

REQUEST FOR PROPOSAL

DPS 19-102

DATE Issued: 08/30/18

The Ohio Bureau of Motor Vehicle (OBMV), through the Ohio Department of Public Safety (ODPS), is requesting a proposal for:

OBMV Queuing System

Signed proposals must arrive by 3:00 p.m. September 14, 2018

Send to:

Jeffrey S. Shadburn
Chief, Procurement Services / BID 19-102
Ohio Department of Public Safety
1970 W. Broad St., 5th Floor
Columbus, Ohio 43223
614-752-7876 (phone)

Bids will be accepted by mail or dropped off to the ODPS facility Mail Room on the South end of the Building.

Faxed and e-mail quotations will not be accepted.

Estimated Schedule:

RFP Release	August 30, 2018
Inquiry Period Begins	August 30, 2018
Inquiry Period Ends	September 10, 2018 at 8:00 a.m. EST
RFP opening	September 14, 2018 at 3:00 p.m. EST
Evaluations / Interviews Conducted	September 17 thru September 24, 2018
Anticipated Award Date	October 01, 2018
Pre-Proposal Bid Conference	September 7, 2018

Pre-Proposal Bid Conference **September 7, 2018 10:00 AM**

- The Pre-Proposal Bid Conference is scheduled for Friday September 7, 2018 10:00AM EST. All attendees will be required to sign in upon arrival at the ODPS security desk. The conference will begin at 10:00 AM. It is scheduled from 10:00 AM until 11:30 AM. Vendors would park in the main (south) parking lot and would enter at the main ODPS entrance to sign in.
- Ohio Department of Public Safety (ODPS), 1970 West Broad Street, Columbus, Ohio 43223. Conference room: Shipley Conference Center.
- Conference Call-in information will be provided to registrants that cannot physically attend.
- Registration for the Pre-Proposal Bid Conference: Send email to vltran@dps.ohio.gov. Please include the name of agency and contact information (Name, phone numbers, and email addresses) for all attendees. Registration for the Pre-Proposal Bid Conference will end on **Wednesday September 5, 2018 at 3:00 p.m.**

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General Instructions for Proposal Submittal

Proposal Submittal. Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The Offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five (5) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either “**OBMV Queuing System #RFP 19-102 Technical Proposal**” or “**ODPS Queuing System #RFP 19-102 – Cost Summary**,” as appropriate.

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

Proposals are due no later than 3:00 p.m. (Columbus, Ohio local time) on the Proposal due date. Proposals submitted by email, fax or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

**Jeffrey S. Shadburn
Chief, Procurement Services / BID 19-102
Ohio Department of Public Safety
1970 W. Broad St., 5th Floor
Columbus, Ohio 43223**

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RFP Acronyms:

BASS	Business Application Services System
CQS	Customer Queuing Solution
CSR	Customer Service Representative
DR	Deputy Registers
EAS	Electronic Appointment System
LMS	Lobby Management System
MRC	Mobile Reception Consoles
OBMV	Ohio Bureau of Motor Vehicle
ODPS	Ohio Department of Public Safety
RFP	Request for Proposal

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A. SCOPE OF THE REQUEST FOR PROPOSAL:

The Ohio Department of Public Safety (ODPS)/ Ohio Bureau of Motor Vehicle (OBMV) is issuing this Request for Proposal (RFP), Number 19-102 for the purpose of seeking a qualified Contractor to pilot a cloud based complete Customer Queuing Solution (CQS)/ Lobby Management System (LMS)/ Electronic Appointment System (EAS) software solution with Installation and Maintenance/Support to fulfill the specific needs of the OBMV. Any resulting contract is not an exclusive contract to furnish the services provided for in this RFP, and does not preclude the purchase of similar services from other sources. If awarded, the contract resulting from this RFP will be issued for the pilot of approximately for a period of six (6) months or June 30, 2019 effective the date of award. The contract for this pilot has the option to be renewed for another six (6) months period for further evaluation by mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Ohio. At the end of the pilot period, the State reserves the right to execute a service contract with the Contractor to rollout the CQS service to other OBMV Deputy Registers (DR) based upon the proposed pricing schedule submitted by the Contractor in response to the solicitation of this RFP.

