

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

MANDATORY USE CONTRACT FOR: RANDOM DETERMINATION FOR FINANCIAL RESPONSIBILITY COMPLIANCE

CONTRACT No.: OT901116

EFFECTIVE DATES: 09/01/2015 to 06/30/2017

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901116 that opened on 7/13/15. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

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

This Requirements Contract is available to Ohio Department of Public Safety, Bureau of Motor Vehicles (BMV), 1970 W. Broad St., Columbus, OH 43223-1102, as applicable.

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

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

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

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

Minority Business Enterprise Award in accordance with ORC CH. 125.081

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

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### SPECIAL CONTRACT TERMS AND CONDITIONS

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

**KICK-OFF MEETING:** After award of any contract issued pursuant to this ITB, there will be a kick-off meeting between the contractor, the Department of Administrative Services/Office of Procurement Services and the Ohio Department of Public Safety/Bureau of Motor Vehicles management. This meeting will be scheduled and occur within two (2) weeks after award of the bid. The purpose of the meeting is to:

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

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

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

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

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

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

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

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

1. \$2,000,000. Products/Completed Operations Aggregate
2. \$1,000,000 Personal and Advertising Injury Limit
3. Professional Errors and Omissions insurance with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate, for applicable Vendor personnel or subcontractors who perform professional services.
4. \$100,000 fire legal liability
5. \$10,000 medical payments

Cyber Liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Services provided under this agreement such as:

1. Breaches of security or privacy
2. Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information, transmission of a computer virus or other type of malicious code
3. Participation in a denial of service attack on a third party
4. Violation or infringement of any right to privacy, breach of federal, state, or foreign security and/or privacy laws and regulations
5. Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets)
6. Technology errors and omissions
7. Business Interruption
8. Cyber extortion
9. Investigation, notification and related credit monitoring costs from any of the above.

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

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

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one (1) month. Any further renewals will be by mutual agreement between the contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed thirty-six (36) months unless DAS determines that additional renewal is necessary.

LICENSE IN COMMERCIAL MATERIAL: As used in this section, "commercial material" means anything that has been developed at private expense by the contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. Any commercial material that the contractor intends to deliver as a deliverable must have the scope of the license granted in such material disclosed in the ITB or as an attachment referenced in the ITB, if that scope of license is different from the scope of license contained in this section for commercial materials.

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

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

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

Except for commercial software, if the commercial material consists of trade secrets, then the state will treat the material as confidential. 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.

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

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

USAGE REPORTS: Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (DPS005).

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased, or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

SPECIAL CONTRACT TERMS AND CONDITIONS (CONT'D)

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

Three Leaf Production Inc., Gahanna, Ohio, USA

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b) Principal location of all subcontractors (Name/City/State/Country)

PASCO dba Validati, Hudson, Ohio, USA

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c) Location where services will be performed (Name/City/State/Country)

Three Leaf Production Inc., Gahanna, Ohio, USA

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PASCO dba Validati, Hudson, Ohio, USA

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d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

PASCO dba Validati, Hudson, Ohio, USA

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By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

MINORITY BUSINESS ENTERPRISE (MBE) SET ASIDE: The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services (DAS) pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This solicitation is being issued as a minority set aside contract in accordance Section 125.081 of the Ohio Revised Code. All offerors/bidders must be an Ohio certified MBE as of the solicitation due/opening date. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>.

## SPECIFICATION

### I. SCOPE

The purpose of the Invitation to Bid (ITB) is to provide the Department of Public Safety, Bureau of Motor Vehicles (ODPS/BMV) a qualified contractor to conduct a program for the random determination of vehicle registrations to assess vehicle registrant's compliance with the Financial Responsibility (FR) requirements enacted by the state legislature. The term of any contract issued pursuant to this ITB shall be for two (2) years, from August 1, 2015 through July 31, 2017.

### II. APPLICABLE DOCUMENTS

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

1. Title 45 – Motor Vehicles – Aeronautics - Watercraft, Chapter 4509: Financial Responsibility - <http://codes.ohio.gov/orc/4509>
2. Title 45 – Motor Vehicles – Aeronautics – Watercraft, Chapter 4501.27 – Confidentiality <http://codes.ohio.gov/orc/4501.27>

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

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

#### C. State of Ohio Policy

1. IT Policy – Disposal, Servicing and Transfer of IT Equipment, No. ITP-E.1, dated 03/19/08  
<http://das.ohio.gov/Portals/0/DASDivisions/DirectorsOffice/pdf/policies/informationtechnology/ITP-E.1.pdf>
2. Privacy & Security - <http://www.privacy.ohio.gov/Security.aspx>

### III. REQUIREMENTS

#### A. Program Tasks

1. The BMV will randomly select vehicle registrations once per week from the registration database for passenger and non-commercial truck vehicles and provide an American Standard Code for Information Interchange (ASCII) text file of these registrations to the contractor. The random selection will be for five (5%) percent of the annual registration volume of 5.6 million vehicles, and when distributed over fifty-two (52) weeks, corresponds to an approximate weekly mailing of 5,400 notices, for a total one (1) year volume of approximately 280,000 notices. Re-mailings caused by change of address and mailing of deficiency notices are expected to increase this number by ten (10%) percent, for an anticipated mailing of 308,000 notices annually. Billing by the contractor to ODPS for this phase of the program should be based on 280,000 notices. The costs involved in the mailing of deficiency notices and address changes are to be included in this rate.
  - a. Lease vehicles, rental vehicles and motorcycles will not be included.
  - b. Seasonal vehicles, inoperable vehicles, sold vehicles and vehicles owned by military personnel stationed out-of state, upon receipt by the contractor of acceptable information meeting criteria established by the BMV, will be exempted from the requirement to show compliance.
  - c. Owners of multiple passenger and non-commercial trucks will receive a notice for a single vehicle only.
  - d. Registrations selected in this program shall have at least four (4) months of the registration period remaining.
2. The contractor shall print a Notice Requiring Proof of Insurance or other FR coverage letter (Supplement One, page 27-28) from the registration information provided by BMV and mail the notice to vehicle owners. Vehicle owners will be required to show proof of financial responsibility by sending a copy of one of the acceptable proofs listed on the notice. The Notice Requiring Proof shall be mailed weekly on Fridays and carry a Proof of Coverage date of the previous Wednesday. The contractor shall provide lock box service for return mail.

