INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.	BIDDER NAME
BID NUMBER: OT900911 / OPENING DATE (1:00 p.m.): MAY 21, 2010	STREET ADDRESS ☐ Check if remit address is different and list on separate sheet
	CITY / STATE / ZIP
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. DPS005 / BID NOTICE DATE APRIL 30, 2010	CONTRACTOR'S E-MAIL ADDRESS

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail ☐ Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%,10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, ____Days, Net 30 Days

PARTICIPATING AGENCY(IES): DEPARTMENT OF PUBLIC SAFETY, BUREAU OF MOTOR VEHICLES, FISCAL SERVICES, P.O. BOX 16520, COLUMBUS, OH 43216-6520

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:

RANDOM DETERMINATION FOR FINANCIAL RESPONSIBILITY COMPLIANCE

TERM OF CONTRACT: This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning July 1, 2010 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire June 30, 2012 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10-01-07, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.

Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at www.ohio.gov/procure. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.

PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICA): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?

   ☐ United States: _____(State) ☐ Canada ☐ Mexico (Go to B-1)

   ☐ Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.

   ☐ Yes (Go to Section B-1) ☐ No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   _____(Item) _____(Country of Origin)

   _____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.

   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)

   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No

   b) Bidder is registered with the Ohio Secretary of State

      ☐ Yes (Charter/Registration No.: _____) ☐ No

      Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://www.sos.state.oh.us/

   c) Bidder has ten or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-2d)

   d) Bidder has seventy-five percent or more employees based in Ohio or border state. ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:

   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN) ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

C. E.D.G.E. DESIGNATION

Bidder is certified E.D.G.E. business ☐ Yes ☐ No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:
http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

D. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form http://www.publicsafety.ohio.gov/links/HLS0038.pdf and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

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.

BID CONFERENCE: A bid conference will be held on Wednesday, May 12, 2010 at the Department of Administrative Services, Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228 to discuss the requirements of the bid. A valid driver's license or state I.D. will be required to obtain entry to the building. The conference will commence promptly at 10:00 a.m., barring an unforeseen circumstance that results in a delay of the conference. Attendance will be taken. The conference is not mandatory. The state will not be responsible to a bidder for their failure to obtain information discussed during the bid conference due to their failure to attend and/or arriving after the conference has convened. All prospective bidders are encouraged to attend the bid conference.

BID INQUIRIES: Bidders may submit inquiries regarding this ITB during the inquiry period listed on the data screen for the bid at the State Procurement web site. To make an inquiry, use the following process:

Access the State Procurement web site at http://www.ohio.gov/procure
From the navigation bar on the left, select "Find It Fast"
Select "Doc/Bid/Schedule #"
Enter the bid number found on page 1 of the document
Select "Find It Fast"
One the bid data screen, select "Submit Inquiry"
Complete the "Personal Information" section
Type the inquiry in the space provided
Select the submit button

The bidder will receive an immediate acknowledgement that the inquiry has been received, as well as an email acknowledging receipt. Bidders will not receive a personalized email response to the question nor will they be notified when a response to the inquiry has been posted to the State Procurement web site. The state will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and state-observed holidays.

Bidders may view inquiries and responses using the following process:

Access the State Procurement web site at http://www.ohio.gov/procure
From the navigation bar on the left, select "Find It Fast"
Select "Doc/Bid/Schedule #"
Enter the bid number found on page 1 of the document
Select "Find It Fast"
One the bid data screen, select "View Q & A" to display all inquiries with responses posted to date.

KICK-OFF MEETING: After award of any contract issued pursuant to this ITB, there will be a kick-off meeting between the contractor and ODPS/BMV management. The purpose of the meeting is to:

1. Review the test of the IT connections and bar code compatibility between the contractor and BMV IT prior to going live;
2. Review the requirements the contractor must meet in the mailings and reports;
3. Clarification of the retention of the BMV/IT customer names provided for the mailings; and
4. Transition from the current contract holder to the new contract holder.

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.

PERFORMANCE BOND: The Director of Administrative Services may require the bidder to furnish a performance bond in the amount of ten percent (10%) of the total bid price prior to award of the contract. The performance bond will be used in the evaluation process to determine the lowest responsive and responsible bidder. The bidder will be required to provide said performance bond to the Office of Procurement Services within ten (10) calendar days after notification. Failure to provide the performance bond within the stated time period will result in the bidder being deemed not responsive.

The purpose of the bond is to ensure that the bidder/contractor will faithfully execute the terms of the contract and promptly make delivery of the supplies or services purchased by the state of Ohio. A standard bond form from any company authorized to do business within the state of Ohio is acceptable. The bond shall be made payable to the Ohio Treasurer Kevin L. Boyce, referencing the applicable bid number.

The bond shall become effective upon issuance of the signed contract by the Director of Administrative Services to the lowest responsive and responsible bidder. Unless determined otherwise by the Director of Administrative Services, the bond shall remain in effect for the duration of the contract and any renewals thereto. Any action on the part of the contractor or their bonding company to cancel the bond prior to the expiration of the contract or renewal thereto, will be considered as an event of default and subsequent breach of contract and will result in immediate cancellation of the contract. Should this occur, the contractor will be held liable for any additional costs incurred by the state in seeking replacement supplies or services.

The state agrees to pay only the actual cost of the performance bond and may request a copy of the invoice from the bonding company for documentation. If the cost of the bond on the price proposal page and the cost shown on the bonding company's invoice do not match, the state will pay whichever is less.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: multiply each bid price by the applicable estimated annual usage listed on the bid pricing page and then adding each of the line item totals together to arrive at a lot total.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

POSTAL RATE ESCALATOR CLAUSE: During the life of any contract issued pursuant to this ITB, changes may occur in postal rates that may substantially increase the expenses to the contractor. In such cases, the contractor may, upon thirty (30) days prior written notice, petition the Department of Administrative Services (DAS), Office of Procurement Services for the exact amount of the increase, provided the contractor submits documentary evidence to fully support the claim. Approval of said increase is subject to the sole discretion of the Director, DAS. Additionally, no petitions for escalation of postal rates for any ensuing contract shall be considered unless documentation is submitted showing the increase occurred after the opening of this ITB. Other than the possibility of postal rate increase, the Contractor is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

WORKERS' COMPENSATION AND INSURANCE: If any work shall be performed in the state of Ohio, the bidder shall provide a copy of their current Ohio Workers' Compensation certificate or a current Certificate of Employer's Right to Pay Compensation Directly, as applicable. The bidder shall provide a copy of their current certificate of insurance. Insurance coverage and limits shall be in compliance with Articles S-12 and S-13 of the Supplement Contract Terms and Conditions with the following exceptions:

The general aggregate of the Commercial General Liability insurance shall be $2,000,000.
The per occurrence limit of the Commercial General Liability insurance shall be $1,000,000.

Additionally, the certificate of insurance shall also include the following coverage types and limits:

$2,000,000. Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury Limit
Professional Liability insurance covering all staff with a minimum limit of $1,000,000. and $3,000,000 aggregate
$100,000 fire legal liability
$10,000 medical payments

It is also agreed that the contractor's commercial general liability coverage shall be primary over any other insurance coverage and this shall be stated on the certificate of insurance.

Employer's liability coverage with at least a $1,000,000. limit shall be included on the certificate of insurance.

CONTRACT RENEWAL: This contract may be renewed solely at the discretion of DAS for a period of one (1) month. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

TRANSITION RENEWAL: See page 21, paragraph III.J.

CONFLICTS OF INTEREST: No personnel of the contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibilities related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor shall disclose to the state knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor shall take steps to ensure that such a person does not participate in any action affecting the work under this contract. This will not apply when the state has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

CONFIDENTIALITY: The state may disclose to the contractor written material or oral or other information that the state treats as confidential ("Confidential Information"). Title to the confidential Information and all related materials and documentation the state delivers to the contractor will remain with the state. The contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the state, or individuals or organizations about whom the state keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the state, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the project. The contractor will restrict circulation of Confidential Information within its organization and then only to people in the contractor's organization that have a need to know the Confidential Information to do the project. The contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the state.

The contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the contractor's possession before disclosure by the state, and such was received by the contractor without obligation of confidence; (2) is independently developed by the contractor; (3) is or becomes publicly available without breach of this contract; (4) is rightfully received by the contractor from a third party without an obligation of confidence; (5) is disclosed by the contractor with the written consent of the state; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the contractor (a) notifies the state of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this contract.

The contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

OWNERSHIP OF DELIVERABLES: All deliverables produced by the contractor and covered by this contract, including any software modifications, and documentation, shall be owned by the state, with all rights, title, and interest in all intellectual property that come into existence through the contractor's custom work being assigned to the state. Additionally, the contractor waives any author rights and similar retained interests in custom-developed material. The contractor will provide the state with all assistance reasonably needed to vest such rights of ownership in the state. The contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated in any custom deliverable ("pre-existing materials ") if the contractor provides the non-exclusive license described in the next paragraph.

The contractor may grant the state a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all pre-existing materials that are incorporated in any custom-developed Deliverable rather than grant the state ownership of the pre-existing materials provided however, that the state may distribute such pre-existing materials to the extent required by governmental funding mandates. The contractor will not include in any custom deliverable any intellectual property unless such has been created under this contract or qualifies as pre-existing material. If the contractor wants to incorporate any pre-existing materials in a custom deliverable, the contractor must first disclose this and seek the state's approval for doing so in advance. On the request of the contractor, the state will incorporate any proprietary notice the contractor may reasonably want for any pre-existing materials included in a custom deliverable in all copies the state makes of that deliverable.

Subject to the limitations and obligations of the state with respect to pre-existing materials, the state may make all custom deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL: As used in this section, "commercial material" means anything that has been developed at private expense by the contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any commercial material that the contractor intends to deliver as a deliverable must have the scope of the license granted in such material disclosed in the ITB or as an attachment referenced in the ITB, if that scope of license is different from the scope of license contained in this section for commercial materials.

Except for commercial material that is software ("commercial software"), if the commercial material is copyrighted and published material, then the state will have the rights permitted under the federal copyright laws for each copy of the commercial material delivered to it by the contractor.

Except for commercial software, if the commercial material is patented, then the state will have the rights permitted under the federal patent laws for each copy of the commercial material delivered to it by the contractor.

Except for commercial software, if the commercial material consists of trade secrets, then the state will treat the material as confidential. In this regard, the state will assume all obligations with respect to the commercial material that the contractor assumes under the confidentiality section of this contract with respect to state secrets. Otherwise, the state will have the same rights and duties permitted under the federal copyright laws for each copy of the commercial material delivered to it by the contractor, whether or not the material is copyrighted when delivered to the state.

PASSAGE OF TITLE: Title to any deliverable will pass to the state only on acceptance of the deliverable. All risk of loss, regardless of the cause, will remain with the contractor until title to the deliverable passes to the state.

STANDARDS OF PERFORMANCE AND ACCEPTANCE: If the bid does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each deliverable and the project as a whole comply with the requirements of this contract. The Agency Project Representative will have up to thirty (30) calendar days to do this. No formal letter of acceptance will be issued, and passage of the thirty (30) calendar days will imply acceptance, though the state will issue a notice of noncompliance if a deliverable or the project as a whole does not meet the requirements of this contract. If the Agency Project Representative issues a letter of noncompliance, then the contractor will have thirty (30) calendar days to correct the problems listed in the noncompliance letter. If the contractor fails to do so, the contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the deliverables or the project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the thirty (30) day period, the Agency Project Representative will issue the acceptance letter within fifteen(15) calendar days.

If the project fails to meet the standard of performance after ninety (90) calendar days from the start of the performance period, the contractor will be in default and will not have a cure period. In addition to all other remedies the state may have under this contract, the state will have the right to request correction or replacement of the relevant portion of the project.

GENERAL WARRANTIES: The contractor warrants that the recommendations, guidance, and performance of the contractor under this contract will: (1) be in accordance with sound professional standards and the requirements of this contract and without any material defects; (2) unless otherwise provided in the ITB, be the work solely of the contractor; and (3) no deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the contractor's activities under this contract, the contractor warrants that: (1) the contractor has the right to enter into this contract; (2) the contractor has not entered into any other contracts or employment relationships that restrict the contractor's ability to perform the contemplated services; (3) the contractor will observe and abide by all applicable laws and regulations, including those of the state regarding conduct on any premises under the state's control; (4) the contractor has good and marketable title to any goods delivered under this contract and in which title passes to the state; (5) all hardware, software, firmware, and similar devices and materials provided under this contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) the contractor has the right and ability to grant the license granted in any deliverable in which title does not pass to the state.

The warranty regarding material defects is a one (1) year warranty. All other warranties will be continuing warranties. If any portion of the project fails to comply with these warranties, and the contractor is so notified in writing, the contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the project. The contractor will also indemnify the state for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the state has modified or misused the deliverable and the claim is based on the modification or misuse. The state agrees to give the contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the contractor reasonably believes that an infringement claim that is pending may actually succeed, the contractor will do 1 of the following 4 things: (1) modify the deliverable so that it is no longer infringing; (2) replace the deliverable with an equivalent or better item; (3) acquire the right for the state to use the infringing deliverable as it was intended for the state to use under this contract; or (4) remove the deliverable and refund the amount the state paid for the deliverable and the amount of any other deliverable or item that requires the availability of the infringing deliverable for it to be useful to the state.

