

# REQUEST FOR PROPOSALS

RFP NUMBER: 0A1028  
DATE ISSUED: April 24, 2008

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Ohio Department of Public Safety is requesting proposals for:

## Vehicle Registration Forms and Stickers RFP

INQUIRY PERIOD BEGINS: April 24, 2008  
INQUIRY PERIOD ENDS: May 16, 2008  
OPENING DATE: May 22, 2008  
OPENING TIME: 11:00 A.M.  
OPENING LOCATION: Office of Information Technology  
Contract Management Bid Room  
30 East Broad Street, 40th Floor  
Columbus, Ohio 43215

This RFP consists of five parts and ten (10) attachments, totaling 79 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

In addition to this RFP, two separate dummy data stream files are published on the State Procurement website. Offerors are encouraged to download and use these files to test their proposed system. Similar files will be used during the demonstration phase of the evaluation.



## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Public Safety has asked the Office of Information Technology to solicit competitive sealed proposals (“Proposals”) for a Printing System for Vehicle Registration Forms and Validation Stickers (the “Work”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Office of Information Technology, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or December 31, 2014, whichever is sooner. The State may renew this Contract for up to five additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Ohio Department of Public Safety.

**The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.**

**Background.** The Ohio Department of Public Safety is responsible for the safety and security of Ohioans. The agency has eight divisions: Administration, Emergency Management Agency (EMA), Emergency Medical Services (EMS), Homeland Security, Highway Patrol, Investigative Unit, and Office of Criminal Justice Services (OCJS), and the Bureau of Motor Vehicles (BMV).

**The Administration Division** makes it possible for the agency to operate smoothly. Some areas under Administration include Information Technology, Human Resources, Fiscal Services, and the Governor’s Highway Safety Office.

**The Emergency Management Agency** coordinates activities to mitigate, prepare for, respond to, and recover from both natural and man-made disasters. The Division works closely with local, state, and federal agencies to bring resources of recovery and support to Ohioans impacted by a disaster. Ohio EMA activities also include: education, training, planning, preparing, and strengthening Ohio’s first responder capabilities and improving communication across the state.

**Emergency Medical Services** ensures that citizens will receive the highest quality of care in situations such as a heart attack or stroke. EMS oversees certification of emergency medical technicians and firefighters and sees that EMTs are properly trained, educated, and prepared for emergency situations.

**Homeland Security** was established as a division within Public Safety in September 2003 and strengthens the State’s commitment to addressing the threats and challenges of terrorism. The Homeland Security Division also oversees licensing and regulation of private investigators and security guards.

**The State Highway Patrol** keeps Ohioans safe by trying to save lives and prevent injuries on state routes and highways. The Highway Patrol offers statewide emergency response services, investigates criminal activities on state-owned property, and provides security for the Governor and other dignitaries.

**The Investigative Unit** is charged with keeping alcohol and cigarettes out of the hands of young Ohioans. Through enforcement and educational efforts, agents help to reduce the problem of underage drinking. Investigative Unit agents also investigate food stamp fraud and gambling violations.

**The Office of Criminal Justice Services** serves agencies and communities committed to reducing and preventing crime across Ohio. OCJS administers over \$30 million in state and federal criminal justice funding every year. OCJS identifies justice issues, evaluates programs, and develops technology, training and products for criminal justice professionals and communities.

**The Bureau of Motor Vehicles** oversees driver and motor vehicle licensing and registration. This includes the responsibility for the website [OPLATES.com](http://OPLATES.com) which many Ohioans use to renew vehicle registrations and perform other business transactions.

Anyone in Ohio who owns a motor vehicle must, on a yearly basis and within 90 days of the previous registration expiring, renew their vehicle registration. The Ohio Revised Code, Section 4503.102, requires a centralized system of motor vehicle registration renewal by mail or electronic means. Vehicle registrations may also be renewed at a deputy registrar's office. This process has been in effect since February 1988.

Within forty-five days prior to the registration expiration date of a vehicle registration, a renewal notice is mailed to the vehicle's registered owner. The renewal notice is preprinted with information including but not limited to the owner's name and residence address, a description of the vehicle, taxes and fees due, and a toll-free telephone number. The vehicle owner submits an application to renew the registration by returning the form via US mail with any changes or updates. Or, the vehicle owner may return the form to a nearby deputy registrar's office, or they may renew through use of the telephone Interactive Voice Response system (IVR), or on-line through [OPLATES.com](http://OPLATES.com).

Registration renewals processed at a deputy registrar's office are processed immediately at the office; renewals received through the mail, IVR, or [OPLATES.com](http://OPLATES.com) are printed and mailed to the vehicle owner.

The current process for printing vehicle registration forms and validation stickers is as follows:

1. Two ASCII files, one for Regular Vehicle Registrations and the other for Dealer Vehicle registrations, are sent via FTP from the BMV host computer to a server located at the Charles D. Shipley Building, 1970 W. Broad Street, Columbus, Ohio 43223, for registration and sticker printing.
2. A software program separates the registration application data by registration year and adds a sequential number to each registration to track the quantity of registrations printed for each registration year.
3. Registration data is separated into smaller batch files by registration year and sent to printers that are filled with registrations forms and appropriate validation stickers for the appropriate year.
4. After registration forms and validation stickers print, the ODPS operator may be notified of specific printed registrations, identified by their sequence numbers that must be removed. A run control log tracks registrations that have been removed.
5. On the same day that they are printed, ODPS delivers the remaining Regular Vehicle Registrations to the ODPS Alum Creek Facility (ACF) located at 1583 Alum Creek Drive, Columbus, Ohio 43209. Dealer Vehicle Registrations remain at the ODPS main facility located at the Charles D. Shipley Building, 1970 West Broad Street, Columbus, Ohio 43218-2081.
6. When the vehicle registration forms are received at ACF, a forms burster separates them.
7. A Pitney Bowes Model 8 Series document inserting system inserts the separated vehicle registration forms and attached stickers into a standard #10 envelope of 24-pound wove bond (uncoated) paper with a clear poly or glassine window. The inserter is equipped with a camera that reads the unique sequential number on the vehicle registration form. Both the sequence number and the recipient's address must be visible through the envelope window. If the inserting system detects missing, duplicate, or out-of-sequence numbers, the system operator is alerted and attends to the problem.

The inserting system also checks the thickness of each envelope to ensure that the correct documents have been inserted. If no defects are discovered, the system seals the envelope.

8. A Pitney Bowes Model DM1000 imprints metered postage on the envelope.

**Objectives.** The State has the following objectives that it wants the Work to fulfill, and it will be the Contractor's obligation to ensure that the Work meets these objectives:

The State wishes to:

- Acquire the services of a Contractor to provide hardware, software, programming, consumables, and processing methodology to replace or update the current vehicle registration printing and mailing process,
- Acquire a system that provides increased quality assurance through improved workflow, processes, and updated technology,
- Acquire quality controlled vehicle registration forms and validation stickers,
- Reduce the need for operator intervention during the processing of vehicle registration forms and validation stickers, and
- Provide the ability for an operator, prior to printing a batch of vehicle registration forms, to designate that specific registrations be printed at the end of the batch out of sequential order.

The State will accept proposals for one of two options:

1. Option A will include a registration form that will be inserted in a #10 window envelope,
2. Option B will include a registration that is printed on a self-mailer form.

The State is interested in solutions that emphasize quality control and quality assurance. The quality of proposed vehicle registration forms and validations stickers must be consistent.

An offeror may submit multiple proposals; however, each must be for a single option. An offeror may submit a proposal for a solution that meets the Project requirements of Option A or Option B through an alternative methodology or process as long as the State can determine that the alternative methodology meets the technical requirements of this RFP. The Contract will be awarded to the solution that the State determines best meets its requirements for the Project.

**Overview of the Work's Scope.** The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

The Contractor must provide a completely operational system including hardware, software, and programming for printing the Vehicle Registration forms and validation stickers.

The Contractor's responsibilities include but may not be limited to providing:

- Vehicle Registration forms,
- Validation stickers that will be affixed to each Vehicle Registration form,
- Hardware, processing equipment, software, and programming required for successful production of the Regular and Dealer Vehicle Registration forms and stickers, and
- Training,
- Quality Control and Quality Assurance,
- Transition Services
- Ongoing system support to ensure business continuity.

**Calendar of Events.** The schedule for the RFP process and the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

**Dates:**

Firm Dates

RFP Issued:	April 24, 2008
Inquiry Period Begins:	April 24, 2008
Inquiry Period Ends:	May 16, 2008 at 8:00 a.m.
Proposal Due Date:	May 22, 2008 at 11:00 a.m.

Estimated Dates

Award Date:	September 2, 2008
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Estimated Work Dates

Work Begins:	September 8, 2008
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

## **PART TWO: STRUCTURE OF THIS RFP**

**Organization.** This RFP is organized into five parts and has 10 attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

### **Parts:**

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

### **Attachments:**

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|------------------|--|
| Attachment One   | Evaluation Criteria                      |
| Attachment Two   | Work Requirements and Special Provisions |
| Attachment Three | Requirements for Proposals               |
| Attachment Four  | General Terms and Conditions             |
| Attachment Five  | Sample Contract                          |
| Attachment Six   | Offeror Certification Form               |
| Attachment Seven | Offeror Profile Summary                  |
| Attachment Eight | Personnel Profile Summary                |
| Attachment Nine  | Planned Demonstration Criteria           |
| Attachment Ten   | Cost Summary                             |

### **Supplements:**

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|------------------|--|
| Supplement One   | W-9 Form   |
| Supplement Two   | Current Regular Registration (RREGFX01) Front and Back                     |
| Supplement Three | Field Widths for Regular Registration Form                                 |
| Supplement Four  | Current Dealer Registration (BMV4391) Front and Back                       |
| Supplement Five  | Field Widths for Dealer Registration Form                                  |
| Supplement Six   | U.S. Postal Service Mailing Standards                                      |
| Supplement Seven | Ohio Administrative Code 4501-27-07 Specifications for Validation Stickers |

### PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

**Contacts.** The following person will represent the State during the RFP process:

Procurement Representative:

Ellie Kohler  
Acquisition Analyst  
Office of Information Technology  
Acquisition Management Office

During the performance of the Work, a State representative (the "Work Representative") will represent the Office of Information Technology and be the primary contact for the Work. The State will designate the Work Representative in writing after the Contract award.

**Inquiries.** Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State's Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "**Find It Fast**";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective offeror's representative who is responsible for the inquiry,
  - Name of the prospective offeror,
  - Representative's business phone number, and
  - Representative's email address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this RFP,
  - The heading for the provision under question, and
  - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

**Amendments to the RFP.** If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror’s Proposal.

**Proposal Submittal.** Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and 8 copies of the technical section, and the package with the cost section also must be sealed and contain 2 complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “Vehicle Registration Forms or Validation Stickers RFP – Technical Proposal” or “Vehicle Registration Forms and Validation Stickers RFP – Cost Summary,” as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office 2003, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror’s Proposal on the hard copy.

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Office of Information Technology  
Contract Management Bid Room  
30 East Broad Street, 40<sup>th</sup> Floor  
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors

must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants that it will notify the Office of Information Technology in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

**Waiver of Defects.** The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes that it is in the State's interest and will not cause any material unfairness to other offerors.

**Multiple or Alternate Proposals.** The State welcomes multiple Proposals from a single offeror, but the State requires each such Proposal to be submitted separately from every other Proposal the offeror makes. Additionally, the offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials from another Proposal made by the offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

**Changes to Proposals.** The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

**Proposal Instructions.** Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants

clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

**Location of Data.** Unless the State agrees otherwise in writing, the selected offeror and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the offeror's Proposal. Additionally, if Attachment Two contains any restrictions on where the Work may be done or where any State data may be kept, the State may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

#### **PART FOUR: EVALUATION OF PROPOSALS**

**Disclosure of Proposal Contents.** The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

**Rejection of Proposals.** The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

**Evaluation of Proposals Generally.** The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Demonstrations;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

**Clarifications and Corrections.** During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

**Initial Review.** The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

**Technical Evaluation.** The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine

these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel that have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

**Requirements.** Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement that the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

**Cost Evaluation.** Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

**Demonstrations.** Offerors that rank the highest in the evaluation process will be invited to demonstrate their proposed solution from loading the State's data through preparing the Vehicle Registration for mailing. The equipment, forms, and stickers used for the demonstration must be the exact materials described in the offeror's proposal. The Contractor may not substitute other equipment, forms and stickers from those proposed without prior approval of the State. If an offeror does not present a demonstration or fails to furnish the required samples at the demonstration, the offeror's proposal may be eliminated from further consideration.

The demonstration will be conducted at an ODPS/BMV facility in Columbus, Ohio. The specific location will be announced. All costs of the demonstration are the sole responsibility of the offeror. The offeror will be given two business days (16 hours) to set up, synchronize, and prepare for the demonstration. The demonstration must not last longer than two consecutive hours within one day.

If an equipment failure occurs at any point of the demonstration, the offeror will be permitted one restart. However, the demonstration must be completed within the originally allotted 2-hour limit. If additional failures occur, the offeror's proposal may be eliminated from further consideration. The sample Vehicle Registration forms produced at the demonstration will become the property of ODPS/BMV.

The State's planned demonstration criteria are included as an Attachment to this RFP. Demonstration criteria may be tailored to reflect the offeror's proposed solution. The State will provide the final demonstration criteria when an offeror is invited to demonstrate its solution. The State normally will not rank demonstrations. Rather, the State may use the information it gathers during this process to reevaluate the technical merits of the Proposals.

**Determination of Responsibility.** The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to

the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

**Reference Checks.** As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

**Financial Ability.** Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

**Contract Negotiations.** The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

**Failure to Negotiate.** If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

## PART FIVE: AWARD OF THE CONTRACT

**Contract Award.** The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the offeror's Proposal. If an offeror answers yes or fails to answer any question on the form, the State may not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

**Contract.** If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract (Attachment Five) in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Office of Information Technology must sign any change order under or amendment to the Contract.

## ATTACHMENT ONE: EVALUATION CRITERIA

**Mandatory Requirements.** The first table lists this RFP's mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next part of the technical evaluation phase described in the next table.

Mandatory Requirements	Reject	Accept
The offeror's solution must include a thermal transfer printer.		
The offeror must have successfully completed 3 projects where the offeror provided equipment and services similar to those required for this project. At least 1 of the referenced projects must currently be in operation.		
The offeror's proposed sticker material must have been used in a minimum of 1 state or jurisdiction (e.g., Canadian province) for license plate validation stickers.		
The offeror's proposed printing solution must process a minimum of 2,400 forms per hour with one operator. The solution may include multiple printers. The offeror must include manufacturer's specification documentation that verifies printer output capacity.		