SPECIFICATION (CONT'D)

3. The contractor shall examine the FR proof submitted by vehicle owners to verify that it meets one of the acceptable proof criteria specified by the BMV and that the financial responsibility coverage is in effect on the proof date shown on the notice for the selected vehicle. Verification shall also include evaluation of material submitted for seasonal vehicles, inoperable vehicles, sold vehicles and vehicles owned by military personnel stationed out-of-state. The contractor shall evaluate the responses to the notice pursuant to the guidelines established by the BMV. These guidelines may be modified at the discretion of the BMV.
4. A box is provided on the back of the Notice Requiring Proof of Insurance or Other FR Coverage for the vehicle owner to mark if there is a name and/or address change. Provisions are included on the back of this form for entering the change(s). The contractor shall check during processing to see if this box is marked and update files accordingly.
5. Any returned envelope(s) received in response to the notice requiring proof of insurance or other FR coverage with a post office cancellation date may be destroyed by the contractor, as the BMV will be able to track vehicle owners' response time reasonably close from the mail date and the verification date shown in the contractor's reports submitted.
6. Questionable documentation received from vehicle owners must be faxed or scanned as a legible electronic file and emailed by the contractor to a number or email address provided by the BMV for review and decision.
7. The contractor shall mail an Acknowledgment Notice (the BMV will provide verbiage to the contractor after award) to all vehicle owners in compliance or whose documentation proves eligibility for an exemption to show proof of insurance within five (5) business days after receipt of information from the vehicle owner.
8. If the vehicle owner fails to submit complete information or submits unacceptable information when attempting to verify proof of insurance coverage, the contractor shall follow up with the vehicle owners, for a maximum of three (3) responses, providing detailed information concerning the rejection of the documentation. Sample responses will be provided by the BMV. The deficiency must be adequately explained and additional verbiage provided by the contractor will be necessary in various cases. The BMV will provide the contractor with a sample form (BMV Form 3308 [Supplement Two, page 29]) to use. Requesting additional information from the vehicle owner will not delay the start of the suspension. The contractor shall provide the BMV with weekly electronic reports of results (report format to be determined later).
9. All correspondence not meeting acceptable proof criteria will be marked with vehicle plate number and BMV key number and forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system. Images must be complete copies of all documents received in the correspondence.
10. Notices returned by the post office with a forwarding address shall be re-printed and re-sent to the new address with the same proof of coverage date. The contractor shall update the BMV files with the new address.
11. Notices returned by the post office without a forwarding address will be coded as such in the electronic file and returned to the BMV for future processing. The pending suspensions for the cases without forwarding addresses will be canceled and the vendor files marked as such.
12. The contractor must close out each week's mailing by accounting for all notices which were mailed that require proof of insurance or other FR coverage. After an elapsed time of approximately forty (40) days after a given week's mailing, vehicle owners will have either responded to the notice, failed to have responded or the notice was returned by the post office as undeliverable.
13. Vehicle owners who fail to respond within thirty (30) days to the notice requiring proof of insurance or other FR coverage may be subject to suspension of driving privileges by the BMV. The contractor will maintain records of each weekly batch mailing in order to identify, after an elapsed period of thirty (30) days, the vehicle owners who fail to respond and to close out each weekly mailing after accounting for all notices mailed for the week. This information shall be required in the weekly reports on electronic file submitted by the contractor to the BMV and for the contractor's second mailing.

SPECIFICATION (CONT'D)

14. The contractor shall generate and mail once each week a First Notice of Suspension (Supplement Three, page 30-31) to vehicle owners who fail to show proof of FR coverage in existence on the proof date of coverage date of the notice requiring proof of insurance or acceptable documentation for exemption and also to those who fail to respond to this notice.
15. Vehicle owners shall send responses to the second mailing (First Notice of Suspension) to the contractor. The contractor's name shall not appear on any forms or envelopes mailed to vehicle owners. The contractor shall be responsible for providing lock box service for return mail.
16. The contractor shall evaluate responses to the First Notice of Suspension pursuant to guidelines established by the BMV (guidelines may be modified at the discretion of the BMV).
17. The contractor shall print and mail acknowledgment notices to vehicle owners in compliance.
18. The contractor shall print and mail BMV Form 3308 to vehicle owners not in compliance, stating the detailed reason for rejection of information. Sample responses will be provided by the BMV, but the deficiency must be adequately explained and additional verbiage supplied by the contractor may be necessary in various cases. Requesting additional information from the vehicle owner will not delay the start of the suspension. If required, the BMV Form 3308 will be mailed one (1) time after the First Notice of Suspension is sent. The contractor will be responsible for providing the BMV with a transaction report on electronic ASCII text file on a weekly basis and providing an account each week in the transaction report to the BMV of the number of first suspension notices mailed since the previous week's report (see Program Reports, page 13-14).
19. The contractor will be responsible for printing and mailing a Second Notice of Suspension, BMV Form 3632 (Supplement Four, page 32-33) and BMV Form 2007, Reinstatement Fee Payment instructions (Supplement Five, page 34), which is a single-sided bar-coded form. The bar-code specified is designated as Xerox Font BB16NP.FNT. This font is used on any forms requiring a bar-code and should be compatible with the BMV scanning equipment. The contractor will mail the Second Notice of Suspension by certified mail, return receipt requested, to the vehicle owners identified by the contractor. Instructions for certified mailing are discussed in the Second Notice of Suspension.
20. The contractor shall keep a record of all Second Notices of Suspension mailed and report these mailings as they are conducted in accordance with the contractor tasking and report requirements specified below. Copies of the Second Notice of Suspension, front and back, and the BMV Form 2007 mailed to vehicle owners shall be provided by the contractor to the BMV for its files via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.
21. The contractor will forward to the BMV, by email, any requests for administrative hearings, along with a copy of the Notice of Suspension. BMV contact information will be provided after award of the bid.
22. Closing of contractor files for updating purposes for a specific week shall be 6:00 p.m. on Friday of that week. The electronic ASCII text file for the specific week must be received by the BMV by 8:00 a.m. the following Monday.
23. Information/data from correspondence received after the close of a file for a specific week that would normally result in the cancellation of a pending or open suspension case will be forwarded to the BMV on a daily basis via ASCII text file (record layout to be determined by the BMV after award of contract). Records in the contractor's database shall be marked "late information received, forwarded to BMV for case deletion on (date)". This correspondence, in its entirety, will be marked with vehicle plate number and BMV key number and will be forwarded daily to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.
24. Responses received after the close of a file for a specific week that are inadequate to cancel a case will be sent BMV Form 3308 by the contractor. The documentation will be marked with vehicle plate number, BMV key number and notation "3308 sent". Electronic copies of this correspondence will be forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.