LIQUIDATED DAMAGES: If actual and direct damages are uncertain or difficult to determine, the state may recover liquidated damages in the amount of 1% of the annual value of the contract, or $250.00 per day, whichever is less, for every day the default is not cured by the contractor.

SUSPENSION AND TERMINATION: The state may terminate this contract if the contractor defaults in meeting its obligations under this contract and fails to cure its default within the time allowed by this contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the contractor. The state may also terminate this contract if the contractor violates any law or regulation in doing the project, or if it appears to the state that the contractor's performance is substantially endangered through no fault of the state. In any such case, the termination will be for cause, and the state's rights and remedies will be those identified below for termination for cause.

On written notice, the contractor will have thirty (30) calendar days to cure any breach of its obligations under this contract, provided the breach is curable. If the contractor fails to cure the breach within thirty (30) calendar days after written notice or if the breach is not one that is curable, the state will have the right to terminate this contract. The state may also terminate this contract in the case of breaches that are cured within thirty (30) calendar days but are persistent. "Persistent" in this context means that the state has notified the contractor in writing of the contractor's failure to meet any of its obligations three (3) times. After the third notice, the state may terminate this contract without a cure period if the contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this contract may provide for a shorter cure period than thirty (30) calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The state may also terminate this contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the project. If a third party is providing funding for the project, the state may also terminate this contract should that third party fail to release any project funds. The ITB identifies any third party source of funds for the project.

The notice of termination, whether for cause or without cause, will be effective as soon as the contractor receives it. Upon receipt of the notice of termination, the contractor will immediately cease all work on the project and take all steps necessary to minimize any costs the contractor will incur related to this contract. The contractor will also immediately prepare a report and deliver it to the state. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the project's completion, any costs incurred in doing the project to that date and any deliverables completed or partially completed but not delivered to the state at the time of termination. The contractor will also deliver all the completed and partially completed deliverables to the state with its report. If delivery in that manner would not be in the state's interest, then the contractor will propose a suitable alternative form of delivery.

If the state terminates this contract for cause, it will be entitled to cover for the project by using another contractor on such commercially reasonable terms as it and the covering contractor may agree. The contractor will be liable to the state for all costs related to covering for the project to the extent that such costs, when combined with payments already made to the contractor for the project before termination, exceed the costs that the state would have incurred under this contract. The contractor will also be liable for any other direct damages resulting from its breach of this contract or other action leading to termination for cause.

If the termination is for the convenience of the state, the contractor will be entitled to compensation for any work on the project that the contractor has performed before the termination. Such compensation will be the contractor's exclusive remedy in the case of termination for convenience and will be available to the contractor only once the contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the contractor by the state. The state will make that determination based on the lesser of the percentage of the project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of work.

The state will have the option of suspending rather than terminating the project where the state believes that doing so would better serve its interests. In the event of a suspension for the convenience of the state, the contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the project rather than termination for cause, the contractor will not be entitled to any compensation for any work performed. If the state reinstates the project after suspension for cause, rather than terminating this contract after the suspension, the contractor may be entitled to compensation for work performed before the suspension, less any damage to the state resulting from the contractor’s breach of this contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the state from the default or other event giving rise to the suspension.

In the case of a suspension for the state's convenience, the amount of compensation due to the contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the state's convenience. The contractor will not be entitled to compensation for any other costs associated with a suspension for the state’s convenience. No payment under this provision will be made to the contractor until the contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the contractor's receipt of the notice. The contractor will prepare a report concerning the project just as is required by this section in the case of termination. After suspension of the project, the contractor will perform no work without the consent of the state and will resume work only on written notice from the state to do so. In any case of suspension, the state retains its right to terminate this contract rather than to continue the suspension or resume the project. If the suspension is for the convenience of the state, then termination of the contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The state will not suspend the project for its convenience more than once during the term of this contract, and any suspension for the state’s convenience will not continue for more than thirty (30) calendar days. If the contractor does not receive notice to resume or terminate the project within the thirty (30) calendar day period, then this contract will terminate automatically for the state’s convenience at the end of the thirty (30) calendar day period.

Any default by the contractor or one of its subcontractors will be treated as a default by the contractor and all of its subcontractors. The contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the state for any liability to them. Each subcontractor will hold the state harmless for any damage caused to them from a suspension or termination. They will look solely to the contractor for any compensation to which they may be entitled.

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: Elizabeth Lind.

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

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

2. Privacy & Security - http://www.oit.ohio.gov/IGD/policy/OhioITPolicies.aspx

SPECIFICATION (Cont'd.)

III. REQUIREMENTS

A. Program Tasks

1. The BMV will randomly select vehicle registrations once per week from the registration database for passenger and non-commercial truck vehicles and provide an American Standard Code for Information Interchange (ASCII) text file of these registrations to the contractor. The random selection will be for five (5%) percent of the annual registration volume of 5.6 million vehicles, and when distributed over fifty-two (52) weeks, corresponds to an approximate weekly mailing of 5,400 notices, for a total one (1) year volume of approximately 280,000 notices. Re-mailings caused by change of address and mailing of deficiency notices are expected to increase this number by ten (10%) percent, for an anticipated mailing of 308,000 notices annually. Billing by the contractor to ODPS for this phase of the program should be based on 280,000 notices. The costs involved in the mailing of deficiency notices and address changes are to be included in this rate.

   a. Lease vehicles, rental vehicles and motorcycles will not be included.

   b. Seasonal vehicles, inoperable vehicles, sold vehicles and vehicles owned by military personnel stationed out-of state, upon receipt by the contractor of acceptable information meeting criteria established by the BMV, will be exempted from the requirement to show compliance.

   c. Owners of multiple passenger and non-commercial trucks will receive a notice for a single vehicle only.

   d. Registrations selected in this program shall have at least four (4) months of the registration period remaining.

2. The contractor shall print a Notice Requiring Proof of Insurance or other FR coverage letter (Attachment One) from the registration information provided by BMV and mail the notice to vehicle owners. Vehicle owners will be required to show proof of financial responsibility by sending a copy of one of the acceptable proofs listed on the notice. The Notice Requiring Proof shall be mailed weekly on Fridays and carry a Proof of Coverage date of the previous Wednesday. The contractor shall provide lock box service for return mail.

3. The contractor shall examine the FR proof submitted by vehicle owners to verify that it meets one of the acceptable proof criteria specified by the BMV and that the financial responsibility coverage is in effect on the proof date shown on the notice for the selected vehicle. Verification shall also include evaluation of material submitted for seasonal vehicles, inoperable vehicles, sold vehicles and vehicles owned by military personnel stationed out-of-state. The contractor shall evaluate the responses to the notice pursuant to the guidelines established by the BMV. These guidelines may be modified at the discretion of the BMV.

4. A box is provided on the back of the Notice Requiring Proof of Insurance or Other FR Coverage for the vehicle owner 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 update files accordingly.

5. Any return envelope received in response to the notice requiring proof of insurance or other FR coverage with a post office cancellation date may be destroyed by the contractor, as the BMV will be able to track vehicle owners' response time reasonably close from the mail date and the verification date shown in the contractor's reports submitted.

6. Questionable documentation received from vehicle owners must be faxed by the contractor to a number provided by the BMV for review and decision.

7. The contractor shall mail an Acknowledgment Notice (the BMV will provide verbiage to the contractor after award) to all vehicle owners in compliance or whose documentation proves eligibility for an exemption to show proof of insurance within five (5) business days after receipt of information from the vehicle owner.

SPECIFICATION (Cont'd.)

8. If the vehicle owner fails to submit complete information or submits unacceptable information when attempting to verify proof of insurance coverage, the contractor shall follow up with the vehicle owners, for a maximum of three (3) responses, providing detailed information concerning the rejection of the documentation. Sample responses will be provided by the BMV. The deficiency must be adequately explained and additional verbiage provided by the contractor will be necessary in various cases. The BMV will provide the contractor with a sample form (BMV 3308 [Attachment Two]) to use. Requesting additional information from the vehicle owner will not delay the start of the suspension. The contractor shall provide the BMV with weekly electronic reports of results (report format to be determined later).

9. All correspondence not meeting acceptable proof criteria will be marked with vehicle plate number and BMV key number and forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system. Images must be complete copies of all documents received in the correspondence.

10. Notices returned by the post office with a forwarding address shall be re-printed and re-sent to the new address with the same proof of coverage date. The contractor shall update the BMV files with the new address.

11. Notices returned by the post office without a forwarding address will be coded as such in the electronic file and returned to the BMV for future processing. The pending suspensions for the cases without forwarding addresses will be canceled and the vendor files marked as such.

12. The contractor must close out each week's mailing by accounting for all notices which were mailed that require proof of insurance or other FR coverage. After an elapsed time of approximately forty (40) days after a given week's mailing, vehicle owners will have either responded to the notice, failed to have responded or the notice was returned by the post office as undeliverable.

13. Vehicle owners who fail to respond within thirty (30) days to the notice requiring proof on insurance or other FR coverage may be subject to suspension of driving privileges by the BMV. The contractor will maintain records of each weekly batch mailing in order to identify, after an elapsed period of thirty (30) days, the vehicle owners who fail to respond and to close out each weekly mailing after accounting for all notices mailed for the week. This information shall be required in the weekly reports on electronic file submitted by the contractor to the BMV and for the contractor's second mailing.

14. The contractor shall generate and mail once each week a First Notice of Suspension (Attachment Three) to vehicle owners who fail to show proof of FR coverage in existence on the proof date of coverage date of the notice requiring proof of insurance or acceptable documentation for exemption and also to those who fail to respond to this notice.

15. Vehicle owners shall send responses to the second mailing (First Notice of Suspension) to the contractor. The contractor's name shall not appear on any forms or envelopes mailed to vehicle owners. The contractor shall be responsible for providing lock box service for return mail.

16. The contractor shall evaluate responses to the First Notice of Suspension pursuant to guidelines established by the BMV (guidelines may be modified at the discretion of the BMV).

17. The contractor shall print and mail acknowledgment notices to vehicle owners in compliance.

18. The contractor shall print and mail BMV Form 3308 to vehicle owners not in compliance, stating the detailed reason for rejection of information. Sample responses will be provided by the BMV, but the deficiency must be adequately explained and additional verbiage supplied by the contractor may be necessary in various cases. Requesting additional information from the vehicle owner will not delay the start of the suspension. If required, the BMV Form 3308 will be mailed one (1) time after the First Notice of Suspension is sent. The contractor will be responsible for providing the BMV with a transaction report on electronic ASCII text file on a weekly basis and providing an account each week in the transaction report to the BMV of the number of first suspension notices mailed since the previous week's report (see Reports).

SPECIFICATION (Cont'd.)

19. The contractor will be responsible for printing and mailing a Second Notice of Suspension, BMV Form 3632 (Attachment Four) and BMV Form 2007, Reinstatement Fee Payment instructions (Attachment Five), which is a single-sided bar-coded form. The bar coding must be compatible with the BMV scanning equipment. The contractor will mail the Second Notice of Suspension by certified mail, return receipt requested, to the vehicle owners identified by the contractor. Instructions for certified mailing are discussed in the Second Notice of Suspension.

20. The contractor shall keep a record of all Second Notices of Suspension mailed and report these mailings as they are conducted in accordance with the contractor tasking and report requirements specified below. Copies of the Second Notice of Suspension, front and back, and the BMV Form 2007 mailed to vehicle owners shall be provided by the contractor to the BMV for its files via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

21. The contractor will forward to the BMV, by email, any requests for administrative hearings, along with a copy of the Notice of Suspension.

22. Closing of contractor files for updating purposes for a specific week shall be 6:00 p.m. on Friday of that week. The electronic ASCII text file for the specific week must be received by the BMV by 8:00 a.m. the following Monday.

23. Information/data from correspondence received after the close of a file for a specific week that would normally result in the cancellation of a pending or open suspension case will be forwarded to the BMV on a daily basis via ASCII text file (record layout to be determined by the BMV after award of contract). Records in the contractor's database shall be marked "late information received, forwarded to BMV for case deletion on (date)". This correspondence, in its entirety, will be marked with vehicle plate number and BMV key number and will be forwarded daily to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

24. Responses received after the close of a file for a specific week that are inadequate to cancel a case will be sent BMV Form 3308 by the contractor. The documentation will be marked with vehicle plate number, BMV key number and notation "3308 sent". Electronic copies of this correspondence will be forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

25. The contractor is required to correct all file, computer, mailing, data, and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including but not limited to, programming and postage, printing and mail costs of additional letters/notices, will be borne by the contractor and not billed to the BMV.

26. The contractor is required to provide the BMV with access from BMV headquarters to the contractor's database for viewing and updating purposes via a secure network connection. The database must be current and available for immediate updating by BMV personnel. The database must be searchable by license plate number, name, partial name, BMV case number and key number. The layout of the database must be approved by the BMV and must not include extraneous information. The database shall include a Comment Log for the purpose of recording written commentary by both the contractor and the BMV personnel.

