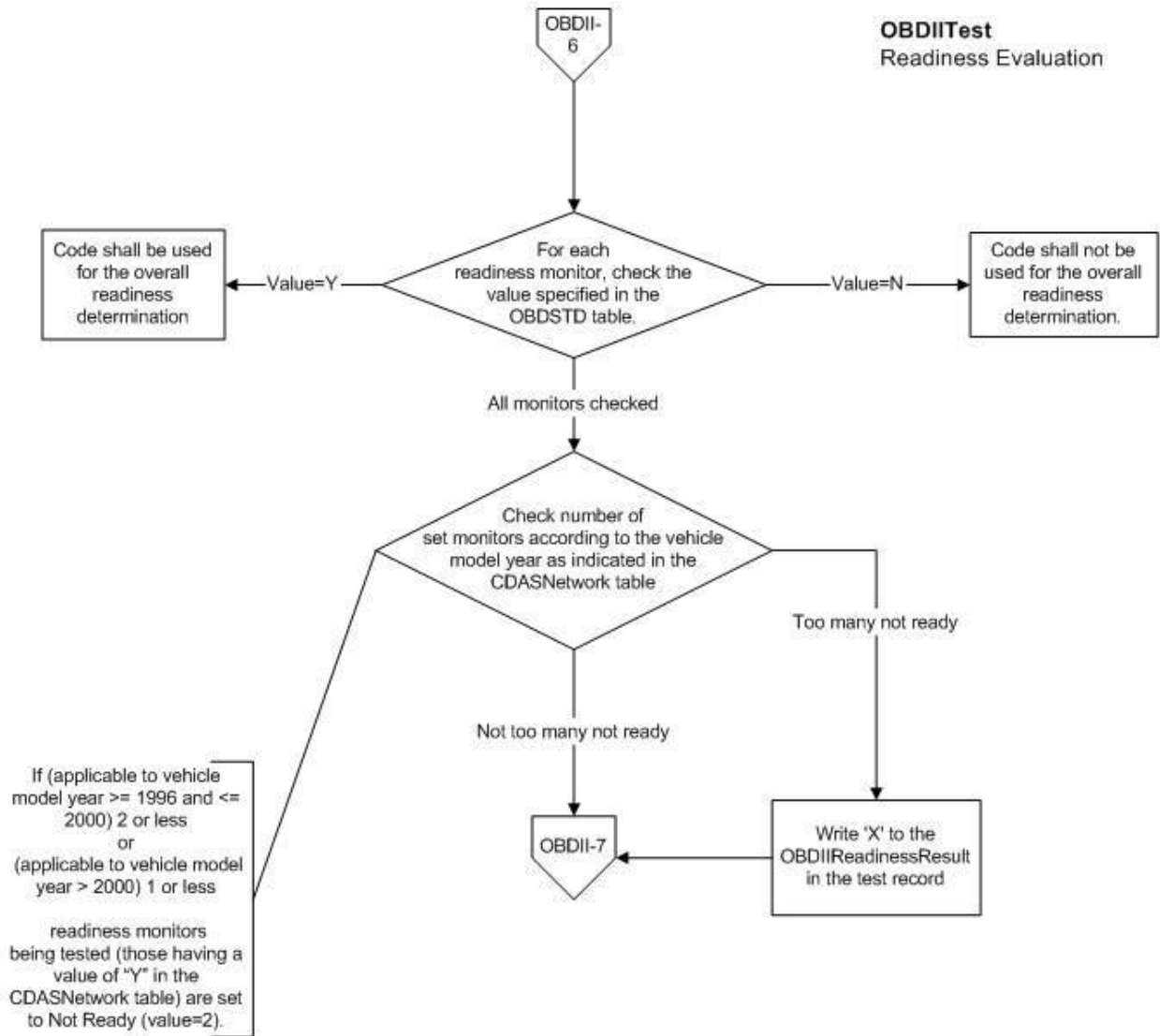
**OBDII Test**  
Readiness Evaluation

- Possible monitors include the following:**
- Misfire (continuous)
  - Fuel System (continuous)
  - Comprehensive component (continuous)
  - Catalyst (once/trip)
  - Heated catalyst (once/trip)
  - Evaporative system (once/trip)
  - Secondary air system (once/trip)
  - Air conditioning system (once/trip)
  - Oxygen sensor (once/trip)
  - Oxygen sensor heater (once/trip)
  - EGR system (once/trip)

