

2008

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
GLEN BURNIE, MARYLAND 21062

JUNE 25, 2008

ADDENDUM NO. 1

TO PROSPECTIVE BIDDERS ON CONTRACT NO. V-HQ-08050-S "Vehicle Emissions Inspection Program Management and Operations".

This Addendum is issued to clarify, add, delete, correct and/or change the Request for Proposal documents to the extent indicated and is hereby made a part of the said RFP documents on which the contract will be based.

ITEM 1. **RFP** Section 1.11 – Submission Deadlines

CHANGE FROM:

A bound original technical proposal and fourteen (14) bound copies and a bound original price proposal and six (6) bound copies shall be received by the Procurement Officer, at the address listed in Section 1.4, no later than **2:00 PM** (Local Time) on August 29, 2008 in order to be considered.

CHANGE TO:

One (1) bound original technical proposal and nine (9) bound copies and one (1) bound original price financial proposal and six (6) bound copies shall be received by the Procurement Officer. Also, one (1) compact disc (CD) shall be included which contains the Technical Proposal and all required documentation and one (1) compact disc (CD) containing the Financial proposal with all required documentation. Files containing the Technical Proposal and the Financial Proposal must be on separate CD's. All documents must be in either PDF or Word Format. All submissions shall be at the address listed in Section 1.4, no later than **2:00 PM** (Local Time) on August 29, 2008 in order to be considered.

ITEM 2. Response to Questions submitted to MVA as of June 19, 2008.

- Files:
- 1) Question format with Response Column (Word format)
 - 2) Q&A Attachment 1 (PDF Format)
 - 3) Q&A Attachment 2 (PDF Format)
-

V-HQ-08050-S

Addendum #1

June 25, 2008

Page 2

ITEM 3. Pre-Bid Conference Minutes

File: Pre-Bid Conference Minutes 6-16-08 (PDF Format)

ITEM 4. Department of Transportation – National Highway Traffic Safety Administration, 49 CFR Part 565 [Docket No. NHTSA 2008-0022], RIN 2127-AJ99, Vehicle Identification Number Requirements.

File: 1) Final Changes To VIN Fed Reg 4 30 08 (PDF Format)
2) Correction To Final Changes to VIN Fed Reg 5 16 08 (PDF Format)

ITEM 5. RFP Section 1.7 Pre-Proposal Conference and Site Visits

The third (3rd) paragraph which outlines the site visits is DELETED.
The site visit schedule for the VEIP facilities is attached. Please follow the instructions and schedule outline.

File: STATION VISIT SCHEDULE (Word Format)

These are the only changes constituting Addendum #1. All other specifications, terms and conditions shall remain the same. Acknowledgement of this Addendum must accompany your submission. Refer to Section 2.4 of the RFP.

END OF ADDENDUM NO. 1


Walter E. Bayne, Procurement Manager

6.25.08
Date

ADDENDUM ACKNOWLEDGED BY:

Company Representative

Date

Company Name

**MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
GLEN BURNIE, MARYLAND 21062**

JULY 17, 2008

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS ON CONTRACT NO. V-HQ-08050-S "Vehicle Emissions Inspection Program Management and Operations".

This Addendum is issued to clarify, add, delete, correct and/or change the Request for Proposal documents to the extent indicated and is hereby made a part of the said RFP documents on which the contract will be based.

ITEM 1. Response to Additional Questions submitted to MVA as of July 2, 2008.

**Files: 1) Question format with Response Column (Word format)
2) Attachment 1 Test Data (EXCEL Format) Re: Question #67
3) Attachment 2 Test Count (EXCEL Format) Re: Question #67**

ITEM 2. An Assessment outline which indicates responsibility for maintenance and/or repair of the existing VEIP facilities. This is an accompaniment to the Station Facility Survey, performed by Johnson, Mirmiran & Thompson, Inc. Rubeling & Associates, Inc. dated April 2008.

File: MVA-VEIP Facility Maintenance Responsibility – 7-17-2008

ITEM 3. RFP – Page 2

Closing Date and Time: CHANGE: August 29, 2008 TO: September 15, 2008

ITEM 4. RFP – Section 1.8

Third Paragraph – DELETE SENTENCE "Questions must be submitted prior to 30 days of the specified RFP Closing Date and Time."

REPLACE WITH: "Questions must be submitted by July 29, 2008"

ITEM 5. RFP – Section 1.11

First Paragraph - CHANGE: August 29, 2008 TO: September 15, 2008.

Third Paragraph - CHANGE: August 29, 2008 TO: September 15, 2008.

2009



**MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION**

CONTRACT NO. V-HQ-08050-S

THIS CONTRACT, made this ___ day of _____, by and between MOTOR VEHICLE ADMINISTRATION, a Unit of the State of Maryland Department of Transportation, 6601 Ritchie Highway N.E., Glen Burnie, Md 21062 hereinafter referred to as "MVA", and Environmental Systems Products, ^{Holdings Inc.} 11 Kripes Rd. East Granby, CT 06026 hereinafter referred to as "Contractor" or hereinafter referred to as "ESP"

*MSF
1/5/09*

WITNESSETH

WHEREAS, the MVA desires to have a Contractor manage and operate the Vehicle Emissions Inspection Program (VEIP) for the State of Maryland; and

WHEREAS, the MVA issued a Request for Proposal for Vehicle Emission Inspection Program Management and Operation, #V-HQ-08050-S, and;

WHEREAS, the MVA is accordance with the State of Maryland bidding procedures, has solicited and received the proposals of interested contractors, and after careful analyses has selected the best overall Contractor's proposal that had the highest overall ranking and is in the best interest of the State; and

WHEREAS, the Contractor is qualified and willing to provide the management and operations of the Vehicle Emissions Inspection Program in accordance with the terms and conditions herein stated.

NOW, THEREFORE, That for and in consideration of the mutual covenants and conditions hereafter set forth and other good and valuable considerations, the parties hereby agree as follows:

ARTICLE 1 GENERAL

1.01 Definitions

The following Definitions of Terms apply to this contract:

1. "BPW means the Board of Public Works.
2. "Contractor" means the firm of ESP.
3. "Fiscal Year" means the period beginning July 1 and ending June 30.
4. "MDOT" means the Maryland Department of Transportation.
5. "Department" means the Maryland Department of Transportation.
6. "MVA" means the Motor Vehicle Administration.
7. "Procurement Officer" means any person authorized by a procurement agency in accordance with laws or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.
8. "Project" means the management and operations of the Maryland Vehicle Emissions Inspection Program.
9. "Services" means all of the work required to be performed, directly or through others, by the Contractor under this Contract.