27 The contractor's database must have the capability of being flagged so a specific record cannot be put into compliance without a BMV supervisor override. The purpose of this requirement is to prevent an individual with a history of providing fraudulent documentation to the BMV from re-submitting that documentation to the contractor and having it accepted without verification.

28. The BMV may require changes to any and all Notices utilized in this program. Changes must be made within two (2) business days of written request by BMV to contractor to make change.

29. The BMV may request copies of specific Notices. The copies requested by BVM from the contractor must be emailed to the BMV within two (2) business days of written request by BMV to the contractor.

SPECIFICATION (Cont'd.)

30. All correspondence requiring a response, other than that supplied on BMV Form 3308 shall be marked with the vehicle plate number and BMV key number and forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV document imaging system. The correspondence must be forwarded in its entirety.

31. The contractor shall log completed customer correspondence and communications, written and verbal, in the Comment Log which shall be a part of the web site provided by the contractor. The Comment Log shall only use abbreviations approved and accepted by the BMV. Minimum available space for each comment shall be six hundred (600) characters/spaces. The minimum number of comments shall be twelve (12) per notice.

32. Checks made out to the BMV or Treasurer, State of Ohio for payment of the reinstatement fee and any accompanying documentation must be sent to the BMV via overnight mail.

33. After evaluation of accompanying documentation and appropriate action, all canceled checks received by the contractor for the purpose of showing insurance payment shall be returned to the vehicle owner by the contractor. Checks may be returned as a separate mailing or may be included with other program documents mailed to the vehicle owner.

34. Vehicle owners will have questions regarding the requirements of this random selection program. The contractor shall establish a toll free telephone number and provide the personnel to answer telephone inquiries. The toll free telephone number shall be staffed from 8:00 a.m. through 6:00 p.m. weekdays and from 8:00 a.m. through 2:00 p .m. on Saturdays. Customer service personnel must adhere to the BMV telephone policy when responding to customer inquiries and concerns (Attachment Six). Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Staffing will not be required on the following state-observed holidays:

    a. New Year's Day
    b. Martin Luther King Jr. Birthday
    c. Presidents' Day
    d. Memorial Day
    e. Independence Day
    f. Labor Day
    g. Columbus Day
    h. Veterans' Day
    i. Thanksgiving Day
    j. Christmas Day

    The contractor shall not close for other holidays, including religious holidays, and may not close early on the eve of holidays.

35. The contractor shall arrange for a caller service post office box in the state's name. The contractor shall have full access to the lock box and shall pick up the lock box mail daily Monday through Friday and process the mail received as specified in this ITB. Mail pickup may be omitted on state-observed holidays, as listed above.

36. The contractor shall re-set the case numbering each October for cases that have a suspension start date beginning the first week of January the following year.

SPECIFICATION (Cont'd.)

B. Program Documents

1. The vehicle registration data will be provided to the contractor by the BMV in a File Transfer Protocol (FTP) file in ASCII format. The following is a record from the vehicle registration database.

BMV USE ONLY	25	
*Suspend Code	1	
*Case Number	8	
*Offense Date	8	CCYYMMDD
*Start Date	8	CCYYMMDD
*End Date	8	CCYYMMDD
# FRA	1	
Fee	6	
Plate Number	8	
Category Code	2	
Registration Exp. Date	8	CCYYMMDD
Identification (Key) Number	20	
Model Year	4	CCYY
Make	4	
Name	35	
Address	30	
City	15	
State	2	
Zip	5	
Filler	10	
*Mail Date	8	CCYYMMDD
*Case Deleted	1	
Filler	15	

* Filled in by contractor

Suspend Code: 1 is a compliant letter without an address change
Suspend Code: 2 is a compliant letter with an address change
Suspend Code: 3 is a non-compliant letter without an address change
Suspend Code: 4 is a non-compliant letter with an address change
Suspend Code: 5 is a non-deliverable letter
Suspend Code: 6 is a deceased letter
Suspend Code: 7 is a new address sent to contractor from non-deliverable
Suspend Code: 8 is a non-deliverable letter for the second time.

2. Notice Requiring Proof of Insurance or Other FR Coverage

a. The Notice Requiring Proof of Insurance or Other FR Coverage printed by the contractor and mailed to vehicle owners is shown in Attachment Two. The variable vehicle registration information to be printed by the contractor consists of the owner's name/address, license plate number, identification (key) number and registration expiration date. The BMV form number is to be printed vertically down the left side of the notice (by owner's name).

b. The Case Number range shall be determined by the state but generated by the contractor. The Case Number range must contain no duplicates and it must run in sequence. Case numbers shall be re-set every October for cases beginning in January. The BMV will provide the new sequence start number.

c. The contractor shall include a number nine (9) return envelope with each notice mailed. The return envelope shall have a bar code to facilitate post office processing.

SPECIFICATION (Cont'd.)

d. The mailing date shall be displayed on the top portion of the Notice Requiring Proof mailed to the vehicle owner. The date used by the contractor in evaluating whether or not vehicle owners have financial responsibility coverage will be printed in bold face type on the Notice Requiring Proof and will be the date of the Wednesday previous to the mailing date of the Notice. The random selection will be limited to one (1) vehicle registered to an owner.

e. The vehicle owner'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. The license plate number must also appear in the window.

f. The contractor shall provide a toll free telephone number on the notice.

3. First Notice of Suspension

a. The contractor shall generate and mail the First Notice of Suspension (Attachment Three) to vehicle owners who failed to show proof of FR coverage in existence on the requested date of the notice requiring proof of insurance or other FR coverage and also to vehicle owners who failed to respond to this notice. The contractor shall provide the window envelope and postage for mailing the suspension notice. The postage for return response will be the vehicle owner's responsibility. The response will be to the contractor's address shown on the suspension notice.

b. The proof of insurance date shall be shown on the top portion of the notice, as well as the year and make of the vehicle, the customer identification (key) number, the dates of suspension and the reinstatement fee amount.

c. The vehicle owner'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 (Forwarding and Address Correction Envelope). The license plate number must also appear in the window. The BMV Form Number 3628 is to be printed vertically down the left side of the notice (by the owner's name).

d. If any correspondence from the customer indicates a change of address and/or name, the contractor shall use this corrected information in mailing the First Notice of Suspension.

e. If a notice is returned to the contractor with a change of address notation from the postal service, the contractor is to note the address change (update the BMV records) and mail another first Notice of Suspension, utilizing the "new" address. This will not reset the response time nor change the beginning date of the suspension. If a notice of Suspension is returned without a forwarding address from the post office, the contractor is to cancel the suspension and code this as undeliverable on the file returned to the BMV for further processing.

4. Second Notice of Suspension

a. The contractor shall generate and mail a Second Notice of Suspension, BMV Form 3632 (Attachment Four) and BMV Form 2007, Reinstatement Fee Payment Instructions (Attachment Five) to vehicle owners who have been identified by the contractor. A number nine (9) return envelope is to be included in the mailing. The contractor's name shall not appear on any forms or envelopes mailed to vehicle owners. The contractor shall provide and use forwarding and address correction request envelopes for all suspension notices mailed. The response will be to the BMV address shown on the suspension notice and the telephone number will be the general information number of the BMV.

b. The proof of insurance date will be shown on the top portion of the notice, as well as the year and make of the vehicle, the customer identification (key) number, the dates of suspension and the reinstatement fee amount.

c. The vehicle owner'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 (Forwarding and Address Correction Envelope). The license plate number must also appear in the window. The BMV Form 3632 number is to be printed vertically down the left side of the notice (by the owner's name).

SPECIFICATION (Cont'd.)

d. The vehicle owner's name must appear on the BMV Form 2007, as well as the BMV Account (key) number (identification number); BMV Case number and reinstatement fee amount. The BMV's address must be positioned to appear in the window of a number nine (9) return envelope. The BMV Form 2007 number must appear vertically to the left of the BMV's address.

e. The contractor may print addresses on certified mail return green cards, either indirect impact or labels, if approved by postal authority. The BMV Case number must appear on the label and/or green card.

f. The contractor must close out each week's mailing by accounting for all Second Suspension Notices mailed as set for in Reports. After an elapsed time of approximately forty (40) days after a given week's mailing, vehicle owners will have either responded to the notice, failed to have responded or the notice was returned by the post office as undeliverable to the BMV.

5. General Requirements for Forms

a. Printer: The contractor shall use a laser printer to produce forms, letters, etc. with clear, sharp images.

b. Paper: The form paper must be within the range of twenty (20) to twenty-four (24) pounds by weight for the Notice Requiring Proof of Insurance or Other FR Coverage, the First Notice of Suspension, the Second Notice of Suspension and the Reinstatement Fee Payment Instructions.

c. Proofs: Prior to mailing a notice requiring proof of insurance or other FR coverage to vehicle owners, the contractor shall submit a proof of all letters, front and back and a proof of the number ten (10) envelope for BMV approval. The proofs shall be submitted to the following address:

Ohio Department of Public Safety
Administration Division/Purchasing
1970 W. Broad Street, 5th Floor
Columbus, OH 43223

C. Program Reports

1. The results of the random selection of vehicle registrations for vehicle owner's compliance with financial responsibility requirements shall be submitted to the BMV on a weekly basis. The weekly report files provided by the contractor to the BMV shall be in the same format as the registration file data the BMV sends to the contractor. The report format is shown in Attachment Seven and must include the following:

a. Number of notices mailed requiring proof of insurance or other FR coverage since the previous week's report.

b. Results of FR evaluation of all mail received at the lock box the previous week.

c. A breakdown by vehicle owner name and license plate number for FR notices returned by the post office as undeliverable.

d. A breakdown by name and license plate number of vehicle owners who were mailed a notice of suspension for failure to show FR compliance.

e. A breakdown by name and license plate number of vehicle owners who were mailed a notice of suspension for failure to respond to the notice requiring proof of insurance or other FR coverage.

f. A summary of program results.

g. A number summary of telephone calls received for each day of the preceding week.

SPECIFICATION (Cont'd.)

2. The report identification is shown at the top of Attachment Seven. The transaction volume will be the volume of all activity completed for the week for mail received at the lock box (i.e. FR verification, suspension notices mailed and the volume of notices returned undeliverable by the post office listed in the report). The report must show separately the number of FR notices mailed for the week. These will be accounted for in subsequent week's evaluation of lock box responses.

3. The report shall be emailed to the BMV by 9:00 a.m. each Friday for the preceding week's mail received at the lockbox and shall include the following information for each week's activity:

   a. Notices mailed requiring proof of insurance or other FR coverage (since the last report):

      1. Notices;
      2. Batch Number;
      3. Notice Mail Date; and
      4. Number of Notices mailed.

   b. Verification of proof of insurance or other FR coverage (since last report):

      1. Vehicle Owners in FR compliance;
      2. Verification date;
      3. Number of vehicle owners in FR compliance on mail date of the notice requiring proof of insurance or other FR coverage. Include in this total count late responses that are in FR compliance;
      4. List separately the number of late responses included in the above total count of vehicle owners in FR compliance; and
      5. Break down by vehicle owner name and license plate number, the FR notices returned by the post office as undeliverable.

   c. Suspension notices mailed for failure to show FR compliance (since last report):

      1. Vehicle owners not in FR compliance on mail date of notice requiring proof of insurance or other FR coverage.

         a) Break down by vehicle owner name and license plate number;
         b) With each name/license plate number entry, include FR notice mail date and verification date; and
         c) Show total count of notices of suspension mailed for vehicle owners not in FR compliance.

      2. Vehicle owners who fail to respond to notice requiring proof of insurance or other FR coverage.

         a) Break down by vehicle owner name and license plate number;
         b) With each name/license plate number entry, include FR notice mail date and verification date. Verification date should be thirty (30) to forty (40) days after mail date of verification notice; and
         c) Show total count of notices of suspension mailed for vehicle owners who failed to respond.

   d. Second suspension notices mailed:

      1. Vehicle owners that have been designated to receive a Second Notice of Suspension;

      2. Break down by vehicle owner name and license plate number;

      3. Show Second Notice of Suspension ending date for each vehicle owner; and

      4. Show total count of Second Notices of Suspension to vehicle owners.

SPECIFICATION (Cont'd.)

e. Summary of verification results:

1. Summarize the verification results in the report for the week evaluated as shown in Attachment Seven. Also summarize the total results from the start of the program up to and including the last week that all notices were mailed, requiring proof of insurance or other FR coverage. Ensure all items are accounted for. Enter the date of the last closed out week in the report.

2. In the summary analysis of Attachment Seven, the undeliverable notices are excluded in computing the program FR percentages since the vehicle owner's FR status at the time would be unknown.

3. The summary results represent an average for the week and for the complete program activity to date since responses received at the lock box during a given week could be responses to several different previous week's mailing of notices requiring proof of insurance or other FR coverage.

4. The bidder shall submit, with the bid response, a sample report showing the format and information required.

It is possible report formats may differ from those listed above. Additional reports may be added before or during the term of the contract at no additional cost to the state. These changes and/or additions shall not place an unreasonable burden on the contractor.