**Scored Criteria.** In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
Offeror Description	5	0	5	7	9
The offeror must have completed a minimum of 1 project where the offeror provided self-mailer or insert forms similar to those proposed for this project.	15	0	5	7	9
The offeror must have completed a minimum of 1 project that required the offeror to supply printers and other hardware similar to that proposed for this project.	15	0	5	7	9
The offeror must have completed a minimum of 1 project that required the offeror to provide software and programming similar to that proposed for this project.	15	0	5	7	9
The offeror must provide a listing of States or jurisdictions that previously used or are currently using the materials and processes proposed for this project.	5	0	5		
<b>Work Manager Criteria</b>					
Only 1 candidate for Work Manager may be submitted.					
Candidate must have experience on a minimum of 3 projects where the candidate was Work Manager. Referenced projects should be functionally similar to this project.	20	0	5	7	9
Candidate is certified by the Project Management Institute.	5	0	5		

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>Project Team Criteria</b>					
At least 1 candidate must have experience in a minimum of 2 projects functionally similar to this project where the candidate was responsible for installing a solution similar to that proposed for this project	10	0	5	7	9
At least 1 candidate must have experience in a minimum of 2 projects (functionally similar to this project) where the candidate provided training to technical and non-technical staff.	10	0	5	7	9
<b>Proposed System Solution</b>					
Vehicle Registration Forms	20	0	5	7	9
Validation Stickers	20	0	5	7	9
Hardware	20	0	5	7	9
Software and Programming	20	0	5	7	9
Vehicle Registration Form and Sticker Processing	20	0	5	7	9
System Security	20	0	5	7	9
Training	20	0	5	7	9
Vehicle Registration Form and Validation Sticker Packaging, Delivery, and Inventory	20	0	5	7	9
Quality Control and Quality Assurance	20	0	5	7	9
Transition	20	0	5	7	9
System Support	20	0	5	7	9
<b>Staffing Plan</b>	20	0	5	7	9
<b>Project Plan</b>	15	0	5	7	9
<b>Equipment and System Elements</b>					
Hardware	15	0	5	7	9
Vehicle Registration Forms	20	0	5	7	9
Validation Sticker	20	0	5	7	9
<b>Validation Sticker Certification</b>	20	0	5	7	9
<b>System Security Plan</b>	10	0	5	7	9

**Price Performance Formula.** The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

<b>Criteria</b>	<b>Percentage</b>
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

The offeror with the lowest proposed Not-To-Exceed Fixed Price will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Evaluation Price} / \text{Offeror's Evaluation Price}) \times 300$$

**Total Points Score:** The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

**ATTACHMENT TWO: WORK REQUIREMENTS AND SPECIAL PROVISIONS**  
**PART ONE: WORK REQUIREMENTS**

This attachment describes the Work and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule.

Proposals may be submitted for a registration form that is inserted in a #10 window envelope (Option A), a registration form that is distributed as a self-mailer form (Option B). An offeror may submit more than one proposal but each submission must be for only one option. And, an offeror may submit only one proposal for each option. The Contract will be awarded for the option that the State determines best meets its requirements for the Project.

**In addition to this RFP, two separate dummy data stream files are published on the State Procurement website. Offerors are encouraged to download and use these files to test their proposed system. Similar files will be used during the demonstration phase of the evaluation.**

**Scope of Work.**

The State will provide oversight for the Work, but the Contractor must provide overall Work management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Work. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a Work Manager for the Work. The Contractor must employ the proposed Work Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the effort.

The Contractor's Work Manager may work on-site at the Shipley Building, 1970 West Broad Street, Columbus, Ohio 43218-2081 or from the Contractor's offices. However, the Work Manager must be onsite at the Shipley Building for all regularly scheduled project meetings through the term of the Project. Also, the Work Manager must be available onsite at the Shipley Building within 48 hours after the State requests his or her presence. After Contract award, the State may determine that the Work Manager's attendance may be satisfied through conference calls or video conferencing.

The State does not require a fulltime Work Manager for this Project and it will be acceptable for the assigned Work Manager to be dedicated less than fulltime to this Project but the State must have assurance that the project will be properly managed throughout the term of the Project.

The State will provide staff, as it deems appropriate, to perform Project monitoring, participate in quality assurance and configuration management tasks, and Project reviews. The State's technical staff is expected to assume increasing support roles throughout the Project phases and will assume full maintenance responsibility of the completed Project following the warranty period and any optional maintenance periods.

The State intends to facilitate a successful transition from the existing Contract to the new Contract and will provide support to the successful offeror by providing reasonable technical assistance, as determined by the State, needed for a successful transition and implementation.

The Contractor must provide the registration form and sticker, affix the sticker to the form, print the form and sticker, and provide hardware, software and programming for integration of the Unisys SDF host computer data file with the Contractor's system. The Contractor must maintain the furnished equipment and software that will be performing these tasks and provide training, supplies and services required for the proposed system.

The Contractor must provide all consumable supplies, excluding #10 window envelopes, required for its solution (e.g., ink).

The Contractor must provide a complete backup system at an ODPS/BMV-designated site to ensure a continuous processing in the event of equipment failure. ODPS/BMV will designate the site based on the Contractor's solution.

If the offeror proposes a solution for Option A, the offeror may use the State's existing Pitney Bowes Model 8 Series friction-fed inserter equipment and the State will provide # 10 window mailing envelopes. The estimated cost of the envelopes will be added to the offeror's proposed cost for evaluation purposes. An offeror that submits a proposal for an Option A solution must provide burster(s) if they are necessary to separate the forms before forms are inserted into envelopes.

If the offeror submits a proposal for Option B, the offeror must provide the burster, folder, and sealing equipment compatible with its proposed form.

If an offeror submits a proposal for an alternative solution that requires envelopes, the offeror must include the cost of 3,000,000 #10 State-provided envelopes to its proposed cost for evaluation purposes. Only #10 State-provided envelopes will be acceptable.

**Option A (Insertion Card).** This option must include an insert registration form with an affixed validation sticker that will be mailed to vehicle owners in State-supplied #10 window envelopes. The proposed solution must process a minimum of 2,400 forms per hour and require only one operator.

**Option B (Self-Mailer).** This option must include a self-mailer registration form with an affixed validation sticker. The registration form must be self-sealing and must not require an additional envelope or insertion equipment. The self-sealing mailer must be ready for postage at the end of the burster sealing production stage. The proposed solution must process a minimum of 2,400 forms per hour and require only one operator. This includes all equipment needed for bursting, trimming, perforating, folding, and sealing the form into the self-mailer document.

No bursters or inserters are required for processing Dealer Registrations at the Shipley Building. The Contractor will be responsible only for any software and printers required for Dealer Registrations. After Dealer Registrations are printed, State staff is responsible for further processing and mailing.

#### **GENERAL SYSTEM AND EQUIPMENT REQUIREMENTS**

Fixed and variable information required on the Regular Vehicle Registration form is provided in Supplements Two through Four. Fixed and variable information required on the Dealer Vehicle Registration form is provided in Supplements Five through Seven.

During the term of the Contract, the State may change the information printed on the Vehicle Registration forms.

#### **A. Vehicle Registration Forms:**

1. One form, containing all information found on the current BMV 4621, will be required for Regular Vehicle Registration forms.
2. One form, containing all information found on the current BMV 4391, will be required for Dealer Vehicle Registration forms.
3. Regular Vehicle and Dealer Vehicle Registration forms must be identical in design and construction and only differ in the data printed on the forms and on the affixed validation stickers.
4. ODPS/BMV staff will be responsible for printing and processing the Vehicle Registration forms and validation stickers.
5. Forms must not stick together during the printing, handling, and distribution process or cause deposits on printer parts.
6. After storage for up to 6 months at temperatures between 60° and 80° Fahrenheit, forms must tolerate printing and document processing procedures without problems.
7. Vehicle Registration data includes but is not limited to:
  - a. Expiration month;
  - b. Expiration year;
  - c. Plate category; and

- d. County of vehicle registration.
  8. Application Numbering:
    - a. The State's Clearpath CS7802 generates unique alphanumeric Vehicle Registration form application identification numbers.
    - b. The application identification numbers are sent via FTP to the Contractor's system.
    - c. The application identification numbers must be printed on the registration form at the time the forms and stickers are printed for issuance.
    - d. The application identification numbers may not be preprinted on the Vehicle Registration forms.
  9. Batch Application Numbering:
    - a. The FTP data file includes a sequential number for the entire batch (i.e., if there are 16,000 records in a batch, each record will be sequentially numbered 1 through 16,000).
    - b. The Contractor's system must generate a separate sequential number that tracks different expiration years processed within the same batch.
      - Each registration within the batch must be assigned a sequential number to track different expiration years processed within the that batch (i.e., in the previous example of a batch of 16,000, if 10,000 registrations are for 2008 and 6,000 registrations are for 2009, registrations for 2008 would be numbered 1 through 10,000 and 2009 registrations would be numbered 1 through 6,000).
      - These sequential numbers require specific placement on the Vehicle Registration form.
  10. Legibility and Durability:
    - a. Font size must be 10 points, or larger and conform to U.S. Postal Service regulations for Optical Character Recognition (OCR) fonts in the address block;
      - A combination of upper and lower case characters will require a 12-point font to ensure that lower case letters can be scanned,
    - b. Information must be legible to be easily read by law enforcement personnel.
    - c. All printing must be in black ink.
    - d. Printed information must remain legible for a minimum of 2 years of normal use (i.e., carrying the folded card in a wallet or a vehicle glove compartment).
    - e. During the term of the Contract the State may choose to allow some vehicles, such as commercial trailers, to have multi-year registrations of up to 4 years.
  11. Perforations:
    - a. If the Contractor's proposed Vehicle Registration form is a continuous form, it must have perforations for bursting into individual forms for mailing.
    - b. If the Contractor's proposed Vehicle Registration form is a self-mailer, when folded, sealed, and ready for mailing the form must include:
      - Perforated tear-off strips for opening the forms.
      - A perforation for detachment of the registration card.
    - c. Vehicle Registration forms that become detached before printing will be considered defective and must be replaced by the Contractor at no additional cost to the State.
    - d. Perforation depth must be consistent to prevent problems during the bursting process.
  12. Bar Codes:
    - a. Vehicle Registration forms must provide space for a bar code and for the data stream that must be printed above the mailing address;
      - The forms may include 3 of 9 (Code 39) Optical Mark Recognition (OMR) codes and Optical Character Recognition (OCR) codes.
    - b. The Contractor must use bar codes and labels that identify the batch and production dates of the forms on the exterior of each carton and pallet of forms;
      - These bar codes will be used for inventory purposes and to identify batches that may be defective.
    - c. The State is considering the use of a 2-dimensional bar code.
- B. Validation Stickers:
  1. The Contractor must provide one validation sticker for each registration form and tip the sticker to the form.
  2. The sticker may be pre-tipped on the form or tipped to the form inline when the form is printed.
  3. Inline tipping of validation stickers will be acceptable if;
    - a. A one-pass uninterrupted operation is accomplished.
    - b. Multiple expiration years can be printed without manual intervention.

- c. It allows for changing rolls of validation stickers or stacked Vehicle Registration forms.
4. Validation stickers must be affixed to the Vehicle Registration forms before printing.
5. Sticker design and dimensions must;
  - a. Be 1" in height and 1½" in width.
  - b. Have rounded corners.
6. Sticker Material must;
  - a. Be made of retro-reflective sheeting material as required by the Ohio Administrative Code 4501-27-07 which is a Supplement to this RFP.
  - b. When totally wet by rain, have a coefficient of retro-reflection of not less than 90% of the materials retro-reflective dry value.
7. Sticker adhesive and protective backing sheet:
  - a. Stickers must have pressure sensitive adhesive on the back.
  - b. The pressure sensitive adhesive must be protected by a backing sheet.
  - c. The protective backing sheet must be able to be peeled from the sticker without the use of water or other solvents.
  - d. When the protective backing sheet is peeled from the sticker, the sticker and adhesive must remain intact.
8. Positioning of Stickers:
  - a. The sticker must be positioned accurately and consistently on each Vehicle Registration form.
  - b. Variable information printed on the sticker must be positioned properly and remain within the design area.
  - c. Sticker position must not cause misalignment of printed information on the Vehicle Registration.
  - d. Stickers must not come in contact any friction components of the processing equipment.
9. Affixed stickers must not have rough or unglued edges that catch or jam processing equipment.
10. Sticker background colors:
  - a. Stickers must have a different background color for each registration expiration year.
  - b. Required background colors for expiration years 2008 through 2011 are shown in the chart below with the corresponding Pantone Matching System (PMS) number.
  - c. The background color must exactly match to the PMS color to be uniform in appearance with:
    - Stickers of the same year that are manufactured by Ohio Penal Industries.
    - The print on demand system for issuance by Deputy Registrars.

Sticker Background Color Chart

Sticker Expiration Year	Transparent Color	VP Number	PMS Number
2008	White	5560	
2009	Black	5566	
2010	Red	5562	185C
2011	Blue	5565	308C

11. Sticker printing:
  - a. All printing on the stickers must be black.
  - b. No information shall be pre-printed on the validation expiration sticker.
  - c. Variable sticker information:
    - Will be provided in the FTP sent to the Contractor's system.
    - Must be printed at the same time as the variable information for the Vehicle Registration form.
  - d. Variable information on the stickers includes:
    - Registration expiration year code.
    - Numbers 1 through 12 to designate the registration expiration month.
    - A serial number of up to 9 alpha-numeric characters printed at the bottom of the sticker:
      - For Regular Vehicle Registration stickers, the vehicle license plate number will serve as the serial number.
      - For Dealer Vehicle Registration stickers, up to nine alphanumeric characters, supplied in the FTP data, will serve as the serial number.
  - e. To facilitate visual inspection of validation stickers, the expiration month and year code digits or the word 'VOID' (for duplicate Regular Vehicle Registrations or Dealer Vehicle Registrations) must:
    - Print in the center of the stickers.
    - Not be less than 1/2" height and 3/32" in stroke.
12. Sticker material and print durability:
  - a. The Contractor must warrant that the retro-reflective materials and adhesion of the stickers will last a minimum of 5 years from the date the sticker is issued by the BMV.
  - b. The Contractor must warrant that printing on the sticker will have a minimum of 2 years service life with solvent exposure, from date the sticker is issued by the BMV.
  - c. Stickers must meet the requirements of the Ohio Administrative Code 4501-27-07 which is a Supplement to this RFP.
  - d. Sticker adhesion must be warranted to remain durable and last a minimum of 5 years under normal road conditions. During that 5 year period, the sticker must not:
    - Crack.
    - Become brittle, flaky, discolored.
    - Acquire a powdery surface.
  - e. When stickers are applied to the vehicle license plate:
    - A minimum of 5 stickers should be able to be applied on top of each other.
    - Under normal service use, stickers must adhere to the surface of the license plate, for a minimum of 5 years without:
      - Fading.
      - Disintegrating.
      - Detaching from the license plate or a previous sticker to which it has been affixed.
  - f. After a sticker has been applied to a license plate, it must not be able to be removed intact.
  - g. Stickers applied correctly must not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents encountered in cleaning and washing service.
  - h. Printing on the sticker must have a 2 year service life if exposed to the following solvents:
    - Type Wash R41 cleaning solvent.
    - Thinner 185.
    - Water.
    - Windex™.
    - Ethanol.
    - Brake Fluid.
    - Gasoline.
    - Fuel Oil.
    - Diesel Fuel.
    - Abrasive soap.

