

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

REQUIREMENTS CONTRACT: SERVICES TO COLLECT MONTHLY SUPERVISION FEES FROM OFFENDERS

CONTRACT No.: OT907408

EFFECTIVE DATES: 04/01/08 to 03/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907408 that opened on 03/03/08. 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 Ohio Department of Rehabilitation and Correction, Division of Parole and Community Service, 1050 Freeway Drive, North, Columbus, OH 43229, 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:

Peggy J. Canada - peggy.canada@das.state.oh.us

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



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

Signed: _____
Hugh Quill, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Contract Award	3
Evaluation	3
Escalator Clause	3
Usage Reports	3
Specifications	4-10
Contractor Index	11

CONTRACT ITEMS

Price Schedule	10
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DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

ESCALATOR CLAUSE: During the life of this contract, changes may occur in postal rates that may substantially increase the expenses of the Contractor. In such cases, the Contractor, upon thirty (30) days prior written notice, may petition the Office of State Purchasing for the exact amount of the increase, provided the Contractor first submits documentary evidence to fully support the claim. Approval of said increase is subject to the sole discretion of the Director, Department of Administrative Services. Additionally, no petitions for escalation of any ensuing contract shall be considered, unless documentation is submitted showing increase occurred after the opening of this bid.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: Multiply the Estimated Yearly Usage of Monthly Invoices Mailed, Invoices Received Through the Lock Box with Remittances Enclosed, Invoices Requiring Name and/or Address Changes and Any Correspondence for DPCS Contained in Mail Addressed to the Lock Box Mail Returned by to the Lock Box by the Post Master to Match Price Page by their cost per transaction. Add the product of each together to get an estimated annual cost per year and multiple the annual estimated cost by three to get an estimated contract cost. Failure to bid all items may result in the bidder being deemed as not responsive.

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 State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Peggy J. Canada.

SPECIFICATIONS FOR SERVICES TO COLLECT MONTHLY SUPERVISION FEES FROM OFFENDERS

I. SCOPE

The State is seeking bids on behalf of the Department of Rehabilitation and Correction (DRC), Division of Parole and Community Services (DPCS) from Contractors for a three-year program to collect monthly supervision fees from offenders as authorized in Section 5120.56(D)(5) of the Ohio Revised Code (ORC) enacted by the State Legislature.

II. BACKGROUND

- A. The Department of Rehabilitation and Correction (DRC), Division of Parole and Community Services (DPCS) shall recover from offenders under supervision and meeting specific criteria a supervision fee, pursuant to Section 5120.56(D)(5) of the Ohio Revised Code. The supervision fee is \$20.00 a month for each of the offenders. The collection of the supervision fee shall be by submission of a monthly payment by the offender to the Supervision Fee Administrator, 1050 Freeway Drive North, or the Administrator's Designee. The supervision fee must be paid by certified check or money order.
- B. The offender shall sign conditions of supervision, no later than the offender's first reporting visit to the assigned parole officer for the Adult Parole Authority (APA). Supervision fee payments will be due on the first day of the month beginning the first full month on supervision.
- C. Offenders may object to the assessment of the fee by submitting a written grievance. Notification of the DPCS's decision will be made to the offender in writing within ten (10) days of receipt of the written grievance.
- D. DPCS may approve a waiver to pay the fees if at any time during the offender's supervision, collecting the fee would cause an unduly burdensome upon the offender.
- E. All monies collected by or on behalf of the Department under Section 5120.56 of the Revised Code shall be deposited by the Division of Parole and Community Services Business Office in the Offender Responsibility Fund of the State Treasury.
- F. If an offender receives a final release from parole, or termination of PRC supervision, and has unpaid supervision fees, the supervision fee administrator shall notify the offender, in writing, of the total unpaid amount and demand payment in full in 45 days for that amount. If payment is not made in 45 days, the supervision fee administrator shall certify the overdue amount to the Attorney General's Office – Revenue Recovery Section, for collection.
- G. The DPCS shall monitor the collection of fees and annually report the following information:
 - 1. The number of offenders who have paid fees;
 - 2. the number of offenders who have been exempted from payment of fees;
 - 3. the number of offenders who have not complied with payment of fees;
 - 4. the total amount of fees collected;
 - 5. the total estimated cost of administering the system;
 - 6. and, the types of goods and services purchased from the collection of the fees.