D. Program Frequency/Time Schedule

The frequency of random selection of the registration database, mailing FR verification and suspension notices, lock box service and submittal of reports to the BMV on the results of the random selection evaluation is outlined below:

	Program Task	Frequency/Time Period
1.	The BMV provides the contractor with an electronic file of random registration selection.	Once per week for fifty-two (52) weeks
2.	The mailing date for notice requiring proof of insurance or other FR coverage entered by contractor on electronic file.	Five (5) to six (6) days from the generation of electronic file. The BMV will coordinate mail dates with contractor after contract award.
3.	The contractor's mailing the notice requiring proof of insurance or other FR coverage.	Once per week for fifty-two (52) weeks.
4.	The contractor's pickup of lock box mail	Daily, Monday through Friday
5.	The contractor's submittal of reports via email (address specified later) to BMV of program results. Layout of reports and information covered to be specified later. These reports will not represent an undue burden on contractor.	By 9:00 a.m. each Friday for proceeding week's Mail received at lock box

SPECIFICATION (Cont'd.)

6. The contractor must identify and list on a report the vehicle owners who fail to respond to the notice requiring proof of insurance or other FR coverage, owners not in FR compliance on notice mail date and owners that the post office returned the notice as undeliverable.	With each weekly report submitted, allow thirty (30) to forty (40) calendar days elapsed time after a week's batch mailing to identify owners who fail to respond to the notice.
7. The contractor's mailing of Acknowledgment Notices.	Once per week for fifty-two (52) weeks
8. The contractor's mailing of First Notices of Suspension.	Once per week for fifty-two (52) weeks
9. The contractor's mailing of Second Notice of Suspension (via certified mail, return receipt requested) to vehicle owners identified by contractor.	Once per week for fifty-two (52) weeks
10. The contractor providing reports	Once per week for fifty-two (52) weeks

Considering the time lag in receipt of mail at the lock box, the time period for completing the processing and evaluation could extend beyond fifty-two (52) weeks.

E. Ownership of Software and Data: Any pre-existing software or hardware that is proprietary to the contractor and which is utilized in the performance of activities to fulfill the service requirements to the state of Ohio under the contract will remain under the sole ownership of the contractor. Any software written expressly for the use of interfacing with and operation of state computer systems will be the property of the state.

1. Restriction on Use of Information: The parties acknowledge that some of the data which will be used in the performance of this contract is "personal information" or "sensitive personal information" as defined in the federal and Ohio Driver Privacy Protection Acts (DPPAs) 18 USCA § 2721, et seq., and ORC 4501.27, respectively, and it is the parties' intention to comply with all applicable provisions of those acts. The state will provide data to the contractor for use of the contractor as the state's agent in carrying out the state's governmental function of determination of financial responsibility. The contractor may use the data in carrying out the state's governmental functions but for no other purpose. The state will provide to the contractor only the data necessary for producing and mailing the notices regarding determination of financial responsibility and shall not provide any other data protected under the DPPAs. Specifically, the state will not provide any data from the state's motor vehicle registration files unless it is required for producing and mailing the notices for determination of financial responsibility. The contractor agrees not to use, retain or disclose any state supplied data for any other purpose.

2. Deletion of Information after Use (Contractor cannot store data.): The contractor agrees to delete any state supplied data from its records immediately upon completion of the production and mailing of the final batch of suspension notices for each file. Contractor will continue to maintain state supplied information on the contractor's website utilized by the state for program information and updating purposes for a period of twelve (12) months from the date the information is placed on the website. After deleting information, the contractor must be sure any storage that was used is properly sanitized, following state standards (using a degaussing tool or wiping software). The current state policy regarding the sanitation of IT equipment is located at http://www.oit.ohio.gov/IGD/policy/pdfs_policy/ITP-E.1.pdf.

3. Privacy Requirements: During all times the state's data is in the possession of the contractor, the contractor shall keep it private and shall protect all data from disclosure. The contractor shall strictly prohibit any unauthorized disclosure by contractor's agents or employees or by any other person.

SPECIFICATION (Cont'd.)

F. Security

The contractor shall provide security in the transportation, storage and processing for the state documents/materials while in the contractor's possession. The contractor and its agents shall not use or disseminate any registration data provided by the state for any purpose other than in conducting the program as set forth in this ITB.

1. Security Plan: The contractor must have physical security covering their facility (theft, alarm system, fire protection, etc.)

2. Data Security: The contractor must meet current and future state and ODPS security policies, by reviewing and adhering to all applicable state of Ohio IT security standards, policies and bulletins. This information is available by selecting the following link: http://www.oit.ohio.gov/IGD/policy/OhioITPolicies.aspx.

3. Security Breach: The contractor must have the capability to monitor their information systems and networks to detect any signs of intrusion. Any intrusions, data breaches or system thefts must be immediately reported to the ODPS using the ODPS Security Breach Notification Protocol that will be supplied upon award.

4. System Security: The contractor must implement methods for safeguarding against loss of records being captured for central storage and to prevent unauthorized persons from using the system. The contractor must ensure only the appropriate personnel have access to ODPS files.

G. Business Continuity Plan

1. The contractor must submit with the bid response a business continuity plan to ensure that the contractor's system is recoverable from and remains in operation during an unexpected crisis.

2. The contractor's business continuity plan must provide for the continuation of business with no interruptions and loss of services, other than for scheduled application updates and upgrades.

3. The business continuity plan and methodology provided by the contractor must also easily adapt to vulnerabilities and ever-changing threats and integrates privacy and security into the business continuity process.

H. Disaster Recovery Plan

1. The contractor must submit with the bid response a disaster recovery plan that includes the process, policies and procedures of restoring operations critical to the resumption of the system including regaining access to data (records, hardware, software, etc.), communications (incoming, outgoing, etc.) and other business services after a natural or human-induced disaster.

2. The contractor must provide a well-established and thoroughly tested disaster recovery plan.

3. The contractor must provide a cohesive relationship between the Business Continuity Plan and the Disaster Recovery Plan that is often considered to be part of the larger process that is the Business Continuity Plan.

I. Quality Control and Quality Assurance Plan

The contractor must provide with the bid response a Quality Control and Quality Assurance Plan to ensure continuity of services and provide the highest level of customer service, including customer complaint resolution. The contractor's quality control methodology must ensure that the work fulfills the requirements of this contract. The contractor must ensure that appropriate quality control measures are utilized for the issuance of BMV forms.

SPECIFICATION (Cont'd.)

J. Transition Requirements and Plan

The contractor shall provide with the bid response a plan for transitioning the contract to either another contractor or to the state of Ohio. This plan will be updated as required and submitted to the ODPS. The transition plan shall include, but not be limited to, the following:

1. Define transition tasks

2. Breakdown of the contractor and the ODPS roles and responsibilities for a successful transition

3. Identify critical and non-critical dependencies

4. Data conversion requirements

At the expiration of this contract, the contractor will cooperate with any subsequent contractor or the state of Ohio, who might assume operation of the project. The ODPS will withhold final payment to the contractor until transition to the new contractor is complete. The state of Ohio will give the contractor a thirty (30) day notice that a transfer will occur. The contractor must coordinate the transition of all program components (e.g. files, data, website, etc.) to the new contractor or back to the state of Ohio upon notice of contract termination. The contractor will continue to process telephone inquiries utilizing customer service personnel, for a thirty (30) day period after transfer occurs, and will utilize a recording on the toll free telephone line re-directing customers to a BMV specified number for an additional sixty (60) day period.

In the event subsequent contractor or the state of Ohio is unable to assume operations on the planned date for transfer, the contractor must continue to perform operations on a month to month basis at the current contract cost for up to six (6) months beyond the planned transfer date. The state of Ohio will provide the contractor a thirty (30) day notice of an extension.

IV. BID PRICING

The bid pricing page includes four (4) tasks for which a price per transaction (mailing) is requested, along with an estimated annual usage for each task. When determining the bid price for each task, the bidder shall consider the cost of the requirements of each task listed below. All costs associated with the performance of the program shall be included in the bid prices as there will be no reimbursable expenses under a contract issued pursuant to this ITB.

A. Financial Responsibility Verification Cost: The cost per transaction shall include, but not be limited to, the following:

1. Providing the Notice Requiring Proof of Insurance or Other FR Coverage

2. Printing the Notice Requiring Proof of Insurance or Other FR Coverage

3. No. 10 window envelopes for mailing the Notice to vehicle owners and a No. 9 return envelope

4. Postage for contractor mailing the No. 10 window envelope (postage for the No. 9 return envelope will be paid by the vehicle owner). No. 10 envelopes shall bear contractor's return address and notation, "Return Service Requested".

5. Lock Box rent and service of daily pick up of return mail Monday through Friday

6. Evaluation of responses received from vehicle owners to determine if each owner had FR coverage in effect on the proof of coverage date shown on the notice, or provided acceptable documentation to prove an exemption.

7. Checking responses for name/address change marked on the form box and updating the file.

8. Providing BMV with a transaction report via FTP on a weekly basis with the information described on pages 16 through 18 under "Reports".

SPECIFICATION (Cont'd.)

9. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the ODPS/BMV.

10. Printing and re-sending Notice Requiring Proof to the new address provided by the post office with same proof of coverage date and updating file for returned mail with forwarding address,.

11. Postage for re-mailing of Notice Requiring Proof to the new address

12. Coding file to inform BMV of mail without forwarding address for future processing by BMV and canceling pending suspension.

13. Responding to customer with BMV Form 3380 within five (5) business days after receipt of information from customer, up to a maximum of three (3) responses, advising customer of detailed reason for deficiency for incomplete or invalid responses.

14. Provide and print BMV Form 3308 "Proof of Insurance".

15. No. 10 window envelopes for mailing BMV Form 3308

16. Postage for mailing BMV Form 3308

17. Maintaining secure network connection with access for BMV headquarters to the contractor's database for viewing and updating purposes.

18. Forwarding weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system all correspondence not meeting acceptable proof criteria. Documents will be marked with vehicle plate number and BMV key number.

19. Forwarding information/data from correspondence received after the close of a file for a specific week that would normally result in the cancellation of a pending or open suspension case on a daily basis via ASCII text file, with record layout to be determined by the BMV at a later date. Records in the contractor's database will be marked "late information received, forwarded to BMV for case deletion on (date)". This correspondence in its entirety will be marked with vehicle plate number and BMV key number, and will be forwarded daily to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

20. Forwarding to the BMV by email and overnight mail any requests for administrative hearings, along with a copy of the Notice of Suspension.

21. Forwarding weekly to the BMV, via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system, all correspondence requiring a response, other than that supplied on BMV Form 3308, marked with vehicle plate number and BMV key number.

22. Flagging database so that a specific record cannot be put into compliance without a BMV supervisor override.

23. Changes to Notices are to be made within two (2) business days

24. Forwarding checks made out to the Bureau of Motor Vehicles or Treasurer, State of Ohio, and any accompanying documentation to the BMV via overnight mail. Cancelled checks for the purpose of showing insurance payment will be returned by the contractor to the customer, after evaluation of accompanying documentation and appropriate action.

25. Returning all registration electronic files to the BMV by the end of the program.

SPECIFICATION (Cont'd.)

26. Providing toll free telephone number and personnel to answer telephone inquiries, staffed from 8:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 2:00 p.m. on Saturdays. Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Customer service personnel must adhere to Bureau telephone policy when responding to customer inquiries and concerns.

27. Transferring files, incoming mail, customer inquiries and website information per BMV requirements when contract is completed or canceled.

B. Acknowledgment Notice Cost: The cost per transaction shall include, but not be limited to, the following:

1. Provide and print "Acknowledgment Notice".

2. No. 10 window envelope for mailing "Acknowledgment Notice" bearing contractor's return address. Notation regarding return service is not used.

3. Postage for mailing "Acknowledgment Notice".

4. Respond to customer with "Acknowledgment Notice" within five (5) business days after receipt of satisfactory insurance information from vehicle owner.

C. First Notice of Suspension Cost: The cost per transaction shall include, but not be limited to, the following:

1. Generating information for the First Notice of Suspension and printing the notice.

2. Providing window envelope (No. 9 or 10) and postage for contractor mailing the first suspension notice to vehicle owners who fail to show FR compliance. Envelope shall bear contractor's return address and notation "Return Service Requested".

3. Evaluation of responses received from vehicle owners to determine if each owner had FR coverage in effect on the mailing date shown on the notice or provided acceptable documentation to prove an exemption.

4. Re-send First Notice of Suspension to new address provided by post office with same proof of coverage date for returned mail with forwarding address.

5. Coding file to inform BMV of mail without forwarding address for future processing by BMV and canceling pending suspension.

6. Providing, printing and mailing BMV Form 3308 "Proof of Insurance".

7. Respond to vehicle owner with BMV Form 3308 within five (5) business days after receipt of information from vehicle owner for incomplete or invalid responses. Provide a maximum of one (1) response, advising vehicle owner of detailed reason for deficiency. This action will not delay the start of the suspension. Return address for this form is the BMV's Columbus address.