1.02 Authorities and Responsibilities

1. The Contractor shall perform or cause the services to be performed in accordance with the terms, conditions and covenants set forth in this Contract.
2. Subject to the authority of the BPW and the Secretary, MDOT, the MVA Administrator, or his designee, is responsible for overall management and policy direction of this Contract. The MVA shall designate an MVA Representative with responsibility to monitor and assist in the resolution of problems and to provide coordination with services being provided by others. After Notice to Proceed is issued to the Contractor, all routine liaison with the MVA such as reviews, official transactions, processing and approvals, shall be through the MVA Representative.
3. The MVA will furnish to the Contractor all pertinent information which is available to the MVA and which the Contractor may require in performance of the Services.

1.03 Access to the Work

The MVA, the MDOT, and the BPW, through their respective authorized representatives, shall at all times have full access to the work being performed by or under the responsibility of the Contractor.

1.04 Subcontractors

1. The Contractor shall not subcontract any of the Services, including subcontracts of any tier, without the prior written approval of the MVA Project Manager.
2. The Contractor shall comply with all applicable laws, regulations, and procedures of the MVA, and the MDOT, in the procurement of all subcontractors, and the approval of a subcontract by the MVA shall not operate as a waiver of this requirement or an acknowledgement that it has been satisfied.
3. With respect to the performance of work by subcontractors and suppliers working for the Contractor, the Contractor shall use its recognized professional judgment, care, and prudence in accepting such work.

1.05 Contractor Personnel

1. The Contractor represents that it has, or will secure, all personnel, subcontractors, and experts required in performing the Services.
2. The Contractor shall not reassign key personnel without the express consent of the MVA, and MVA shall approve all replacements for key personnel.

1.06 Minority Business Enterprise

In its performance under this contract, the Contractor shall cooperate with the MVA in meeting its commitments and goals regarding maximum utilization of Minority Business Enterprises (MBE). For the purposes of this contract, the Contractor is committed to utilizing MDOT-certified MBE firms as identified in their proposal.

1.07 Order of Precedence

In the event of a conflict between provisions of this contract, the following order of precedence shall prevail:

1. The Code of Maryland Regulations Title 21
2. This Agreement
3. RFP # V-HQ-08050-S including amendments and addenda to the RFP, and inclusive of General Conditions for Service Contracts
4. The Technical and Price Proposals of Contractor

END OF ARTICLE I

ARTICLE II
TIME OF PERFORMANCE

- 2.01** The Contractor shall commence performance of the Services immediately upon receipt of the MVA's written Notice to Proceed (NTP).
- 2.02** The term of this contract commences on the effective date of the Notice to Proceed, and includes the initial two (2) month transition period and the 5 year base commencing as agreed by MVA to the Offeror's Transition Plan (no later than September 1, 2009), and one (1), five (5) year renewal option at the MVA's sole discretion after approval by the Maryland Board of Public Works as specified in Paragraph 2.04 below.
- 2.03** The Contractor shall carry out the work herein described in accordance with a schedule approved by the MVA.
- 2.04** The renewal option, if exercised by the MVA, shall be in accordance with the following:

Total payment shall not exceed the sum of \$64,084,272.00 during the five-year Management and Operations (M&O) contract.

END OF ARTICLE II

ARTICLE III
INCORPORATION OF MVA REQUEST FOR PROPOSALS
and
CONTRACTOR'S PROPOSAL

- 3.01** The Services to be provided under the terms of this Agreement shall be in accordance with the Administration's Request for Proposal Number V-HQ-08050-S, including Amendments 1 through 4; the Statement of Work, Contractors Technical / Price Proposal dated 9/15/08; Contractor's Oral Presentation dated 10/30/08, as set forth in the transcript thereof made contemporaneously with such presentation; Contractor's Clarification Letter(s) dated 10/24/08; and, Best and Final Cost Submission # 1 dated 12/8/08. Any change in these specifications will require the prior approval of the MVA's Procurement Officer and appropriate regulatory approvals.

End of Article III

**ARTICLE IV
COMPENSATION**

4.01 The maximum compensation to be paid to the Contractor by MVA during the initial [transition + 5 year M&O] term for the satisfactory completion of the services described in Article III, inclusive of the ongoing program support. The five-year option period shall not exceed a cost of \$64,084,272.00. In order to exercise the renewal options, prior approval of the Maryland State Board of Public Works is required.

Cost Breakdown:

Fee for Initial Transition	<u>\$4,171,282.00</u>
Management & Operations (M&O) fee for Base Period (5 years)	<u>\$ 60,050,082.00</u>
Total Initial Transition and Base 5 year Management & Operations Fee	<u>\$ 64,221,364.00</u>
Unit Price for each initial vehicle inspection test Above the annual amount of 12,024,000	<u>\$ 0.00</u>
Total M&O Fee for 5 Year Option Period	<u>\$64,084,272.00</u>

4.02 Compensation set forth under Article 4.01 above shall be payable to the contractor in accordance with Section 2.49 of the RFP.

4.03 The Contractor shall submit a certified invoice monthly setting forth the amount to be paid and bearing the following statement:

"Certified just and correct and payment not received"

Invoices shall be prepared and signed by the Contractor and include the Contractor's Federal Employer Identification Number (FEIN). They shall be forwarded to the MVA for review and approval. Invoices shall indicate the nature of the services performed and shall be prepared in such form and detail as the MVA may require. They shall be supported by accurate copies of records, receipts and other evidence as may be required to establish that all charges are properly reimbursable. Affidavits of performance shall be submitted to the MVA where appropriate. Travel expenses shall be in accordance with State Travel Regulations.

END OF ARTICLE IV

**ARTICLE V
SPECIAL PROVISIONS**

5.01 Prime Contractor Responsibilities:

The Contractor shall assume sole responsibility for all work to be performed under the contract resulting from this RFP. MVA will consider the contractor to be the sole point of contact with regard to contractual matters including subcontractors.

5.02 Ownership of Materials:

The Contractor agrees that all agency developed data and material including but not limited to, reports, drawings, data, reports, studies, designs, camera ready copy, art work, specifications, estimates, maps, photographs, dies, prints, diskettes and computations prepared by the contractor under the terms of this agreement shall at any time during the performance of the services be made available to the MVA upon request and shall become and remain the property of the MVA upon termination or completion of the services. The MVA shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided for in the Contract.