III. REQUIREMENTS

- A. The DPCS will create a data file of all eligible offenders with an active status and will make it available for the Contractor to pick it up on the 5th of each month from a designated FTP server.
- B. The DPCS will create a data file of all the eligible offenders with a closed status and will make it available for the Contractor to pick it up on the 22nd of each month from a designated FTP server.
- C. The Contractor is responsible for printing and sending invoices and processing payments as described herein:

SPECIFICATIONS (Cont'd)

- a. Transferring electronic data files between DPCS network and the Contractor on a FTP server to include:
 - i. Retrieve electronic data file from DPCS network for creating invoices.
 - ii. Post electronic data file on offender payment information to DPCS network as outlined in Article IX.
 - b. Printing invoices which request payment of Supervision Fees from the information furnished by DPCS.
 - c. Each month mail offenders an invoice which includes language outlined in this document.
 - d. Providing lock box service for payment and offender correspondence.
 - e. Process and endorse checks and money orders on behalf of DPCS.
 - f. Ensuring all checks have available funds before including the payment with the Treasury deposit and before including the payment information on the electronic data file. The Contractor is responsible for the collection of insufficient funds from the payer not from DPCS.
 - g. Endorsing and depositing the payments to the Offender Responsibility Fund of the State Treasury.
 - h. Mailing any unidentifiable payments to DPCS for processing.
 - i. Forwarding all offender disputes and correspondences to DPCS.
 - j. Updating all offender information on a monthly basis including but not limited to name, address and unit number.
 - k. Research and report issues with payments as requested by DPCS.
- D. The Contractor will provide various daily and monthly reports outlined in the document in Article IX, format to be determined later.
- E. Contractor's name shall not appear on any forms or envelopes mailed to offenders.
- F. Contractor is required to correct all of his data errors within 48 hours of discovery .

IV. LOCK BOX

The Contractor shall arrange for a caller service post office box (Lock Box) in the State's name. The Contractor will have full access to the lock box and shall pick up the lock box mail at least weekly and process the mail received as specified in this bid. Mail pickup may be omitted on state holidays; New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day (Observed), Independence Day, Labor Day, Columbus Day (Observed), Veterans Day, Thanksgiving and Christmas. The lock box must be located in Ohio, while the processing may take place outside Ohio.

V. INVOICE

The Contractor and DPCS will jointly develop the invoice requesting payment of the Supervision Fee which will be printed and mailed by the Contractor to the offenders. The offender and payment information to be printed by the Contractor consists of the offender's name/address, invoice date, CCIS number, unit number, balance due on the account , payment amount received during the previous month, month fee is owed, currently monthly Supervision Fee owed, drug testing fee, extradition cost reimbursement, total amount due and total amount paid on the account. The invoice will include a message box where DPCS can initiate and change a message to the offenders. The invoice will include a detachable remit section containing the following information: who to make the payment to offender's name, offender's address, invoice date, CCIS No., unit name, total amount due, line for the offender to write in the amount being paid, a note "For address changes, see back side", and the address where the payment is to be sent. The remit address will be printed in a location that will be seen through the window of the returned envelope which will be included with the invoice. On the back bottom side of the invoice there will be an area where the offender can complete an address change. This area will include the following information:

Name, Address, City, State, ZIP Code, Home Phone, Work, E-mail Address

- A. The data will be provided to the Contractor in an FTP file in ASCII format.