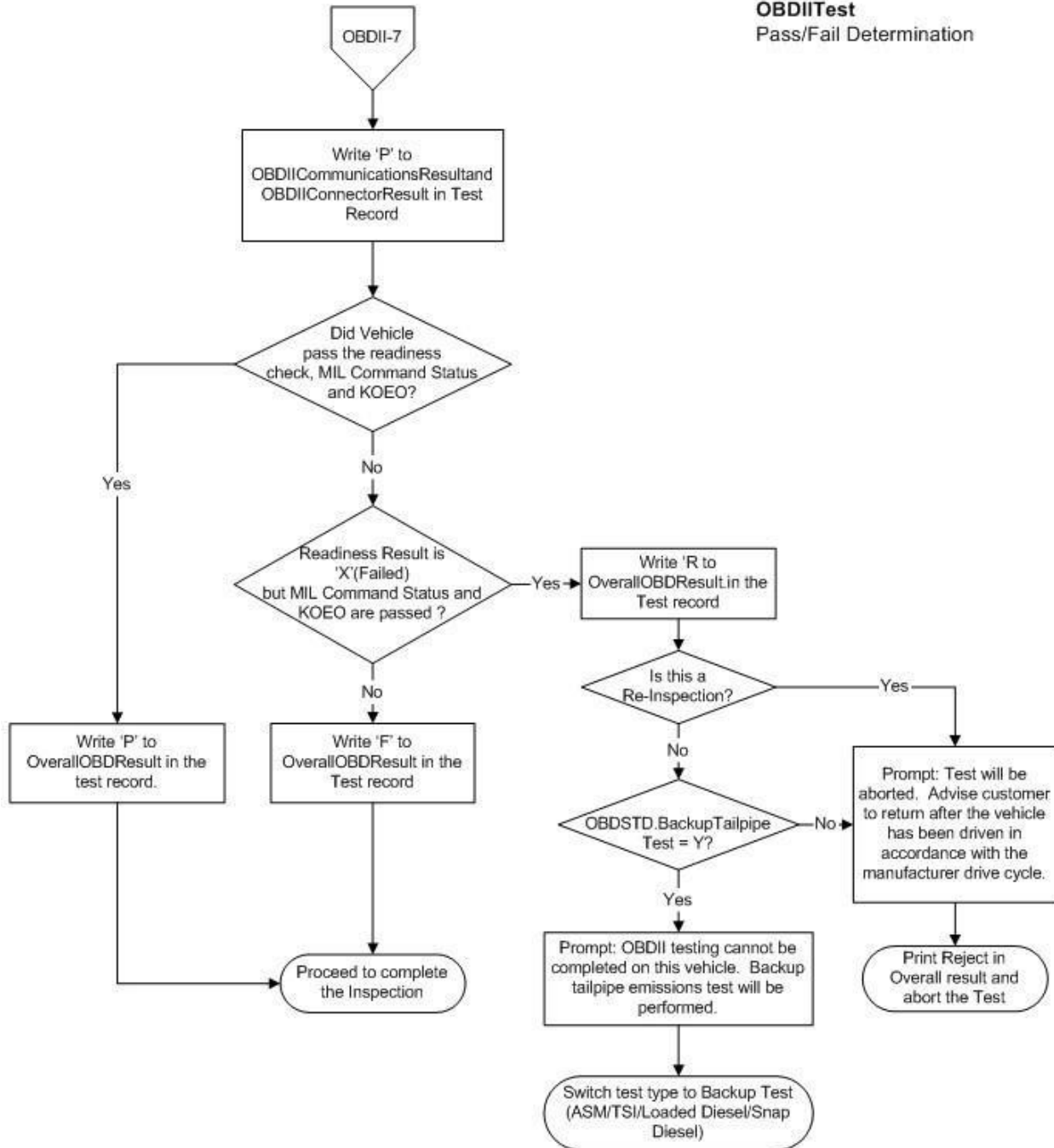
The following format:  
Not supported/enabled = 0  
Completed = 1  
Not completed = 2  
When a 'not supported/enabled' response is given, the CDAS will not fail the vehicle for that code.