8. Forwarding to the BMV on a daily basis via ASCII text file all responses received after the close of a specific week's file that would result in the cancellation of a pending or open suspension.

9. Maintaining secure network connection with access from BMV headquarters to the contractor's database for viewing and updating purposes.

10. Forwarding to the BMV by fax and overnight mail any requests for administrative hearings, along with either a copy of the Notice of Suspension, or data listing Case No., proof of coverage date and the starting and ending dates of the suspension.

11. Providing the BMV with a transaction report on electronic file on a weekly basis.

SPECIFICATION (Cont'd.)

12. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the BMV.

13. Provide an accounting each week in the transaction report to the BMV of the number of first suspension notices mailed since the previous week's report.

14. Providing toll free telephone number and personnel to answer telephone inquiries, staffed from 8:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 2:00 p.m. on Saturdays. Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Customer service personnel must adhere to BMV's telephone policy when responding to customer inquiries and concerns.

D. Second Notice of Suspension Cost: The cost per transaction shall include, but not be limited to, the following:

1. Generating the Second Notice of Suspension (Attachment Four) and BMV Form 2007, Reinstatement Fee Payment Instructions (Attachment Five) and printing the notices.

2. Window envelope (No. 9 or 10) and postage (Certified Mail, Return Receipt Requested) for contractor mailing the second suspension notice to vehicle owners who fail to show FR compliance. Envelope shall bear return address of BMV.

3. Copies of the Second Notice of Suspension and BMV Form 2007, Reinstatement Fee Payment Instructions mailed to vehicle owners will be provided to the BMV for its files via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

4. Return of electronic ASCII text file to BMV for loading into the BMV computer system.

5. Provide an accounting each week in the transaction report to the BMV of the number of second suspension notices mailed since the previous week's report.

6. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the BMV.

V. CONTRACTOR QUALIFICATIONS

A. The bidder must have four (4) years experience in successfully completing contracts utilizing program(s) similar to this program.

B. The bidder must have the computer and mailing systems to be used, including software and programming.

C. Contractor's Facilities: All services and related functions are to be accomplished at a facility owned, rented or leased by the contractor or their subcontractor for such services. The state reserves the right to visit the facility at any time during the contractor's or subcontractor's normal business hours.

SPECIFICATION (Cont'd.)

VI. BID RESPONSE CONTENT AND ORGANIZATION

Bid Response Format: Each bid response must include sufficient data to allow the state to verify the total cost for the project and all of the bidder's claims of meeting the bid requirements. Each bid response must respond to every request for information whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the bid requirements and agreeing to comply will be an unacceptable response and may cause the bid to be deemed not responsive, receiving no further consideration for award.

These instructions describe the required format for a responsive bid. The bidder may include any additional information they believe is relevant. An identifiable tab sheet should precede each section of the bid response and each response should follow the format outlined below. All pages, except pre-printed technical inserts, should be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming bid response.

Each bid response must be organized in an indexed binder, in the order listed below.

1. Signed bid document
2. Cover letter
3. Certification
4. Bidder Disclosure of Location of Services and Data
5. Bidder Profile
6. Bidder References
7. Contract Performance
8. Staffing Plan
9. Personnel Profile Summaries
10. Project Plan (Requirements)
11. Support Requirements
12. Security Plan
13. Data Security Plan
14. Business Continuity Plan
15. Disaster Recovery Plan
16. Quality Control and Quality Assurance Plan
17. Transition Plan
18. Conflict of Interest
19. Performance Bond letter
20. Payment Remittance Address
21. W-9 Form
22. Certificate of Insurance
23. Workers' Compensation Certificate
24. Affirmative Action Plan Verification Letter
25. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

A. Bid Document The bidder must provide the completed original (not a duplicate) bid document. It is requested that page 1 of the bid response be signed in blue ink.

B. Cover Letter: The cover letter should be in the form of a standard business letter and must be signed by an individual authorized to legally bind the bidder. The cover letter will provide an executive summary of the program the bidder plans to provide. The letter must also have the following:

1. A statement regarding the bidder's legal structure (e.g., an Ohio corporation, etc.), federal tax identification number and principal place of business address;

2. A list of the people who prepared the bid response, including their titles;

3 The name, telephone number, fax number, email address and mailing address of a contact person who has authority to answer questions regarding the bid response.

4. A list of all subcontractors, if any, the bidder will use on the project if the bidder is selected to do the work.

SPECIFICATION (Cont'd.)

5. For each proposed subcontractor, the bidder should attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

   a. The subcontractor's legal status, federal ax identification number and principal place of business address;

   b. The name, telephone number, fax number, email address and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;

   c. A description of the work the subcontractor will perform;

   d. A commitment to perform the work if the bidder is selected;

   e. A statement that the subcontractor has read and understand the ITB and will comply with the requirements of the ITB;

6. A statement that the bidder's bid response meets all the requirements of this ITB:

7. A statement that the bidder has not taken any exception to the Standard Contract Terms and Conditions and the Supplemental Contract Terms and Conditions.

8. A statement indicating the bidder will comply with all federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code, as those laws and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted, as well as state of Ohio policy referenced herein;

9. A statement that the contractor will not substitute at the project start-up different personnel from those evaluated by the state except when a candidate's unavailability is no fault of the contractor (e.g. candidate is no longer employed by the contractor, is deceased, etc.); and

10 A statement that the bidder is not now and will not become subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24, prior to the award of a contract arising out of this ITB, without notifying DAS of such finding.

All bidders seeking to be considered for a contract award must submit a response that includes an affirmative statement using the language in paragraphs VI.B.1. through VI.B.10. above.

C. Certification: Each bid response should include the following certification, on company letterhead and signed by an individual authorized to legally bind the bidder.

(Insert company name) affirms the are the prime bidder.

(Insert company name) affirms it shall not and shall not allow others to perform work or take data outside the United States of America or the state of Ohio without express written authorization by the agency project representative.

(Insert company name) affirms that all personnel provided for the project who are not United States citizens will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert company name) agrees that it is a separate and independent enterprise from the state of Ohio and the Ohio Department of Administrative Services and the Ohio Department of Public Safety. (Insert company name) has a full opportunity to find other business and has made an investment in its business. Moreover, (Insert company name) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the contract. This contract is not to be construed as creating any joint employment relationship between (Insert company name) and any of the personnel provided by (Insert company name) or the Ohio Department Administrative Services and the Ohio Department of Public Safety.

SPECIFICATION (Cont'd.)

(Insert company name) affirms that the individuals supplied under the contract are either (1) employees of (Insert company name) with (Insert company name) withholding all appropriate taxes, deductions or contributions required under law or (2) independent contractors to (Insert company name).

(If the bidder's personnel are independent contractors to the bidder, the certification must also contain the following sentence:)

(Insert company name) affirms that it has obtained a written acknowledgment from its independent contractors that they are separate and independent enterprises from the state of Ohio and the Ohio Department of Administrative Services and the Ohio Department of Public Safety for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, Workers' Compensation law and unemployment insurance law.

D. Bidder Disclosure of Location of Services and Data: As part of the bid response, the bidder should disclose the following:

1. The location(s) where all services will be performed.

2. The location(s) where any state data applicable to the contract will be maintained or made available; and

3. The principal location of business for the contractor and all subcontractors

E. Bidder Profile: Each bid response should include a profile of the bidder's capability, capacity and relevant experience working on projects similar to the work outlined in this ITB. The profile must also include the bidder's legal name, address, telephone number, fax number and email address; home office location; date established; ownership (such as public firm, partnership or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the work; and any other background information that will help the state gauge the ability of the bidder to fulfill the obligations of the contract. This ITB includes a Bidder Profile Summary form as Attachment Eight. The bidder must use these forms and fill them out completely to provide the bidder requirement information.

F. Bidder References: The bidder should include a minimum of one (1) reference for whom the bidder has successfully provided four (4) continuous years of service on a project that was similar in nature, size and scope to the work. This reference must relate to work that was completed within the past five (5) years. This ITB includes a reference form as Attachment Nine. The bidder must use this form and fill it out completely for each reference. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may deem the bid response not responsive and shall receive no further consideration for award.

The reference(s) must be willing to discuss the bidder's performance with the DAS, Office of Procurement Services during the bid evaluation.

Contact Information: The contact name, title, telephone number, email address, company name and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the state not including the reference in the evaluation process and may deem the bid response not responsive and shall receive no further consideration for award.

Project Name: The name of the project where the mandatory experience was obtained and/or service was provided.

Dates of Experience: Must be completed to show the length of time the bidder performed the experience being described, not the length of time the bidder was engaged for the reference. The bidder must complete these dates with a beginning month and year and an ending month and year.

SPECIFICATION (Cont'd.)

Description of Related Service Provided: The state does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Bidders must reiterate the experience being described, including the capacity in which the experience was performed and the role of the bidder on the project. It is the bidder's responsibility to customize the description to clearly substantiate the qualification.

Description of how the related service shows the bidder's experience, capability and capacity to develop this project's deliverables and/or to achieve this project's milestones.

The bidder's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

G. Contract Performance; The bidder should complete Attachment Ten – Contractor Performance Form.

H. Staffing Plan: The bidder should provide a staffing plan that identifies all key personnel required to do the project and their responsibilities on the project. The state is seeking a staffing plan that matches the proposed project key personnel and qualifications to the activities and tasks that will be completed on the project. In addition, the plan must have the following information:

1. A matrix matching each team member to the staffing requirements in this ITB,

2. A contingency plan that shows the ability to add more staff if needed to ensure meeting the project's due date(s), and

3. A discussion of the bidder's ability to provide qualified replacement personnel.

The contractor must at all times during the term of the contract provide a staffing level adequate to meet all deadlines specified in the Program Frequency/Time Schedule in paragraph III.D.

Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel, including, but not limited to, federal, state and local income taxes, social security, unemployment or disability deductions, withholdings and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All personnel the contractor provides to the state under this contract will be deemed employees of the contractor for purposes of withholdings, taxes or other deductions or contributions required under the law.

I. Personnel Profile Summaries: The bidder should offer a work team that collectively meets all the requirements of this ITB, as demonstrated through the Personnel Profile Summary forms which should be submitted with the bid response. Additionally, each team member may have mandatory requirements listed in this ITB that the team member must individually meet.

All team members proposed must meet the experience requirement for the candidate's position and be identified by name. If any candidate does meet the minimum requirements for the position the candidate has been proposed to fill, the bid response may be deemed not responsive and receive no further consideration for award. The various sections of the form are described below.

1. References: Provide three (3) references for whom the proposed candidate has successfully demonstrated meeting the requirements of the ITB on projects of similar size and scope in the last five (5) years. The name of the person to be contacted, telephone number, company, address, brief description of project size and complexity and dates (month and year) of employment must be given for each reference. The candidate must provide a list of professional references that can attest to his/her specific qualifications. The references given should be a person the candidate reported to and not a co-worker (refer to Attachment Eleven A).

   If less than three (3) references are provided, the bidder must include information as to why less than three (3) references were provided. Failure to provide a minimum of three (3) references may deem the bid not responsive with no further consideration for award.

SPECIFICATION (Cont'd.)

2. Education and Training: This section must be completed to list the education and training of the proposed candidates and shall demonstrate, in detail, the proposed candidate's ability to properly execute the contract based on the relevance of the education and training to the requirements of the ITB (refer to Attachment Eleven B).

If the bid response contains the names of specific people who will work on the project, then the quality and professional credentials of those people were material factors in the state's decision to enter into this contract. Therefore, the contractor will use all commercially reasonable efforts to ensure the continued availability of those people. The contractor shall not remove those people from the project without the prior, written consent of the state, except as provided below.

The contractor may remove a person listed in the bid response from the project if doing so is necessary for legal or disciplinary reasons. The contractor must make a reasonable effort to provide the state with thirty (30) calendar days' prior written notice of the removal.

The contractor must have qualified replacement people available to replace any people listed by name in the bid response. When the removal of a listed person is permitted under this section or if a person becomes unavailable, the contractor will submit the resume of an appropriate replacement with fourteen (14) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the contractor.

The state will either approve or reject the potential candidate within ten (10) business days after the contractor has submitted the proposed replacement to the state. The state may reject the proposed replacement for any legal reason(s). Should the state reject the replacement candidate due to their failure to meet the minimum qualifications identified in the ITB or should the contractor fail to provide the notice required under this section, the contractor will be in default and the state reserves the right to terminate the contract and assess damages for termination due to default.

The state may determine that the proposed replacement candidate meets the minimum qualifications of the contract and still substantially reduce the value the state perceived it would receive through the work of the original individual the contractor proposed and on whose credentials the state decided to enter into the contract. Therefore, the state will have the right to reject any candidate the state determines will provide it with diminished value.

The state has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The state also has an interest in ensuring that its operations are carried out in an efficient, professional, legal and secure manner. The state therefore reserves the right to require the contractor to remove any individual working on the project if the state determines that any such individual has or may interfere with the state's interests as identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under the contract has become unavailable and the contractor shall follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the contractor's subcontractors if they are listed as key people on the bid response.