DPCS USE ONLY	25
CCIS Number	20

SPECIFICATIONS (Cont'd)

Unit Number	10	
Offender Name	35	
Entry Date Into Program	8	CCYYMMDD (20021002)
End of Program Date	8	CCYYMMDD
Total Amount Due	10	
Amount Paid to Date	10	
Running Balance	10	
Due Date	8	CCYYMMDD (20021002)
Address	30	
City	15	
State	2	
Zip	5-4	
Social Security Number	9	
Mail Date	8	CCYYMMDD

Filled in from Contractor

- B. The weekly report files provided by the Contractor to the DPCS shall be in the same format as the file data sent to the Contractor.
- C. The form paper shall be within the range of 20 to 24 pounds by weight and shall be perforated for a remit stub. The Contractor shall include a number nine (9) return envelope with each invoice mailed. The offender is responsible for postage on the return envelope. The return envelope should have a bar code to facilitate post office processing.
- D. The processing date will be shown on the top portion of the invoice mailed to the offender.
- E. The offender's name and address at the top of the form must be positioned to show in the window of the number ten (10) mailing envelope.
- F. The return address on the Number ten (10) mailing envelope shall read: State of Ohio, Adult Parole Authority, the Lock Box address and a notation, "Return Service Requested."

VI. PROCESSING LOCK BOX MAIL

Offenders are required to pay the Supervision Fee by first of the month remitting by either a money order or certified check. The Contractor is required to verify remittance amount on the returned coupon submitted by the offender with the amount shown as due on the invoice.

- A. A box is to be provided on the back of the coupon for the offender to mark if there is a name and/or address change. Provisions are included on the back of this form for entering the change(s). The Contractor shall check during processing to see if this box is marked and if so, include the offender's information in a report to be sent to DPCS each month. Details of the change of address report are outlined in Article IX.
- B. The Contractor may destroy return envelopes received with remittances without changes or additional information included.
- C. The Contractor will mail all offender correspondences to DPCS.

SPECIFICATIONS (Cont'd)

VII. FREQUENCY/TIME SCHEDULE

The frequency of mailing invoices, lock box service and submittal of reports to the DPCS are outlined below:

	<u>Program Task</u>	<u>Frequency/Time Period</u>
1.	DPCS will provide Contractor with electronic file on open cases with update offender information (Offender name, CCIS No., Address, Unit No., Payment information).	Monthly, by the 5 th of each month.
2.	DPCS will provide Contractor with electronic file on closed cases with update offender information (Offender name, CCIS No., Address, Unit No., Payment information).	Monthly, by the 22 nd of each month.
3.	Contractor generates invoices for open cases.	Monthly
4.	Contractor generates invoices for closed cases.	Monthly
5.	Contractor mails invoice and returned envelope for open cases.	Monthly, on the 5 th of each month or the first work day if the 5 th falls on a weekend or holiday.
6.	Contractor mails invoice and returned envelope for closed cases.	Monthly, on the 22 nd of each month or the first work day if the 5 th falls on a weekend or holiday.
7.	Contractor picks up mail from lock box.	At a minimum, weekly.
8.	Contractor post to DPCS an electronic file of the offenders payments on the FTP server.	Weekly, on Wednesday or the first work day after if a holiday falls on a Wednesday.
9.	Contractor scans checks or money orders and retains the information for future reference.	At a minimum, weekly.
10.	Contractor deposits checks for DPCS.	At a minimum, weekly.
11.	Contractor transmits to DPCS an electronic All Transaction Coded report for open cases as outlined in Article IX.	Daily
12.	Contractor transmits to DPCS an electronic All Transaction Coded report for closed cases as outlined in Article IX.	Daily
13.	Contractor transmits to DPCS an electronic All Payments Received Past 120 Days report for open cases as outlined in Article IX.	Daily
14.	Contractor transmits to DPCS an electronic All Payments Received Past 120 Days report for closed cases as outlined in Article IX.	Daily
15.	Contractor transmits to DPCS an electronic detailed Change of Address report as outlined in Article IX.	Monthly
16.	Remittance Breakdown report detailing all collections deposited for the week and the amount deposited with the Treasury Department.	Weekly, on Tuesday or the first work day after if a holiday falls on a Tuesday.
17.	Contractor transmits to DPCS an electronic No Payments Made or Excessive Fees report as outlined in Article IX.	Monthly
18.	Contractor transmits to DPCS other reports.	As requested by DPCS.