**OBDII Test**  
Pass/Fail Determination



**EXHIBIT 6: SAMPLE VEHICLE INSPECTION REPORT**

SAMPLE



**DMV**


SAFETY  
SECURITY  
SATISFACTION

**STATE OF CONNECTICUT**

VEHICLE INSPECTION REPORT



**Connecticut Emissions Program**

<b>OVERALL RESULT</b>		Pass						
<b>TEST CENTER INFORMATION</b>								
ST0009998	David Erdman	CT0010024	SY001146	1801				
Test Center Number	Inspector Name	Inspector Number	Analyzer Number	Software Version				
DMV Testing Station			1625 Highland Avenue Cheshire, CT. 06410					
Test Center Name			Test Center Address					
<b>VEHICLE INFORMATION</b>								
18144OBD9	5	01	CT	1997	Sedan	5000	2.3	16038
VIN	License Plate Number	Class Code	State	Year	Body Type	GVWR	Engine Size	VLT Row ID
VOLVO	850	36	Gasoline	5	A	SINGLE		
Make	Model	Odometer	Fuel Type	Cylinders	Transmission	Exhaust		
<b>TEST INFORMATION</b>						Test Identification Number: 16241		
06/07/2018 15:46:43	06/07/2020	1	Initial	6492	0.00			
Today's Test Date / Time	Old Test Due Date	New Test Due Date	Test Counter	Test Type	Test Number	Test Fee		
PASS		NO	NO	Authorization Number		Test Fee		
Visual Inspection - Catalyst Converter		DMV Match	DMV Data Update	Authorization Number		Test Fee		
<b>EMISSIONS TEST RESULTS</b>								
OBD II	PASS	N/A	700	Pass	15	Pass		
Test Name	OBD Results	OBD Readiness	RPM	Connector Status	Connector Voltage	Communication Status		
			32.0	PASS	N/A	NO		
		PCM ID	Engine Temperature	MIL Engine Off	MIL Engine On	MIL Commanded On		
<b>Readiness Monitors Status</b>				<b>Diagnostic Trouble Codes (DTC)</b>				
Air Condition System: <b>Ready</b>				Total Number of Diagnostic Trouble Codes (DTC):				
Catalyst: <b>Not Ready</b>				DTC # 1				
Comprehensive Component: <b>Ready</b>				DTC # 2				
EGR System: <b>Not Supported</b>				DTC # 3				
Evaporative System: <b>Not Ready</b>				DTC # 4				
Fuel System: <b>Ready</b>				DTC # 5				
Heated Catalyst: <b>Ready</b>								
Misfire: <b>Ready</b>								
Oxygen Sensor: <b>Ready</b>								
Oxygen Sensor Heated: <b>Ready</b>								
Secondary Air System: <b>Not Ready</b>								
<b>MOTORIST INFORMATION</b>								
Congratulations! Your vehicle has passed the Connecticut Emissions Test. Your feedback is important to us; please visit our website at <a href="http://www.ctemissions.com">www.ctemissions.com</a> or call (888) 828-8399 to take a short survey to share your testing experience.								
This test was performed in conformance with Section 207(b) of the Federal Clean Air Act.								
<b>INSPECTOR SIGNATURE</b>								
By completing this inspection I attest that I have personally verified and correctly entered the Vehicle Identification Number (VIN) and vehicle information reported on this document. I further certify that this inspection is in compliance with the State of Connecticut Vehicle Emissions and the Quality Assurance Standards.								
CT0010024 David Erdman _____								