B. GENERAL INFORMATION:

The RFP is designed to solicit proposals from qualified vendors who will be responsible for providing a complete cloud based CQS/LMS/EAS with Installation and Maintenance/Support; specific to the needs of the OBMV pilot at a competitive and reasonable cost. The proposed solution will have a High Capacity and Availability mode, along with disaster recovery and a minimum monthly uptime time of 99.9% during OBMV operational hours. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Uptime calculation:

$$\text{Monthly Uptime \%} = \frac{\text{Maximum Available Minutes} - \text{Unscheduled Downtime}}{\text{Maximum Available Minutes}} \times 100$$

(equals) (divided by) (times)

The vendor proposed pilot solution will be for the complete cloud based CQS/LMS/EAS with Installation and Maintenance/Support only. To minimize the potential business risk to the Offeror, unless specifically preferred by the Offeror, all hardware and network connectivity for this pilot will be the sole responsibility of ODPS/OBMV.

Proposals shall conform to instructions, conditions, and requirements included in the RFP. Prospective offerors are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in the format prescribed. The Offeror will propose a fixed-price offering for OPDS/OBMV to conduct an evaluation for the pilot RFP. In addition to the provisions of this RFP and the potential awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

In addition to the specific requirements for this pilot RFP, the vendor will submit a tier pricing schedule for a potential live rollout after the pilot period with the understanding the solution might require extending the pilot and the rollout might not be implemented. The tiered pricing should

be based on levels of functionality, capacity, external facing enhancements as well as the number of licenses (DR offices) utilizing the queuing system.

C. MANDATORY REQUIREMENTS:

Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

1. The Contractor must provide a web based queuing/cloud hosted software to integrate with up to thirteen (13) pilot BMV offices at locations in the central Ohio area.

With the following features:

- Must accommodate End-users/Customers the option to get in queue online via Hyperlink/web link from the OBMV website or at any pilot DR office
 - Must have a selectable End-users/Customers service need option (allowing for multiple services to be selected)
 - Must require End-users/Customers to check-in at the DR office on arrival
 - Must give the End-users/Customers the option to cancel the appointment remotely or at the DR office
 - The system dashboard must provide an onscreen application on each CSR terminal for employee login, close out and to signal the next customer in queue.
 - Must have a built-in intelligence to prevent End-users/Customers from submitting queue reservations at multiple DR offices
2. The queuing system must provide the End-Users/Customers the option to receive the queue confirmation notification via text or email with the approximate wait and appointment time. Optional: The system will send out a reminder 15 minutes (configurable by OBMV) before the appointed time or when the queue time moves up or down.
 3. The queuing software must allow central office staff to monitor lobby activity and enforce accountability for the regional offices. The queuing software's capability must provide live up to date information regarding the business status, such as quantity of customers waiting in each category, customer wait times, customer transaction time, and counter activity.
 4. The Contractor must comply with State Security and Privacy policies and standards. For purposes of convenience, a compendium of links to this information is provided in the Table below.

Item	Link
Statewide IT Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx
Statewide IT Bulletins	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx
IT Policies and Standards	http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx
DAS Standards (Computing and Security)	100-11 Protecting Privacy), (700 Series – Computing) and (2000 Series – IT Operations and Management) http://das.ohio.gov/Divisions/DirectorsOffice/EmployeesServices/DASpolicies/tabid/463/Default.aspx

D. GENERAL PILOT REQUIREMENTS:

General Requirements Scored: General Contract Items will be scored by the evaluation team based on if the vendor meets, exceeds, or not meet the items listed below.

1. Describe how the queuing software will be installed/configured/supported in selected pilot offices.

2. The queuing system, based on the DR location and services selected by the End-user/Customer, will display approximated queue wait time for the selected location and offer alternative location options with a lower queue wait time within 20 mile radius (all pilot agencies should appear).
3. The queuing software will have the capability to use audio and video systems at the BMV office to direct customers to the correct CSR counter for the type of service selected
4. The queuing software will have a configurable option to display the previous three queues called, in addition to the current queue
5. The queuing software can automatically assign customer queues for CSR counters, using a configurable pre-designated priority levels
6. The queuing software will include business intelligence so it will be possible to determine which services are provided by which CSR, and also determine the priorities between services and business logic to determine which of a number of queues will be served by the next available CSR.
7. The queuing solution will have based on the service/s selected by the customer, have the option of a popup window to display the required customer information/documentation/s for the selected service/s.
8. The queuing solution will have the option based on service/s selected by the customer, send out the required customer information/documentation/s for the selected service/s via text or email.
9. The Deputy Registrar or DR Office Manager will be able to set and change the priorities from the queuing software dashboard, allowing optimal customer flow.