C. Hardware:

1. The Contractor must provide all new equipment for bursting and printing (equipment used for the backup system may be previously used but must be inspected and certified and warranted to ensure that it operates as new).
2. The Contractor will retain ownership and maintenance responsibility for all equipment provided through the Contract resulting from this RFP.
3. The Contractor must provide cables, connectors, terminals, and any other hardware required for successful operation of the proposed system. The State will install this equipment.
4. The Contractor will retain ownership and responsibility for maintenance of all equipment provided through the Contract resulting from this RFP.
5. All electrical equipment must be designed and built so that a voltage fluctuation with a low of 90 and a high of 130 volts AC does not affect the performance of any equipment designed to operate on regular 110-volt/60-cycle AC.
6. All electrical equipment must be equipped with a grounded plug and meet Underwriter Laboratory Standards.
7. All electrical equipment must have a surge protection unit that will compensate for any voltage fluctuations.
8. Printer Requirements:
  - a. The Contractor must provide a sufficient number of thermal transfer printers to maintain production of a minimum of 2,400 forms per hour.
  - b. The proposed printers must have a document counter to record the daily total of forms produced.
  - c. The forms output from the printers must be stacked neatly.
  - d. Only one operator must be needed to maintain the printing operation.
  - e. The feed and output mechanism of the printer must accommodate lopsided stacked forms due to any variation in the thickness.
  - f. The printer must not damage the validation sticker or cause validation sticker adhesive to exude from the sticker.
  - g. The printing system must print 3 of 9 (Code 39), Optical Mark Recognition (OMR) codes and Optical Character Recognition (OCR) codes on the forms.

D. Software and Programming:

1. The system must maintain the sequential order of the Vehicle Registration data stream from the Contractor's server regardless of distribution of data between two or more printers simultaneously.
2. The Contractor must ensure integration of the Vehicle Registration FTP data from the State's host computer to the Contractor's printing system.
3. Vehicle Registration form data must be held in separate folders for a minimum of 45 days on the Contractor's system. After forty-five (45) days, the data file must be easily deleted.

E. Vehicle Registration Form and Sticker Processing:

1. Requires a single operator to control the process.
2. Maintains sufficient bin volumes and roll quantities of Vehicle Registration Forms and validation stickers as ready stock.
3. Provides ability to redirect print jobs to other selected printers.
4. Provides a simple procedure for loading Vehicle Registration forms and validation stickers.
5. Allows on-demand printing.
6. ODPS/BMV staff will be responsible for printing and processing the Vehicle Registration forms and validation stickers.

F. System Security:

1. The Contractor must ensure system security and adhere to all rules, policies and regulations regarding data security as found at: <http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>, State of Ohio IT Rules, Policies, Standards, Procedures & Bulletins.

G. Training:

1. The Contractor must conduct on-site, hands-on training sessions for no more than 8 total designated ODPS/BMV staff.
2. Training must cover all functions of the new system.
3. To minimize the impact of training on ODPS/BMV operations, training must be conducted in several sessions with up to 3 trainees at each session.
4. All training must be conducted Monday through Friday, from 8:00 am to 5:00 pm, Eastern Time.
5. Training will be held in Columbus at location(s) that will be determined after Contract award.
6. The State must approve the final training schedule.
7. All training must be completed prior to initiating acceptance testing.
8. The Contractor must supply reference manuals as follows:
  - a. Four hard copies with sections separated by indexed dividers.
  - b. Two copies in electronic format (i.e., CD or DVD) in Microsoft Word.
  - c. Manuals must be written in simple language at a 5<sup>th</sup> grade level.
  - d. Manuals must include pictures or drawings wherever possible for ease of locating and identifying of component parts.

H. Vehicle Registration Form and Validation Sticker Packaging, Delivery, and Inventory:

1. The Contractor must package the forms in a manner that minimizes warping, twisting, and curling.
2. The forms must be packed in consistent quantities and in the following manner:
  - a. Cartons:
    - Each carton must be labeled on the outside to indicate:
      - Quantity of Vehicle Registration forms.
      - ODPS/BMV Vehicle Registration form number.
      - Revision date.
      - Validation sticker expiration year and color.
      - Manufacture date.
      - "THIS SIDE UP" AND "FRAGILE" must be printed on the top surface.
      - Any other information required after Contract award.
    - After Contract award, the State will provide the Contractor with a template for the label format.
    - The Contractor must affix a temperature strip, or other temperature indicator, to the exterior of each carton. The temperature strip must indicate the highest temperature to which the carton is exposed during transit to ODPS storage.
    - The Contractor must not combine form numbers or expiration years within a carton.
    - Current cartons are approximately 9" wide by 11" long by 10" high.
    - Cartons must be delivered with the designated side UP and securely fastened to four-way style pallets.
  - b. Pallets:
    - The four-way style pallets must be 48" wide by 40" long,
    - Cartons must be secured to the pallet with shrink-wrap or stretch film,
    - Pallets must be loaded so that all carton labels are visible from the same end,
    - Pallets must be sufficiently sturdy and maintain the pallet load for a period of at least 1 year,
    - Each pallet must have a label that details:
      - Item,
      - Expiration year,
      - Quantity,
      - Manufacture date(s), and
      - Any other information required after Contract award.
    - After Contract award, the State will provide the Contractor with template for the label format.
    - Pallets loaded with Vehicle Registration forms must not be stacked at any time.
    - Cartons are to be peeled from the skid by layer (as opposed to vertical stack.).
    - The Contractor must not combine form numbers or expiration years within a pallet.
    - Maximum height of a loaded pallet must not exceed 62".
  - c. Delivery:

- Vehicle Registration forms and other supplies must be delivered in climate controlled vehicles to the ODPS Alum Creek Facility, 1583 Alum Creek Drive, Columbus, Ohio, 43209.
  - If the internal temperature of the delivery vehicle exceeds the finished form or sticker storage requirements, the Contractor must replace the forms.
  - The Contractor will not ship registration forms/stickers during three-day holiday weekends.
- d. Inventory:
- ODPS will maintain a 90-day supply of registration forms and stickers.
  - Orders for Vehicle Registration forms must be shipped within 30-days after receipt of order.
  - The Contractor may maintain an additional 45-day supply of forms and stickers.
- I. Quality Control and Quality Assurance:
1. The Contractor must identify, prevent, and ensure that they continuously provide non-defective services and materials.
  2. The Contractor's quality control methodology must ensure that the work fulfills the requirements of this RFP.
  3. The Contractor must ensure that appropriate quality control measures are being taken when registration forms and stickers are manufactured, packaged, and shipped.
- J. Transition:
1. The Contractor must permit ODPS to use any equipment and remaining registration and sticker inventory at no cost to the State until the supply is depleted.
- K. System Support:
1. Throughout the term of the Contract, the Contractor must provide technical support and maintenance of the system.
  2. The Contractor will not be responsible for problems outside their provided system.
  3. The Contractor must assist the State to resolve problems related to their system and respond to technical questions regarding their system.
  4. The Contractor must assist in identifying any problems which could interfere with system operation.
  5. The Contractor must:
    - a. Provide a toll free telephone number for State personnel to use for:
      - Technical and non-technical questions.
      - Problem solving and resolution.
      - Quality issues.
      - Maintenance support.
      - Ordering printer consumables.
      - Ordering Vehicle Registration forms and validation stickers.
    - b. Respond to requests for technical support within 30 minutes.
    - c. Ensure that a technician must be on-site within 4 hours and the problem must be resolved within 24 hours.
    - d. Technical support must be available Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time.
    - e. The Contractor must provide a complete backup system to ensure that if a Contractor-provided printer or server fails, production will not be affected.
    - f. Provide technical staff during the first 10 days that the system is in production. This staff must:
      - Work on-site at ODPS/BMV.
      - Assist ODPS/BMV personnel with technical questions and problems.
      - Work under the direction and supervision of the State Project Manager.

- L. State Responsibilities:
  - 1. The State will provide all software and programming required for the State's mainframe and for the registration database FTP. The State will not change insertion equipment or host programs other than to align with Contractor's proposed document processing system.
  - 2. State Acceptance of Vehicle Registration Proofs:
    - a. Within 14 calendar days after Contract award, the Contractor must submit proofs of the Vehicle Registration forms to the Department of Public Safety, Purchasing, 1970 West Broad Street, Columbus OH. 43223, Attn: Richard J. Imhoff, Chief.
    - b. The State will review and approve the forms layout and design.
    - c. Within 14 calendar days after the State has approved the Vehicle Registration forms, the Contractor must submit 500 forms, to the same address.
    - d. These forms, with affixed stickers will be tested in the production environment.
    - e. Forms may be subject to further changes based on the results of this test.
    - f. No production quantities will be run until the forms with affixed stickers test satisfactorily.

**OPTION A (INSERT REGISTRATION FORM) SPECIFIC REQUIREMENTS**

For Option A, the State will provide a Pitney Bowes Model 8 Series, friction fed inserter, to insert the Vehicle Registration forms into State-provided envelopes. The Contractor must supply any bursters required to separate the forms before they are inserted into the envelopes. The Contractor must also supply the inserter if the Contractor's solution is not compatible with the State's Pitney Bowes equipment.

The Contractor's solution must minimize card 'curl' and prevent the form from twisting and warping. If card 'curl,' twisting, or warping occur during the form insertion process, the Contractor must immediately replace the registration stock at no additional cost to the State. Sufficient Vehicle Registration form stock must be provided to ensure that the State maintains a 90-day supply.

- A. Option A Form Design. In addition to meeting all standard Vehicle Registration form requirements above, the proposed form design must:
  - 1. Be a single-part form with an affixed, detachable validation sticker,
  - 2. Fit in a standard #10 window envelope.
  - 3. Ensure that the recipient's name and address and Contractor-printed sequential batch number remain visible in the envelope window.
  - 4. Ensure that other information printed on the forms cannot be easily read through the envelope.
  - 5. Include the following additional detachable sections:
    - a. Stub with detachable validation sticker.
    - b. The Vehicle Registration card with all vehicle and owner information.
    - c. Supplemental information such as fees, taxes, control number, code entries, old plate number, old application number, and special plate information for owners to retain for their records.
  - 6. Standard form information that describes how the owner must display stickers and the list of vehicle registration codes may be preprinted on the back of the form.
  - 7. If the standard information is preprinted on the back of the form:
    - a. The portion of the form with the affixed sticker must direct the vehicle owner to view the back of the card for information regarding display of the form on the license plate.
    - b. The State should be provided with no more than a 45-day supply to allow for changes to the information.
  - 8. If the BMV wishes to change any pre-printed information, the State will give the Contractor 45-days notice of the change.
  - 9. Form design may indicate:
    - a. That the sticker can be detached at perforations.
    - b. Cut marks for removal with scissors.
  - 10. Instructions for sticker detachment must be printed on the sticker portion of the form.
- B. Insert Form Material, Color, and Size. If the Contractor's solution uses the Pitney Bowes Model 8 Series inserter the material must adhere to the following proportions:
  - 1. Thickness:
    - a. Minimum - 0.004" (.01 mm).
    - b. Maximum - 8 mm.

2. Height:
  - a. Minimum - 3 7/8".
  - b. Maximum 4".
3. Width:
  - a. Minimum 8-3/8".
  - b. Maximum 8-3/4".
4. Color: The form must be white.

**OPTION B (SELF-MAILER REGISTRATION FORM) SPECIFIC REQUIREMENTS.**

The offeror may propose a new form layout subject to approval by the State. Form design must be the same for both the Regular Registration and Dealer Registration forms and meet all U.S. Postal Service Requirements. Sufficient form stock must be provided to ensure that the State maintains a 90-day supply.

Postage will be metered by an ODPS/BMV Pitney Bowes DM1000 postage meter.

**A. Self-Mailer Form Design:**

1. In addition to meeting all standard Vehicle Registration form requirements above, the proposed form may:
  - a. Fold horizontally or vertically for sealing and mailing.
  - b. Include a window where the owner's name and address will appear.
  - c. May print the owner's name and address on the outside of the form.
  - d. Include ODPS/BMV return address information preprinted on the form.
2. The registration portion of the form must be easily detached from the mailer.
3. Sealed forms must include an area no less than 1 1/2" from the top right corner of the front of the form to accommodate postage metering.
4. The bottom of the forms must have sufficient space for printing post office bar codes.
5. Printed instructions for opening the forms must not interfere with optical scanning of mailing information.
6. Information printed on the forms must not be easily read through the envelope.
7. All information printed from the printing solution must be in black.
8. The return address and standard instructions may be preprinted on the form or printed when the variable information is printed.
9. The Vehicle Registration portion of the form must not include any pre-printed information in the vehicle registration part of the card.
10. Fixed information (i.e., headings and boxes) must be printed from the printing solution at the same time the variable information is printed. The Contractor may preprint the return address and general instructions on the forms or use a blank form and print all the information at the same time the forms and stickers are printed.
11. Forms with missing stickers must be identifiable.

**B. Form Sealing:**

1. Glue strips must lay flat and keep the forms sealed during handling and mailing.
2. If heat sealer equipment is required:
  - a. The equipment must not damage the sticker or cause the sticker adhesive to exude.
  - b. The equipment must be supplied by the offeror.
  - c. The heat sealing process must not:
    - Prevent stickers from being peeled from forms.
    - Cause the stickers and forms to stick together.

**C. Form Material and Color:**

1. The inside of the forms must be white.
2. Heading may be shaded with light blue or gray to decrease the visibility of the vehicle owner's personal data.
3. The form must meet all U.S. Postal Service requirements as described in the Supplement to this RFP.

**Optional:** During the term of this Contract, the State may wish to add printing and supplying of County Number stickers. County Number stickers conform to the same specifications as the Validation stickers and would be printed with the County Number of the vehicle owner. Two of these stickers, one for each license plate, would be required for each registration where it is determined necessary. Currently, there are approximately 15,000 vehicles each year that need these stickers resulting in approximately 30,000 stickers produced.

**Transition Period.** If this Contract is not renewed at the end of a term, is terminated prior to the completion of a term, or if a subsequent Contract is awarded to another Contractor, this Contract will continue for a reasonable transition period. During the transition period, the Contractor must provide transition assistance, as requested by the State, to allow services provided under this Contract to continue without interruption or adverse effect and to facilitate the orderly transfer of services to the State or to a subsequent Contractor.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements for the Work and complete all Work satisfactorily.

The Contractor must provide a completely operational system for printing the registration forms and validation stickers that will be mailed to dealers or vehicle owners.

**Maintain Work Plan.** The Work Plan must allow sufficient time for the State's staff to review all Work. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Work Plan. (See Attachment Three for components of the Work Plan.)