# EXHIBIT 7: VEHICLE REPAIR DATA FORM



## STATE OF CONNECTICUT

### EMISSIONS REPAIR FORM



Your vehicle is entitled to one free retest per cycle provided that, (1) the vehicle is retested within 60 days of its initial fail date and (2) this Emissions Repair form is filled out, signed and presented at the time of the retest. If your vehicle fails the retest, you may be eligible for a cost expenditure waiver. To qualify for the waiver, your vehicle must be repaired at a Connecticut Certified Emissions Repair Facility (CERT) with a minimum emissions repair expenditure of \$865. To apply for a waiver, contact the Department of Motor Vehicles at 1-860-263-5611 to make an appointment. Geographic lists of CERT locations are available at all official CT Emissions Test Centers, or by calling 888-828-8399, or by visiting [www.ctemissions.com](http://www.ctemissions.com). For more waiver information, please review the "My Vehicle Failed the Connecticut Emissions Test! What Should I Do?" brochure available at all Test Centers or at [www.ctemissions.com](http://www.ctemissions.com). You can repair the vehicle yourself, or have the repairs performed at a non-certified facility; however, the repairs will not be eligible to be applied towards the cost expenditure waiver.

**PLEASE NOTE: Only repairs performed by CERT qualify to be applied towards cost waiver expenditures**

VEHICLE INFORMATION							
VIN	License Plate	Make	Model	Year	Engine Size	Test Type Failed	
REPAIRS BY CERT / CERT							
Name of Facility		Address / City / Zip			D&R License Number		
CERT ID Number	CERT Name		I declare under the penalty of false statement (CGS Sec. 53a-157b) that all factory installed emissions components are present and functioning and the information provided on this form is accurate and complete.				
Emissions Parts Cost	Emissions Labor Cost	Repair Date		X			
\$	\$						
REPAIRS BY NON-CERTIFIED FACILITY							
Name of Facility		Address / City / Zip			D&R License Number		
Emissions Parts Cost	Emissions Labor Cost	Repair Date	Technician's Signature				
\$	\$		X				
REPAIRS BY OWNER							
Owner Name	Owner Signature		Repair Date	Emissions Parts Cost			
	X			\$			
NO REPAIRS							
If the vehicle owner did not perform repairs, the owner must acknowledge and sign the following: By checking the box below and signing below I declare under penalty of false statement (CGS Sec. 53a-157b) that no repairs were made to the vehicle identified by the VIN listed above on this form.							
<input type="checkbox"/> No repairs were made to my vehicle		Owner Signature: X					

#### List Repairs Made To Correct Failure

Emissions Control System	Ignition System	Fuel System	Computer System	Abbreviations
<b>Positive Crankcase Ventilation</b> PCV Valve _____ PCV Hose _____ <b>Air Injection System</b> Air Pump _____ Pulse Valve _____ Pump Belt _____ Diverter Valve _____ Plumbing _____ Check Valve _____ <b>Exhaust Gas Recirculation</b> Vacuum Routing _____ EGR Valve _____ Passages Cleaned _____ Controls (non computer) _____ <b>Exhaust</b> Catalytic Converter _____ Thermal Reactor _____	<b>Primary</b> Ignition Module _____ Distributor _____ Spark Control _____ <b>Secondary</b> Spark Plugs _____ Ignition Wires _____ Cap / Rotor _____ Initial Timing _____ Ignition Coil _____ <b>Engine Mechanical</b> Vacuum Leaks _____ Cylinder Heads _____ Valve Train _____ Valve Adjustments _____ Lower End _____ Intake Manifold _____ Turbo _____ Supercharger _____	<b>Carburetor</b> Fuel Filter _____ Air Filter _____ Adjustment _____ Rebuild / Replace _____ <b>Fuel Injection</b> Pressure Regulator _____ Throttle Body _____ Fuel Distributor _____ Fuel Injectors _____ Cold Start Valve _____ Injector Pump _____ Glow Plugs _____ <b>Evaporative</b> Vacuum Routing _____ Purge Valve _____ Fuel Cap _____ Vapor Lines _____ Charcoal Canister _____	<b>Sensors</b> Coolant Temperature _____ Air Temperature _____ Throttle Position _____ Oxygen _____ Map _____ BARO _____ EGR Valve Position _____ Engine Speed _____ Vehicle Speed _____ Mass Air Flow _____ Crankshaft Position _____ Camshaft Position _____ Other Components / Comments _____	