5.03 Cancellation of Plans

The MVA reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such an event, the Contractor shall immediately take proper steps to carry out the MVA's instructions.

5.04 Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing of the MVA.

5.05 Financial Records

The Contractor shall maintain books, records and other evidence pertaining to the services provided under this contract in accordance with generally accepted accounting principles. These records shall be made available to the State of Maryland, the MVA and any auditors acting on their behalf in a timely manner at all times during the term of this contract and for a period of ten years thereafter.

5.06 Liability - Copyright

(This provision shall be in addition to and not in lieu of the indemnity provided under Section 24 of the General Conditions)

The Contractor shall hold and save harmless the State of Maryland, MVA, their offices, agents and employees from liability of any kind arising out of a claim or lawsuit for, or because of, the use of any copyrighted or uncopyrighted composition, trademark, service mark, secured process, patented invention, article, or appliance furnished or used in the performance of any contract resulting from the Request for Proposals for this contract. The Contractor agrees to assume the defense of any such suits and pay the cost and expense incidental thereto, subject to the right of the State to provide additional legal counsel at the State's own expense.

5.07 Project Manager

The administration has assigned a Project Manager (Mr. Joseph Colden) who will be the sole point of contact for the administration of this Agreement. All change orders and modifications shall be coordinated through the MVA's Project Manager. Final approval of the Procurement Officer is also required.

5.08 Notice

Any Notice given pursuant to this Agreement, including acceptance of deliverables must be in writing. Notice shall be considered to have been fully given when actually received by the addressee at the below addresses:

If to the Administration:

Mr. Joseph Colden
VEIP Project Manager
AND
Mr. Walt Bayne
Procurement Officer
6601 Ritchie Highway, NE
Glen Burnie, Maryland 21062

If to Contractor:

Mr. Mark San Fratello
President & CEO

AND

Mr. James Valerio
Program Manager

ESP

11 Kripes Rd.
East Granby, CT 06026

Individuals and addresses for such notices may be changed by notice given as provided herein.

5.09 Modification

This Agreement cannot be modified in any manner except by written modification, which has been initiated by the Procurement Officer

END OF ARTICLE V

**ARTICLE VI
INSURANCE**

- 6.01** Contractor shall maintain insurance coverage as specified in Section 1.16 of the RFP.
- 6.01** The Contractor shall deliver to the MVA upon execution of this Contract accurate and true Certificates of Insurance which show that the required coverage has been procured, that the MVA has been named as an additional insured under the insurance provided for, and that the policies will not be canceled, terminated or modified without 60 days prior written notice to the MVA. In the event the state receives a notice of non-renewal, the Contractor must provide the MVA with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. The Certificate of Insurance is acceptable in lieu of true copies of the policies if all policy exclusions are noted on the Certificate or through attachment to the Certificate by the policy writer.

END OF ARTICLE VI

ARTICLE VII
GENERAL CONDITIONS

The Maryland Department of Transportation "General Conditions for Service Contracts" dated (revised August 2004) attached hereto as Exhibit "A", is incorporated herein and made part of this Contract.

END OF ARTICLE VII

**ARTICLE VIII
EXCLUSIVE AGREEMENT**

This Contract is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter. No provisions of this Contract may be changed or modified except by an agreement in writing executed by both parties and approved by the MVA, MDOT, Department of Budget and Management, and the BPW, as applicable.

Headings, titles and paragraph captions are inserted in the Contract for convenience and are descriptive only, and shall not be deemed to add or detract from or otherwise modify the meaning of the paragraphs.

END OF ARTICLE VIII

ARTICLE IX
COMMERCIAL NONDISCRIMINATION CLAUSES

9.01 The contractor shall include the following Commercial Nondiscrimination clauses; or similar clauses (that must be approved by MVA), in all sub-contracts:

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

END OF ARTICLE IX

**ARTICLE X
PROMPT PAY REQUIREMENTS**

1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
 - 1.1. Not process further payments to the contractor until payment to the subcontractor is verified;
 - 1.2. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - 1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - 1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - 1.5. Take other or further actions as appropriate to resolve the withheld payment.
2. An "undisputed amount" means an amount owed by a contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
3. An act, failure to act, or decision of a procurement officer or a representative of the Agency, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
 - 3.1. Affect the rights of the contracting parties under any other provision of law;
 - 3.2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
 - 3.3. Result in liability against or prejudice the rights of the Agency.
4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

5. To ensure compliance with certified MBE subcontract participation goals, the Agency may, consistent with COMAR 21.11.03.13, take the following measures:
 - 5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - 5.2. This verification may include, as appropriate:
 - 5.2.1. Inspecting any relevant records of the contractor;
 - 5.2.2. Inspecting the jobsite; and
 - 5.2.3. Interviewing subcontractors and workers.
 - 5.2.4. Verification shall include a review of:
 - 5.2.4.1. The contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - 5.3. If the Agency determines that a contractor is in noncompliance with certified MBE participation goals, then the Agency will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action.
 - 5.3.1. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - 5.4. If the Agency determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Agency requires, then the Agency may:
 - 5.4.1. Terminate the contract;
 - 5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or
 - 5.4.3. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

- 5.5. Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

END OF ARTICLE X

**ARTICLE XI
EXECUTION**

It is agreed and understood by all parties hereto that the execution of this Contract and its effectiveness is contingent upon approval by the Secretary of MDOT and the BPW, and concurrence by MVA, as applicable. This Contract shall be considered to bind the parties in accordance with the Constitution and laws of the State of Maryland and Maryland Law shall apply with respect to any questions or disputes as to the validity or interpretation of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate.