SPECIFICATION (CONT'D)

25. The contractor is required to correct all file, computer, mailing, data, and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including but not limited to, programming and postage, printing and mail costs of additional letters/notices, will be borne by the contractor and not billed to the BMV.
26. The contractor is required to provide the BMV with access from BMV headquarters to the contractor's database for viewing and updating purposes via a secure network connection. The database must be current and available for immediate updating by BMV personnel. The database must be searchable by license plate number, name, partial name, BMV case number and key number. The layout of the database must be approved by the BMV and must not include extraneous information. The database shall include a Comment Log for the purpose of recording written commentary by both the contractor and the BMV personnel.
27. The contractor's database must have the capability of being flagged so a specific record cannot be put into compliance without a BMV supervisor override. The purpose of this requirement is to prevent an individual with a history of providing fraudulent documentation to the BMV from re-submitting that documentation to the contractor and having it accepted without verification.
28. The BMV may require changes to any and all Notices utilized in this program. Changes must be made within two (2) business days of written request by BMV to contractor to make change.
29. The BMV may request copies of specific Notices. The copies requested by BVM from the contractor must be emailed to the BMV within two (2) business days of written request by BMV to the contractor.
30. All correspondence requiring a response, other than that supplied on BMV Form 3308 shall be marked with the vehicle plate number and BMV key number and forwarded weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV document imaging system. The correspondence must be forwarded in its entirety. These documents must be mailed to:  
  
Bureau of Motor Vehicles  
1970 W. Broad St.  
Columbus, Ohio 43223-1102
31. The contractor shall log all completed customer correspondence and communications, written and verbal, in the Comment Log which shall be a part of the web site provided by the contractor. The BMV customer service team will only log customer calls indicating a problem, however, all other calls requesting general information will not be logged by the BMV customer service team. The Comment Log shall only use abbreviations approved and accepted by the BMV. Minimum available space for each comment shall be six hundred (600) characters/spaces. The minimum number of comments shall be twelve (12) per notice.
32. Checks made out to the BMV or Treasurer, State of Ohio for payment of the reinstatement fee and any accompanying documentation must be sent to the BMV via overnight mail to:  
  
Bureau of Motor Vehicles  
1970 W. Broad St.  
Columbus, Ohio 43223-1102
33. After evaluation of accompanying documentation and appropriate action, all canceled checks received by the contractor for the purpose of showing insurance payment shall be returned to the vehicle owner by the contractor. Checks may be returned as a separate mailing or may be included with other program documents mailed to the vehicle owner.
34. Vehicle owners will have questions regarding the requirements of this random selection program. The contractor shall establish a toll free telephone number and provide the personnel to answer telephone inquiries. The toll free telephone number shall be staffed from 8:00 a.m. through 6:00 p.m. weekdays and from 8:00 a.m. through 2:00 p .m. on Saturdays. Customer service personnel must adhere to the BMV telephone policy when responding to customer inquiries and concerns (Supplement Six, page 35). Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Staffing will not be required on state-observed holidays ( <http://ohio.gov/stateemployee/benefits/>).

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

SPECIFICATION (CONT'D)

35. The contractor shall arrange for a caller service post office box in the state's name. The contractor shall have full access to the lock box and shall pick up the lock box mail daily Monday through Friday and process the mail received as specified in this ITB. Mail pickup may be omitted on state-observed holidays (<http://ohio.gov/stateemployee/benefits/>).
36. The contractor shall re-set the case numbering each October for cases that have a suspension start date beginning the first week of January the following year.

B. Program Documents

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

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

\* Filled in by contractor

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

2. Notice Requiring Proof of Insurance or Other FR Coverage

- a. The Notice Requiring Proof of Insurance or Other FR Coverage printed by the contractor and mailed to vehicle owners is shown in Supplement One, page 27-28. The variable vehicle registration information to be printed by the contractor consists of the owner's name/address, license plate number, identification (key) number and registration expiration date. The BMV form number is to be printed vertically down the left side of the notice (by owner's name).

SPECIFICATION (CONT'D)