Dashboard features should include:

- Deputy Registrar or Office Manager should be able to set custom algorithm for prioritizing the queue; manually assign and re-assign customers in queue; see both internal queue and customers who got in queue remotely; see queue times; set up permissions for CSRs.
 - CSR should be able to call the next customer in queue via one-click approach; CSR must see customers, services selected, and time in queue; ability to reassign to a different terminal (based on permissions); serve customers out of order from queue (based on permissions).
10. The queuing software will provide configurable reporting in editable and non-editable formats for: Customer totals, customer wait time, session time, employee productivity, number of waiting customers, open/closed workstations, login information, waiting customers per category and site, status, productivity of each employee, and any other reporting functions offered.
 11. Describe how the Contractor will provide and deliver a comprehensive and technical, online queuing training module that is designed to demonstrate the proper use of the CSR, Management, Administrative dashboard application and system configuration.
 12. Describe how the Contractor will provide technical support and software maintenance for the queuing system at a minimum via phone, Monday through Friday 7:00 am to 6:00 pm, and Saturdays from 7:00 am to 2:00 pm, Eastern Time.

13. The Queuing Solution should have a 99.9% uptime (calculations based on OBMV operational hours). If system is down, the offeror at a minimum should be able to respond within a two hour window. Describe and outline the offeror's escalation timeline and process for.
14. Describe how the queuing system will have a robust security system in place to prevent and handle malicious users/bots that fill virtual queues with "fake" customers and keep End-user/Customer and OBMV information/data secure.
15. At the option of OBMV, the queuing system will send out customer satisfaction surveys, solicit feedback on associated functionalities, and user demographics.

E. CONTRACTOR EXPERIENCE:

1. Provide three (3) most recent customers of comparable size, where you have proven your expertise in implementing, supporting, and integrating your queuing system for a variety of governmental and non-governmental organizations.
2. Describe and demonstrate in detail your experience with developing, implementing, and integrating your queuing system into your customers' existing applications.
3. At a minimum, provide a detailed summary of three (3) years of experience you have in providing queuing solution services.

F. INITIAL IMPLEMENTATION:

1. This RFP will be evaluated upon criteria contained in the base RFP. At a high-level, ODPS will evaluate using the following considerations:
 - Validation that the proposed CQS/LMS/EAS service meets OBMV requirements and is a viable and sustainable platform for OBMV needs.
 - Confirmation that the proposed CQS/LMS/EAS service is cost effective and scalable to meet OBMV immediate and future needs.
2. OBMV requires that the CQS/LMS/EAS service and implementation of the service have a single point project leadership for implementation. Inclusive of DR engagement (e.g., solution and integration development, testing/validation and migration to production use) and ongoing Operations and Maintenance of the solution (e.g., upgrades, enhancements/extensions, reporting and system administration and support functions).
3. Kick Off Meeting - The Contractor, in conjunction with OBMV, must plan and conduct a project kickoff meeting. This effort will focus on planning, processes, and project methodology. Provide a high level overview of the following:
 - Project scope and schedule.
 - Goals of the Project.
 - Methodology, approach, and tools to achieve the goals.
 - Roles, responsibilities, and team expectations.
 - Tasks, Deliverables, Milestones and significant work products.
 - Contract content review.

G. OFFEROR DIFFERENTIATORS:

OBMV requires Offerors to provide brief overviews of their company, capabilities, core competencies, and market differentiators in the following areas:

1. Offerors will provide a brief overview of their organization, including their organization's corporate structure, holding companies, parents, and corporate affiliates. Offerors will identify their headquarters location, and what year they began offering CQS/LMS/EAS services.
2. Offerors will provide the number of full-time employees (locally, nationally, and internationally).
3. The Offeror will provide a Change of Control Statement to the effect of: Should the Contractor merge with, or is acquired by another institution, or acquires another institution, does the Contractor agree that all of its responses to this RFP, and all of the provisions of a Services Agreement, if awarded, will be incorporated into any subsequent merger, assignment, acquisition agreement(s), and/or any other governing document(s) executed to facilitate the completion of the merger, acquisition, or assignment of the terms of the Services Agreement to another entity as to not adversely impact the scope, quality or cost of OBMV.