WITNESS:

MOTOR VEHICLE ADMINISTRATION

BY: 

BY: 

TITLE: Administrator

DATE: 2/19/09

WITNESS:

CONTRACTOR

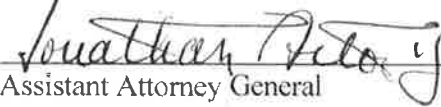
BY: 

BY: 

TITLE: President & CEO

DATE: 1/5/09

Approved as to Form and Legal Sufficiency:


Assistant Attorney General

DATE: 24 December 2008

BPW APPROVAL DATE: 2/18/2009

BPW ITEM NO: 2-S

END OF ARTICLE XI



Maryland Motor
Vehicle Administration
6801 Ritchie Highway, N.E.
Glen Burnie, Maryland 21082
1-800-980-1MVA (1692)
CUSTOMER SERVICE CENTER
1-800-492-4575
TTY
www.marylandmva.com
WEB SITE

March 6, 2009

Mr. James Valerio, Program Manager
Environmental Systems Products, Holdings Inc.
1740 Twin Springs Road, Suite K
Baltimore, Maryland 21227

RE: Modification #1- Project Schedule
Contract No. V-HQ-08050-S
Vehicle Emissions Inspection Program (VEIP)

Dear Mr. Valerio:

As a result of recent discussions the project and test schedule pertaining to the above contract is revised as follows:

- Limited testing will begin on August 1, 2009 and continue through September 30, 2009.
- Limited testing will consist of testing on demand only, retesting and late testing, using the legacy equipment, less dynamometers, in accordance with the new test standards and procedures for On Board Diagnostic (OBD) and idle test.
- The Gaithersburg facility will cease operation as scheduled effective August 1, 2009. All other facilities will remain open.
- Beginning on October 1, 2009 scheduled vehicle testing will begin using the legacy equipment, less dynamometers, in accordance with the new test standards and procedures.
- The deadline for full contract implementation using new equipment will be December 1, 2009.
- Removal of the legacy equipment will begin no later than December 1, 2009 and shall be completed no later than February 1, 2010.

Except as specifically changed by this modification, all original costs, terms and conditions shall remain in full force and effect. Please acknowledge your agreement and acceptance of this

Martin O'Malley - Governor
John D. Porcari - Secretary

Beverly K. Swain-Staley - Deputy Secretary

Anthony G. Brown - Lt. Governor
John T. Koa - Administrator

DA-082 (03-07)

contract modification in the space provided below, and return to my attention by no later than
March xx, 2009.

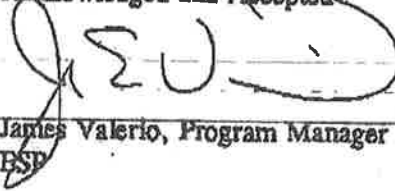
If you have any questions feel free to contact me at 410-768-7354 or email
wbayne@mdor.state.md.us.

Sincerely,



Walter E. Bayne, Manager
Procurement & Contracts

Acknowledged and Accepted



James Valerio, Program Manager
ESP

2012



Motor Vehicle Administration

Maryland Motor
Vehicle Administration
6601 Ritchie Highway, N.E.
Glen Burnie, Maryland 21062

1-800-950-1MVA (1682)
CUSTOMER SERVICE CENTER

1-800-492-4575
TTY

www.mvmaryland.com
WEB SITE

January 31, 2012

Mr. Larry Hurwitz
Senior Vice President & General Counsel
Envirotest Systems Holding Corp
7 Kripes Road
East Granby, CT 06026

REFERENCE: Contract # V-HQ-08050-CS
Motor Vehicle Administration (MVA)
Vehicle Emissions Inspection Program Management & Operations

Dear Ms. Hurwitz:

Enclosed is a fully executed copy of the Name Change Agreement.

If I can be of assistance please feel free to contact me at 410-787-7792 or jsands@mdot.state.md.us

Sincerely,

Joyce Sands
Procurement Officer
Office of Procurement and Contracts



MOTOR VEHICLE ADMINISTRATION
Vehicle Emissions Inspection Program Management & Operations
Change of Name
Contract No. V-HQ-08050-S

THIS CHANGE OF NAME AGREEMENT, dated the 31 day of January, 2012, by and between the Motor Vehicle Administration, 6601 Ritchie Highway, N.E, Glen Burnie, Maryland 21062 ("MVA") and Environmental Systems Products Holdings Inc. ("Contractor").

WHEREAS, on February 18, 2009, the MVA entered into a five (5) year contract with one (1) five (5) year renewal option at the sole discretion of the MVA with Environmental Systems Products Holdings Inc. for Vehicle Emissions Inspection Program Management & Operations; and

WHEREAS, on January 13, 2012, Environmental Systems Products Holdings Inc. provided notice of name to change from Environmental Systems Products Holdings Inc. to Envirotec Systems Holdings Corp; and

WHEREAS, Environmental Systems Products Holdings Inc. has entered into an agreement to provide Vehicle Emissions Inspection Program Management & Operations; and

WHEREAS, All original contract pricing, terms and conditions under Contract No. V-HQ-08050-S shall remain unchanged except as modified by this Change of Name Agreement; and

WHEREAS, the MVA wishes to accept the name change of this Agreement to Envirotec Systems Holding Corp;

NOW, THEREFORE, the parties agree as follows:

Based upon the name change in this Agreement to Envirotec, Systems Holding Corp. the identity of the Contact No. V-HQ-08050-S is hereby changed to Envirotec Systems Holding Corp. The MVA approves and accepts this Agreement change of name; and

Under **Code of Maryland Regulations (COMAR) 21.05.02.24B**, (1) Envirotec Systems Holding Corp. assumes all of Environmental Systems Products Holdings Inc. obligations, and (2) Environmental Systems Products Holdings Inc. waives all rights under the contract as against the State.

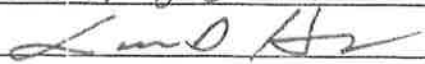
END OF AGREEMENT

IN WITNESS WHEREOF, the Parties of these presents have hereunto caused this Agreement to be executed, the day and year first above mentioned.

WITNESS:

Environmental Systems Products Holdings Inc.

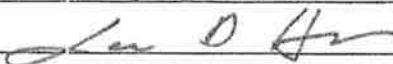


By:
Printed Name: LAURENCE O. HURWITZ
Title: SR VP & GENERAL COUNSEL
Signature: 
Phone No. 860 392-2177
Fax No. 860 392-2106
F.E.I.N. 52-2096698
DATE: 1/26/12

WITNESS:

Envirotest Systems Holding Corp.

