

**RFP 25-80190**  
**Driver Safety Program**

**Overview**

Administer Driver Safety Program (DSP) in compliance with Indiana applicable statutes, regulations, and statistical data, utilizing the following formats:

1. Deliverable Format
  - a. Virtual curriculum format
  - b. Physical Media (DVD) curriculum format
2. Onsite (Classroom) Format
  - a. Workbook curriculum format

**Requirements**

1. The Contractor shall conduct the DSP courses based on curriculum requirements.
2. The Contractor shall administer a program as requested by the State, which shall be based on, reference, and use Indiana applicable statutes, regulations, and statistical data utilizing required formats.
3. The virtual curriculum must provide a closed-caption component for customers with hearing impairments suitable for all facets of DSP courses.
4. Physical media, curriculum, if applicable, must provide a closed-caption component for customers with hearing impairments suitable for all facets of DSP course.
5. All the Contractor's DSP virtual sites must be in compliance with local, state, and federal rules and regulations.
6. All the Contractor's Classroom courses must provide an interpreter(s) for the hearing impaired suitable for all facets of the DSP courses.
7. All Contractors with DSP classroom sites must be in compliance with local, state, and federal rules and regulations.
8. All Contractors with DSP classroom sites must hold class no less than once every thirty (30) days located such that an individual would have the opportunity to attend a class without having to travel more than fifty (50) miles.
9. The Contractor agrees to provide a minimum of four (4) hours of course presentation time excluding registration and break time.
10. The Contractor agrees not to charge more than \$55.00 total for a student to register, take the exam, any additional offerings related to the DSP course and submit the results of the DSP course.
11. The Contractor shall provide the State's Director of Driver Ability (or similar designee as notified by the state) with the curriculum, including any workbooks or similar materials utilized for the Provider's DSP when requested.
12. The Contractor will continually monitor legislative and policy changes in Indiana and will update any curriculum for the State's approval within thirty (30) days of any changes, unless otherwise agreed to by the parties.
13. Use of Curriculum, including any changes to the curriculum, is subject to approval of the State prior to implementation.
14. The Contractor shall require DSP students to formally register for the DSP course directly with the Contractor.
15. The Contractor shall provide the State with a detailed plan of how the DSP students will register.
16. For registration purposes, the Contractor shall request information from the students that includes the student's full name, date of birth, full street address, and Driver's License number.
17. The Contractor will provide the DSP student completion data pursuant to the State's processes regarding the transfer of such data. The Provider will transfer data via a secure file transfer protocol ('SFTP'), when notified by the state. Upon occasion, the State may alter or enhance the transfer process to provide better service for DSP students. These actions may require the acquisition of additional hardware and/or software by the Contractor. The Contractor will adapt to any process changes with timeliness as agreed to by the parties.

18. The Contractor shall designate a customer service person whom the State can contact directly for any specific student concerns or any other complaints regarding any issue related to this contract.
19. The Contractor must resolve all student concerns, complaints, or issues within seventy-two (72) hours of notification of the matter.
20. Upon notification of the Contractor's failure to meet the performance standard for any State DSP procedures and required services, the Contractor shall have fifteen (15) calendar days to correct the deficiency or performance failure.
21. The Contractor agrees that the State may institute monetary sanctions should the contractor not appropriately correct the deficiencies or performance failures.
22. The Contractor agrees that the State may impose monetary sanctions against the Contractor for each occurrence of non-compliance with the DSP procedures or required DSP services. The amounts are as follows:
  - a. 1st Occurrence - \$25.00
  - b. 2nd occurrence - \$50.00
  - c. 3rd Occurrence and every occurrence thereafter \$100.00
23. Each deficiency is an "occurrence", regardless of the type or category of the deficiency or performance failure.
24. The State shall send electronically or by mail, invoices to the Contractor for the imposed monetary sanctions. The invoice shall include a brief description of each monetary sanction. The Contractor shall pay all invoices within thirty (30) days of receipt, with remittances to the State. However, the State's failure to send an invoice does not relieve the Contractor of its obligations of payment should the Contractor be aware or have reasonably known about the monetary sanctions. Failure to pay the invoice within thirty (30) days may result in additional monetary sanctions(s) due to non-performance.
25. The Contractor must protect student's information with the utmost integrity. Information collected on Indiana citizens for the purpose of DSP registration and/or completion reporting through a website must use https security protocol on all pages that collect and transmit personally identifiable information, payment transactions, and login information. Similar personal information protection protocols must be utilized for information collected in person.
26. All information collected on a student may only be used to process DSP registrations, completions, and refunds with the vendor and for transmitting completion information to the BMV.
27. The Contractor must provide details on the storage of all information collected on the student. These details must include, but are not limited to, the security measures used to encrypt student payment data, who will have access to student data, and how long student payment data is to be held before permanently deleting. Contractor and subcontractors must keep records for a period of 3 years.
28. The contractor must electronically transmit to the BMV a list of the DSP students who successfully completed the Indiana-specific DSP curriculum. Transmission of completion data must be completed within seventy-two (72) hours of student completion for classroom and Physical Media (DVD) and within twenty-four (24) hours for virtual submissions. Exceptions will be made for observed Holidays or days the contractor is considered closed for business. All submission data must be submitted daily by 3:00 P.M. EST through the States SFTP. No more than one file may be transmitted per day. A student is considered to have successfully completed a DSP course after participating in the full program and passing the respective quizzes and examinations.
29. The Contractor acknowledges that it shall be required to submit to audit(s) of its program curriculum, general processes, and information security protocols on at least an annual basis, and that the State may monitor the operation of the DSP course at its discretion.
30. The Contractor acknowledges that the Indiana Bureau of Motor Vehicles does not guarantee a minimum number of enrollments or monetary income level in association with providing the DSP course for Indiana.
31. The Contractor acknowledges that the information the Indiana Bureau of Motor Vehicles provides to potential students of available DSP Providers via its Website or other media formats does not constitute advertisement of the Provider and therefore look and placement of the information is the sole discretion of the Indiana BMV.