**Meeting Attendance and Reporting Requirements.** The Contractor's management approach to the Work must adhere to the following meeting and reporting requirements:

- Immediate Reporting - The Work Manager or a designee must immediately report any staffing changes for the Work to the Work Representative (see: Attachment Four: Part Two: Replacement Personnel).
- Attend Status Meetings - The Work Manager and other Work team members must attend status meetings with the Work Representative and other people deemed necessary to discuss Work issues. The Work Representative will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.
- Provide Status Reports - The Contractor must provide written status reports to the Work Representative at least one full business day before each status meeting.
- The Contractor's proposed format and level of detail for the status report is subject to the State's approval.
- Prepare Monthly Status Reports - During the Work, the Contractor must submit a written monthly status report to the Work Representative by the fifth business day following the end of each month. At a minimum, monthly status reports must contain the following:
  - A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost);
  - Updated Work schedule;
  - The plans for activities scheduled for the next month;
  - The status of any Deliverables;
  - Time ahead or behind schedule for applicable tasks;
  - A risk analysis of actual and perceived problems; and
  - Strategic changes to the Work Plan, if any.

**Performance Testing.** A performance test will be done.

Attachment Four: Part Five describes the procedure and criteria for testing.

**Work Hours and Conditions.** This Project requires that all work be accomplished in a manner that provides minimal interruption to the printing of Vehicle Registration Forms and Stickers. Pre-installation activities and planning and status meetings that involve State staff will occur during normal working hours on State property Monday through Friday, 8:00 AM to 5:00 PM.

## **PART TWO: SPECIAL PROVISIONS**

**Submittal of Deliverables.** The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

**Special Maintenance Standards.** The Vehicle Registration printing system must not have downtime, longer than 24 consecutive hours, Monday through Friday, due to failure of the Contractor's equipment. If a lengthy failure occurs, the Contractor must provide staff to complete any backlogged work.

If a failure of the Contractor's equipment or software results in more than two downtime periods exceeding 6 consecutive hours each within 5 consecutive business days, the equipment must be replaced with new equipment at no cost to the State.

**The Contractor's Fee Structure.** The Contractor will submit a monthly invoice for Vehicle Registration forms printed during the previous month at the proposed cost per Vehicle Registration form as identified on the Cost Summary Form.

**Reimbursable Expenses.** None

**Bill to Address.** The Ohio Department of Public Safety  
ATTN: BMV Fiscal  
P.O. Box 16520  
Columbus, Ohio 43216-6520

**Location of Data.** 1970 W. Broad Street  
Columbus, Ohio 43223

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

**Proposal Format.** Each Proposal must include sufficient data to allow the State to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

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

Each Proposal must contain the following:

- Vendor Information Form (OBM-3456)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Profile Summary Forms
  - Offeror Profile Summary Forms
  - Personnel Profile Summary Forms
- Proposed System Solution
- System Configuration
- Validation Sticker
- Sample Vehicle Registration Forms and Validation Sticker
- Validation Sticker Certification
- Validation Sticker Security Features
- Equipment and System Elements
- Mean Time between Failure of Proposed Hardware Components
- Staffing Plan
- Time Commitment
- Assumptions
- Work Plan
- Support Requirements
- Commercial Materials
- Warranty for Commercial Materials
- Remedies
- Proof of Insurance
- Payment Address
- Legal Notice Address
- W-9 Form
- Declaration Regarding Terrorist Organizations
- Cost Summary (must be separately sealed)

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-3456) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://obm.ohio.gov/forms/OAKS.asp>.

**Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

**Offeror Certification Form.** The offeror must complete Attachment 6, Offeror Certification Form.

**Offeror Description.** Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

#### **Profile Summary Forms**

**Offeror Profile Summary Form.** This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

**The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.**

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

**Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Work Name.** The offeror must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.

- Description of the Related Service Provided. The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Work. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.

The offeror must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**Required Experience and Qualifications.** The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the information in the same manner as described under Mandatory Experience and Qualifications above.

**THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE ABOVE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.** If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP, for each reference.

**Personnel Profile Summaries.** Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment Eight, and the offeror must use these forms and fill them out completely for each reference.

**The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.**

The offeror must propose a Work team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below:

- a) Candidate References. If the offeror provides less than three work experiences, the offeror must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.
- c) Mandatory Experience and Qualifications.

The offeror must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the

mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive.

- d) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. (Refer to Attachment Eight.)

For each reference, the offeror must provide the following information:

- Candidate's Name.
- Contact Information. The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RFP. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work 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.

**Proposed System Solution.** The offeror must describe in detail how its proposed solution meets the functional and technical requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands the functionality and the technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

In this section of the Proposal, the offeror must describe how its proposed system meets the RFP requirements for:

1. Vehicle Registration Forms: The offeror's proposal must meet all general requirements for Vehicle Registration forms and any requirements specific to Option A or Option B as appropriate to the offeror's solution,
2. Validation Stickers: The offeror's proposal must meet all general requirements for Validation Stickers and any requirements specific to Option A or Option B as appropriate to the offeror's solution,
3. Hardware,
4. Software and Programming,
5. Vehicle Registration Form and Sticker Processing,
6. System Security,
7. Training,
8. Vehicle Registration Form and Validation Sticker Packaging, Delivery, and Inventory: In addition to the requirements in Attachment Two, the offeror must describe how the Vehicle Registration forms will be packaged (i.e., cut card/sheet, rolls, fan folded, etc.),

9. Quality Control and Quality Assurance,
10. Transition, and
11. System Support: In addition to the support and maintenance requirements in Attachment Two, the offeror must provide a business continuity plan that ensures continuity of operations.

Offerors must describe in their proposals how their proposed equipment would manage multi-year registrations. The State may implement multi-year registrations of up to 4 years in the future. Offerors must also address the scalability of their system for printing multi-year registrations.

**System Configuration.** A schematic drawing of the proposed configuration required to support the System must be provided including the equipment being proposed.

The Offeror must:

- a. Provide published technical documentation for all hardware proposed;
- b. Provide photographs or pictures in published technical documents of the proposed Systems;
- c. Describe physical security means to provide for the System's security features; and
- d. Describe the operating environment and any special equipment requirements (i.e. equipment requires 220 volts AC).
- e. Include the following life cycle information with each hardware and software product recommended in the response to the RFP:
  - Introduction date (date product was announced);
  - First installation date (date product was first installed at customer site);
  - Date of last support (date manufacturer will discontinue support);
  - Mean Time between Failure (MTBF), including testing or certification source must be listed in Attachment Eleven, Table 4.

**Validation Sticker** The Offeror must provide in their proposal, details of the manufacturer, sticker material, brand, name, number and manufacturer's warranty, as applicable. The Offeror is required to certify on company letterhead, signed by their authorized representative or their validation sticker materials source that the stickers meet the requirements as set forth in Attachment Two, 'Design, Dimension and Testing of Validation Stickers.'

The Offeror must describe in their proposal any special sticker material or coating to be used in printing information on the sticker. Also, the clear coat or protected process used for the sticker must be described in the proposal. Form material thickness, coating (as applicable), form material as received (rolls, cut card etc.), and color proposed must be described in the proposal.

**Sample Vehicle Registration Forms and Validation Sticker.** The offeror must provide a sample of its proposed Vehicle Registration Forms with an affixed validation sticker. The forms must demonstrate the proposed:

1. Design,
2. Construction,
3. Color,
4. Shading,
5. Dimensions,
6. Printing, and
7. Detachment sections and strips.

Printing on the samples must demonstrate both fixed and variable information as described in the Scope of Work and provided through the dummy data stream.

If a self-mailer form is proposed, and if a window is used in the form design, the sample must show the window size and location on the form, form sealing areas, and form opening instructions. If a self-mailer, the offerors must describe in their proposal how forms with missing stickers can be identified.

Sample forms and stickers must be the exact forms and sticker that the offeror proposes for the Project. Forms and stickers must be printed using the exact equipment proposed for the Project.

**Validation Sticker Certification.** The offeror must include manufacturer's documentation and testing data from an independent certified laboratory that demonstrates that the offerors proposed sticker meets or exceeds the RFP requirements for the durability. At a minimum, the certification must show that the stickers have passed the following:

1. **Toner Adhesion Testing.** The purpose of the test is to determine that an imprint remains and does not smear when:
  - a) A rip of Scotch™ brand cellophane tape Number 600 ¾" wide, applied to a properly cured area, is removed in one quick motion;
  - b) The printed area is rubbed with bare finger pressure;
  - c) The printed area is rubbed with a normal pencil/typewriter eraser;
  - d) The following solvents are applied to the surface and the surface is scrubbed as described below:
    - Type Wash R41 cleaning solvent;
    - Thinner 185;
    - Water;
    - Windex™;
    - Ethanol;
    - Brake Fluid;
    - Gasoline;
    - Fuel Oil;
    - Diesel Fuel; and
    - Abrasive soap.
2. **Scrub Procedure.** A wet "Q-tip" type cotton swab (mounted on the end of a stick) has the respective solvent or cleaner applied.
  - a) The tester holds the swab at a 45-degree angle to the test sticker and with approximately 40 grams of pressure, and wipes the wet swab back and forth across the printed sticker for 10 cycles, where one cycle is one stroke across the sample and back. The tester conducts the same test on a second sample for 25 cycles.
  - b) Results. The sample passes if the solvent or cleaner does not solvate the print sufficiently to dissolve through to the substrate, and does not smear or make the print unreadable due to any partially dissolved materials.

**Validation Sticker Security Features.** If the offeror has additional security features that may be added to the validation sticker, the offeror should describe those features here. The cost of additional security features should not be included in the Proposed Cost per Verified Validation Sticker on the Cost Summary Form.

**Equipment and System Elements.** The offeror must identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

The equipment and other system specifications in this RFP are minimum Project requirements. The offeror may include features, equipment, or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements for the Project. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

The Contractor must provide electrical schematics and amperage requirements for their proposed solution. Any equipment requirement for 220 volts AC must be identified.

The Offeror must identify by manufacturer and model all equipment that will be required to implement and operate the proposed solution. The offeror must include manufacturer specification sheets for each piece of hardware. Equipment that requires other than typical office environment power or connections must be identified.

Offerors must describe how their proposed equipment will process multi-year registrations and whether the system will accomplish this with dedicated printers. The State may implement multi-year registrations

of up to 4 years during the term of this Contract. Scalability of the proposed system to accomplish printing of multi-year registrations must be addressed.

**Mean Time Between Failure of Proposed Hardware Components.** This chart should be completed to show the mean time failure rate for each hardware component to be provided by the offeror. Add lines as necessary.

Hardware	Mean Time Between Failure Hours/Days

**Staffing Plan.** The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual’s responsibilities on the Project. The State also requires 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:

- A matrix matching each team member to the staffing requirements in this RFP;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project’s due date(s); and
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace.

**Time Commitment.** The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Work Manager and the offeror’s proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Work Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Work Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror’s performance.

**Assumptions.** The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

**Work Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a Work Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan must include detail sufficient to give the State an understanding of how the offeror’s knowledge and approach will:

- Manage the Work;
- Guide Work execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders; and
- Define key management review as to content, scope, and schedule.

**Support Requirements.** The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

The State will provide a workstation for the contractor(s) during the life of this contract. A workstation consists of a work pod, chair, telephone, computer, and connection to the State's network, which provides access to the Internet.

Any consumable supplies (i.e., paper, pens, folders, etc.) used by the Contractor for this project will be provided at the Contractor's expense.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unable or unwilling to meet the requirements.

**Commercial Materials.** The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the licensor, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Four also may result in a rejection of the offeror's Proposal.

**Warranty for Commercial Materials.** If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Four, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license for the Deliverable. Any deviation from the standard warranty in Attachment Four may result in a rejection of the offeror's Proposal.

**Remedies.** Offerors must provide a statement agreeing to pay the State for all actual and direct damages caused by the offeror. If actual, direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amounts specified below. The offeror statement must expressly include the following acknowledgements:

**Vehicle Registration and Validation Stickers:** If any validation sticker fails to meet the requirements of this RFP, the Contractor must compensate the State for its actual losses:

- a. The cost of labor required to reprint Vehicle Registration forms and validation stickers,
- b. Administrative costs (i.e., postage for replacement, labor for distribution, handling, etc.).
- c. Failure to meet warranty requirements as stated in Validation Sticker Requirements section will result in remedies based on the cost per form and sticker plus the administrative cost delineated above. The quantity of defective stickers will be determined by the State and their production lot will identify defective stickers. State administrative cost will be no greater than 1% of the per-transaction Contractor agreed-to cost for a form/sticker for each defective sticker. Validation stickers may be determined to be defective based on description set forth in Ohio Administrative Code 4501-27-07 which is a Supplement to this RFP.

**Proof of Insurance.** The offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.

**Payment Address.** The offeror must give the address to which the State should send payments under the Contract.

**Legal Notice Address.** The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

**W-9 Form.** The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

**Declaration Regarding Terrorist Organizations.** The offeror must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations in its entirety. The offeror must submit at least one originally signed copy of this form, which should be included with the offeror's originally signed Proposal. All other copies of the offeror's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

**Cost Summary.** This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Contractor will submit a monthly invoice for Vehicle Registration forms successfully printed during the previous month at the proposed cost per Vehicle Registration form as identified on the Cost Summary Form.

If the offeror is proposing Option A, the cost of envelopes will be added to the Cost summary to normalize the offeror's Total Evaluation Price for evaluation purposes.

**Note: This RFP only provides an estimate of the State's yearly transactions. No guarantee is made of any specific amount to be purchased. All project costs must be included in the proposed Cost per Unit. No project costs will be paid separately. The Contractor will be paid on a monthly basis for verified Vehicle Registrations printed during the previous month at the proposed Unit Cost as identified on this form. Verified Registrations will mean those that have successfully printed and can be mailed to the vehicle owner. The transaction rate will not be paid for Registrations that cannot be mailed.**

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for the entire Project must be represented as the total evaluation price.

**The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.**

## ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

**Statement of Work.** The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2011. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part II of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's total evaluation price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the total evaluation price, unless the RFP expressly provides otherwise.

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Work Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

**Reimbursable Expenses.** The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

**Right of Offset.** The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

**Certification of Funds.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

**Employment Taxes.** All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

**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 Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will 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 a later time.

## **PART TWO: WORK AND CONTRACT ADMINISTRATION**

**Related Contracts.** The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

**Other Contractors.** The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

**Subcontracting.** The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the

Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

**Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed.

**Audits.** During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

**Insurance.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

**Replacement Personnel.** If the RFP Documents contain the names of specific people who will do the Work, 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 must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five 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 select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.

(b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

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. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

**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 also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, 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 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 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 immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 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 times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three 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 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

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 must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report

must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will 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 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 that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if 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 Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work 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 State will calculate the amount of compensation due to the Contractor for work performed before the suspension 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, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

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 Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the 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 Work. 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 may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 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 must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

**Representatives.** The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Work Manager under this Contract will be the person identified on the RFP Documents as the "Work Manager." The Work Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Work Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Work Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

**Work Responsibilities.** The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

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

If any part of the Work 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 must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

**Changes.** The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery

schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Office of Information Technology for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

**Excusable Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must 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 also must 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 controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

**Independent Status of the Contractor.** The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit,

and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

**Publicity.** The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

### **PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

**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 interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must 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 excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must 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 Work. 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 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 must cause all of its Personnel 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) except as provided in the next paragraph, 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 must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

**Ownership of Deliverables.** In the case of hosted services, the State will receive a license only to use the Commercial Material and any customization to the Commercial Materials during the term of the Contract, or an applicable order under it, and the license will expire on termination of the Contract without renewal. This includes all Commercial Software, including its source code and documentation. All data contained in the Registration and Validation Sticker Printing System will belong solely and exclusively to the State.