The parties will be acting as independent contractors. The partners, employees, officers and agents ("Personnel") of one party, in the performance of the contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibilities for the actions of its personnel (including withholding of and/or paying income taxes and social security, Workers' Compensation, disability benefits, etc.). Neither party will commit, nor be authorized to commit, the other party in any manner. The contractor's subcontractors will be considered the agents of the contractor for purposes of the contract.

During the term of any contract issued pursuant to this ITB and for one (1) year after completion of the project, the contractor shall not hire or otherwise contract for the services of any state employee involved with the project.

3. Experience and Qualifications: This section must be completed (refer to Attachment Eleven C) to show how the candidate meets the experience. For each reference, the following information must be provided:

SPECIFICATION (Cont'd.)

Candidate Name

Contact Information: The contact name, telephone number, company name and address must be completely filled out. If the primary contact cannot be reached, an alternate contact name with the same information must be included in lieu of the primary contact.

Dates of Employment: Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. These dates must be completed by giving a beginning month and year and an ending month and year.

Description of the Related Service Provided: The state does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Bidders must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the bidder on the project. It is the bidder's responsibility to customize the description to clearly substantiate the candidate's qualification.

Project Experience: The candidate's resume must follow the completed form and show how the candidate meets the qualifications listed for the position in the ITB.

4. Resume: The candidate's resume must follow the completed form and show how the candidate meets the qualifications listed for the position in the ITB.

J. Project Plan (Requirements): The state encourages responses that demonstrate a thorough understanding of the nature of the project and what the bidder must do to complete the project satisfactorily. To this end, the bidder should submit for this section of the bid response the project plan that will be used to create a consistent, coherent management plan of action that will be used to guided the project execution and control the project. The project plan should include detail sufficient to provide the state an understanding of the bidder's knowledge and approach.

In an effort to comply with the intent of the above paragraph, the bidder's plan may involve transference of current work sequencing into the bidder's "modus operandi". It may involve partial transference combined with new approaches to meeting ITB requirements. It may involve total new approaches to meeting all of the ITB requirements.

The state seeks insightful responses that describe state-of-the-art methods. Recommended plans should demonstrate that the bidder would be prepared to quickly undertake and successfully complete the required tasks. The bidder's Work Plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task.

The bidder must describe how they will submit all required electronic files to the BMV in ASCII text format via FTP or show that the equivalent or better can be provided with the proposed system.

The bidder must describe how they will submit all required copies of paper documentation via a digital image compatible with Tiff Group 4 and capable of being downloaded into the ODPS document imaging system or show that the equivalent or better can be provided with their proposed system.

The bidder must describe how they will provide access to the bidder's database for this program via a secure network connection for viewing and updating purposes of open files. This requirement does not apply to closed files that await processing to support the preparation of notices and suspensions.

Processing Lock Box Mail: The bidder should submit supporting documentation that shows their understanding, ability to perform and their solution(s) in the following areas:

Establishing a lock box

Notice requiring proof of insurance

Financial responsibility inquiries

SPECIFICATION (Cont'd.)

Second Suspension Notice

The bidder should submit supporting documentation that shows and/or demonstrates their understanding and ability to perform relative to their proposed solution(s) in the following areas:

First Suspension Notice

Proofs (see under Proofs)

The bidder must provide a transition plan and timeline which demonstrates how the bidder proposes to implement their proposed best solution(s) while either eliminating or integrating with the current solution.

The bidder must address and provide a graduated schedule of how responsibilities will be transferred and/or assumed in accordance with the transition plan and/or how the new additional requirements associated with this acquisition will be implemented.

K. Support Requirements: The bidder should describe the support they want from the state other than what the state has offered in this ITB. Specifically, the bidder should address the following:

Nature and extent of state support required in terms of staff roles, percentage of time available, etc.;

Assistance from state staff and the experience/qualification level required; and

Other support requirements

The state may not be able or willing to provide the additional support the bidder lists in this part of the bid response. The bidder must therefore indicate whether the request for additional support is a requirement for their performance. If any part of the list is a requirement, the state may deem the bid not responsive, with no further consideration for award if the state is unable or unwilling to meeting the bidder's requirements.

L. Security Plan: The bidder should provide with the bid response a security plan covering physical security considerations (theft, alarm system, fire protection, etc.) for their facility (See page 20, paragraph III.F.1.)

M. Data Security Plan: (See page 20, paragraph III.F.2.) The bidder should submit with the bid response a Data Security Plan that includes the following information.

1. A comprehensive approach to the maintenance of secure data.

2. Identification of what data needs to be stored (to minimize security issues).

3 Notification that the state is the ultimate owner with contractor responsible for safe guarding.

4. Documented audit trails, specifying who grants access to whom, for what data and at what level, and what access rights are available (read, write, delete).

5. A data classification scheme to determine how different types of data should be retained on backup, meet regulatory requirements, determine level of approval and assist in setting policy.

6. Definition of the encryption used for data that leaves a secure data center via everything – CD, DVD, USB drives, backup tapes, laptops, etc. along with firewalls, anti-virus programs and intrusion protection.

7. If the contractor elects to have independent third party audits performed, the details regarding required security audits and any data security weaknesses must be identified to the state. A plan must be put in place to fix problems.

8. Daily data backup schedule at a minimum, so a complete copy of recent data is readily available. Daily data backups must be stored at a remote, secure location.

SPECIFICATION (Cont'd.)

9. Notification of a plan, schedule and implementation of employee informational sessions/documentation regarding policies and procedures that employees will follow to protect data.

N. Business Continuity Plan: The plan should be submitted as specified on page 20, paragraph III.G.

O. Disaster Recovery Plan: The plan should be submitted as specified on page 20, paragraph III.H.

P. Quality Control and Quality Assurance Plan: The plan should be submitted as specified on page 20, paragraph III.I.

Q. Transition Plan: The plan should be submitted as specified on page 21, paragraph III.J.

R. Conflict of Interest Statement: Each bid response should include a statement indicating whether the bidder or any people that may work on the project through the bidder have a possible conflict of interest (e.g. employed by the state of Ohio, etc.) and if so, the nature of that conflict. The state has the right to reject a bid in which a conflict is disclosed or terminate the contract if any interest is later discovered that give the appearance of a conflict.

S. Performance Bond: A letter from the bonding company indicating the company's intent to issue a performance bond in the amount of ten (10%) percent of the contract value to the bidder should be included in the bid response. (See pages 3 and 4 of the bid.)

T. Payment Remittance Address: The bidder should provide the address to which payment remittances to the bidder will be sent.

U. W-9 Form: The bidder should complete and submit with the bid response a W-9 form. The form is available from the DAS, Office of Procurement Services website at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

V. Certificate of Insurance: The bidder should provide a certificate of insurance demonstrating coverage of the types and levels specified in the General Terms and Conditions. The policy may be written on an occurrence and claims made basis. (See page 4 of the bid and Articles S-12 and S-13 of the Supplement Contract Terms and Conditions.)

W. Workers' Compensation Certificate: A current Workers' Compensation certificate should be submitted with the bid response, if applicable. See page 4 of the bid and Article S-12 of the Supplemental Contract Terms and Conditions.

X. Affirmative Action Plan: Verification letter from the Equal Opportunity Division (EOD) of approval of an Affirmative Action Plan filed by the bidder with EOD (see Article V.I. of the Standard Contract Terms and Conditions) must be submitted with the bid response.

Y. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA): A completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) should be submitted with the bid response. The form is available at http://www.publicsafety.ohio.gov/links/HLS0038.pdf. Prior to completion of the DMA, the bidder shall review the Terrorist Exclusion List available at http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf.

All documents specified in paragraphs VI.B. through VI.Y are necessary to evaluate the bid response. If any of the documents specified in paragraphs VI.B. through VI.Y. are not included with the bid response, they will be requested during the bid evaluation. If documents are requested during the bid evaluation, they must be provided within five (5) business days of verbal or written request. Failure to submit documents requested during the evaluation may deem your bid not responsive and further consideration for award may not be given.

SPECIFICATION (Cont'd.)

VII. NOTES

A. Submission of Contractor's Invoices

1. The contractor shall submit an original and two (2) copies of each invoice to:

   The Ohio Department of Public Safety
   Attn: Fiscal Services
   P.O. Box 16520
   Columbus, OH 43216-6520

2. Payments to the contractor shall be per transaction for services and material provided in conducting this random selection program, as outlined in the ITB.

3. The payments for verification of proof of insurance or other financial responsibility (FR) coverage shall be for transactions completed in the following five (5) categories:

   a. Vehicle owners in FR compliance
   b. Vehicle owners not in FR compliance on the proof date of the notice requiring proof of insurance or other FR coverage.
   c. Vehicle owners who fail to respond to the notice.
   d. Notices returned by the post office as undeliverable.
   e. BMV Forms 3308 mailed out.

4. Payment will be made for the fifty-four hundred (5,400) Notices mailed each week requiring Proof of Insurance or other FR coverage.

5. Payments per transaction for the Acknowledgment Notice shall be for the total number of Acknowledgment Notices mailed.

6. Payments per transaction for First Notices of Suspension of driving privileges generated and mailed shall be for transactions completed in the following three (3) categories:

   a. Vehicle owners not in FR compliance on the mail date of the notice requiring proof of insurance or other FR coverage.
   b. Vehicle owners who fail to respond to the FR notice.
   c. BMV Forms 3308 mailed.

7. Payments per transaction for Second Notices of Suspension shall be for the actual number of Second Notices mailed.

B. Test of IT: After award of the contract and prior to contract inception, the contractor will test the transmission of the BMV data from and to BMV in the formats which will be used when the system goes live to verify the compatibility between the ODPS and contractor's systems. This must include the FTP process, the Tiff Group 4 and the Bar Code scan of BMV Form 2007. Failure to achieve successful transmission and compatibility of systems will deem the contractor out of compliance with contractual requirements and may result in termination of the contract award.

C. Acceptance: There will be no formal acceptance procedure unless the ITB expressly provides otherwise. If the ITB does not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each deliverable and the work as a whole comply with the requirements of the contract.

D. Laws, License and Regulations: The contractor shall acquire, at their expense, any permits, approvals, licenses, certifications or similar authorizations required by any federal, state or local agency to perform the total services of the project, as well as maintaining them throughout the term of the contract. Further, the contractor shall comply with any and all laws, rules and regulations pertaining to the performance of services delivered through this contract.

SPECIFICATION (Cont'd.)

E. Sales, Use, Excise and Property Taxes: The state is exempt from any sales, use, excise and property tax. To the extent sales, use, excise or any similar tax is imposed on the contractor in connection with the term contract, such will be the sole and exclusive responsibility of the contractor. The contractor shall pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

F. Related Contracts: By the signature on page 1 of the bid response, the bidder warrants that they have note and will not enter into any contracts without prior written approval of the state to perform substantially identical services for the state such that the project duplicates the work done or to be done under the other contract(s).

G. Sub-Contracting: The contractor may not enter into subcontracts for the work after award of the contract without prior written approval from DAS. The contractor will not require the state's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the work. All subcontracts shall be at the sole expense of the contractor.

H. Record Keeping: The contractor will keep all financial records in accordance with generally accepted accounting practices consistently applied. The contractor will file documentation to support each action under the contract in a manner allowing it to be readily located. The contractor will keep all project-related records and documents at its principal place of business or at its office where the work was performed.

I. Audits: During the term of any term contract issued pursuant to this ITB and for three (3) years after the payment of the contractor's fee, on reasonable notice and during normal business hours, the state may audit the contractor's records and other materials that relate to the project. This audit right shall also apply to the state's duly authorized representatives and any other person or organization providing financial support for the project. Unless it is impracticable to do so, all records related to this contract must be kept in a single location, either at the contractor's principle place of business or its place of business where the work was performed. If this is not practical, the contractor will assume the cost of collecting, organizing and relocating the records and any technology necessary to access the records to the contractor's office nearest to Columbus, Ohio whenever the state or anyone else with audit rights requests access to the contractor's project records. The contractor shall relocate records, if necessary, within five (5) business days of written request. If any audit reveals any material deviation from the project's specifications, any misrepresentation or any overcharge to the state, the state will be entitled to recover damages, as well as the cost of the audit.

J. State/Contractor Representatives: The state's representative under the contract will be the person referenced in the ITB or identified in a subsequent notice to the contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the project by the contractor, will conduct all liaison with the contractor and will accept or reject the deliverables and the completed project. The Agency Project Representative may assign to a manager responsibilities for individual aspects of the project to act as the Agency Project Representative for those individual portions of the project.

The contractor's Project Manager under the contract shall be the person identified in the bid response as the "Project Manager". The Project Manager shall conduct all liaisons with the state under the contract. The Project Manager may not be replaced without the approval of the state if he/she is identified in the bid response as a key individual on the project.

Either party, upon written notice to the other party, may designate another representative.

K. Work Responsibilities

The contractor will assume the lead in the areas of management, design and development of the project. The contractor will coordinate the successful execution of the project and direct all project activities on a day-to-day basis, with the advise and consent of the Agency Project Representative. The contractor will be responsible for all communications regarding the progress of the project and will discuss with the Agency Project Representative any issues, recommendations and decisions related to the project.

