

## EXHIBIT F

CONTRACTOR will be compensated over the three (3) year primary term of the contract for the goods and services enumerated in the RFP and CONTRACTOR's proposal as follows:

A. UTAH2011 purchase at existing stations and maintenance at all stations

1a. A per unit fee for UTAH2011 systems (for 342 units) for existing stations:

- (a) for OBD only units \$3,411.00 per unit
- (b) for OBD/TSI units \$6,623.00 per unit

1b. A per unit fee for up to two (2) years maintenance for stations that purchase new equipment. Stations will purchase the UTAH2011 analyzer independently and it will come with a first year warranty. The second and third year warranty will be paid by the program at the following rates:

- (a) for OBD only units \$344.00 per unit per year or \$28.67 per month for partial years
- (b) for OBD/TSI units \$462.50 per unit per year or \$38.54 per month for partial years

Items 1a and 1b will be paid for by the revenue collected from the I/M stations. It is independent of the number of tests performed. It is, however, dependent on the number and kind of units in service.

2. At existing stations, CONTRACTOR will receive:

- (a) \$94.75 per month for OBD only units
- (b) \$183.97 per month for OBD/TSI units

3. For new equipment at new or existing stations, CONTRACTOR will receive:

- (a) \$28.67 per month after the first year of operation
- (b) \$38.54 per month for OBD only and OBD/TSI units

B. VID and Data

- 1. A fee for VID hardware and software \$1,078,401.00
- 2. A fee for data preparation and reports \$548,376.00

These items are to be paid from revenue collected from the program stations. They are independent of the number of tests performed and the number and kinds of units in service. Each month the CONTRACTOR will receive:

- (a) 1/36 of the total fee for VID hardware and software \$29,955.58
- (b) 1/36 of the total fee for data preparation and reports \$15,232.67

C. Salt Lake Valley Health Department

1. A fee for HEALTH's UTAH2011 systems:

- (a) for OBD only units \$3,411.00 per unit
- (b) ~~for OBD/TSI units \$6,623.00 per unit~~ OS
- (c) for OBD/TSI/diesel \$8,723.00 per unit

2. A fee for maintaining HEALTH's UTAH98 or an equivalent loaded mode system capable of testing for nitrogen oxides - ~~TBD~~ No Charge OS

These items are HEALTH's costs. HEALTH will make a yearly payment to CONTRACTOR in an amount equal to the sum of the costs divided by the three (3) year terms. Normally this would amount to \$ 4,044.67 per year. If HEALTH's requirements for these services change, then these fees may be altered by HEALTH giving thirty (30) days notice to CONTRACTOR.

D. Collection and distribution of revenue

1. CONTRACTOR will receive an annual payment of \$ 4,044.67 from HEALTH (after invoice). OS

2. Each month CONTRACTOR will receive:

(a) one-twelfth (1/12) of the annual compensation for data services as noted above (collected from the per-test fee, monthly connection fee and minimum test authorizations, the "monthly mandatories"); and

(b) an amount equal to that previously specified for the type of unit (OBD only or OBD/TSI) multiplied by the number of pre-existing stations that have selected that type of equipment. CONTRACTOR will receive:

- (i) \$94.75 per month for OBD only units
- (ii) \$183.97 per month for OBD/TSI units

(c) In the second and third year of program operation, CONTRACTOR will be paid for maintenance on new equipment after the initial first year warranty expires. CONTRACTOR will receive monthly:

- (i) \$28.67 per month for OBD only units
- (ii) \$38.54 per month for OBD/TSI units

(d) CONTRACTOR will collect revenue from the stations as follows:

- (i) A per test fee (these tests do not expire and are good for the life of the program.
- (ii) A monthly connection fee (to be paid each month by every station in the program.

(d) A fee to purchase a monthly mandatory test (which is required to begin testing each month and expires at the end of the month).

3. CONTRACTOR will propose a fee schedule which shall be approved by HEALTH to ensure that sufficient revenue is collected to cover CONTRACTOR's expenses as specified.

4. The per test fee and the monthly connection fee should be different and correspond roughly with the difference in purchase price and maintenance for the respective equipment.

5. HEALTH will supply projected test volumes.

E. Excess or deficit revenue

1. If station revenue is received in excess of what CONTRACTOR is entitled to collect, as specified above, the excess revenue will be deposited in an account managed by CONTRACTOR (this account shall be titled "The Monthly Test Fluctuation Account"). CONTRACTOR will be responsible for managing this account but will report to HEALTH monthly on its activity. The excess revenue in the Account will be used for annual reconciliations with I/M stations.

2. If the station revenue is less than what the CONTRACTOR is entitled to collect as specified above, CONTRACTOR may withdraw sufficient revenue from the Account to complete the CONTRACTOR's monthly entitlement.

F. Year-end reconciliation

1. After the end of the contract year, CONTRACTOR will have an audit performed by a local CPA firm specified in the CONTRACTOR's proposal. The results of the audit will be provided to HEALTH's fiscal manager. Within 45 days of the receipt of the audit, HEALTH will, in consultation with CONTRACTOR, determine the amount of revenue which should be retained in the Account and the amount, if any, which should be reconciled with the I/M stations. Sufficient revenue should be retained in the Account to ensure that financial obligations to the CONTRACTOR are met.

2. Years one (1) through three (3) payment will be made at the end of the year upon receipt of an invoice. ~~The reconciliation~~ The yearly payment of N/A will cover CONTRACTOR services for the prior twelve months. ~~The invoice~~ for year two is due on March 15, 2013. ~~The invoice~~ for year three will be due on March 15, 2014.

*The reconciliation*

*reconciliation*

*DL*

*00*