Within 30 days of notification of termination of this Contract, or an order under it, the Contractor must provide the State with a dedicated data files suitable for importation into commercially available database software (e.g., MSAccess or MS-SQL). The dedicated data files will be comprised of the State's data contained in the State's system. The structure of the relational database will be specific to the State's data and will not be representative of the Contractor's proprietary database.

**License in Commercial Material.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is 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 RFP Documents or as an attachment referenced in the RFP Documents, 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 the State's Confidential Information. 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.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

## **PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

**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; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

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) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work. The Contractor also must 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 will 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 must do one of the following 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.

**GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.**

**Indemnity for Property Damage and Bodily Injury.** The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

**Limitation of Liability.** Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the total evaluation price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

## **PART FIVE: ACCEPTANCE AND MAINTENANCE**

**Acceptance.** There will be no formal acceptance procedure unless the RFP Documents expressly provide otherwise. If the RFP Documents do 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 this Contract. The Work Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Work as a whole does not meet the requirements of this Contract. If the Work Representative issues a letter of noncompliance, then the Contractor will have 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 Work Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Work 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 30 day period, the Work Representative will issue the acceptance letter within 15 calendar days.

If the Work fails to meet the standard of performance after 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 Work.

**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.

## **PART SIX: CONSTRUCTION**

**Entire Document.** This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

**Binding Effect.** This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**Amendments – Waiver.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

**Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

**Construction.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

**Continuing Obligations.** The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

**Time.** Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

## **PART SEVEN: LAW AND COURTS**

**Compliance with Law.** The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

**Drug-Free Workplace.** The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**Conflicts of Interest.** None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work 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 must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But 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.

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

**Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

**Declaration Regarding Terrorism.** In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

- (a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- (b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; and
  - (2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

**Unresolved Finding for Recovery.** If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**Equal Employment Opportunity.** During the Work, the Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor must ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor must post notices with the provisions of this section in conspicuous places that are available to employees and applicants and must state in all solicitations and advertisements for employees that it is an equal opportunity employer.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

**Governing Law.** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE OFFICE OF INFORMATION TECHNOLOGY  
ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY**

**AND**

\_\_\_\_\_  
(CONTRACTOR)

**THIS CONTRACT**, which results from RFP 0A1028 entitled \_\_\_\_\_, is between the State of Ohio, through the Office of Information Technology, on behalf of \_\_\_\_\_, and \_\_\_\_\_ (the "Contractor").

This Contract consists of the referenced RFP, including all its attachments and supplements, written amendments to the RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also includes any materials incorporated by reference in the above documents and any purchase orders and Change Orders issued under the Contract. The form of the Contract is this one page document, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in an attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This document;
2. The RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of \_\_\_\_\_, 20\_\_\_\_, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO  
OFFICE OF INFORMATION TECHNOLOGY

**SAMPLE – DO NOT FILL OUT**

By: \_\_\_\_\_

By: «OIT\_DIRECTOR»

Title: \_\_\_\_\_

Title: «OIT\_DIRECTOR\_TITLE»

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT SIX**

**OFFEROR CERTIFICATION FORM**

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror 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 offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror 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 offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror 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 offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror 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 Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<b>Potential Conflicts (by person or entity affected)</b>

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that it's regular, fulltime employees will perform at least 30% of the Work.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:


The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

Please provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company D-U-N-S Number



**ATTACHMENT SEVEN  
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS CONTINUED**

**MANDATORY REQUIREMENT:** Duplicate this form as necessary to provide sufficient evidence that the offeror meets the requirement of: The offeror’s proposed sticker material must have been used in a minimum of 1 state or jurisdiction (e.g., Canadian province) for license plate validation stickers.

<b>Client Company Name:</b>	<b>Client Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>	
<b>Client Company Address:</b>	<b>Client Contact Phone Number:</b>  <b>Contact Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b>  Month/Year	<b>Ending Date of Experience:</b>  Month/Year
<b>Describe the services provided for the referenced project that are similar to those proposed for this project:</b>		

**ATTACHMENT SEVEN  
OFFEROR PROFILE SUMMARY**

**OFFEROR MANDATORY REQUIREMENTS CONTINUED**

**MANDATORY REQUIREMENT:** Duplicate this form as necessary to provide sufficient evidence that the offeror meets the requirement of: The offeror's proposed printing solution must process a minimum of 2,400 forms per hour with one operator.

<b>Client Company Name:</b>	<b>Client Contact Name:</b> (Indicate Primary or Alternate)  <b>Contact Title:</b>	
<b>Client Company Address:</b>	<b>Client Contact Phone Number:</b>  <b>Contact Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b>  Month/Year	<b>Ending Date of Experience:</b>  Month/Year
<p><b>Describe the services provided for the referenced project that show that the printing solution requires a single operator to process a minimum of 2,400 forms per hour.</b></p> <p><b>Does the solution provided for the referenced project require multiple printers? If yes, how many are required to print a minimum of 2,400 per hour?</b></p> <p><b>Include the manufacturer's specification documentation for the referenced printers that verifies printer output capacity.</b></p>		







## **OFFEROR PROFILE SUMMARY**

### **OFFEROR REQUIREMENTS CONTINUED**

**REQUIREMENT:** On this page, provide a listing of States that previously used or are currently using the materials and processes proposed for this project.







**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY  
(Experience and Qualifications)**

**CANDIDATE EDUCATION AND TRAINING**

<b>Candidate's Name:</b>
--------------------------

**Education and Training.** This section must be completed to list the education and training of each key candidate and must demonstrate in detail the key candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

<b>EDUCATION AND TRAINING</b>	<b>MONTHS/ YEARS</b>	<b>WHERE OBTAINED</b>	<b>DEGREE/MAJOR YEAR EARNED</b>
<b>College</b>			
<b>Technical School</b>			
<b>Other Training</b>			

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)  
Work Manager**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** Duplicate this form as necessary to provide sufficient evidence that the candidate meets the requirement of: Candidate must have experience on a minimum of 3 projects where the candidate was Work Manager. Referenced projects should be functionally similar to this project.

<b>Client Company Name:</b>	<b>Client Contact Name:</b> Primary or Alternate	<b>Client Contact Title:</b>	
<b>Client Company Address:</b>		<b>Client Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>		<b>Beginning Date of Experience:</b> Month/Year	<b>Ending Date of Experience:</b> Month/Year

**Provide a separate form for each referenced project.**

**Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:**

**How is the referenced project functionally similar to the state of Ohio project?**

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)  
Work Manager**

Candidate's Name:

Attach a copy of the PMP certification here.

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)  
Project Team Member**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** Duplicate this form as necessary to provide sufficient evidence that the candidate meets the requirement of: At least 1 candidate must have experience in a minimum of 2 projects functionally similar to this project where the candidate was responsible for installing a solution similar to that proposed for this project.

<b>Client Company Name:</b>	<b>Client Contact Name:</b> <small>Primary or Alternate</small>	<b>Client Contact Title:</b>	
<b>Client Company Address:</b>		<b>Client Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> <small>Month/Year</small>	<b>Ending Date of Experience:</b> <small>Month/Year</small>	

**Provide a separate form for each referenced project.**

**Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:**

**How is the referenced project functionally similar to the state of Ohio project?**

**ATTACHMENT EIGHT  
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS  
(Experience and Qualifications)  
Project Team Member**

<b>Candidate's Name:</b>
--------------------------

**Requirement:** Duplicate this form as necessary to provide sufficient evidence that the candidate meets the requirement of: At least 1 candidate must have experience in a minimum of 2 projects (functionally similar to this project) where the candidate provided training to technical and non-technical staff.

<b>Client Company Name:</b>	<b>Client Contact Name:</b> Primary or Alternate	<b>Client Contact Title:</b>	
<b>Client Company Address:</b>		<b>Client Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> Month/Year	<b>Ending Date of Experience:</b> Month/Year	

**Provide a separate form for each referenced project.**

**Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:**

**Describe the type(s) of training. Describe the type(s) of work that the trainees performed to show that they included both technical and non-technical staff.**

**How is the referenced project functionally similar to the state of Ohio project?**

**ATTACHMENT NINE**

**PLANNED DEMONSTRATION CRITERIA**

If an equipment failure occurs at any point of the demonstration, the offeror will be permitted one restart. However, the demonstration must be completed within the originally allotted 2 hours limit. If additional failures occur, the offeror's proposal may be eliminated from further consideration.			
FAILURE		MAXIMUM NUMBER OF ALLOWABLE FAILURES	
		Printer(s)	Document Processing Equipment
1.	Equipment malfunction or jam	One Restart	One Restart
2.	Form/Sticker damaged duplicated, misaligned, or sticker detached from form.	One Restart	One Restart

Additional Demonstration Criteria (If applicable for the solution)	Meets	Does Not Meet	Not Applicable
The printing system can print the registration card and affixed sticker using the registration data flow from a State provided files or appropriate dummy data files.			
Sticker color(s) conform(s) to RFP specifications. Samples must be provided.			
The sample sticker provided in the Proposal meets the durability requirements of the RFP.			
Sticker and form output is consistently clear, accurate and legible.			
The printing system tips the validation sticker in-line on the form.			
The printing system prints forms and stickers for regular issue registrations and for Dealer Licensing issuance.			
The printing system separates the registrations by expiration year and subsequently prints the different year registrations.			
The printing system prints registration forms and affixed validation stickers demonstrating a change in registration expiration month and also a change in registration expiration year.			
Output is consistently uniform and correct to data stream output.			
The printing system will permit selected registrations to: Not Print the registration Print the registration at the end of a batch Re-print a registration from the 'already run' data file.			
The printing system registration forms and affixed stickers are compatible with the Offeror's equipment and any state-owned equipment used to process the forms and apply postage without problems: (e.g., no jams, pauses, skips, misfeeds, or any other mechanical failures are experienced.)			

**ATTACHMENT NINE**

**PLANNED DEMONSTRATION CRITERIA CONTINUED**

Additional Demonstration Criteria (If applicable for the solution)	Meets	Does Not Meet	Not Applicable
The printing system registration forms and affixed stickers are compatible with the Offeror's equipment and any state-owned equipment used to process the forms and apply postage without problems: (e.g., no jams, pauses, skips, misfeeds, or any other mechanical failures are experienced.)			
The system's printer(s) produces not less than 40 registration forms with affixed validation sticker within one minute with one operator, and document processing equipment processing not less than 40 forms per minute with one operator and accommodating forms with varying thickness (due to the sticker).			
Two (2) 5-minute runs will be accommodated, where an average of not less than 200 consistent, uniform and unblemished registrations must be printed. If the Offeror has one passing run and one failing run, one (1) additional 5-minute run will be allowed to decide if the Offeror meets this criteria.			
The printing system's printer(s) form output neatly stacked in series sequence to facilitate operator handling,			
The printing system maintains the sequential order of registration stream data provided in the FTP data by the State's host computer.			
The Offeror demonstrates minimal operator intervention needed to operate the system, which is to be demonstrated regardless of the distribution of the data between one or more printers simultaneously.			
The solution should provide a counter to show the daily total number of forms printed.			
The system does not result in stickers becoming detached from forms, glue extruding from stickers, or form malfunctions causing problems in the processing and mailing of registration renewals to vehicle owners.			
If a self-mailer option is demonstrated, the bursting and folding process results in complete, uniformly folded, ready-to-mail examples. Mailer edges line up, are sealed to specification and all appropriate data is visible as required by this RFP.			
If an inserter option is demonstrated, the final example will result in a complete insert card or an 8.5 inch x 11 inch form that can be folded by the state-owned inserter. A run of these examples will then be tested on the State's existing Pitney Bowes Model 8 Series friction fed inserter equipment for compliance.			
If an alternative option is demonstrated, the final example will result in solution that meets the requirements of the RFP.			
From the resulting examples, 5 random samples from each of the two 5-minute test runs must pass a simple toner adhesion test as described in the RFP.			

**ATTACHMENT TEN**

**COST SUMMARY**

**Note:** This RFP only provides an estimate of the State's yearly transactions. No guarantee is made of any specific amount to be purchased. All project costs must be included in the proposed Cost per Unit. No project costs will be paid separately. The Contractor will be paid on a monthly basis for verified Vehicle Registrations printed during the previous month at the proposed Unit Cost as identified on this form. Verified Registrations will mean those that have successfully printed and can be mailed to the vehicle owner. The transaction rate will not be paid for Registrations that cannot be mailed.

**Option A Cost Form:**

Proposed Cost per Verified Registration	x	Estimated Yearly Verified Registrations	=	Estimated Cost per Year	x	Term of Contract	=	Evaluation Price of Verified Registrations
<b>Example:</b>								
\$ .01289	x	3,000,000	=	\$38,670.00	x	6 years	=	<b>\$ 232,020.00</b>
\$	x	3,000,000	=	\$	x	6 years	=	\$
<b>Total Not-to-Exceed Evaluation Price</b>								\$

**Option B Cost Form:**

Proposed Cost per Verified Registration	x	Estimated Yearly Verified Registrations	=	Estimated Cost per Year	x	Term of Contract	=	Evaluation Price of Verified Registrations
\$	x	3,000,000	=	\$	x	6 years	=	\$
<b>Total Not-to-Exceed Evaluation Price</b>								\$

**Optional:** Additional cost per transaction for adding County Stickers (approximately 30,000 stickers, 2 per registration)

\$ \_\_\_\_\_

<b>Performance Bond Cost</b>
\$

**ATTACHMENT TEN**

**COST SUMMARY**

The chart below provides only an estimate of the State's requirements for additional technical services if needed. No guarantee is made of any specific amount to be purchased. Offerors must complete the required pricing information below. This pricing will be used if additional programming is needed after the Vehicle Registration and Validation Sticker Printing System is accepted.

<b>Technical Staffing Costs</b>	
<b>Position</b>	<b>Proposed Hourly Rate</b>
<b>Programmer Analyst</b>	\$
<b>Forms Administrator</b>	\$

Insert additional rows as necessary.



**ATTACHMENT TEN**

**COST SUMMARY**

**Additional System Options.** During the term of the Contract, the State may require the Contractor to provide additional system options. Complete the table below to provide the estimated cost of each of the following:

<b>Option 1</b>	<b>Estimated Cost</b>
Cost of adding a printer. Include in the Estimated Cost the Printer, Print Driver, Installation, and Configuration, if required.	\$

<b>Option 2</b>	<b>Estimated Additional per Registration Transaction Cost</b>
Cost of adding additional validation sticker security features. List the additional security features identified in the proposal and provide a per transaction cost for each. Additional lines may be added to this chart if necessary.	
1.	\$
2	\$
3	\$
4	\$

# SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers.  
The total number of pages indicated on the cover page does not include the pages contained in this supplement.