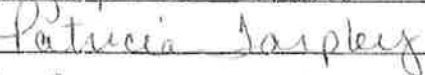


By:
Printed Name: LAURENCE O. HURWITZ
Title: SR VP & GENERAL COUNSEL
Signature: 
Phone No. 860 392-2177
Fax No. 860 392-2106
F.E.I.N. 52-2096698
DATE: 1/26/12

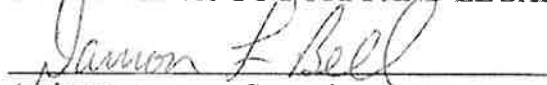
WITNESS:

**Maryland Department of Transportation
Motor Vehicle Administration**



By:
Printed Name: Patricia Tarpley
Title: Manager, Procurement + Contracts
Signature: 
DATE: 31 January 2012

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Assistant Attorney General

1/30/12
Date

2014

MARYLAND MOTOR VEHICLE ADMINISTRATION

DIVISION OF PROCUREMENT and CONTRACTS
CONTRACT NO.: V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM
CONTRACT MODIFICATION No. 4

This Contract Modification Number 4 is made this 1st day of October, 2014, between the Maryland Department of Transportation (MDOT), Maryland Motor Vehicle Administration ("MVA"), acting for and on behalf of the State, and Envirotest 7 Kripes Road, East Granby, CT 06026, (hereinafter referred to as "Contractor"). Contractor shall also be responsible for the performance of all its subcontractors hereunder unless specifically stated in otherwise in this contract.

WHEREAS, MVA and Contractor entered into Contract No. V-HQ-08050-S on October 1, 2009, in which Contractor agreed to provide Vehicle Emission Inspection Program (VEIP) services for the state; and

WHEREAS on September 3rd, 2014 The Board of Public Works approved the renewal of the contract for a second and final five (5) year term; and

NOW THEREFORE, the parties desire to execute this Contract Modification and renew the Contract as follows:

A. CONTRACT SERVICE DATE AND TERM

The contract term shall be October 1, 2014 to September 30, 2019.

B. CONTRACT AMOUNT

The contract amount shall be an amount not to exceed Sixty-Four Million, Eight-Four Thousand, Two Hundred Seventy Two Dollars (\$64,084,272.00).

C. CONTRACT TERMS and CONDITIONS

All other terms and conditions of the contract shall remain the same and if full force.

In Witness Whereof, the parties to this Contract have caused this document to be executed by their duly authorized representative on the date and year first written above.

Envirotest, Inc. Corp.

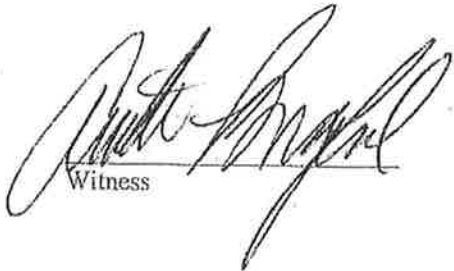
By: 

Title: President

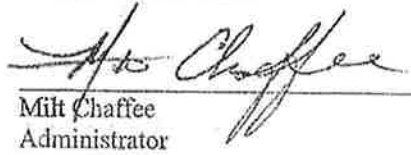
Date: Sept. 25, 2014


Witness

9/25/14

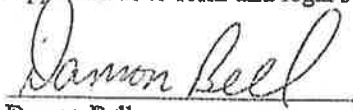

Witness

MARYLAND MOTOR VEHICLE
ADMINISTRATION


Milt Chaffee
Administrator

10-1-14
Date

Approved as to form and legal sufficiency:


Damon Bell
Assistant Attorney General

9/30/14
Date

2016

CHANGE ORDER 1-22-2016
for
CONTRACT NO. V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM (VEIP)

Scope/Objective of the Change Order:

The installation of seven (7) additional VEIP Self-Service Emission Kiosks as an expansion of the currently operational VEIP Kiosk Pilot which commenced on August 21, 2015. This change order provides for the ancillary site construction as a turnkey project. Delivery of all sites in a fully functional state is expected within forty-five (45) days of the MVA's acceptance of Envirotest's Proposal in response to this change order. Envirotest shall submit a proposal in response to this change order no later than ten (10) business days following the execution of this change order. MVA shall provide acceptance or provide a detailed, written response of non-acceptance within three (3) business days following Envirotest's proposal submission.

1. MVA acknowledges and agrees that all site construction and installation costs for the VEIP Kiosk Pilot are the State's responsibility. This change order is intended to facilitate and administer payment for this construction and installation.
2. Envirotest shall maintain ownership of all VEIP Kiosks including all proprietary hardware and software.
3. Where applicable and appropriate, Envirotest shall comply with State and local government building, environmental, health and safety codes, standards and other requirements including, but not limited to, building codes, fire codes, safety and health standards.
4. Envirotest shall supply the labor, management, site construction, concrete, electrical, finishes as required, the VEIP Kiosk equipment and all equipment not specifically furnished by the MVA. MVA shall provide VEIP Kiosk wrapping and applicable Pilot Program signage consistent with previous installations of VEIP Kiosks under the Pilot Program.
5. Envirotest agrees to install the Self-Service Emissions Kiosks at Bel Air, Beltsville, Fredrick, Waldorf MVA Branch Offices, Baltimore City West, Owings Mills and Annapolis VEIP Stations sites.
6. Envirotest will use the Glen Burnie VEIP Station Kiosk (drawing V-MUL-12067-AE) as a general guide and reference point for the VEIP Station locations and the Gaithersburg Drawing for the MVA Branch locations. Approximate kiosk locations are shown on Aerial Photographs 1 - 7.
7. Envirotest agrees that the self-service emission kiosk site shall have the components as outlined on the attached document as a minimum.
8. Envirotest will furnish and install the Closed Circuit Television Cameras for the three (3) VEIP locations identified herein. Envirotest shall not be required to perform any work related to the Closed Circuit Television Cameras or related surveillance at the MVA Branch locations unless noted in Attachment 1

9. After installation of the VEIP Self-Service Emissions Kiosks stations, Envirotest shall provide their standard maintenance to the VEIP Kiosk hardware and software as they provide for the two Pilot Program sites (Glen Burnie VEIP and Gaithersburg MVA Branch). This standard maintenance was defined and agreed upon prior to the launch of the VEIP Kiosk Pilot and is limited to the VEIP Kiosk Pilot hardware and software for the period which ends on August 20, 2016. No additional hardware maintenance, software maintenance, software modifications, facilities maintenance, construction maintenance, operational support, and/or inspection operation (testing) of the VEIP Kiosks is required by this change order or by any other contractual document beyond that period.
10. The MVA agrees to pay Envirotest 50% of the total cost for this project upon receipt of an invoice from Envirotest. The balance due of the accepted amount in Envirotest's Proposal will be paid after final acceptance by the MVA of all completed work by Envirotest. MVA will issue payment consistent with the current monthly payment process for the VEIP Contract (Contract No. V-HQ-08050-S).
11. The MVA will issue a purchase order via the FMIS system for Envirotest to bill the MVA for all payments.
12. The MVA will furnish and install the Close Circuit Television Cameras and all related wiring for the four (4) MVA Branch locations identified herein.