H. INQUIRIES

Offerors may make inquiries regarding this RFQ any time during the inquiry period listed in Estimated Schedule.

To make an inquiry, offerors must use the following process:

1. Access the at State of Ohio Procurement Website at <http://procure.ohio.gov/proc/searchProcOpps.asp>
2. From the Quick Links menu on the right, select **“Bid Opportunities Search”**
3. In the “Document/Bid Number“ field, enter the RFP number found on the first page of this RFP
4. Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events.
5. To make an inquiry, offerors must use the following process:
6. Select “Request for Proposals” from the Opportunity Type dropdown;
7. Click the “Search” button;
8. On the Opportunity Search Results page, click on the hyperlinked Bid Number;
9. On the Opportunity Details page, click the “Submit Inquiry” button;
10. On the document inquiry page, complete the required “Personal Information” section by providing:
11. First and last name of the prospective offeror’s representative who is responsible for the inquiry,

12. Name of the prospective offeror,
13. Representative's business phone number, and Representative's email address;
14. Type the inquiry in the space provided including: A reference to the relevant part of this RFP,
15. The heading for the provision under question, and the page number of the RFP where the provision can be found; and Enter the Confirmation Number at the bottom of the page.
16. Click the "Submit" button.
17. Offerors may view inquiries and responses on the State's Procurement Website by using the "Bid Opportunities Search" feature described above and by clicking the "View Q & A" button on the document information page.
18. The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.
19. Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
20. All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date.

I. MANDATORY CONTENT OF RFP RESPONSE:

1. RFP Response Cover Letter:

The Offeror must **HAND SIGN AND DATE THE RFP COVER LETTER IN INK** before submitting the proposal. The RFP cover letter shall be on company letterhead, include an original signature in Ink.

Proposal:

- Offeror will complete the Proposal in the order and layout of the following scoring matrix.
- The Offeror will tab each section of the requirements to make the flow of scoring the proposals uniform.
- If the Offeror chooses to include their technical/reference materials in their responding proposal, the Offeror may reference/note to the section and page numbers in the "Offeror Narrative and Response" of the scoring matrix table.

2. Proposed Cost Summary:

- The Offeror will complete the Cost proposal in the format provided of the table provided in the Cost Proposal section.
- Additional lines may be addition to accommodate other line items not listed.

- ODPS will not be liable for any costs that the Offeror does not identify in its response to this RFP.
- The Offeror must identify all costs associated with performing the work.
- Discounts to the state maybe included in additional line items or in a separate attached form.

J. MANDATORY REQUIREMENTS: The first table lists this RFP’s mandatory requirements. If the Offeror’s Proposal meets all the mandatory requirements, the Offeror’s Proposal may be included in the next part of the technical evaluation phase described in the next table.

In addition, ODPS has provided as part of the Requirements Matrix, a free form field labeled ‘Offeror Narrative’. Offerors must use this field to explain how their service meets the requirement for every requirement in the requirement matrix.

Offerors may also use the free form field to convey any additional considerations, showcase Offeror capability to deliver or identify any Offeror requirements for ODPS.

ODPS suggests that Offerors should not assume a uniform level of expertise in all facets of their proposal and are encouraged to illustrate the rationale, merits, completeness, capabilities and limitations of all service components including: technical, software elements, process elements, services, integrations and other operating considerations as part of their responses to this RFP.

ODPS further suggests that Offerors provide screen captures, diagrams, graphics or other information of relevant elements of their service to illustrate to ODPS the degree of compliance with ODPS’s requirements wherever possible.

Brief statements to the effect of “Offeror understands and complies” are strongly discouraged unless for those requirements that are of a trivial or affirmative representation in nature.