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.

YOUR BID:

Bidders shall not insert a unit price more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by State Purchasing and not used in the evaluation and any subsequent award.

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

* Shall not be included in the bid evaluation

OHIO BUREAU OF MOTOR VEHICLES

Mailed on or before: DATE

Notice Requiring Proof of Insurance or Other Financial Responsibility Coverage

3
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Proof of Insurance Coverage Date:

Motor Vehicle Information		
Vehicle	License Plate Number	Registration Expires

Dear Vehicle Owner:

Under Ohio law (O.R.C. 4509.101), we are required to verify that vehicle owners maintain automobile liability insurance or other financial responsibility (FR) coverage for registered motor vehicles.

You have been randomly selected to verify that you have coverage for the vehicle listed above. We are requesting proof that you did have insurance or other financial responsibility coverage for this vehicle **on the proof of insurance coverage date of this notice (listed above).**

We apologize for any inconvenience this may cause you. However, obtaining proof of financial responsibility benefits all Ohio drivers by reducing the chances that you will be involved in an accident with an uninsured driver.

To prove insurance or other FR coverage, please send us ONE of the following within twenty-one (21) days:

1. **A copy of your automobile liability Insurance Identification (ID) card.** All insurance companies doing business in Ohio are required to issue an Insurance ID card with every policy and for every vehicle.
2. **Or, a copy of the declarations (coverage) page of your automobile liability insurance policy.** Your insurance company or agent sends you this information every time your policy is renewed.
3. **Or, a letter on insurance company letterhead signed by your insurance agent.** The letter must include the following information:
   - Name of insurance company
   - Name and address of local agent
   - Name in which policy was issued
   - Policy number
   - Effective dates of policy (must include date of random selection)
   - VIN # of vehicle
   - Phone number of local agent (REQUIRED for verification)

Insurance documentation with policy dates that do not cover the requested date cannot be used. If your policy recently renewed, please provide the card listing the policy dates that cover the above requested date. **The Bureau is unable to return any insurance cards or other documentation.**

PLEASE NOTE: If you do not respond to this notice, we are required by law to mail you a notice of pending suspension in approximately 30 days.

BMV 3629

TO AVOID ANY POSSIBLE SUSPENSIONS, PLEASE MAIL THIS NOTICE WITH YOUR PROOF OF INSURANCE TO THE ADDRESS BELOW:

Ohio Bureau of Motor Vehicles
Vendor Address

PLEASE DO NOT SEND ANY CHECKS TO THE ABOVE ADDRESS. This address is used only for receipt of insurance documentation for the Random Selection Program.

PLEASE DO NOT MAIL THIS FORM TO THE BUREAU OF MOTOR VEHICLE'S ADDRESS IN COLUMBUS. Mail sent to Columbus will be delayed and could result in your driving and registration privileges being placed under suspension.

PLEASE DO NOT FAX this form to any fax numbers normally used by insurance companies to communicate with the Bureau. Processing of faxed information will be delayed and could result in your driving and registration privileges being placed under suspension.

IF YOU CANNOT PROVIDE PROOF OF INSURANCE, YOU MAY REQUEST AN ADMINISTRATIVE HEARING. There is no need for a hearing if you send the Bureau proof of insurance or other financial responsibility coverage for the date of the Random Selection. If you cannot provide such proof, you may request a hearing.

1. The hearing request must be in writing and must include your license plate number.
2. You must include a $30.00 check or money order for the hearing fee, made payable to "Treasurer, State of Ohio." DO NOT SEND CASH.
3. The hearing is limited to the following:
   - Whether you had insurance in effect on the Proof of Coverage date;
   - Whether you were the registered owner of the vehicle on Proof of Coverage date;
   - Whether the vehicle is a seasonal vehicle and was out-of-season on Proof of Coverage date;
   - Whether the vehicle was inoperable and out of service for at least thirty (30) days prior to the Proof of Coverage date;
   - Whether there is any other legally sound reason financial responsibility coverage was not required on the mail date.
4. The hearing does not delay the suspension of your driver's license, registration and license plates.
5. The hearing examiner cannot give you any driving privileges during the suspension.

The address for a hearing request is DIFFERENT than the address listed above. Please send your hearing request to:

Ohio Bureau of Motor Vehicles
P.O. Box 16520
Columbus, OH 43216-6520

If your address has changed, please indicate this information below:

New Address:		
City:	State:	Zip:

Is this address change a new, permanent resident address? YES ☐ NO ☐
Is this address change a new mailing address only? YES ☐ NO ☐

If you need assistance or have any questions, you may call **1-800-VENDOR PHONE #** Monday through Friday, 8:00 a.m. to 6:00 p.m. and Saturday, 8:00 a.m. to 2:00 p.m.

OHIO DEPARTMENT OF PUBLIC SAFETY
OHIO BUREAU OF MOTOR VEHICLES

PROOF OF INSURANCE

April 27, 2010

NON-COMPLIANCE/ACCIDENT CASE #:	VIOLATION DATE:	
RANDOM SELECTION CASE #:	PROOF OF COVERAGE DATE:	PLATE #:

The document(s) recently submitted can not be accepted as evidence of liability insurance in effect at the time of the above traffic offense or random selection.

REASON:

If your driving and registration privileges are under suspension or are soon to be placed under suspension in reference to the above-listed BMV Case Number, the suspension will remain in effect until proper documentation is received, accepted and processed by the Ohio Bureau of Motor Vehicles.

To prove insurance coverage, return this notice along with ONE of the following:

- A copy of your automobile insurance identification (ID) card,
- Or, a copy of the declarations page of your policy,
- Or, a letter on insurance company letterhead signed by your insurance agent. The letter must include the following information:
  - Name of insurance company
  - Name and address of local agent
  - Name in which policy was issued
  - Policy number
  - Effective dates of policy (must include date of traffic offense or random selection)
  - VIN# of vehicle
  - Phone number of local agent (REQUIRED for verification)

YOU WILL BE NOTIFIED BY THE OHIO BUREAU OF MOTOR VEHICLES WHEN YOU HAVE MET THE NECESSARY REQUIREMENTS.

OHIO BUREAU OF MOTOR VEHICLES
FINANCIAL RESPONSIBILITY
P.O. BOX 16583
COLUMBUS OH 43216-6583
(614) 752-7700

BMV 3308 5/08

ATTACHMENT THREE
FORM BMV3628, NOTICE OF FIRST SUSPENSION (PAGE 1)

OHIO BUREAU OF MOTOR VEHICLES

Mailed on or before: DATE

NOTICE OF SUSPENSION

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THIS IS AN OFFICIAL NOTICE. Ohio Revised Code 4501.022 allows the Registrar to send this notice by regular mail.

IMPORTANT CASE INFORMATION

YOUR DRIVING PRIVILEGES and VEHICLE REGISTRATION PRIVILEGES WILL BE SUSPENDED starting on the date listed in the "Important Case Information" box above.

This suspension is because you did not provide proof of automobile liability insurance or other Financial Responsibility (FR) coverage for the date listed above. This proof was requested by the Bureau of Motor Vehicles during a random sampling of motor vehicles registered in the State of Ohio.

YOU CAN AVOID THIS SUSPENSION if you can prove to us that you did have insurance ON THE ABOVE PROOF OF COVERAGE DATE. **To prove insurance or other FR coverage, please send us ONE of the following WITHIN TWENTY-ONE (21) DAYS:**

1. A copy of your automobile liability Insurance Identification (ID) card. All insurance companies doing business in Ohio are required to issue an Insurance ID card with every policy and for every vehicle.

2. Or, a copy of the Declarations (Coverage) Page of your automobile liability insurance policy. Your insurance company or agent sends you this information every time your policy is renewed.

3. Or, a letter on insurance company letterhead signed by your insurance agent. The letter must include the following information:
   - Name of insurance company
   - Name and address of local agent
   - Name in which policy was issued
   - Policy number
   - Effective dates of policy (must include date of random selection)
   - VIN # of vehicle
   - Phone number of local agent (REQUIRED for verification)

Please mail your proof of insurance, within twenty-one (21) days to:

Ohio Bureau of Motor Vehicles
Vendor Address

If you need assistance or have any questions, you may call (800) VENDOR PHONE

You will be notified by the Bureau of Motor Vehicles when you have met the necessary requirements.

Please see the reverse side of this notice for other important information

IF YOUR VEHICLE WAS NOT INSURED ON THE REQUIRED PROOF OF COVERAGE DATE:

YOU ARE REQUIRED TO PAY A REINSTATEMENT FEE. Please refer to the "Important Case Information" box on the front of this Notice for the correct amount. To expedite the processing of your case, please include your full name, license plate number and BMV Case Number on all correspondence. You may pay your reinstatement fees on-line by visiting our web site at www.oplates.com and click on Pay Reinstatement Fee Online.

YOU ARE REQUIRED TO FILE SPECIAL FINANCIAL RESPONSIBILITY INSURANCE. You must file insurance with the Bureau in the form of an SR-22 or surety bond for a three or five year period. Refer to the "Important Case Information" box on the front of this Notice for the required filing dates. The filing must be an Ohio SR-22 or bond from an insurance company licensed to do business in Ohio. You may also apply to the Bureau for a Certificate of Financial Responsibility backed by a $30,000 cash deposit or a $60,000 real estate lien.

YOU MAY REQUEST AN ADMINISTRATIVE HEARING. There is no need for a hearing if you send the Bureau proof of insurance or other financial responsibility coverage for the date of the traffic offense. If you cannot provide such proof, you may request a hearing.

1. The hearing request must be in writing and must include your license plate number.
2. You must include a $30.00 check or money order for the hearing fee, made payable to "Kevin L. Boyce, Treasurer." DO NOT SEND CASH.
3. The hearing is limited to the following:
   - Whether you had insurance in effect on the Proof of Coverage date;
   - Whether you were the registered owner of the vehicle on Proof of Coverage date;
   - Whether the vehicle is a seasonal vehicle and was out-of-season on Proof of Coverage date;
   - Whether the vehicle was inoperable and out of service for at least thirty (30) days prior to the Proof of Coverage date;
   - Whether there is any other legally sound reason financial responsibility coverage was not required on the mail date.
4. The hearing does not delay the suspension of your driver's license, registration and license plates.
5. The hearing examiner cannot give you any driving privileges during the suspension.

The address for a hearing request is DIFFERENT than the address listed on the other side of this Notice. Please send your hearing request and $30.00 check or money to:

Ohio Bureau of Motor Vehicles
Attn: Hearings
P.O. Box 16520
Columbus, OH 43216-6520

LIMITED DRIVING PRIVILEGES. If this is your first or second suspension for driving without insurance, you may apply for limited driving privileges in your local county or municipal court. Before applying for privileges, you must first pay your reinstatement fee and file your SR-22 or bond. If this is your third or subsequent suspension for driving uninsured, the court cannot grant you such privileges and you cannot drive during the entire term of your suspension.

HOW TO OBTAIN A NEW REGISTRATION AND LICENSE PLATES. In accordance with the law, we destroy all driver's licenses and license plates received. However, you can retain your current license plates or purchase new plates immediately by doing BOTH of the following:

1. Pay the full reinstatement fee, and
2. File your SR-22 or bond with the Bureau

HOW TO OBTAIN A NEW DRIVER'S LICENSE. You must wait ninety days to obtain a new driver's license if this is your first offense, one year if this is your second offense, and two years if this is your third or subsequent offense. You must also pay your reinstatement fee and file your SR-22 or bond.

OHIO BUREAU OF MOTOR VEHICLES

Mailed on or before: DATE

SECOND NOTICE OF SUSPENSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

3
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IMPORTANT CASE INFORMATION

YOUR DRIVING PRIVILEGES and VEHICLE REGISTRATION PRIVILEGES WILL BE SUSPENDED starting on the date listed in the "Important Case Information" box above.

This suspension is because you did not provide proof of automobile liability insurance or other Financial Responsibility (FR) coverage for the date listed above. This proof was requested by the Bureau of Motor Vehicles during a random sampling of motor vehicles registered in the State of Ohio.

YOU CAN AVOID THIS SUSPENSION if you can prove to us that you did have insurance ON THE ABOVE PROOF OF COVERAGE DATE. **To prove insurance or other FR coverage, please send us ONE of the following WITHIN TWENTY-ONE (21) DAYS:**

1. A copy of your automobile liability Insurance Identification (ID) card. All insurance companies doing business in Ohio are required to issue an Insurance ID card with every policy and for every vehicle.

2. Or, a copy of the Declarations (Coverage) Page of your automobile liability insurance policy. Your insurance company or agent sends you this information every time your policy is renewed.

3. Or a letter on insurance company letterhead signed by your insurance agent. The letter must include the following information:

   Name of insurance company
   Name and address of local agent
   Name in which policy was issued
   Policy number
   Effective dates of policy (must include date of random selection)
   VIN # of vehicle
   Phone number of local agent (REQUIRED for verification)

Please mail your proof of insurance, within twenty-one (21) days to:

Ohio Bureau of Motor Vehicles
PO BOX 16583
Columbus, OH 43216-6583

If you need assistance or have any questions, you may call 1-614-752-7700

You will be notified by the Bureau of Motor Vehicles when you have met the necessary requirements.