Procurement Officer Date 1/24/16


Envirotest Representative Date 1/24/16

2018

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

Modification No. 01
for
CONTRACT NO. V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM (VEIP)

This is a no-cost modification to clarify the responsibilities of both parties due to the need to scale services up/down as a result of regulatory reform related to the MDOT MVA's VEIP services and as provided by this contract. The adjustments of services included in this modification are globally described as follows:

The continuation and improvement of support services for the Vehicle Emissions Inspection Program self-service kiosks ("VEIP Kiosks") for all ten operating VEIP Kiosks beyond the initial pilot period. The support services include software licensure; hardware maintenance and support; and improved service response to reported issues with the VEIP Kiosks. All ten (10) currently operating VEIP Kiosks are included under this Change Order.;

As provided at fully contractor-managed locations, Envirotest assumes the Customer Service Representative (CSR) duties, including counter operations and customer service functions, at both the Frederick and Glen Burnie (Ordnance Road) VEIP Stations and additional stations identified by the MDOT MVA to supplant MDOT MVA responsibilities for the same; and

As a result of regulatory reform initiated by Governor Larry Hogan related to program eligibility, it is recognized that a reduction in annual inspection volume is expected to commence in early 2018. This reduction, coupled with the expected increase in usage of the self-service option, will over time, allow Envirotest to reallocate resources.

The following describes the specific nature of Envirotest's adjusted responsibilities under this no-cost modification to re-scale the services in response to the likely attritional effect to direct station labor and the increased usage of the self-service option VEIP regulatory reform:

1. Envirotest will increase technician staffing to ensure timely responses to Kiosk issues, with expanded evening and weekend coverage. Technicians will provide maintenance of the VEIP Kiosk equipment and adequate spare parts to allow for no more than one business day of down time. One business day is defined as no more than a twenty-four (24) hours from the last normal operating day of the VEIP (excluding holidays and other approved closures) to the next normal operating day of the VEIP. On an exception basis, support may be required during periods when the VEIP centralized lanes are closed.

Should off-hours support be formally requested by the MVA (e.g., on any day the VEIP centralized lanes are normally closed), Envirotest will make every effort to fulfill this request. Staffing will not be increased to accommodate these occasional, on-demand requests, but any "on-call" staff will be compensated in a manner compliant with the Contract, applicable labor law, and applicable COMAR requirements. Under these exceptions, Envirotest and MDOT MVA will coordinate and agree upon an on-demand

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

Modification No. 01
for
CONTRACT NO. V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM (VEIP)

remote or onsite service call to be rendered by 8:00 A.M. the next calendar day. No additional fee will be charged for this service.

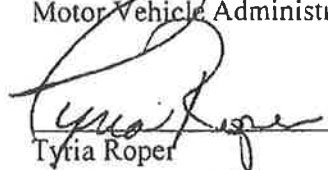
2. Modification of the VEIP Kiosk software to allow the inspection of compliant make and model vehicles with a VEIP due date in the past (i.e., Vehicles with late fees owed). Implementation of this modification shall be made under the direction and approval of the VEIP Technical Committee. Additional software modifications (as demonstrated) to improve usability of the VEIP Kiosk will be included and implemented under the direction and approval of MDOT MVA.
3. Supply and install all consumables and data network connectivity necessary and involved in the execution of VEIP Kiosk testing.
4. MDOT MVA will be responsible for ensuring the VEIP Kiosks are accessible during inclement weather for those VEIP Kiosks which are located at a MDOT MVA Branch.
5. Payment collections from motorists shall be managed and handled in a manner consistent with the Contract specifications; terms and conditions; and all COMAR definitions.
6. Envirotest shall be able to add VEIP Kiosks at additional locations in the future following negotiations and agreement with the MDOT MVA. Considerations include the cost of hardware, construction costs, and incremental support services.
7. Envirotest will work with the MDOT MVA to establish ad-hoc and on-demand reporting necessary to provide test volume information, payment details, usage analysis, and other key performance indicators. This reporting will occur within the provided data management solution for VEIP (i.e., IntelliTrak) and will require definition, review, and approval by the MDOT MVA in advance of implementation. Envirotest will also provide other Kiosk reports as requested that may be generated outside of IntelliTrak.
8. Envirotest will assume CSR responsibilities at both the Frederick VEIP Station and Glen Burnie (Ordnance Road) VEIP Station and up to four additional stations identified by the MDOT MVA as necessary. Staffing and coverage will be provided in a manner consistent with the current Contract and with practices utilized at all other contractor-managed VEIP stations.

The terms and conditions of this modification constitute a full accord and satisfaction of the Administration and the Contractor related to the actions described or referenced herein. Except as amended herein, all provisions of said contract remain in full force and effect.

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION

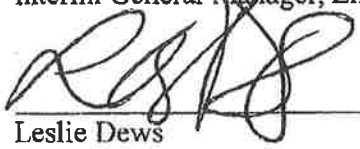
Modification No. 01
for
CONTRACT NO. V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM (VEIP)

Envirotest hereby agrees to comply with the details of this modification at no additional cost to the State of Maryland, Maryland Department of Transportation, and/or Maryland Department of Transportation Motor Vehicle Administration.




