

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION: DEPARTMENT OF PUBLIC SAFETY, BUREAU OF MOTOR VEHICLES, FISCAL SERVICES, P.O. BOX 16520, COLUMBUS, OH 43216-6520

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: TERM CONTRACT - RANDOM DETERMINATION FOR FINANCIAL RESPONSIBILITY ANALYSIS

Attached are pages 1, 9, 35 and 37 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to notify of price changes effective for mailings done on or after April 1, 2012, to notify of a new Procurement contact and to add a Summary of Amendments.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Tim Riley  
tim.riley@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

181747  
Pasco, Inc. dba Validati  
1140 Terex Road  
Hudson, OH 44236  
spitalieri@pasco-group.com

STATE OF OHIO  
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MANDATORY USE CONTRACT FOR: RANDOM DETERMINATION FOR FINANCIAL RESPONSIBILITY ANALYSIS

CONTRACT No.: OT900911

EFFECTIVE DATES: 07/01/10 to 06/30/12

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900911 that opened on 05/21/10. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Department of Public Safety, Bureau of Motor Vehicles, Fiscal Services, P.O. Box 16520, Columbus, OH 43216-6520, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Tim Riley \*  
tim.riley@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

\* Denotes new Procurement contact

Signed: \_\_\_\_\_  
Robert Blair, Director Date

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Tim Riley. \*

## SPECIFICATION

### I. SCOPE

The purpose of the Invitation to Bid (ITB) is to provide for the Department of Public Safety, Bureau of Motor Vehicles (ODPS/BMV) a Contractor to conduct a program for the random determination of vehicle registrations to evaluate vehicle registrant's compliance with the Financial Responsibility (FR) requirements enacted by the State legislature. The term of any contract issued pursuant to this ITB shall be for two (2) years, from July 1, 2010 through June 30, 2012.

### II. APPLICABLE DOCUMENTS

#### A. Ohio Revised Code (ORC)

1. Title 45 – Motor Vehicles – Aeronautics - Watercraft, Chapter 4509: Financial Responsibility - <http://codes.ohio.gov/orc/4509>
2. Title 45 – Motor Vehicles – Aeronautics – Watercraft, Chapter 4501.27 – Confidentiality <http://codes.ohio.gov/orc/4501.27>
3. General Provisions, Chapter 9: Miscellaneous, 9.24 Findings for Recovery <http://codes.ohio.gov/orc/gp9.24>

#### B. United States Code Annotated (USCA)

1. 18 USCA § 2721 – Title 18 – Crimes and Criminal Procedure, Part I – Crimes, Chapter 123, Section 2721 – Prohibition on Release and Use of Certain Personal Information from State Motor Vehicle Records [http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=\\$\\$xa\\$\\$busc18.wais&start=4177921&SIZE=14736&TYPE=PDF](http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&FILE=$$xa$$busc18.wais&start=4177921&SIZE=14736&TYPE=PDF)

#### C. State of Ohio Policy

1. IT Policy – Disposal, Servicing and Transfer of IT Equipment, No. ITP-E.1, dated 03/19/08 [http://www.oit.ohio.gov/igd/policy/pdfs\\_policy/ITP-e.1.pdf](http://www.oit.ohio.gov/igd/policy/pdfs_policy/ITP-e.1.pdf)
2. Privacy & Security - <http://www.oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>

\* Denotes new Procurement contact

SPECIFICATION (Cont'd.)

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

- L. Excusable Delay: Neither party will be liable for any delay in its performance that arises from causes beyond its control and with its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controlled by the Contractor's subContractors will be considered controllable by the Contractor, except for third party manufacturers supply commercial items and over whom the Contractor has no legal control.

PRICE SCHEDULE

OAKS ITEM ID	ITEM	ESTIMATED ANNUAL USAGE	PRICE PER TRANSACTION (MAILING)	
17973	Verification of Proof of Insurance or Other Financial Responsibility Coverage	280,000 mailings	\$ 0.818	*
17974	First Notice of Suspension	64,000 mailings	\$ 0.609	*
17975	Acknowledgment Notice	208,000 mailings	\$ 0.585	*
17976	Second Notice of Suspension mailed via certified mail, return receipt requested (cost to include postage and all other related costs)	25,000 mailings	\$ 6.60	*
17977	Performance Bond Cost (Not included in cost of mailings)		\$ 1,200.00	

\* Denotes price change pursuant to postage price increase effective for all mailings done on or after April 1, 2012

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	04/01/12	This amendment is issued to notify of price changes effective for mailings done on or after April 1, 2012; to notify of a new Procurement contact and to add a Summary of Amendments.