Please see the reverse side of this notice for other important information

IF YOUR VEHICLE WAS NOT INSURED ON THE REQUIRED PROOF OF COVERAGE DATE:

YOU ARE REQUIRED TO PAY A REINSTATEMENT FEE. Please refer to the "Important Case Information" box on the front of this Notice for the correct amount. To expedite the processing of your case, please include your full name, license plate number and BMV Case Number on all correspondence.

YOU ARE REQUIRED TO FILE SPECIAL FINANCIAL RESPONSIBILITY INSURANCE. You must file insurance with the Bureau in the form of an SR-22 or surety bond for a three or five year period. Refer to the "Important Case Information" box on the front of this Notice for the required filing dates. The filing must be an Ohio SR-22 or bond from an insurance company licensed to do business in Ohio. You may also apply to the Bureau for a Certificate of Financial Responsibility backed by a $30,000 cash deposit or a $60,000 real estate lien.

YOU MAY REQUEST AN ADMINISTRATIVE HEARING. There is no need for a hearing if you send the Bureau proof of insurance or other financial responsibility coverage for the date of the traffic offense. If you cannot provide such proof, you may request a hearing.

1. The hearing request must be in writing and must include your license plate number.
2. You must include a $30.00 check or money order for the hearing fee, made payable to "Treasurer, State of Ohio." DO NOT SEND CASH.
3. The hearing is limited to the following:
   - Whether you had insurance in effect on the Proof of Coverage date;
   - Whether you were the registered owner of the vehicle on Proof of Coverage date;
   - Whether the vehicle is a seasonal vehicle and was out-of-season on Proof of Coverage date;
   - Whether the vehicle was inoperable and out of service for at least thirty (30) days prior to the Proof of Coverage date;
   - Whether there is any other legally sound reason financial responsibility coverage was not required on the mail date.
4. The hearing does not delay the suspension of your driver's license, registration and license plates.

The hearing examiner cannot give you any driving privileges during the suspension.

The address for a hearing request is DIFFERENT than the address listed above. Please send your hearing request to:

Ohio Bureau of Motor Vehicles
Attn: Hearings
P.O. Box 16520
Columbus, OH 43216-6520

LIMITED DRIVING PRIVILEGES. If this is your first or second suspension for driving without insurance, you may apply for limited driving privileges in your local county or municipal court. Before applying for privileges, you must first pay your reinstatement fee and file your SR-22 or bond. If this is your third or subsequent suspension for driving uninsured, the court cannot grant you such privileges and you cannot drive during the entire term of your suspension.

HOW TO OBTAIN A NEW REGISTRATION AND LICENSE PLATES. In accordance with the law, we destroy all driver's licenses and license plates received. However, you can retain your current license plates or purchase new plates immediately by doing BOTH of the following:

1. Pay the full reinstatement fee, and
2. File your SR-22 or bond with the Bureau

HOW TO OBTAIN A NEW DRIVER'S LICENSE. You must wait ninety days to obtain a new driver's license if this is your first offense, one year if this is your second offense, and two years if this is your third or subsequent offense. You must also pay your reinstatement fee and file your SR-22 or bond.

YOU MAY ALSO TAKE YOUR REINSTATEMENT REQUIREMENTS TO ANY OF THE FOLLOWING REGIONAL SERVICE CENTERS:

Canton Office - 306 Second Street SE, Canton, OH 44702
Cincinnati Office - 10948 Hamilton Avenue, Cincinnati, OH 45231
Cleveland Office - 12000 Snow Road, Parma, OH 44130
Columbus Office - 1583 Alum Creek Drive, Columbus, OH 43209
Jackson Office - 110 Twin Oaks Drive, Jackson, OH 45640
Toledo Office – 4400 Heatherdowns Boulevard, Toledo, OH 43614
Youngstown Office – Plaza Place, 242 Federal Plaza West, Youngstown, OH 44503

ATTACHMENT FOUR
FORM BMV3308, PROOF OF INSURANCE

OHIO BUREAU OF MOTOR VEHICLES

PROOF OF INSURANCE

Date

NON-COMPLIANCE CASE #:	VIOLATION DATE:	
RANDOM SELECTION CASE NUMBER:	PROOF OF COVERAGE DATE:	PLATE #:

The document(s) recently submitted can not be accepted as evidence of liability insurance in effect at the time of the above traffic offense or random selection.

REASON:

If your driving and registration privileges are under suspension or are soon to be placed under suspension in reference to the above-listed BMV Case Number, the suspension will remain in effect until proper documentation is received, accepted and processed by the Ohio Bureau of Motor Vehicles.

To prove insurance coverage, return this notice along with ONE of the following WITHIN FIFTEEN (15) DAYS:

- A copy of your automobile insurance identification (ID) card,
- Or, a copy of the declarations page of your policy,
- Or, a letter on insurance company letterhead signed by your insurance agent. The letter must include the following information:
  - Name of insurance company
  - Name and address of local agent
  - Name in which policy was issued
  - Policy number
  - Effective dates of policy (must include date of traffic offense or random selection)
  - VIN# of vehicle
  - Phone number of local agent (REQUIRED for verification)

YOU WILL BE NOTIFIED BY THE OHIO BUREAU OF MOTOR VEHICLES WHEN YOU HAVE MET THE NECESSARY REQUIREMENTS.

OHIO BUREAU OF MOTOR VEHICLES
Vendor Address

BMV 3308å

REINSTATEMENT/PROCESSING FEE

PAYMENT INSTRUCTIONS

IMPORTANT! TO ENSURE PROPER CREDIT TO YOUR ACCOUNT YOU MUST:

- Make your check or money order payable to:
  OHIO TREASURER RICHARD CORDRAY
- **DO NOT SEND CASH**
- Write your check or money order number in the box provided on the front of the fee payment receipt
- Write your BMV account number on your check or money order
- Do not staple your check or money order to the payment coupon
- Use the enclosed window envelope when sending your payment
- Do not include additional correspondence

DETACH THIS PORTION AND MAIL WITH YOUR PAYMENT

REINSTATEMENT FEE PAYMENT RECEIPT **BMV 2007 07/07**

BMV Account Number:
BMV Case Number:
Reinstatement Fees:

01/14/2009

Check Number: ☐☐☐☐

Money Order Number: ☐☐☐☐☐☐☐☐☐☐☐

Amount Enclosed: $ ☐, ☐☐☐ . ☐☐

☐ Check **only if** address is incorrect
Print correct address below

2 OHIO BUREAU OF MOTOR VEHICLES
0 ATTN: RE FEES
0 P O BOX 16520
7 COLUMBUS OH 43216-6520

Name

Street

City **State** **Zip**

Random Selection program – Telephone Customer Service Standards - Monitoring

Greeting:

- Self Identity
  - ☐ Self, agency, how may I assist you
  - ☐ Self & agency
  - ☐ One of the three
  - ☐ None
- Voice tone
  - ☐ Upbeat, cheerful, enthusiastic
  - ☐ Professional, interested, helpful
  - ☐ Mundane, uninterested, dull, bored
  - ☐ Absentminded, flighty, giddy
  - ☐ Demeaning
- Rate of speech
  - ☐ Clear, plain, precise
  - ☐ Fast, hastily
  - ☐ Mumbled, garbled
  - ☐ Slow, delayed, poky

☐ Immediate hold

Quality of Customer Service

- Conversation
  - ☐ Controlling the call
  - ☐ Inappropriate Interruption
  - ☐ Combative
  - ☐ Positive word choice
  - ☐ Negative word choice
  - ☐ Non-business related comments
- Step of Command
  - ☐ Automatically offering supervisor/lead
  - ☐ Customer request supervisor
  - ☐ Transfer to supervisor

Caller identity/Problem:

- Requested appropriate identifier
  - ☐ Name and License Plate Number
  - ☐ BMV Case#
  - ☐ Vehicle VIN number

☐ Summarize request
  - ☐ Repeat or paraphrase to confirm understanding

☐ Listen attentively to customer's questions
  - ☐ Utilized effective listening skills
  - ☐ Express empathy & understanding

☐ Ask clarifying questions

☐ Open/Closed ended questions

Information Processing:

☐ Utilized telephone log
  - ☐ Appropriate format
  - ☐ Documented results

☐ Accurate Info relayed to the customer
  - ☐ Mailing address
  - ☐ Processing period
  - ☐ Verified customer's address

☐ Attempted solution
  - ☐ Fax
  - ☐ Offer return call

Confirm Satisfaction

☐ Did I answer all of your questions

☐ Final solution communicated

☐ Summarized conversation or requirements

☐ Transfer
  - ☐ Informed caller of transfer
  - ☐ Introduced call when appropriate
  - ☐ Stayed on line while in queue
  - ☐ Thank you for contacting our office

REPORT FORMAT

PROGRAM FOR RANDOM SELECTION FOR FINANCIAL RESPONSIBILITY COMPLIANCE

- FR NOTICE = Notice requiring proof of insurance or other financial responsibility (FR) coverage

I. WEEK OF XX/XX/98 THROUGH YY/YY/98

REPORT NO._____ DATE SUBMITTED_____ TRANSACTION VOLUME_____
(Include undeliverable notices)

A. FR NOTICES MAILED BATCH # _____. MAIL DATE _____ NUMBER MAILED _____

B. FR VERIFICATION

Verification Date	No. Undeliverable Notices Returned	No. Late Responses in FR compliance

TOTALS

in FR compliance including late responses (exclude undeliverable)
①

LISTING OF UNDELIVERABLE NOTICES

Vehicle Owner	License Plate No.

C. SUSPENSION NOTICES MAILED

FAILED TO SHOW FR COMPLIANCE

FR Notice Mail Date	Verification Date	Vehicle Owner	License Plate No.

②

FAILED TO RESPOND TO FR NOTICE

FR Notice Mail Date	Verification Date	Vehicle Owner	License Plate No.

③

D. SUMMARY FOR WEEK OF XX/XX/98 THROUGH YY/YY/98

Total FR Notices Evaluated ①+②+③ = (4)	No. Veh Owners in FR Compliance ①	No. Fail to Show FR Compliance ②	No. Fail to Respond to FR Notice ③	Percent FR Compliance ①/(4) x 100	Percent Fail To Show FR Compliance ②/(4) x 100	Percent Fail to Respond to FR Notice ③/(4) x 100

II. SUMMARY(S) OF PROGRAM RESULTS YEAR TO DATE OF _____ (Last week closed out with all FR notices mailed accounted for)

(4S)	(1S)	(2S)	(3S)	(1S)/(4S) x 100	(2S)/(4S)x 100	(3S)/(4S)x 100

ATTACHMENT EIGHT

BIDDER PROFILE FORM

<table>
<tr><td>Bidder’s Legal Name:</td><td colspan="3">Address:</td></tr>
<tr><td>Phone Number:</td><td colspan="2">E-mail Address:</td><td>Fax Number:</td></tr>
<tr><td>Home Office Location:</td><td>Date Established:</td><td colspan="2">Ownership:</td></tr>
<tr><td>Firm Leadership:</td><td>Number of Employees:</td><td colspan="2">Number of Employees Directly involved in Tasks Directly Related to the Work:</td></tr>
<tr><td colspan="4">Additional Background Information:</td></tr>
</table>

ATTACHMENT NINE: BIDDER REFERENCES

A minimum of one (1) professional reference who have received services from the bidder in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the bidder's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the bidder's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the bidder's role in this project.		

ATTACHMENT TEN: CONTRACTOR PERFORMANCE FORM

The bidder must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The bidder has had a contract terminated for default or cause. If so, the bidder must submit full details, including the other party's name, address, and telephone number.
	The bidder has been assessed any penalties in excess of Five Thousand Dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The bidder was the subject of any governmental action limiting the right of the bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The bidder, any officer of the bidder, or any owner of a twenty percent (20%) interest or greater in the bidder has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The bidder, any officer of the bidder, or any owner with a twenty percent (20%) interest or greater in the bidder has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the bidder must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify a bidder from consideration, at the sole discretion of the state, such an answer and a review of the background details may result in a rejection of the bid response. The state will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the bidder's performance on the project and the best interests of the state.

ATTACHMENT ELEVEN A: CANDIDATE REFERENCES

Candidate's Name:_____

Candidate's Proposed Position:_____

Three (3) professional references who have received services from the candidate in the past five (5) years. Make copies and submit one for each proposed candidate listed in the proposal.

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of (Project: Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of (Project: Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		
Company Name:	Contact Name: E-mail:	
Address:	Phone Number:	
Project Name:	Beginning Date of (Project: Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the candidate's role in this project.		

ATTACHMENT ELEVEN B: CANDIDATE INFORMATION
EDUCATION, TRAINING, LICENSURE AND CERTIFICATION

Candidate's Name:_____

Education and Training: This section must be completed to list the education and training of the proposed candidate. Make copies and submit one for each proposed candidate listed in the bid response.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT ELEVEN C: CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name:_____

Candidate's Proposed Position:_____

Make copies and submit one for each proposed candidate listed in the bid response.

Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-Mail	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of the related services provided:		