Tytia Roper
Interim General Manager, Envirotest

Date: 6.6.18



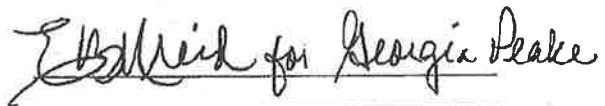
Leslie Dews
Deputy Administrator, Field Operations

Date: 6/8/18



Christine Nizer
Administrator

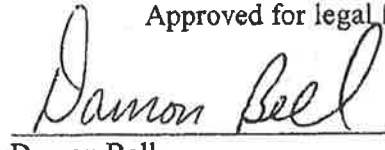
Date: 6/11/18



Georgia Peake
Manager, Office of Procurement and Contracts

Date: 6/8/18

Approved for legal form and sufficiency:



Damon Bell
Assistant Attorney General

Date: 6/27/18

2019

MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION

MOTOR VEHICLE
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Christine Nizer
Administrator

April 22, 2019

Ms. Tyria Roper, Program Manager
Envirotest Corporation
1740 Twin Springs Road, Suite K
Baltimore, Maryland 21227

Subject: Contract Modification #4 – Additional Time and Funding Authority
Vehicle Emissions Inspection Program (VEIP) - Contract No.: V-HQ-08050-S

Dear Ms. Roper:

The Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) is seeking approval from the Maryland Board of Public Works (BPW) on or about April 4, 2019 for a modification to the subject contract, V-HQ-08050-S, to add the additional funding authority of **\$12,816,854.40**, for a total Not to Exceed contract amount of **\$141,122,490.40**, and to extend term of the contract an additional 12 months, for an extended contract expiration date of **September 30, 2020**, to provide time to award the replacement contract. Except as specifically changed by this modification, all terms and conditions in the original contract and contract modifications #1, #2 and #3 shall remain in full force and effect.

If you agree with this modification, please sign below, and return via email no later than April 25, 2019 to myself at jmettle@mdot.state.md.us. In addition, follow-up by mailing the original signed hardcopy to my attention at 6601 Ritchie Highway, N.E., Room 223, Glen Burnie, MD 21062. Should you have any questions regarding this matter, please contact me at 410-768-7252. Thank you.

Sincerely,

Jessica Mettle, Director
Acquisitions & Contracts

Agree: Tyria Roper 4.25.19
Tyria Roper Date
Envirotest Corporation

Concur: Christine Nizer 4/24/19
Christine Nizer Date
MDOT MVA Administrator

Approved as to Form and Legal Sufficiency: Darmon F. Bell 4/29/19
Assistant Attorney General Date

Approved by the Board of Public Works: Date 6/19/19 Item No. 10-5-MOD

MOT
MARYLAND DEPARTMENT
OF TRANSPORTATION
**MOTOR VEHICLE
ADMINISTRATION**

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Christine Nizer
Administrator

This Agreement, made this 29th day of April, 2019, by and between the State of Maryland, Maryland Department of Transportation Motor Vehicle Administration (the "State") and Envirotec Corporation, formerly known as Envirotec Systems Holdings Corporation and Environmental Systems Products Holdings, Inc.

WHEREAS, Envirotec Systems Holdings Corporation contracted with the State to provide Vehicle Emissions Inspection Program Management & Operations, and which are open under contract # V-HQ-08050-S, hereinafter called "CONTRACT", and;

WHEREAS, effective August 29, 2018, Envirotec Corporation changed its name from Envirotec Systems Holdings Corporation (see Attachment "1" information from State of Delaware, Secretary of State), and;

WHEREAS, the acquisition has been authenticated and recorded by the Maryland Department of Assessments and Taxation. (see Attachment "2"), and;

WHEREAS, Envirotec Corporation will continue to be responsible for any liabilities for work performed under the name of Envirotec Systems Holdings Corporation prior to August 29, 2018 on the CONTRACT and for any work performed on the CONTRACT after August 29, 2018, and;

WHEREAS, all future invoices for tasks performed under the referenced CONTRACT shall be submitted under the name of Envirotec Corporation.

NOW, THEREFORE, WITNESSETH, that for and consideration of the premises and the mutual promises herein contained the parties agree as follows:

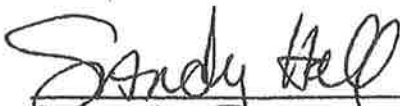
1. The State consents to the name change of the above referenced CONTRACT from Envirotec Systems Holdings Corporation to Envirotec Corporation.
2. Envirotec Corporation formerly known as Envirotec Systems Holdings Corporation warrants that there will be no interruption in the services to be provided under the existing CONTRACT with the State as a result of the name change.
3. Envirotec Corporation promises to perform all obligations agreed to in the name Envirotec Systems Holdings Corporation for the above referenced CONTRACT with the State.

4. No other terms or conditions of the CONTRACT between the State and Envirotest Corporation are changed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, officials, or Agents the day and year written above.

Attest:

Envirotest Corporation formerly known as
Envirotest Systems Holdings Corporation
Consultant


Corporate Secretary

By: 
(SEAL)

Print Name: Jeffrey Bagley

Title: Treasurer

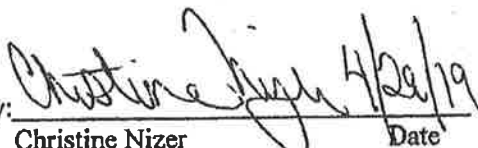
Date: April 25, 2019

FEIN No.: 52-2096698

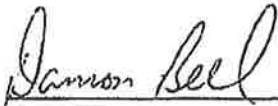
WITNESS:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF
TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION



By: 
Christine Nizer
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 4/23/19
Damon Bell
Assistant Attorney General

RECOMMEND FOR APPROVAL:

 4-26-19
Jessica Mettle, Director
Procurement and Contracts

2020

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
CONTRACT MODIFICATION NO. 6
CONTRACT NO. V-HQ-08050-S
VEHICLE EMISSIONS INSPECTION PROGRAM (VEIP)

THIS CONTRACT MODIFICATION (the "Modification") is made this 20 day of April, 2020, by and between Envirotest Corporation (hereinafter referred to as "Contractor"); and, the Maryland Department of Transportation, Motor Vehicle Administration (hereinafter referred to as the "MDOT MVA").