- b. The Case Number range shall be determined by the state but generated by the contractor. The Case Number range must contain no duplicates and it must run in sequence. Case numbers shall be re-set every October for cases beginning in January. The BMV will provide the new sequence start number.
  - c. The Notice Requiring Proof of Insurance or other FR coverage shall be mailed in a number 10 envelope having two (2) windows, one (1) for the return address and one (1) for the vehicle owner's name and address or the contractor may use a single window number 10 envelope with the return address printed in the upper left corner of the envelope. The envelope should state "Return Service Requested" to advise of the new address for undeliverable mail. The contractor shall include a number nine (9) return envelope with each notice mailed. The return envelope shall have a bar code to facilitate post office processing.
  - d. The mailing date shall be displayed on the top portion of the Notice Requiring Proof mailed to the vehicle owner. The date used by the contractor in evaluating whether or not vehicle owners have financial responsibility coverage will be printed in bold face type on the Notice Requiring Proof and will be the date of the Wednesday previous to the mailing date of the Notice. The random selection will be limited to one (1) vehicle registered to an owner.
  - e. The vehicle owner's name and address at the top of the form must be positioned to show in the window of the number ten (10) mailing envelope. The license plate number must also appear in the window. The number 10 envelopes may have two (2) windows, one (1) for the return address and one (1) for the vehicle owner's name and address or the contractor may use a single window number 10 envelope with the return address printed in the upper left corner of the envelope. The envelope should state "Return Service Requested" to advise of the new address for undeliverable mail.
  - f. The contractor shall provide a toll free telephone number on the notice.
3. First Notice of Suspension
- a. The contractor shall generate and mail the First Notice of Suspension (Supplement Three, page 30-31) to vehicle owners who failed to show proof of FR coverage in existence on the requested date of the notice requiring proof of insurance or other FR coverage and also to vehicle owners who failed to respond to this notice. The contractor shall provide the window envelope and postage for mailing the suspension notice. The postage for return response will be the vehicle owner's responsibility. The response will be to the contractor's address shown on the suspension notice.
  - b. The proof of insurance date shall be shown on the top portion of the notice, as well as the year and make of the vehicle, the customer identification (key) number, the dates of suspension and the reinstatement fee amount.
  - c. The vehicle owner's name and address at the top of the form must be positioned to show in the window of the number ten (10) mailing envelope which contains the First Notice of Suspension. The letter may state "Return Service Requested" provided the window is sufficiently large to read this request and the customer's address. If the window is not large enough to allow the request and customer address to be read, the envelope should state "Return Service Requested" to advise of the new address for undeliverable mail. The license plate number must also appear in the window. The BMV Form Number 3628 is to be printed vertically down the left side of the notice (by the owner's name).
  - d. If any correspondence from the customer indicates a change of address and/or name, the contractor shall use this corrected information in mailing the First Notice of Suspension.
  - e. If a notice is returned to the contractor with a change of address notation from the postal service, the contractor is to note the address change (update the BMV records) and mail another first Notice of Suspension, utilizing the "new" address. This will not reset the response time nor change the beginning date of the suspension. If a notice of Suspension is returned without a forwarding address from the post office, the contractor is to cancel the suspension and code this as undeliverable on the file returned to the BMV for further processing.

SPECIFICATION (CONT'D)4. Second Notice of Suspension

- a. The contractor shall generate and mail, via certified mail, a Second Notice of Suspension, BMV Form 3632 (Supplement Four, page 32-33) and BMV Form 2007, Reinstatement Fee Payment Instructions (Supplement Five, page 34) to vehicle owners who have been identified by the contractor. A number nine (9) return envelope is to be included in the mailing. The contractor's name shall not appear on any forms or envelopes mailed to vehicle owners. The contractor shall provide and use forwarding and address correction request envelopes for all suspension notices mailed. The response will be to the BMV address shown on the suspension notice and the telephone number will be the general information number of the BMV.
- b. The proof of insurance date will be shown on the top portion of the notice, as well as the year and make of the vehicle, the customer identification (key) number, the dates of suspension and the reinstatement fee amount.
- c. The vehicle owner's name and address at the top of the form must be positioned to show in the window of the number ten (10) mailing envelope which contains the First Notice of Suspension. The letter may state "Return Service Requested" provided the window is sufficiently large to read this request and the customer's address. If the window is not large enough to allow the request and customer address to be read, the envelope should state "Return Service Requested" to advise of the new address for undeliverable mail. The license plate number must also appear in the window. The BMV Form 3632 number is to be printed vertically down the left side of the notice (by the owner's name).
- d. The vehicle owner's name must appear on the BMV Form 2007, as well as the BMV Account (key) number (identification number); BMV Case number and reinstatement fee amount. The BMV's address must be positioned to appear in the window of a number nine (9) return envelope. The BMV Form 2007 number must appear vertically to the left of the BMV's address.
- e. The contractor may print addresses on certified mail return green cards, either indirect impact or labels, if approved by postal authority. The BMV Case number must appear on the label and/or green card.
- f. The contractor must close out each week's mailing by accounting for all Second Suspension Notices mailed as set for in Reports. After an elapsed time of approximately forty (40) days after a given week's mailing, vehicle owners will have either responded to the notice, failed to have responded or the notice was returned by the post office as undeliverable to the BMV.

5. General Requirements for Forms

- a. Printer: The contractor shall use a laser printer to produce forms, letters, etc. with clear, sharp images.
- b. Paper: The form paper must be within the range of twenty (20) to twenty-four (24) pounds by weight for the Notice Requiring Proof of Insurance or Other FR Coverage, the First Notice of Suspension, the Second Notice of Suspension and the Reinstatement Fee Payment Instructions.
- c. Proofs: Prior to mailing a notice requiring proof of insurance or other FR coverage to vehicle owners, the contractor shall submit a proof of all letters, front and back and a proof of the number ten (10) envelope for BMV approval. The proofs shall be submitted to the following address:

Ohio Department of Public Safety  
Administration Division/Purchasing  
1970 W. Broad Street, 5th Floor  
Columbus, OH 43223-1102

C. Program Reports

1. The results of the random selection of vehicle registrations for vehicle owner's compliance with financial responsibility requirements shall be submitted to the BMV on a weekly basis. The weekly report files provided by the contractor to the BMV shall be in the same format as the registration file data the BMV sends to the contractor. The report format is shown in Supplement Seven, page 36 and must include the following:
  - a. Number of notices mailed requiring proof of insurance or other FR coverage since the previous week's report.
  - b. Results of FR evaluation of all mail received at the lock box the previous week.