SPECIFICATIONS (Cont'd)

With the time lag in receipt of mail at the lock box, the time period for completing the processing and evaluation could extend beyond the expiration date of the contract. The Contractor will be responsible for completing all requirements of the contract.

VIII. REPORTS

Report formats may differ from those listed below. Additional reports may be added before or during the term of the contract. These additional reports will be outside the scope of the contract and the price will be negotiated between the agency and awarded Contractor.

- A. Electronic data file on offender payment information posted to DPCS network, include:
Data and time of processed payment, offender name, Community Control Information System (CCIS) No., payer information, document number, additional information may be required in coordinating process with DPCS network staff.
- B. Change of Address spreadsheet report sent electronically to DPCS fee administrator staff, include:
Current information on CCIS No., First Name, Last Name, Unit No., New Address (Street No., City, State, Zip Code)
- C. All Transaction Coded spreadsheet report sent electronically to DPCS fee administrator staff for both open and closed cases, include:
CCIS No., First Name, Last Name, Payment Amount, Payment Date, Release Payment Date, Claim Amount
- D. All Payment Received Past 120 Days spreadsheet report sent electronically to DPCS fee administrator staff for both open and closed cases, include:
CCIS No., First Name, Last Name, Payment Amount, Payment Date, Release Date, Claim Amount, Week's Total Collection Amount
- E. Remittance Breakdown spreadsheet report sent electronically to DPCS fee administrative staff for both open and closed cases, include:
CCIS No., First Name, Last Name, Payment Amount, Payment Date, Release Date, Claim Amount, Week's Total Collection Amount
- F. No Payments Made or Excessive Fees spreadsheet report sent electronically to DPCS fee administrative staff on accounts with no payments or payments owed over \$100 for open cases only, include:
CCIS No., First Name, Last Name, Unit No., Total Payment Amount, Last Payment Date, Claim Amount

IX. PROOFS

Prior to mailing any invoice to offenders, the Contractor shall submit for DPCS's approval a proof of all the initial invoices and coupon, front and back, and a proof of the No. 9 envelope for mailing the invoice to:

DPCS
Lock Box
Address
P. O. Box 16520
City, OH, Zip

X. SUBMISSION OF CONTRACTOR INVOICES

The Contractor shall submit an original invoice for the open cases and an original invoice for the closed cases to:

The Ohio Department of Rehabilitation and Correction
Division of Parole and Community Services
DPCS Business Office, Suite 107
1050 Freeway Drive, North
Columbus, Ohio 43229.

SPECIFICATIONS (Cont'd)

The Contractor shall send an electronic copy of the original invoice for the open cases and an original invoice for the closed cases to:

Lisa.davis@odrc.state.oh.us

- B. Payments to the Contractor shall be per transaction for services and material provided in conducting this program, as outlined in the bid proposal.
- C. The Contractor's invoice shall be submitted each month and shall include the following categories:
 - a. Number of invoices mailed.
 - b. Payments processed.
 - c. Change of address requests.
 - d. Disputes & correspondences received.
 - e. Mail returned by Post Master.

XI. BIDDER QUALIFICATIONS

- A. The bidder must have two (2) years experience within the last three years in successfully completing programs similar to the specifications of this bid.
- B. The bidder must have the computer and mailing systems to be used including software and programming.

XII. BID SUBMITTALS

- A. Submit one (1) reference where the bidder has completed a program similar in scope to the requirements listed in this bid. The reference must include the name, address, and telephone number of a contact person who can verify the Contractor's reference.
- B. List any sub Contractors who are to be used and describe their duties.