Recitals

WHEREAS, the MDOT MVA and Contractor entered into Contract No. V-HQ-08050-S (hereinafter the "Contract") on August 1, 2009, to provide Vehicle Emission Inspection Program ("VEIP") Services for MDOT MVA; and,

WHEREAS, due to the COVID-19 pandemic, MDOT MVA closed VEIP service stations in order to protect public health. As such, the parties desire to amend the Contract to reflect the closure of the VEIP service stations so as to reduce MDOT MVA's monthly operating costs until the VEIP service stations are re-opened to the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, MDOT MVA and Contractor hereby agree as follows:

1. The Recitals are incorporated into this Contract Modification.
2. Incorporated by reference into this Contract Modification is Attachment A, which describes in detail the specific items of work, services, and supplies to be reduced to achieve the cost savings intended by this Contract Modification.
3. The Contract's Scope of Work shall be modified by retaining staff critical to current operations and program continuity, beginning, April 19, 2020 until the State of Maryland permits MDOT MVA to reopen VEIP service stations to the public. The type of staff to be retained are identified in Attachment A. The parties agree that Contractor shall reduce its monthly invoice to MDOT MVA in the amount of One Hundred Ninety-Six Thousand Dollars (\$196,000.00) per month beginning April 19, 2020 until such time as the Contract expires or MDOT MVA re-opens VEIP service stations, whichever comes first. The labor/staff reduction amount for the month of April 2020 will be prorated based on the actual start date of the temporary furlough period for staff that are not retained. Likewise, the labor/staff reduction amount for the final month of non-testing operations will be prorated based on the actual date that MDOT MVA requires Envirotest to return furloughed employees to work in order to re-open VEIP service stations for vehicle testing.
4. The Contract's Scope of Work shall be modified to remove non-labor items beginning, April 1, 2020. The non-labor items to be removed from the Contract's Scope of Work are described in Attachment A. The parties agree that Contractor shall reduce its monthly invoice to MDOT MVA in the amount of Thirty-Three Thousand Dollars (\$33,000.00) per month beginning April 1, 2020 for non-labor items until such time as the Contract expires or MDOT MVA re-opens VEIP service stations, whichever comes first. The non-labor

reduction amount for the final month of non-testing operations will be prorated based on the actual date that MDOT MVA re-opens VEIP service stations for vehicle testing.

5. The Contract's Scope of Work shall be modified to remove additional non-labor items to include but not be limited to: electricity; water and sewer; uniforms; landscaping; and refuse from the Scope of the Contract, beginning, April 1, 2020. The parties agree that Contractor will reduce these costs based on historical costs at least one month in arrears to determine the actual cost savings and such information shall be provided to MDOT MVA within 15 days following the closure of the preceding month beginning May 15, 2020. The parties further agree that this cost modification, once implemented, shall remain in effect until such time as the Contract expires or MDOT MVA re-opens VEIP service stations, whichever comes first.

6. All other terms and conditions in the original Contract dated August 1, 2009, shall hereby remain the same and unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Modification to be executed by their respective duly authorized representatives.

WITNESS: *[Signature]*
Operation Mgr

CONTRACTOR: By: *Tyana Roper, General Manager*
Date: *April 20, 2020*

WITNESS: *[Signature]*
Jessica Nizer

MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
By: *[Signature]*
Christine Nizer, Administrator
Date: 4/23/2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
[Signature]
Damon Bell
Assistant Attorney General

4/21/2020
Date



DEPARTMENT OF GENERAL SERVICES
OFFICE OF STATE PROCUREMENT
ACTION AGENDA
September 2, 2020



Contact: Jessica Mettle 410-768-7252
jmettle@mdot.maryland.gov

19-S-MOD. SERVICES MODIFICATION
Department of Transportation Motor Vehicle Administration

Contract ID: Vehicle Emission Inspection Program Management and Operations; *V-HQ-08050-S*
ADPICS No.: COI78738

Contract Approved: DBM 2-S, 02/18/2009

Contract Description: Management and operations of 18 centralized vehicle emissions inspection stations and ten vehicle emissions inspection self-service kiosks located in 13 counties and Baltimore City.

Modification Description: Extend the contract term and add additional funding authority to provide time and funding to complete the new procurement currently underway.

Award: Envirotest Corporation; Baltimore, MD

Original Contract Term: 08/01/2009 - 09/30/2009 Transition Period
10/01/2009 - 09/30/2014 Base (w/one 5-year renewal option)

Mod. Term: 10/01/2020 - 09/30/2022 (Modification No. 7, *this agenda item*)

Original Contract Amount: \$ 64,221,364 (Transition 2-months; Base 5-years)

Modification Amount: \$ 25,633,709

Total Contract Amount: \$166,069,199

Percent +/- (This Item): 39.91%

Total Percent 258.5%

Prior Mods/Options: \$ 0 (Mod. 1: Project Schedule: Approved by MDOT MVA, 03/09/2009)
\$ 0 (Mod. 2: Novation Approved by MDOT MVA, 01/31/2012)
\$ 0 (Mod. 3: State Operating Budget (HB100) to reflect all costs for VEIP: Approved by MDOT MVA, 01/24/2016)
\$ 0 (Mod. 4: Continue the VEIP self-service kiosks beyond the pilot period; Approved by MDOT MVA, 06/06/2018)
\$64,084,272 (Renewal Option 1: DBM Item 9-S-OPT, 09/03/2014)



MOTOR VEHICLE ADMINISTRATION

Larry Hogan Governor
Boyd K. Rutherford Lt. Governor
Greg Slater Acting Secretary
Christine Nizer Administrator

May 20, 2020

Ms. Tyria Roper, Program Manager
Envirotest Corp.
1740 Twin Springs Road, Suite K
Baltimore, Maryland 21227

Subject: Contract Modification #7 - Additional Time and Funding Authority
Vehicle Emissions Inspection Program (VEIP) - Contract No.: V-HQ-08050-S

Dear Ms. Roper:

The Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) is seeking approval from the Maryland Board of Public Works (BPW) on or about July 22, 2020 for a modification to the subject contract, V-HQ-08050-S, to add the additional funding authority of \$25,633,708.80, for a total Not to Exceed contract amount of \$166,756,199.20, and to extend term of the contract an additional 24 months, for an extended contract expiration date of September 30, 2022, to provide time to award the replacement contract. Except as specifically changed by this modification, all terms and conditions in the original contract and contract modifications #1, #2, #3, #4, #5, and #6 shall remain in full force and effect.

If you agree with this modification, please sign below, and return via email no later than May 29, 2020 to me at rzimmerman1@mdot.maryland.gov. In addition, follow-up by mailing the original signed hardcopy to my attention at 6601 Ritchie Highway, N.E., Room 223, Glen Burnie, MD 21062. Should you have any questions regarding this matter, please contact me via email. Thank you.

Sincerely,

Handwritten signature of Rebecca Zimmerman

Rebecca Zimmerman, Procurement Administrator
Procurements & Contracts

Agree: Tyria Roper 5-21-2020 Date
Concur: Christine Nizer 9/14/2020 Date
MDOT MVA Administrator

Approved as to Form and Legal Sufficiency: Damon Bell 6/24/2020 Date
Assistant Attorney General

Approved by the Board of Public Works: Date 9/02/20 Item No. 19-S-MOD