SPECIFICATION (CONT'D)

- c. A breakdown by vehicle owner name and license plate number for FR notices returned by the post office as undeliverable.
  - d. A breakdown by name and license plate number of vehicle owners who were mailed a notice of suspension for failure to show FR compliance.
  - e. A breakdown by name and license plate number of vehicle owners who were mailed a notice of suspension for failure to respond to the notice requiring proof of insurance or other FR coverage.
  - f. A summary of program results.
  - g. A number summary of telephone calls received for each day of the preceding week.
2. The report identification is shown at the top of Supplement Seven, page 36. The transaction volume will be the volume of all activity completed for the week for mail received at the lock box (i.e. FR verification, suspension notices mailed and the volume of notices returned undeliverable by the post office listed in the report). The report must show separately the number of FR notices mailed for the week. These will be accounted for in subsequent week's evaluation of lock box responses.
  3. The report shall be emailed to the BMV by 9:00 a.m. each Friday for the preceding week's mail received at the lockbox and shall include the following information for each week's activity:
    - a. Notices mailed requiring proof of insurance or other FR coverage (since the last report):
      1. Notices;
      2. Batch Number;
      3. Notice Mail Date; and
      4. Number of Notices mailed.
    - b. Verification of proof of insurance or other FR coverage (since last report):
      1. Vehicle Owners in FR compliance;
      2. Verification date;
      3. Number of vehicle owners in FR compliance on mail date of the notice requiring proof of insurance or other FR coverage. Include in this total count late responses that are in FR compliance;
      4. List separately the number of late responses included in the above total count of vehicle owners in FR compliance; and
      5. Break down by vehicle owner name and license plate number, the FR notices returned by the post office as undeliverable.
    - c. Suspension notices mailed for failure to show FR compliance (since last report):
      1. Vehicle owners not in FR compliance on mail date of notice requiring proof of insurance or other FR coverage.
        - a) Break down by vehicle owner name and license plate number;
        - b) With each name/license plate number entry, include FR notice mail date and verification date; and
        - c) Show total count of notices of suspension mailed for vehicle owners not in FR compliance.
      2. Vehicle owners who fail to respond to notice requiring proof of insurance or other FR coverage.
        - a) Break down by vehicle owner name and license plate number;
        - b) With each name/license plate number entry, include FR notice mail date and verification date. Verification date should be thirty (30) to forty (40) days after mail date of verification notice; and
        - c) Show total count of notices of suspension mailed for vehicle owners who failed to respond.

SPECIFICATION (CONT'D)d. Second suspension notices mailed:

1. Vehicle owners that have been designated to receive a Second Notice of Suspension;
2. Break down by vehicle owner name and license plate number;
3. Show Second Notice of Suspension ending date for each vehicle owner; and
4. Show total count of Second Notices of Suspension to vehicle owners.

e. Summary of verification results:

1. Summarize the verification results in the report for the week evaluated as shown in Supplement Seven, page 36. Also summarize the total results from the start of the program up to and including the last week that all notices were mailed, requiring proof of insurance or other FR coverage. Ensure all items are accounted for. Enter the date of the last closed out week in the report.
2. In the summary analysis of Supplement Seven, page 36, the undeliverable notices are excluded in computing the program FR percentages since the vehicle owner's FR status at the time would be unknown.
3. The summary results represent an average for the week and for the complete program activity to date since responses received at the lock box during a given week could be responses to several different previous week's mailing of notices requiring proof of insurance or other FR coverage.
4. The bidder shall submit, with the bid response, a sample report showing the format and information required.

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

D. Program Frequency/Time Schedule

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

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

SPECIFICATION (CONT'D)

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

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

- E. Ownership of Software and Data: Any pre-existing software or hardware that is proprietary to the contractor and which is utilized in the performance of activities to fulfill the service requirements to the state of Ohio under the contract will remain under the sole ownership of the contractor. Any software written expressly for the use of interfacing with and operation of state computer systems will be the property of the State.
1. Restriction on Use of Information: The parties acknowledge that some of the data which will be used in the performance of this contract is "personal information" or "sensitive personal information" as defined in the Federal and Ohio Driver Privacy Protection Acts (DPPAs) 18 USCA § 2721, et seq., and [ORC 4501.27](#), respectively, and it is the parties' intention to comply with all applicable provisions of those acts. The state will provide data to the contractor for use of the contractor as the state's agent in carrying out the state's governmental function of determination of financial responsibility. The contractor may use the data in carrying out the state's governmental functions but for no other purpose. The state will provide to the contractor only the data necessary for producing and mailing the notices regarding determination of financial responsibility and shall not provide any other data protected under the DPPAs. Specifically, the state will not provide any data from the state's motor vehicle registration files unless it is required for producing and mailing the notices for determination of financial responsibility. The contractor agrees not to use, retain or disclose any state supplied data for any other purpose.
  2. Deletion of Information after Use (Contractor cannot store data.): The contractor agrees to delete any state supplied data from its records immediately upon completion of the production and mailing of the final batch of suspension notices for each file. Contractor will continue to maintain state supplied information on the contractor's website utilized by the State for program information and updating purposes for a period of twelve (12) months from the date the information is placed on the website. After deleting information, the contractor must be sure any storage that was used is properly sanitized, following State standards (using a degaussing tool or wiping software). The current state policy regarding the sanitation of IT equipment is located at <http://das.ohio.gov/Portals/0/DASDivisions/DirectorsOffice/pdf/policies/informationtechnology/ITP-E.1.pdf>
  3. Privacy Requirements: During all times the state's data is in the possession of the contractor, the contractor shall keep it private and shall protect all data from disclosure. The contractor shall strictly prohibit any unauthorized disclosure by contractor's agents or employees or by any other person.

SPECIFICATION (CONT'D)F. Security

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

1. Security Plan: The contractor must have physical security covering their facility (theft, alarm system, fire protection, etc.)
2. Data Security: The contractor must meet current and future State and ODPS security policies, by reviewing and adhering to all applicable state of Ohio IT Privacy and Security standards policies and bulletins. This information is available by selecting the following links:  
<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies.aspx> and  
<http://www.privacy.ohio.gov/Business.aspx>
3. Security Breach: The contractor must have the capability to monitor their information systems and networks to detect any signs of intrusion. Any intrusions, data breaches or system thefts must be immediately reported to the ODPS using the ODPS Security Breach Notification Protocol that will be supplied upon award.
3. System Security: The contractor must implement methods for safeguarding against loss of records being captured for central storage and to prevent unauthorized persons from using the system. The contractor must ensure only the appropriate personnel have access to ODPS files.