# **SUPPLEMENT 1**

## **W-9 FORM**

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do NOT send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) \_\_\_\_\_

Business name (Sole proprietors see instructions on page 2.) \_\_\_\_\_

Please check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.) \_\_\_\_\_ Requester's name and address (optional) \_\_\_\_\_

City, state, and ZIP code \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional) \_\_\_\_\_

**Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)**

**Part III Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

<b>Sign Here</b>	Signature ▶ _____	Date ▶ _____
------------------	-------------------	--------------

*Section references are to the Internal Revenue Code.*

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

**Note:** Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

**Penalties**

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

**Sole Proprietor.**—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

**Part I—Taxpayer Identification Number (TIN)**

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

**Part II—For Payees Exempt From Backup Withholding**

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8, Certificate of Foreign Status**.

**Part III—Certification**

For a joint account, only the person whose TIN is shown in Part I should sign.

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other Payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

**Privacy Act Notice**

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## **SUPPLEMENT 2**

**Current Regular Registration (RREGFX01)  
Front and Back**

STATE OF OHIO - BUREAU OF MOTOR VEHICLE REGISTRATION CARD APPLICATION NO. 045139BB

WEIGHT 000000	DATE PURCHASED 02/28/1985	COUNTY AD01	AGENCY NO. 9995	ISSUE DATE 02/12/2008	EXPIRATION DATE 03/04/2009	CONTROL NO. 0000099950403872	LICENSE NO. TST0001	REG. CODE (1) CLASS PC	TYPE R
LOCAL TAX 0.00	REG. FEE 69.85	PLATE FEE	SPECIAL FEE 0.00	OWNER NAME TEST NAME1		CODE (2) PC	CODE (3) S		
OWNER'S RESIDENCE-TAXING DISTRICT 0101	TOTAL FEE 69.85	OWNER ADDRESS 1970 W BROAD ST		VEH. TYPE 4S	VEH. YEAR 1956	MAKE FOR			
CITY / TOWNSHIP CHERRY FORK	POST OFFICE CHERRY FORK	STATE OH	ZIP 45618	VEH. SERIAL NO. 00001243000019384					
LEASE / TAX I.D. NO.	ADDITIONAL NAME TEST NAME2		TITLE 0109194						
ODOMETER 0000000		SEATING CAP.							
OLD PLATE TST0001		OLD APPLICATION UK48738							
SPECIAL PLATE PERSONAL									

TST0001 000056 G 00002 \*\*  
 TEST NAME1  
 1970 WEST BROAD ST  
 CHERRY FORK OH 45618

DDA ohRevRegInv 2-22-2008 dm5 Form RREGFX01 00002

Place sticker on clean, dry surface. If plate has a previous sticker attached, place new sticker to cover old sticker.  
 TO REMOVE STICKER BEND PAPER AND PULL OFF FROM BOTTOM.  
 NOTE: do not moisten sticker or apply at temperatures less than 0° F.



STATE OF OHIO - BUREAU OF MOTOR VEHICLE REGISTRATION CARD APPLICATION NO. 045438BB

WEIGHT 001500	DATE PURCHASED 03/19/1997	COUNTY AD01	AGENCY NO. 9995	ISSUE DATE 02/12/2008	EXPIRATION DATE 03/04/2009	CONTROL NO. 0000099950403872	LICENSE NO. TST0001	REG. CODE (1) CLASS NC	TYPE R
LOCAL TAX 0.00	REG. FEE 49.85	PLATE FEE	SPECIAL FEE 0.00	OWNER NAME TEST NAME1		CODE (2) NC	CODE (3) S		
OWNER'S RESIDENCE-TAXING DISTRICT 0101	TOTAL FEE 49.85	OWNER ADDRESS 1970 W BROAD ST		VEH. TYPE TK	VEH. YEAR 1990	MAKE CHE			
CITY / TOWNSHIP CHERRY FORK	POST OFFICE CHERRY FORK	STATE OH	ZIP 45618	VEH. SERIAL NO. 00001243000019384					
LEASE / TAX I.D. NO.	ADDITIONAL NAME TEST NAME2		TITLE 0100073237						
ODOMETER 0102000		SEATING CAP.							
OLD PLATE TST0001		OLD APPLICATION UK50070							
SPECIAL PLATE									

TST0001 000057 G 00003 \*\*  
 TEST NAME1  
 1970 WEST BROAD ST  
 CHERRY FORK OH 45618

DDA ohRevRegInv 2-22-2008 dm5 Form RREGFX01 00003

Place sticker on clean, dry surface. If plate has a previous sticker attached, place new sticker to cover old sticker.  
 TO REMOVE STICKER BEND PAPER AND PULL OFF FROM BOTTOM.  
 NOTE: do not moisten sticker or apply at temperatures less than 0° F.



STATE OF OHIO - BUREAU OF MOTOR VEHICLE REGISTRATION CARD APPLICATION NO. 045570BB

WEIGHT 000000	DATE PURCHASED 09/10/2001	COUNTY AD01	AGENCY NO. 9995	ISSUE DATE 02/12/2008	EXPIRATION DATE 02/26/2009	CONTROL NO. 0000099950412911	LICENSE NO. TST0001	REG. CODE (1) CLASS PC	TYPE R
LOCAL TAX 5.00	REG. FEE 34.85	PLATE FEE	SPECIAL FEE 0.00	OWNER NAME TEST NAME1		CODE (2) PC	CODE (3) S		
OWNER'S RESIDENCE-TAXING DISTRICT 0105	TOTAL FEE 39.85	OWNER ADDRESS 1970 W BROAD ST		VEH. TYPE 4S	VEH. YEAR 1988	MAKE CHEV			
CITY / TOWNSHIP SEAMAN	POST OFFICE SEAMAN	STATE OH	ZIP 45679	VEH. SERIAL NO. 00001243000019384					
LEASE / TAX I.D. NO.	ADDITIONAL NAME TEST NAME2		TITLE 0100157695						
ODOMETER 0058148		SEATING CAP.							
OLD PLATE TST0001		OLD APPLICATION UK04117							
SPECIAL PLATE									

TST0001 000058 G 00004 \*\*  
 TEST NAME1  
 1970 WEST BROAD ST  
 SEAMAN OH 45679

DDA ohRevRegInv 2-22-2008 dm5 Form RREGFX01 00004

Place sticker on clean, dry surface. If plate has a previous sticker attached, place new sticker to cover old sticker.  
 TO REMOVE STICKER BEND PAPER AND PULL OFF FROM BOTTOM.  
 NOTE: do not moisten sticker or apply at temperatures less than 0° F.



## This is your Registration Card. Do Not Discard.

### DISPLAY OF STICKERS

#### County Stickers

In compliance with the law, County stickers are required to be placed on all license plates except dealer plates and commercial truck/trailer plates.

County number stickers shall be affixed to the lower left side of both the front and rear plates.

For motorcycle/moped plates, affix the county number sticker on the lower left side of plate just right of the bolt hole.

#### VEHICLE REGISTRATION CODES

#### STANDARD PLATE



#### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

#### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

Code (1) - CLASS and (2) OLD VEH CLASS		Code (3) - Owner	TYPE
PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
TK (Comm Truck)	NC (Non Comm Truck)	Y (Joint)	B (Replace/Renewal)
FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
TL (Comm Trailer)	RV (Snowmobile, ATV)	S (Single)	N (New)
HV (House Vehicle)	MH (Motor Home)	R (Rental)	P (Exchange/New)
MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

#### DEALER REGISTRATION CODES

#### CLASS:

PA (ALL PURPOSE VEHICLE)  
PC (MOTORCYCLE DEALER)  
PD (COMMERCIAL DEMONSTRATION)  
PE (MANUFACTURER)  
PF (DISTRIBUTOR)  
PG (MOTORCYCLE MANUFACTURER)  
PH (MOTORCYCLE DISTRIBUTOR)  
PI (IN-TRANSIT)  
PM (MOPED DEALER)  
PS (SPECIAL)  
PT (SNOWMOBILE DEALER)  
PU (UTILITY TRAILER)  
PV (DEALER)  
PW (WATERCRAFT TRAILER)

#### TYPE:

N (NEW)  
R (RENEWAL)  
D (DUPLICATE/REPLACEMENT)

## This is your Registration Card. Do Not Discard.

### DISPLAY OF STICKERS

#### County Stickers

In compliance with the law, County stickers are required to be placed on all license plates except dealer plates and commercial truck/trailer plates.

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For motorcycle/moped plates, affix the county number sticker on the lower left side of plate just right of the bolt hole.

#### VEHICLE REGISTRATION CODES

#### STANDARD PLATE



#### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

#### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

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PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
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FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
TL (Comm Trailer)	RV (Snowmobile, ATV)	S (Single)	N (New)
HV (House Vehicle)	MH (Motor Home)	R (Rental)	P (Exchange/New)
MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

#### DEALER REGISTRATION CODES

#### CLASS:

PA (ALL PURPOSE VEHICLE)  
PC (MOTORCYCLE DEALER)  
PD (COMMERCIAL DEMONSTRATION)  
PE (MANUFACTURER)  
PF (DISTRIBUTOR)  
PG (MOTORCYCLE MANUFACTURER)  
PH (MOTORCYCLE DISTRIBUTOR)  
PI (IN-TRANSIT)  
PM (MOPED DEALER)  
PS (SPECIAL)  
PT (SNOWMOBILE DEALER)  
PU (UTILITY TRAILER)  
PV (DEALER)  
PW (WATERCRAFT TRAILER)

#### TYPE:

N (NEW)  
R (RENEWAL)  
D (DUPLICATE/REPLACEMENT)

## This is your Registration Card. Do Not Discard.

### DISPLAY OF STICKERS

#### County Stickers

In compliance with the law, County stickers are required to be placed on all license plates except dealer plates and commercial truck/trailer plates.

County number stickers shall be affixed to the lower left side of both the front and rear plates.

For motorcycle/moped plates, affix the county number sticker on the lower left side of plate just right of the bolt hole.

#### VEHICLE REGISTRATION CODES

#### STANDARD PLATE



#### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

#### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

Code (1) - CLASS and (2) OLD VEH CLASS		Code (3) - Owner	TYPE
PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
TK (Comm Truck)	NC (Non Comm Truck)	Y (Joint)	B (Replace/Renewal)
FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
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MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

#### DEALER REGISTRATION CODES

#### CLASS:

PA (ALL PURPOSE VEHICLE)  
PC (MOTORCYCLE DEALER)  
PD (COMMERCIAL DEMONSTRATION)  
PE (MANUFACTURER)  
PF (DISTRIBUTOR)  
PG (MOTORCYCLE MANUFACTURER)  
PH (MOTORCYCLE DISTRIBUTOR)  
PI (IN-TRANSIT)  
PM (MOPED DEALER)  
PS (SPECIAL)  
PT (SNOWMOBILE DEALER)  
PU (UTILITY TRAILER)  
PV (DEALER)  
PW (WATERCRAFT TRAILER)

#### TYPE:

N (NEW)  
R (RENEWAL)  
D (DUPLICATE/REPLACEMENT)

## **SUPPLEMENT 3**

### **Field Widths for Regular Registration Form**

FIELD WIDTHS OF REGULAR REGISTRATION FORM

FIELD	FORM DESIGN MAXIMUM CHARACTERS	FIELD	FORM DESIGN MAXIMUM CHARACTERS
WEIGHT	8	CITY/TOWNSHIP	21
DATE PURCHASED (MM/DD/YYYY)	10*	POST OFFICE	18
COUNTY	6	STATE	4
AGENCY NO.	6	ZIP	12
ISSUE DATE (MM/DD/YYYY)	10*	VEH. SERIAL NO.	22
EXPIRATION DATE (MM/DD/YYYY)	10*	SOCIAL SECURITY/TAX I.D.	20
CONTROL NUMBER	16	CERTIFICATE OF TITLE NO.	24
LICENSE NO.	12	OLD PLATE NO.	10
REG CODE (1)		OLD APP NO.	10
REG CLASS	3	SPECIAL PLATE	24/LINE
TYPE	3	ODOMETER	10
LOCAL TAX	7	SEATING CAPACITY	2
REGISTRATION FEE	9	LEASE TAX I.D. NUMBER	20
PLATE FEE	9	ADDITIONAL NAME	40
SPEC FEE	9		
OWNER NAME	40		
CODE (2)	3		
CODE (3)	3		
OWNER'S RESIDENCE- TAXING DISTRICT	19		
TOTAL FEE	10		
OWNER HOME ADDRESS	32		
TYPE (VEH)	4		
VEH YR.	6		
MAKE	6		

- NOTE: 1. For new design self-mailer form, field widths shown above for present mailer form may be adjusted (subject to BMV approval) to fit new form design layout.
2. Add (MM/DD/YYYY) in the date box headings to define the order of the date characters, as illustrated in Exhibits D and H.

## **SUPPLEMENT 4**

**Current Dealer Registration (BMV4391) Front  
and Back**



# This is your Registration Card. Do Not Discard.

## DISPLAY OF STICKERS

### County Stickers

In compliance with the law, County stickers are required to be placed on all license plates except dealer plates and commercial truck/trailer plates.

County number stickers shall be affixed to the lower left side of both the front and rear plates.

For motorcycle/moped plates, affix the county number sticker on the lower left side of plate just right of the bolt hole.

### VEHICLE REGISTRATION CODES

### STANDARD PLATE



### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

Code (1) - CLASS and (2) OLD VEH CLASS	Code (2) - OLD VEH CLASS	Code (3) - Owner	TYPE
PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
TK (Comm Truck)	NC (Non Comm Truck)	Y (Joint)	B (Replace/Renewal)
FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
TL (Comm Trailer)	RV (Snowmobile, ATV)	S (Single)	N (New)
HV (House Vehicle)	MH (Motor Home)	R (Rental)	P (Exchange/New)
MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

### DEALER REGISTRATION CODES

#### CLASS:

- PA (ALL PURPOSE VEHICLE)
- PC (MOTORCYCLE DEALER)
- PD (COMMERCIAL DEMONSTRATION)
- PE (MANUFACTURER)
- PF (DISTRIBUTOR)
- PG (MOTORCYCLE MANUFACTURER)
- PH (MOTORCYCLE DISTRIBUTOR)
- PI (IN-TRANSIT)
- PM (MOPED DEALER)
- PS (SPECIAL)
- PT (SNOWMOBILE DEALER)
- PU (UTILITY TRAILER)
- PV (DEALER)
- PW (WATERCRAFT TRAILER)

#### TYPE:

- N (NEW)
- R (RENEWAL)
- D (DUPLICATE/REPLACEMENT)

# This is your Registration Card. Do Not Discard.

## DISPLAY OF STICKERS

### County Stickers

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### VEHICLE REGISTRATION CODES

### STANDARD PLATE



### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

Code (1) - CLASS and (2) OLD VEH CLASS	Code (2) - OLD VEH CLASS	Code (3) - Owner	TYPE
PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
TK (Comm Truck)	NC (Non Comm Truck)	Y (Joint)	B (Replace/Renewal)
FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
TL (Comm Trailer)	RV (Snowmobile, ATV)	S (Single)	N (New)
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MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

### DEALER REGISTRATION CODES

#### CLASS:

- PA (ALL PURPOSE VEHICLE)
- PC (MOTORCYCLE DEALER)
- PD (COMMERCIAL DEMONSTRATION)
- PE (MANUFACTURER)
- PF (DISTRIBUTOR)
- PG (MOTORCYCLE MANUFACTURER)
- PH (MOTORCYCLE DISTRIBUTOR)
- PI (IN-TRANSIT)
- PM (MOPED DEALER)
- PS (SPECIAL)
- PT (SNOWMOBILE DEALER)
- PU (UTILITY TRAILER)
- PV (DEALER)
- PW (WATERCRAFT TRAILER)

#### TYPE:

- N (NEW)
- R (RENEWAL)
- D (DUPLICATE/REPLACEMENT)

# This is your Registration Card. Do Not Discard.

## DISPLAY OF STICKERS

### County Stickers

In compliance with the law, County stickers are required to be placed on all license plates except dealer plates and commercial truck/trailer plates.