XIII. COSTS INCURRED BY CONTRACTOR

- A. The cost per transaction shall include but not be limited to the following:
 - a. Processing raw data provided by DPCS.
 - b. Paper for and printing the invoice.
 - c. Number ten (10) window envelop for mailing the invoice.
 - d. Postage to mail the invoice.
 - e. Number nine (9) window envelop for return mail (No postage required).
 - f. Lock Box rent and service for weekly pick up of mail.
 - g. Evaluation of responses received from offenders.
 - h. Reports required in Article IX.
 - i. Processing payments.
 - j. Depositing the collected fees to the Offender Responsibility Fund of the State Treasury.
 - k. Postage for mailing correspondences and unidentified payments to DPCS.
- B. Invoices received through the Lock Box with remittances enclosed.

The cost per transaction shall include but not be limited to the following:

- a. Provide lock box service for return mail.
- b. Depositing the fees returned by offenders to the Offender Responsibility Fund of the State Treasury.
- c. Provide returned mail reports and providing the DPCS with other monthly reports.

SPECIFICATIONS (Cont'd)

C. Invoices requiring name and/or address changes.

The cost per transaction shall include but not be limited to the following:

- a. Updating data file with new name and/or address change.
- b. Postage for Contractor for mailing name and/or address changes to the DPCS.

D. Any correspondence for DPCS contained in mail addressed to the Lock Box.

The cost per transaction shall include but not be limited to the following:

Postage for Contractor for undeliverable mail to DPCS.

**PRICE SCHEDULE
 Open Cases**

ITEM NO.	ITEM DESCRIPTION	COST PER TRANSACTION 04/01/08-03/31/09	COST PER TRANSACTION 04/01/09-03/31/10	COST PER TRANSACTION 04/01/10-03/31/11
		Not to exceed \$.56	Not to exceed \$.56	Not to exceed \$.56
4542	Monthly invoices mailed	\$.56	\$.56	\$.56
9569	Invoices received through the Lock Box with remittances enclosed.	\$.25	\$.26	\$.27
4543	Invoices requiring name and/or address changes.	\$.20	\$.21	\$.22
9621	All correspondence for DPCS contained in mail addressed to the Lock Box.	\$.15	\$.16	\$.17
13017	Mail returned to the Lock Box by the Post Master.	\$.15	\$.16	\$.17

Closed Cases

ITEM NO.	ITEM DESCRIPTION	COST PER TRANSACTION 04/01/08-03/31/09	COST PER TRANSACTION 04/01/09-03/31/10	COST PER TRANSACTION 04/01/10-03/31/11
		Not to exceed \$.56	Not to exceed \$.56	Not to exceed \$.56
13018	Monthly invoices mailed	\$.56	\$.56	\$.56
13019	Invoices received through the Lock Box with remittances enclosed.	\$.25	\$.26	\$.27
13020	Invoices requiring name and/or address changes.	\$.20	\$.21	\$.22
13021	All correspondence for DPCS contained in mail addressed to the Lock Box.	\$.15	\$.16	\$.17
13022	Mail returned to the Lock Box by the Post Master.	\$.15	\$.16	\$.17

NOTE: Monthly invoices mailed is not to exceed \$.56, any amount over \$.56 may be deemed not responsive and bidder may be disqualified.



CONTRACTOR INDEX

CONTRACTOR AND TERMS:

12714
The Receivable Management Service Corporation
4836 Brecksville Road
Richfield, OH 44256

CONTRACTOR'S CONTACT: Shelley Freiberg

CONTRACTOR'S IT/MIS CONTACT: Steve Miholics

BID CONTRACT NO.: OT907408-1 (03/31/2011)

TERMS: Net 30 Days

Telephone: (330) 659-1032

FAX: (330) 659-5403

E-mail: shelley.freiberg@rmsna.com

Telephone: (484) 242-6443