G. Business Continuity Plan

1. The contractor must submit with the bid response a business continuity plan to ensure that the contractor's system is recoverable from and remains in operation during an unexpected crisis.
2. The contractor's business continuity plan must provide for the continuation of business with no interruptions and loss of services, other than for scheduled application updates and upgrades.
3. The business continuity plan and methodology provided by the contractor must also easily adapt to vulnerabilities and ever-changing threats and integrates privacy and security into the business continuity process.

H. Disaster Recovery Plan

1. The contractor must submit with the bid response a disaster recovery plan that includes the process, policies and procedures of restoring operations critical to the resumption of the system including regaining access to data (records, hardware, software, etc.), communications (incoming, outgoing, etc.) and other business services after a natural or human-induced disaster.
2. The contractor must provide a well-established and thoroughly tested disaster recovery plan.
3. The contractor must provide a cohesive relationship between the Business Continuity Plan and the Disaster Recovery Plan that is often considered to be part of the larger process that is the Business Continuity Plan.

I. Quality Control and Quality Assurance Plan

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

SPECIFICATION (CONT'D)J. Transition Requirements and Plan

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

1. Define transition tasks
2. Breakdown of the contractor and the ODPS roles and responsibilities for a successful transition
3. Identify critical and non-critical dependencies
4. Data conversion requirements

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

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

K. Staffing

The bidder should offer a work team that collectively meets all the requirements of this ITB, additionally, the bidder should provide a contact person at the time of bid award that will identify all key personnel required to do the project and their responsibilities on the project. All of the items listed below may be requested by the using agency.

1. A matrix matching each team member to the staffing requirements,
2. A contingency plan that shows the ability to add more staff if needed to ensure meeting the project's due date(s),
3. A discussion of the bidder's ability to provide qualified replacement personnel.

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

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

IV. BID PRICING

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

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

1. Providing the Notice Requiring Proof of Insurance or Other FR Coverage
2. Printing the Notice Requiring Proof of Insurance or Other FR Coverage
3. No. 10 window envelopes for mailing the Notice to vehicle owners and a No. 9 return envelope

SPECIFICATION (CONT'D)

4. Postage for contractor mailing the No. 10 window envelope (postage for the No. 9 return envelope will be paid by the vehicle owner). No. 10 envelopes shall bear contractor's return address and notation, "Return Service Requested".
5. Lock Box rent and service of daily pick up of return mail Monday through Friday
6. Evaluation of responses received from vehicle owners to determine if each owner had FR coverage in effect on the proof of coverage date shown on the notice, or provided acceptable documentation to prove an exemption.
7. Checking responses for name/address change marked on the form box and updating the file.
8. Providing BMV with a transaction report via FTP on a weekly basis with the information described on pages 13 through 15 under "Program Reports".
9. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the ODPS/BMV.
10. Printing and re-sending Notice Requiring Proof to the new address provided by the post office with same proof of coverage date and updating file for returned mail with forwarding address,.
11. Postage for re-mailing of Notice Requiring Proof to the new address
12. Coding file to inform BMV of mail without forwarding address for future processing by BMV and canceling pending suspension.
13. Responding to customer with BMV Form 3308 within five (5) business days after receipt of information from customer, up to a maximum of three (3) responses, advising customer of detailed reason for deficiency for incomplete or invalid responses.
14. Provide and print BMV Form 3308 "Proof of Insurance".
15. No. 10 window envelopes for mailing BMV Form 3308
16. Postage for mailing BMV Form 3308
17. Maintaining secure network connection with access for BMV headquarters to the contractor's database for viewing and updating purposes.
18. Forwarding weekly to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system all correspondence not meeting acceptable proof criteria. Documents will be marked with vehicle plate number and BMV key number.
19. Forwarding information/data from correspondence received after the close of a file for a specific week that would normally result in the cancellation of a pending or open suspension case on a daily basis via ASCII text file, with record layout to be determined by the BMV at a later date. Records in the contractor's database will be marked "late information received, forwarded to BMV for case deletion on (date)". This correspondence in its entirety will be marked with vehicle plate number and BMV key number, and will be forwarded daily to the BMV via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.
20. Forwarding to the BMV by email and overnight mail any requests for administrative hearings, along with a copy of the Notice of Suspension.
21. Forwarding weekly to the BMV, via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system, all correspondence requiring a response, other than that supplied on BMV Form 3308, marked with vehicle plate number and BMV key number.
22. Flagging database so that a specific record cannot be put into compliance without a BMV supervisor override.
23. Changes to Notices are to be made within two (2) business days

SPECIFICATION (CONT'D)