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For motorcycle/moped plates, affix the county number sticker on the lower left side of plate just right of the bolt hole.

### VEHICLE REGISTRATION CODES

### STANDARD PLATE



### Validation Sticker

Place new validation sticker in lower right corner of rear plate, (commercial truck/tractor: front plate).

### MOTORCYCLE/ MOPED PLATE



For motorcycle/moped plates affix new validation sticker to the lower right hand side of plate just left of the bolt hole.

Code (1) - CLASS and (2) OLD VEH CLASS	Code (2) - OLD VEH CLASS	Code (3) - Owner	TYPE
PC (Passenger Car)	TB (Transit Bus)	X (Commercial)	A (New/Renewal)
TK (Comm Truck)	NC (Non Comm Truck)	Y (Joint)	B (Replace/Renewal)
FM (Farm Truck)	MP (Moped)	L (Lease)	D (Duplicate Registration)
TL (Comm Trailer)	RV (Snowmobile, ATV)	S (Single)	N (New)
HV (House Vehicle)	MH (Motor Home)	R (Rental)	P (Exchange/New)
MC (Motorcycle)	NT (Non Comm Trailer)	T (Trust)	Q (Replacement)
CB (Church Bus)	SB (School Bus)		R (Renewal)
BU (Bus)	DX (Disability Placards)		W (Release/Assignment)
			X (Exchange)

### DEALER REGISTRATION CODES

#### CLASS:

- PA (ALL PURPOSE VEHICLE)
- PC (MOTORCYCLE DEALER)
- PD (COMMERCIAL DEMONSTRATION)
- PE (MANUFACTURER)
- PF (DISTRIBUTOR)
- PG (MOTORCYCLE MANUFACTURER)
- PH (MOTORCYCLE DISTRIBUTOR)
- PI (IN-TRANSIT)
- PM (MOPED DEALER)
- PS (SPECIAL)
- PT (SNOWMOBILE DEALER)
- PU (UTILITY TRAILER)
- PV (DEALER)
- PW (WATERCRAFT TRAILER)

#### TYPE:

- N (NEW)
- R (RENEWAL)
- D (DUPLICATE/REPLACEMENT)

## **SUPPLEMENT 5**

### **Field Widths for Dealer Registration Form**

FIELD WIDTHS FOR DEALER REGISTRATION FORM

FIELD	FORM DESIGN MAXIMUM CHARACTER
PLATE/STICKER NUMBER	17
DOCUMENT COUNT	14
PERMIT NUMBER	12
LICENSE YEAR	12
DATE ISSUED (MM/DD/YYYY)	10*
DATE EXPIRES (MM/DD/YYYY)	10*
DEALER BUSINESS NAME	53
TAXING DISTRICT	13
FEE	11
ADDRESS	53
REGISTRATION CODES	
CLASS	10
TYPE	7
USE	7
CITY	41
STATE	6
ZIP CODE	17
COUNTY	17

- NOTE:
1. For new design self-mailer form, field widths shown above for present mailer form may be adjusted (subject to BMV approval) to fit new form design layout.
  2. Add (MM/DD/YYYY) in the date box headings to define the order of the date characters, as illustrated in Exhibits D and H.

## **SUPPLEMENT 6**

# **U.S. Postal Service Mailing Standards**



# 201 Physical Standards

## Overview

- 1.0 Physical Standards for Machinable Letters and Cards
- 2.0 Physical Standards for Nonmachinable Letters
- 3.0 Physical Standards for Automation Letters and Cards

## 1.0 Physical Standards for Machinable Letters and Cards

### 1.1 Physical Standards for Machinable Letters

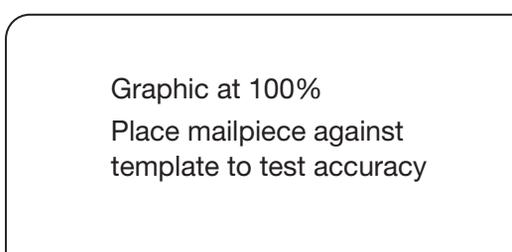
#### 1.1.1 Dimensional Standards for Letters

Letter-size mail is:

- a. Not less than 5 inches long, 3-1/2 inches high, and 0.007-inch thick.
- b. Not more than 11-1/2 inches long, or more than 6-1/8 inches high, or greater than 1/4-inch thick.
- c. Rectangular, with four square corners and parallel opposite sides. Letter-size, card-type mailpieces made of cardstock may have finished corners that do not exceed a radius of 0.125 inch (1/8 inch). See [Exhibit 1.1.1c](#).

#### Exhibit 1.1.1c Maximum Corner Radius for Letter-Size, Card-Type Mailpieces

Corner Radius Maximum 1/8"



Graphic at 100%  
Place mailpiece against  
template to test accuracy

#### 1.1.2 Weight Standards for Machinable Letters

The maximum weight for Presorted First-Class Mail machinable letters is 3.3 ounces (0.2063 pound). The maximum weight for Standard Mail machinable letters is 3.3 ounces (0.2063 pound).

#### 1.1.3 All Machinable Letters

All pieces of machinable First-Class Mail letters and Standard Mail machinable letters must not have any of the characteristics in [2.1, Criteria for Nonmachinable Letters](#). Each piece must bear a delivery address that includes the correct ZIP Code or ZIP+4 code.



### 1.2 Physical Standards for Cards Claimed at Card Rates

#### 1.2.1 Dimensional Standards for Cards

Each card (each stamped card or postcard or each half of a double stamped card or postcard) claimed at a card rate must be:

- a. Not less than 3-1/2 inches high, 5 inches long, and 0.007 inch thick.
- b. Not more than 4-1/4 inches high, or more than 6 inches long, or greater than 0.016 inch thick.
- c. Rectangular, with four square corners and parallel opposite sides. Card-size pieces meeting the standards in 1.2.1 may have finished corners that do not exceed a radius of 0.125 inch (1/8 inch). See [Exhibit 1.1.1c](#).

#### 1.2.2 Other Cards

A card that does not meet the applicable standards in 1.2 must not bear the words “Postcard” or “Double Postcard.”

#### 1.2.3 Paper or Cardstock

A card must be of uniform thickness and made of unfolded and uncreased paper or cardstock of approximately the quality and weight of a stamped card (i.e., a card available from the USPS). A card must be formed either of one piece of paper or cardstock or of two pieces of paper permanently and uniformly bonded together. The stock used for a card may be of any color or surface that permits the legible printing of the address, postmark, and any required markings.

#### 1.2.4 Acceptable Attachments

A card may bear an attachment that is:

- a. A paper label, such as a wafer seal or decal affixed with permanent adhesive to the back side of the card, or within the message area on the address side (see [1.2.6](#)), or to the left of the address block.
- b. A label affixed with permanent adhesive for showing the delivery or return address.
- c. A small reusable seal or decal prepared with pressure-sensitive and nonremovable adhesive that is intended to be removed from the first half of a double card and applied to the reply half.

#### 1.2.5 Unacceptable Attachment

A card may not bear an attachment that is:

- a. Other than paper.
- b. Not totally adhered to the card surface.
- c. An encumbrance to postal processing.

#### 1.2.6 Address Side of Cards

The address side of a card is the side bearing the delivery address and postage. The address side may be formatted to contain a message area. Cards that do not contain a message area on the address side are subject to the applicable standards for the rate claimed. For the purposes of 1.2, miscellaneous graphics or printing, such as symbols, logos, or characters, that appear on the address side of cards not



containing a message area are generally acceptable provided the items are not intended to convey a message. Cards claimed at the Presorted or automation card rates that contain a message area on the address side must be divided vertically or horizontally and meet the following additional standards, as applicable:

- a. Vertically divided cards.
  1. The address side of the card must be divided into a right portion and a left portion, with or without a vertical rule. The left portion is the message area.
  2. The delivery address, postage, and any USPS marking or endorsement must appear in the right portion. The right portion must be at least 2-1/8 inches wide (measured from the right edge of the card, top to bottom inclusive).
  3. For cards claimed at the Presorted rate, nondelivery address information may extend into the right portion only above the address block and if the information is shaded or surrounded by a border that has at least 1/8 inch clearance between the delivery address block and the border. Mailers may choose not to shade or border the nondelivery address information if there is at least 1/8 inch of clear space around the delivery address block.
  4. For cards claimed at the automation rate, the standards for automation-compatible mail in [3.0, Physical Standards for Automation Letters and Cards](#), and [202.5.0, Barcode Placement](#), must be met.
- b. Horizontally divided cards.
  1. The address side of the card must be divided into an upper portion and a lower portion, with or without a horizontal rule. The portion of the address side that does not contain the delivery address is the message area.
  2. The delivery address, postage, and any USPS marking or endorsement must appear within the portion containing the delivery address. As an alternative, when the delivery address appears within the lower portion, it is permissible for the postage, return address, and any USPS marking or endorsement to appear in the upper portion. The portion bearing the delivery address must be at least 1-1/2 inches high (measured from the top or bottom edge of the card, as applicable, right edge to left edge inclusive).
  3. For cards claimed at the Presorted rate, nondelivery address information may extend into the portion containing the delivery address only if it appears above the address block and if the information is shaded or surrounded by a border that has at least 1/8 inch clearance between the delivery address block and the border. Mailers may choose not to shade or border the nondelivery address information if there is at least 1/8 inch of clear space around the delivery address block.
  4. For cards claimed at the automation rate, the standards for automation-compatible mail in [3.0, Physical Standards for Automation Letters and Cards](#), and [202.5.0, Barcode Placement](#), must be met.



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### 1.2.7 Tearing Guides

A card may have perforations or tearing guides if they do not eliminate or interfere with any address element, postage, marking, or endorsement and do not impair the physical integrity of the card.

### 1.2.8 Double Cards

A double card (a double stamped card or double postcard) consists of two attached cards, one of which is designed to be detached by the recipient and returned by mail as a single card. Double cards are subject to these standards:

- a. The reply half of a double card must be used for reply only and may not be used to convey a message to the original addressee or to send statements of account. The reply half may be formatted for response purposes (e.g., contain blocks for completion by the addressee).
- b. A double card must be folded before mailing and prepared so that the address on the reply half is on the inside when the double card is originally mailed. The address side of the reply half may be prepared as business reply mail, courtesy reply mail, meter reply mail, or as a merchandise return service label.
- c. Plain stickers, seals, or a single wire stitch (staple) may be used to fasten the open edge at the top or bottom once the card is folded if affixed so that the inner surfaces of the cards can be readily examined. Fasteners must be affixed according to the applicable preparation requirements for the rate claimed. Any sealing on the left and right sides of the cards, no matter the sealing process used, is not permitted.
- d. The first half of a double card must be detached when the reply half is mailed for return.

### 1.2.9 Enclosures in Double Cards

Enclosures in double postcards are prohibited at card rates.

## 2.0 Physical Standards for Nonmachinable Letters

### 2.1 Criteria for Nonmachinable Letters

A letter-size piece is nonmachinable if it has one or more of the following characteristics (see [601.1.4](#) to determine the length, height, top, and bottom of a mailpiece):

- a. Is over 3.3 ounces, unless prepared as an automation-rate letter.
- b. Has an aspect ratio (length divided by height) of less than 1.3 or more than 2.5.
- c. Is polybagged, polywrapped, or enclosed in any plastic material.
- d. Has clasps, strings, buttons, or similar closure devices.
- e. Contains items such as pens, pencils, or loose keys or coins that cause the thickness of the mailpiece to be uneven (see [601.11.18, \*Odd-Shaped Items in Paper Envelopes\*](#)).
- f. Is too rigid (does not bend easily when subjected to a transport belt tension of 40 pounds around an 11-inch diameter turn).



- g. For pieces more than 4-1/4 inches high or 6 inches long, the thickness is less than 0.009 inch.
- h. Has a delivery address parallel to the shorter dimension of the mailpiece.
- i. Self-mailers with a folded edge perpendicular to the address if the piece is not folded and secured according to [3.13.1, \*Folded Self-Mailer\*](#).
- j. Booklet-type pieces with the bound edge (spine) along the shorter dimension of the piece or at the top, unless prepared according to [3.13.2](#).

## 2.2 Additional Criteria for First-Class Mail Nonmachinable Letters

Letter-rate pieces (except card-rate pieces) that meet one or more of the nonmachinable characteristics in [2.1](#) are subject to the nonmachinable surcharge (see [133.1.10](#)). All letter-size pieces over 3.5 ounces are prepared as letters and charged the flat-size rates.

## 2.3 Additional Criteria for Standard Mail Nonmachinable Letters

The nonmachinable rates in [243.1.7](#) apply to Standard Mail letter-size pieces that weigh 3.3 ounces or less and have one or more of the nonmachinable characteristics in [2.1](#). Mailers must prepare nonmachinable letters over 3.3 ounces as described in [245.5.0](#), mark each piece “Not Flat-Machinable” or “NFM” as described in [402.2.0](#), and pay the Not Flat-Machinable rates.

## 2.4 Additional Criteria for Periodicals Nonmachinable Letters

[7-15-07] The nonbarcoded letter rates in [707.1.1.2](#) apply to Periodicals letter-size pieces that have one or more of the nonmachinable characteristics in [2.1](#).

# 3.0 Physical Standards for Automation Letters and Cards

## 3.1 Basic Standards for Automation Letters and Cards

Letters and cards claimed at automation letter rates and at Standard Mail Enhanced Carrier Route letter rates must meet the standards in [3.0](#). Unless prepared as a self-mailer, booklet, or postcard under [3.13.2](#) through [3.13.4](#), each mailpiece must be prepared either as a sealed envelope (the preferred method) or, if unenveloped, must be sealed or glued on all four sides. Envelopes, or letter-size mailpieces sealed along all four sides, must be made of paper with a minimum 16 pounds basis weight (measured weight for 500 17-inch by 22-inch sheets) or equivalent. All references in [3.0](#) to paper basis weight are based on measured weight for 500 17-inch by 22-inch sheets.