32. The Contractor acknowledges that Physical Media (DVD) and virtual curriculum are two different formats for the same program. All virtual Providers must provide a DVD format that can be accessed and completed independently of the virtual.
33. Respondents will be required to submit the complete Indiana-specific curriculum within 60 days of contract award recommendation from IDOA.

### **Curriculum Requirements**

1. Ensure that its business name, classroom, online material, printed material, and video material represent a professional atmosphere and presentation.
2. Develop a curriculum which focuses on both applicable Indiana State law(s) and behavioral based driving situations including but not limited to the following:
  - a. Novice drivers and the challenges they face on the road
  - b. Aging drivers and the challenges they face on the road
  - c. Driver License suspension (Cause and Consequences)
  - d. Financial Responsibility and the results of operating without insurance
  - e. Safe driving practices as it relates to sharing the road with pedestrians, trains, and other vehicles, including, but not limited to Bicycles, Motorcycles, Motor Driven Cycles, Cars, Truck, and Semi Tractors
  - f. Differences between Urban, Rural, and Expressway Driving, and how to prepare for those differences
  - g. Proper vehicle operation and defensive driving techniques specific to standard or extreme environmental weather and road conditions
  - h. Information related to traffic signals and controls
  - i. Information related to lane and road markings, right of way provisions, traffic circles (roundabout)
  - j. Information related to tailgating, proper stopping distance, turn signal usage
  - k. Information related to turning procedures, lane changes, blind spots, passing
  - l. Information on how to avoid drivers who demonstrate unsafe behavior
  - m. Information relative to avoiding collision
  - n. Indiana's Move Over Laws
  - o. Distracted and behavioral driving including but not limited to the following concepts and the consequences of each:
    - i. Aggressive driving
    - ii. Drowsy driving
    - iii. Road rage
    - iv. Cell phone use / Texting
    - v. Operating electronic devices while driving
    - vi. Driving with passengers
    - vii. Distracted Driving
    - viii. Interactions with law enforcement during a traffic stop
    - ix. Effects of vehicle maintenance on driver safety
    - x. Child restraint devices
    - xi. Brief review of select Indiana traffic laws pertinent to driver safety
    - xii. Operating a motor vehicle under the influence of controlled substances
    - xiii. Operating a motor vehicle under the influence of alcohol / drugs
    - xiv. Habitual Traffic Violator law
    - xv. Accident Reporting
    - xvi. Reinstatement requirements
    - xvii. How to obtain an Indiana Driving Record

The BMV requires that vendors provide only the BDSP curriculum; the specialized curriculums are not mandatory for response or in the contract. Additional DSP curriculums being offered must be detailed and must adhere to the requirements noted in the requirements. Examples of other DSP curriculums may include, but are not limited to the Mature DSP, the Truck DSP, and the Youth DSP. Additional curriculum(s) may be added at any time and must have BMV approval prior to the implementation to be a valid course for which Indiana recognizes. Additionally offered curriculums can be substituted for the required by law DSP course.