24. Forwarding checks made out to the Bureau of Motor Vehicles or Treasurer, State of Ohio, and any accompanying documentation to the BMV via overnight mail. Cancelled checks for the purpose of showing insurance payment will be returned by the contractor to the customer, after evaluation of accompanying documentation and appropriate action.
  25. Returning all registration electronic files to the BMV by the end of the program.
  26. Providing toll free telephone number and personnel to answer telephone inquiries, staffed from 8:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 2:00 p.m. on Saturdays. Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Customer service personnel must adhere to Bureau telephone policy when responding to customer inquiries and concerns.
  27. Transferring files, incoming mail, customer inquiries and website information per BMV requirements when contract is completed or canceled.
- B. Acknowledgment Notice Cost: The cost per transaction shall include, but not be limited to, the following:
1. Provide and print (one-sided printing) a one (1) page "Acknowledgment Notice".
  2. No. 10 window envelope for mailing "Acknowledgment Notice" bearing contractor's return address. Notation regarding return service is not used.
  3. Postage for mailing "Acknowledgment Notice".
  4. Respond to customer with "Acknowledgment Notice" within five (5) business days after receipt of satisfactory insurance information from vehicle owner.
- C. First Notice of Suspension Cost: The cost per transaction shall include, but not be limited to, the following:
1. Generating information for the First Notice of Suspension and printing the notice.
  2. Providing window envelope (No. 9 or 10) and postage for contractor mailing the first suspension notice to vehicle owners who fail to show FR compliance. Envelope shall bear contractor's return address and notation "Return Service Requested".
  3. Evaluation of responses received from vehicle owners to determine if each owner had FR coverage in effect on the mailing date shown on the notice or provided acceptable documentation to prove an exemption.
  4. Re-send First Notice of Suspension to new address provided by post office with same proof of coverage date for returned mail with forwarding address.
  5. Coding file to inform BMV of mail without forwarding address for future processing by BMV and canceling pending suspension.
  6. Providing, printing and mailing BMV Form 3308 "Proof of Insurance".
  7. Respond to vehicle owner with BMV Form 3308 within five (5) business days after receipt of information from vehicle owner for incomplete or invalid responses. Provide a maximum of one (1) response, advising vehicle owner of detailed reason for deficiency. This action will not delay the start of the suspension. Return address for this form is the BMV's Columbus address.
  8. Forwarding to the BMV on a daily basis via ASCII text file all responses received after the close of a specific week's file that would result in the cancellation of a pending or open suspension.
  9. Maintaining secure network connection with access from BMV headquarters to the contractor's database for viewing and updating purposes.
  10. Forwarding to the BMV by fax and overnight mail any requests for administrative hearings, along with either a copy of the Notice of Suspension, or data listing Case No., proof of coverage date and the starting and ending dates of the suspension.
  11. Providing the BMV with a transaction report on electronic file on a weekly basis.

SPECIFICATION (CONT'D)

12. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the BMV.
13. Provide an accounting each week in the transaction report to the BMV of the number of first suspension notices mailed since the previous week's report.
14. Providing toll free telephone number and personnel to answer telephone inquiries, staffed from 8:00 a.m. to 6:00 p.m. on weekdays and from 8:00 a.m. to 2:00 p.m. on Saturdays. Staffing should be sufficient so that incoming calls are answered within thirty (30) seconds and hold time is limited to two (2) minutes. Customer service personnel must adhere to BMV's telephone policy when responding to customer inquiries and concerns.

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

1. Generating the Second Notice of Suspension (Supplement Four, page 32-33) and BMV Form 2007, Reinstatement Fee Payment Instructions (Supplement Five, page 34) and printing the notices.
2. Window envelope (No. 9 or 10) and postage (Certified Mail, Return Receipt Requested) for contractor mailing the second suspension notice to vehicle owners who fail to show FR compliance. Envelope shall bear return address of BMV.
3. Copies of the Second Notice of Suspension and BMV Form 2007, Reinstatement Fee Payment Instructions mailed to vehicle owners will be provided to the BMV for its files via a digital image compatible with Tiff Group 4 and capable of being downloaded into the BMV's document imaging system.
4. Return of electronic ASCII text file to BMV for loading into the BMV computer system.
5. Provide an accounting each week in the transaction report to the BMV of the number of second suspension notices mailed since the previous week's report.
6. Correcting all file, computer, mailing, data and other errors within forty-eight (48) hours of discovery or notification. All costs involved in correcting contractor errors, including, but not limited to, programming and postage, printing and mailing costs of additional letters/notices, will be borne by the contractor and will not be billed to the BMV.

V. BIDDER QUALIFICATIONS

- A. The bidder must have four (4) years of experience in successfully completing contracts utilizing program(s) similar to this program.
- B. The bidder and/or it's subcontractor must have the computer and mailing systems to be used, including software and programming.
- C. Contractor's Facilities: All services and related functions are to be accomplished at a facility owned, rented or leased by the contractor or their subcontractor for such services. The state reserves the right to visit the facility at any time during the contractor's or subcontractor's normal business hours.
- D. Bidder References: The bidder should include a minimum of one (1) reference for whom the bidder has successfully provided four (4) continuous years of service on a project that was similar in nature, size and scope to the work. This reference must relate to work that was completed within the past four (4) years. This ITB includes a reference form as Attachment Two, page 38. The bidder must use this form and fill it out completely for each reference. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may deem the bid response not responsive and shall receive no further consideration for award.

The reference(s) must be willing to discuss the bidder's performance with the DAS, Office of Procurement Services during the bid evaluation. Failure to provide references that are able, available and willing to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and further consideration for award may not be given.

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

SPECIFICATION (CONT'D)

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

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

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

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

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

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

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

The State seeks insightful responses that describe state-of-the-art methods. Plans should demonstrate that the bidder would be prepared to quickly undertake and successfully complete the required tasks.

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

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

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

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

Establishing a lock box

Notice requiring proof of insurance

Financial responsibility inquiries

Second Suspension Notice

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

First Suspension Notice

Proofs (see under Proofs)

SPECIFICATION (CONT'D)

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

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

- F. Security Plan: The bidder should provide with the bid response a security plan covering physical security considerations (theft, alarm system, fire protection, etc.) for their facility (See page 17, paragraph III.F.1.)
- G. Data Security Plan: (See page 17, paragraph III.F.2.) The bidder should submit with the bid response a Data Security Plan that includes the following information.
1. A comprehensive approach to the maintenance of secure data.
  2. Identification of what data needs to be stored (to minimize security issues).
  3. Notification that the state is the ultimate owner with contractor responsible for safe guarding.
  4. Documented audit trails, specifying who grants access to whom, for what data and at what level, and what access rights are available (read, write, delete).
  5. A data classification scheme to determine how different types of data should be retained on backup, meet regulatory requirements, determine level of approval and assist in setting policy.
  6. Definition of the encryption used for data that leaves a secure data center via everything – CD, DVD, USB drives, backup tapes, laptops, etc. along with firewalls, anti-virus programs and intrusion protection.
  7. If the contractor elects to have independent third party audits performed, the details regarding required security audits and any data security weaknesses must be identified to the state. A plan must be put in place to fix problems.
  8. Daily data backup schedule at a minimum, so a complete copy of recent data is readily available. Daily data backups must be stored at a remote, secure location.
  9. Notification of a plan, schedule and implementation of employee informational sessions/documentation regarding policies and procedures that employees will follow to protect data.
- H. Business Continuity Plan: The plan should be submitted as specified on page 17, paragraph III.G.
- I. Disaster Recovery Plan: The plan should be submitted as specified on page 17, paragraph III.H.
- J. Quality Control and Quality Assurance Plan: The plan should be submitted as specified on page 17, paragraph III.I.
- K. Transition Plan: The plan should be submitted as specified on page 18, paragraph III.J.