## 3.2 Dimensions and Shape Standards for Automation Letters

Each letter-size piece must be rectangular (see [1.1.1](#)) and:

- a. For height, no more than 6-1/8 or less than 3-1/2 inches high.
- b. For length, no more than 11-1/2 or less than 5 inches long.
- c. For thickness, no more than 0.25 or less than
  - 1. 0.007 inch thick *if no more than 4-1/4 inches high and 6 inches long; or*
  - 2. 0.009 inch thick *if more than 4-1/4 inches high or 6 inches long, or both.*



201.3.3

- 3.3 Weight Standards for First-Class Mail Automation Letters and Cards**  
Maximum weight for First-Class Mail automation letters is 3.5 ounces (0.2188 pound). See [3.13.4](#) for pieces heavier than 3 ounces.
- 3.4 Weight Standards for Standard Mail Automation Letters**  
Maximum weight for Standard Mail mailed at automation and Enhanced Carrier Route rates is 3.5 ounces (0.2188 pound). See [3.13.4](#) for pieces heavier than 3 ounces.
- 3.5 Weight Standards for Periodicals Barcoded (Automation) Letters**  
[\[7-15-07\]](#) The maximum weight for Periodicals barcoded (automation) letters is 3.5 ounces (0.2188 pound). See [3.13.4](#) for pieces heavier than 3 ounces.
- 3.6 Aspect Ratio**  
The aspect ratio (length of the mailpiece divided by height) must be between 1.3 and 2.5, inclusive. Length and height are defined in [601.1.4](#).
- 3.7 Wraps and Closures**  
An automation-compatible mailpiece may not be polywrapped, polybagged, or shrinkwrapped; have clasps, strings, buttons, or similar closure devices; or have protrusions that might impede or damage the mail or mail processing equipment.
- 3.8 Staples and Saddle Stitching**  
Staples or saddle stitching may be used only on booklet-type mailpieces to join the bound edge (spine). Inserted staples or stitching must parallel the bound edge, seat tightly and securely, and have no protrusions that might impede or damage the mail or mail processing equipment.
- 3.9 Rigid and Odd-Shaped Items**  
Rigid items (e.g., pens, pencils, keys, bottle caps) are prohibited within mailpieces. Reasonably flexible items (e.g., credit cards) are permitted. Subject to [3.11](#), [Flexibility Standards for Automation Letters](#), odd-shaped items (e.g., coins and tokens) are permitted if firmly affixed to and wrapped within the contents of the mailpiece and envelope to streamline the shape of the mailpiece for automated processing.
- 3.10 Tabs, Wafer Seals, Tape, and Glue**  
Tabs, wafer seals, cellophane tape, or permanent glue (continuous or spot) may be used as applicable to the particular type of mailpiece under [3.13](#), [Self-mailers](#), [Booklets](#), [Postcards](#), and [Heavy Letter Mail](#), if the sealing devices do not interfere with the recognition of the barcode, rate marking, postage information, or delivery or return addresses. In all cases, additional tabs or seals may be used. Cellophane tape is not acceptable within the barcode clear zone. Tabs or wafer seals placed in the barcode clear zone must contain a paper face meeting the standards for background reflectance and, if the barcode is not preprinted by the mailer, the standards for acceptance of water-based ink. Tabs, wafer seals, and tape must have a peel adhesion (shear strength) value of at least 15 ounces/inch at a speed of 12 inches/minute after application to a stainless steel plate; the test is to be conducted 10 minutes after the material is applied to the plate.



### **3.11 Flexibility Standards for Automation Letters**

#### **3.11.1 Machinability**

To ensure transport through automated mail processing machines, a mailpiece and its contents must bend easily when subjected to a transport belt tension of 40 pounds around an 11-inch-diameter drum.

#### **3.11.2 USPS Services for Flexibility Testing**

A mailer wanting to have mailpieces tested for flexibility must submit at least 50 sample pieces and a written request to USPS Engineering at least 6 weeks before the mailing date. The request must describe mailpiece contents and construction, number of pieces being produced, and preparation level (e.g., presort). Engineering advises the mailer by letter of its findings. If the mailpiece is approved, the letter includes a unique number identifying the piece tested and serves as evidence that the piece meets the relevant standards. A copy of the letter must be attached to each postage statement submitted for mailings of the approved piece. If requested by the USPS, the mailer must show that pieces presented for mailing are the same as those tested and approved.

### **3.12 Standards for Labels and Stickers Affixed to the Outside of an Envelope**

#### **3.12.1 Using Labels and Stickers**

Permanent labels and stickers (those designed not to be removed or relocated) must be affixed directly to the outside of the mailpiece with permanent adhesive. A mailer may provide recipients with relocatable labels to place on the outside of response pieces sent back to the mailer. On pieces mailed at First-Class card rates or at Periodicals rates, labels and stickers may be used only if permitted by the applicable standards.

#### **3.12.2 Pressure-Sensitive Label**

Any pressure-sensitive label or sticker affixed directly to a mailpiece before mailing must have a minimum peel adhesion to stainless steel of 8 ounces/inch. This standard does not apply to pressure-sensitive labels provided by the USPS to label bundles to sortation levels.

#### **3.12.3 “Sandwich” Label**

A face stock/liner label (“sandwich” label) is a two-part unit with a face stock (top label) attached to a liner (bottom label) affixed to the mailpiece. The face stock must have a peel adhesion value of at least 2 ounces/inch with respect to the liner label and at least 8 ounces/inch when reapplied to stainless steel.

### **3.13 Self-mailers, Booklets, Postcards, and Heavy Letter Mail**

#### **3.13.1 Folded Self-Mailer**

Except as noted in [3.13.1c](#), a folded self-mailer must be prepared with the folded edge parallel to the longest dimension and the address of the mailpiece. Based on the number of tabs used, these additional standards apply:

- a. With one tab or wafer seal, the folded edge must be at the bottom of the self-mailer. The tab or wafer seal must be placed in the middle of the top edge of the piece. If formed of a single folded sheet, the self-mailer must be prepared from paper with a minimum basis weight of 28 pounds (measured weight for



### 201.3.13.2

500 17- by 22-inch sheets) or 70 pounds (measured weight for 500 25- by 38-inch sheets). If formed of multiple folded sheets, the self-mailer must be prepared from paper with a minimum basis weight of 24 pounds (measured weight for 500 17- by 22-inch sheets) or 60 pounds (measured weight for 500 25- by 38-inch sheets).

- b. With two tabs or wafer seals, the folded edge may be at the top or bottom of the self-mailer. The two tabs or wafer seals must be placed on the open edge, opposite the folded edge. One tab or wafer seal must be placed within 1 inch of the left edge of the piece; the other, within 1 inch of the right edge of the piece. See [Exhibit 3.13.1b](#). The whole tab need not be placed within 1 inch of the edge. The tabs must not obscure the FIM, postage, or required address information. The folded self-mailer must be prepared from paper with a minimum basis weight of 20 pounds (measured weight for 500 17- by 22-inch sheets).

#### Exhibit 3.13.1b Sealing the Top Edge With Fold at the Bottom



- c. In specifically identified formats, a self-mailer may have the final fold on the right side (leading edge) of the piece. The left edge (trailing edge) and other open edges must be secured with at least one tab or a glue line. The number of tabs required is determined by the final trim size and paper basis weight of the piece. If the piece is 7 inches long or more, the piece must be sealed on the top and the bottom. In all cases, additional tabs, seals, or glue spots or glue lines may be used. Newsprint paper is acceptable if the basis weight of the paper meets the minimum standards in [3.13.1a](#) and the piece is certified by the USPS mailpiece design analyst to be acceptable for automated processing.

#### 3.13.2 Booklets

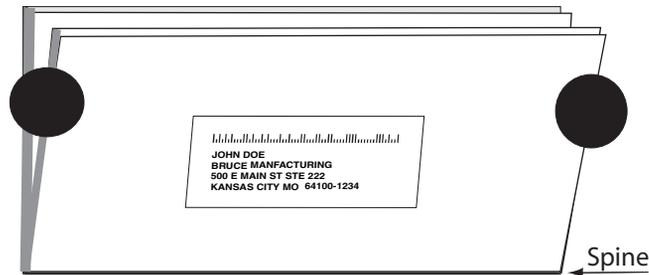
A booklet-type piece must meet these standards:

- a. The front and back covers must be prepared from paper with a minimum basis weight of 20 pounds (measured weight for 500 17- by 22-inch sheets).
- b. Except as noted in [3.13.2d](#), the bound edge (spine) must be the longest edge of the piece and at the bottom, parallel to the address.



- c. The unbound edge (top) must be secured with at least two tabs or wafer seals. One tab or wafer seal must be placed within 1 inch of the left edge of the piece; the second tab or seal, within 1 inch of the right edge of the piece. As an alternative, one tab or wafer seal must be placed within 1 inch from the top left side (trailing edge) of the piece; the second tab or seal, within 1 inch from the top right side (leading edge) of the piece. See [Exhibit 3.13.2c](#).

#### Exhibit 3.13.2c Alternative Sealing for Booklet With Spine on the Bottom



- d. In specifically identified formats, prepared with a minimum paper basis weight of 24-pound bond paper, the spine may be on the shorter side (leading edge) of the piece. The address must still be parallel to the longest side of the piece. The unbound edges must be secured with at least two tabs or wafer seals. If the outside covers are prepared with a minimum paper basis weight of 20-pound bond or equivalent, the spine may be on the right side (leading edge) of the piece. The address must still be parallel to the longest side of the piece. The following restrictions apply:
  1. If the final trim size of the piece is no more than 4-1/4 inches high and no more than 6 inches long, the unbound left edges must be secured with at least one tab or wafer seal placed at the vertical center of the piece.
  2. If the final trim size of the piece is more than 4-1/4 inches high or more than 6 inches long, the unbound left edge must be secured with two tabs or wafer seals placed within 1 inch of the top and bottom edges.

### 3.13.3 Postcard

Any postcard must be prepared from paper stock meeting the industry standard for a basis weight of 75 pounds or greater, with none less than 71.25 pounds (measured weight for 500 25- by 38-inch sheets). The stock must be free from groundwood unless coated with a substance adding to the stock's ability to resist an applied bending force. A double postcard not prepared with all edges sealed must have the folded edge at the top or bottom, and the open edge parallel to the address must be secured with one tab (or other permitted closure) in the middle of the length. Pieces claimed at First-Class Mail automation card rates also must meet the standards in [1.2, Physical Standards for Cards Claimed at Card Rates](#).

### 3.13.4 Heavy Letter Mail

Heavy letter mail (barcoded letter-size mail weighing more than 3 ounces) must have a barcode in the address block (see [202.5.0, Barcode Placement](#)) and must be prepared in a sealed envelope. Heavy letter mail may neither contain stiff enclosures nor be prepared as a self-mailer or booklet-type mailpiece.



201.3.14

### 3.14 Enclosed Reply Cards and Envelopes

#### 3.14.1 Basic Standard

All letter-size reply cards and envelopes (business reply mail (BRM), courtesy reply mail (CRM), and meter reply mail (MRM)) provided as enclosures in automation First-Class Mail, Periodicals, and Standard Mail and addressed for return to a domestic delivery address must meet the applicable standards for automation-compatible mail in [3.0](#). The mailer's signature on the postage statement certifies that this standard, and the standards listed below, have been met when the corresponding mail is presented to the USPS:

- a. Each reply piece must include the appropriate facing identification mark (FIM) under [1.2, Physical Standards for Cards Claimed at Card Rates](#).
- b. Each BRM piece must bear the correct BRM ZIP+4 barcode; each MRM and CRM piece must bear the correct barcode for the delivery address, subject to [202.5.0, Barcode Placement](#).
- c. Each BRM piece must meet any applicable standard under [507.8.0](#); each MRM piece must meet any applicable standard under [604.4.0, Postage Meters and PC Postage Products \("Postage Evidencing Systems"\)](#); and each CRM piece as defined in [3.14.2](#) must meet the standards of this section.

#### 3.14.2 Courtesy Reply Mail (CRM)

For these standards, courtesy reply mail (CRM) is reply mail other than BRM or MRM enclosed in other mail, with or without prepayment of postage, for return to the address on the reply piece. If postage is required, the customer returning the piece affixes the applicable First-Class Mail postage. Each piece must meet the physical standards in [1.0](#) or [2.0](#). CRM has no additional required design standards unless enclosed in automation mail.

## **SUPPLEMENT 7**

**Ohio Administrative Code 4501-27-07  
Specifications for Validation Stickers**

# **Ohio Administrative Code**

## **4501-27-07 Specifications for validation stickers.**

(A) Specifications for the manufacture of validation stickers required for the annual registration of passenger, commercial, motorcycle, and other vehicles are presented herein. There shall be a single validation sticker showing the month and year that the current registration period expires. One sticker shall be issued for each vehicle. The validation sticker shall be made of weather-resistant reflective sheeting having a smooth flat outer surface consisting of lens elements enclosed within a transparent plastic. The sheeting shall have pre-coated pressure-sensitive adhesive on the back side, protected by a removable liner, for convenient and durable attachment to the license plate or upon a previously applied sticker.

(B) The reflective sheeting shall be free from ragged edges, cracks and blisters, and shall be readily cut without cracking or flaking. All sheets shall be free of foreign matter.

(C) The pre-coated adhesive on all stickers shall be of a pressure-sensitive type which shall permit the sticker to be applied to the surface of the license plate or upon a previously applied validation sticker while license plates are attached to the vehicles. The use of additional adhesive coats, water solvents, or heat techniques to apply the sticker shall not be required. The adhesive shall have no staining effect on the reflective material and shall permit application of the sticker to the license plate or previously applied sticker at temperatures of minus ten degrees Fahrenheit or warmer. The adhesive shall withstand drying oven temperatures of one hundred fifty degrees Fahrenheit to at least three hundred fifty degrees Fahrenheit without melting or running and shall not exude from edges of sheeting to cause stacked sheets or processed stickers to stick together during manufacture and distribution.

(D) The validation sticker shall be manufactured in manner that insures that it shall not become brittle, flaky, discolored, or acquire a powdery surface for a period of at least five years and that permits the stacking of at least five stickers.

(E) The adhesive protective liner may have a scalloped scoreline or a straight scoreline at or near the center of each sticker for easy removal.

(F) The validation sticker under normal service use shall adhere to the surface of the license plate and, when stacked up to five stickers high, shall adhere to the sticker to which it is applied for a minimum of five years and shall not be removable intact.

(G) The director of public safety shall designate the design of the validation sticker. The sticker design for each month of each registration year shall be the same except for the applicable monthly code numbers 1 through 12. The first code number shown on the sticker shall identify the month of expiration and the second series of numbers shall identify the last two digits of the year of expiration.

(H) Stickers applied in accordance with instructions shall not blister, lift, or delaminate when subjected to gasoline, kerosene, diesel oils, water, steam, and cleaning detergents normally encountered in cleaning and washing service, nor shall stickers fade, disintegrate, or come off from extended exposure within a period of five years.

(I) The dimensions of each validation sticker shall be approximately one and one-half inches in width and one inch in height.

(J) The director shall designate the colors of the validation stickers on an annual basis.

(K) The validation stickers may be produced by Ohio penal industries or on -site at the registrar's offices or at deputy registrar or limited authority deputy registrar agencies, as authorized by the registrar. Validation stickers produced on-site at the registrar's offices or at deputy registrar or limited authority deputy registrar agencies shall be produced by a "print on demand" process, whereby the registration expiration month and year shall be printed on the validation sticker as each validation sticker is issued.

Effective: 04/27/2006

# SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.