All documents specified in paragraphs V.-D. through V.-K. are requested to be submitted with the bid response. If any of the documents specified are not included with the bid response, they will be requested during the bid evaluation. If documents are requested during the bid evaluation, they must be provided within three (3) business days of verbal or written request. Failure to submit documents requested during the evaluation may deem your bid not responsive and further consideration for award may not be given.

SPECIFICATION (CONT'D)VI. NOTESA. Submission of Contractor's Invoices

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

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

2. Payments to the contractor shall be per transaction for services and material provided in conducting this random selection program, as outlined in the ITB.
3. The payments for verification of proof of insurance or other financial responsibility (FR) coverage shall be for transactions completed in the following five (5) categories:

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

4. Payment will be made for the fifty-four hundred (5,400) Notices mailed each week requiring Proof of Insurance or other FR coverage. Payment will not be made separately for deficiency notices and re-mailings due to change of address. All costs associated with deficiency notices and re-mailings due to change of address are to be included in the bid price for Notices Requiring Proof of Insurance.

For 2014, there were approximately thirteen thousand nine hundred ninety-three (13,993) deficiency notices sent. In 2014 there were approximately five hundred twenty-nine (529) re-mailings of Notices Requiring Proof of Insurance.

5. Payments per transaction for the Acknowledgment Notice shall be for the total number of Acknowledgment Notices mailed. There is no requirement to re-mail Acknowledgment Notices returned by the post office due to lack of correct address.
6. Payments per transaction for First Notices of Suspension of driving privileges generated and mailed shall be for transactions completed in the following three (3) categories:
  - a. Vehicle owners not in FR compliance on the mail date of the notice requiring proof of insurance or other FR coverage.
  - b. Vehicle owners who fail to respond to the FR notice.
  - c. BMV Forms 3308 mailed.
7. Payments per transaction for Second Notices of Suspension shall be for the actual number of Second Notices mailed.

SPECIFICATION (CONT'D)

- B. Test of IT: After award of the contract and prior to contract inception, the contractor will test the transmission of the BMV data from and to BMV in the formats which will be used when the system goes live to verify the compatibility between the ODPS and contractor's systems. This must include the FTP process, the Tiff Group 4 and the Bar Code scan of BMV Form 2007. Failure to achieve successful transmission and compatibility of systems will deem the contractor out of compliance with contractual requirements and may result in termination of the contract award.
- C. Acceptance: There will be no formal acceptance procedure unless the ITB expressly provides otherwise. If the ITB does not provide otherwise, the acceptance procedure will be an informal review by the Work Representative to ensure that each deliverable and the work as a whole comply with the requirements of the contract.
- D. Laws, License and Regulations: The contractor shall acquire, at their expense, any permits, approvals, licenses, certifications or similar authorizations required by any federal, state or local agency to perform the total services of the project, as well as maintaining them throughout the term of the contract. Further, the contractor shall comply with any and all laws, rules and regulations pertaining to the performance of services delivered through this contract.
- E. State/Contractor Representatives: The state's representative under the contract will be the person referenced in the ITB or identified in a subsequent notice to the contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the project by the contractor, will conduct all liaison with the contractor and will accept or reject the deliverables and the completed project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the project to act as the Agency Project Representative for those individual portions of the project.

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

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

F. Work Responsibilities

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

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

- G. BMV Form 3308 (Supplement Two, Page 29): A Form 3308 mailed prior to the First Notice of Suspension should show the return address of the contractor. A Form 3308 mailed after the First Notice of Suspension has been mailed should show the return address of the BMV Columbus office.
- H. Overnight Mail Cost: The contractor will not be responsible for the cost of overnight mail to BMV of the checks and requests for administrative hearings. The BMV will provide the contractor with the BMV carrier service contract number.

PRICE SCHEDULE

| OAKS<br>ITEM ID | ITEM   | PRICE PER<br>TRANSACTION<br>(MAILING) |
|-----------------|--|---------------------------------------|
| 17973           | Verification of Proof of Insurance or<br>Other Financial Responsibility Coverage   | \$ .900                               |
| 17974           | First Notice of Suspension   | \$ .649                               |
| 17975           | Acknowledgment Notice  | \$ .635                               |
| 17976           | Second Notice of Suspension mailed via certified mail, return receipt<br>requested (cost to include postage and all other related costs) | \$ 6.950                              |

**COST ALLOCATION** – This section must be completed and submitted with the Bid Submission. Failure to complete this section may deem the Bid as not responsive and no further consideration given.

Bidder should indicate the breakdown of cost by the percentage of cost for labor, equipment/supplies, postage and other.

Percentage of cost for labor: 29%

Percentage of cost for Equipment/Supplies: 24%

Percentage of cost for Postage: 47%

Other (please explain) \_\_\_\_\_%

\_\_\_\_\_

Must total 100%

CONTRACTOR'S INDEX

CONTRACTOR AND TERMS:

BID/CONTRACT NO.: OT901116-1



Minority Business Enterprise

57218  
Three Leaf Productions, Inc.  
261 West Johnstown Rd.  
Gahanna, OH 43230

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Mike Cummins

Telephone: (614) 626-4941  
Fax: (614) 626-8880  
Email: [mcummins@three-leaf.com](mailto:mcummins@three-leaf.com)

Preferred Method of receiving Purchase Orders:

Email: [mcummins@three-leaf.com](mailto:mcummins@three-leaf.com)