Section	Mandatory Requirements		Accept	Reject	Offeror Narrative and Response
					(This column MUST be completed for every requirement. Refer to section H for instructions.)
C.1	The Contractor must provide a web based queuing/cloud hosted software to integrate with up to thirteen (13) pilot BMV offices at locations in the central Ohio area. With the following features:	Mandatory			
	• Must accommodate End-users/Customers the option to get in queue online via Hyperlink/web link from the OBMV website or at any pilot DR office				
	• Must have a selectable End-users/Customers service need option (allowing for multiple services to be selected)				
	• Must require End-users/Customers to check-in at the DR office on arrival				
	• Must give the End-users/Customers the option to cancel the appointment remotely or at the DR office				
	• The system dashboard must provide an onscreen application on each CSR terminal for employee login, close out and to signal the next customer in queue				
	• Must have a built-in intelligence to prevent End-users/Customers from submitting queue reservations at multiple DR offices				
C.2	The queuing system must provide the End-Users/Customers the option to receive the queue confirmation notification via text or email with the approximate wait and appointment time. Optional: The system will send out a reminder 15 minutes (configurable by OBMV) before the appointed time or when the queue time moves up or down.	Mandatory			
C.3	The queuing software dashboard must allow central office staff to monitor lobby activity and enforce accountability for the regional offices. The queuing software's capability must provide a live up to date information regarding the business status, such as quantity of customers waiting in each category, customer wait times, customer transaction time, and counter activity.	Mandatory			
C.4	The Contractor must comply with State Security and Privacy policies and standards provided in the attached Table in Section C.4 of the RFP	Mandatory			

SCORING CRITERIA. In the technical evaluation phase, the ODPS will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Section	Requirement Description	Category	Functionality Delivered Through: (Indicate with 'X')					Total Score	Offeror Narrative and Response (This column MUST be completed for every requirement. Refer to section H for instructions.)
			Weight	Exceeds	Meets	Partially Meets	Do Not Meet		
Scoring: Weight x Score = Total Score				3	2	1	0		
	OBMV Requirements								
D.1	Describe how the queuing software will be installed/configured/supported in selected pilot offices.								
D.2	The queuing system, based on the DR location and services selected by the End-user/Customer, will display approximated queue wait time for the selected location and offer alternative location options with a lower queue wait time within XX mile radius.								
D.3	The queuing software will have the capability to use audio and video systems at the BMW office to direct customers to the correct CSR counter for the type of service selected								
D.4	The queuing software will have a configurable option to display the previous three queues called, in addition to the current queue								
D.5	The queuing software can automatically assign customer queues for CSR counters, using a configurable pre-designated priority levels								
D.6	The queuing software will include business intelligence so it will be possible to determine which services are provided by which CSR, and also determine the priorities between services and business logic to determine which of a number of queues will be served by the next available CSR.								
D.7	The queuing solution will have based upon the service/s selected by the customer, have the option of a popup window to display the required customer information/documentation/s for the selected service/s.								
D.8	The queuing solution will have the option based on service/s selected by the customer, send out the required customer information/documentation/s for the selected service/s via text or email.								
D.9	The Regional or Central Office Management will be able to set and change the priorities from the queuing software dashboard, allowing optimal customer flow.								
D.10	The queuing software will provide configurable reporting in editable and non-editable formats for: Customer totals, customer wait time, session time, employee productivity, number of waiting customers, open/closed workstations, login information, waiting customers per category and site, status and productivity of each employee.								
D.11	Describe how the Contractor will provide and deliver a comprehensive and technical, online queuing training module that is designed to demonstrate the proper use of the CSR, Management, Administrative dashboard application and system configuration.								
D.12	Describe how the Contractor will provide technical support and software maintenance for the queuing system at a minimum via phone, Monday through Friday 7:00 am to 6:00 pm, and Saturdays from 7:00 am to 2:00 pm, Eastern Time.								
D.13	Describe how the queuing system will have a robust security system in place to prevent and handle malicious users/bots that fill virtual queues with "fake" customers and keep End-user/Customer and OBMV information/data secure.								
D.14	At the option of OBMV, the queuing system will send out customer satisfaction surveys, solicit feedback on associated functionalities, and user demographics.								
E.1	Provide three (3) most recent customers of comparable size, where you have proven your expertise in implementing, supporting, and integrating your queuing system for a variety of governmental and non-governmental organizations.								
E.2	Describe and demonstrate in detail your experience with developing, implementing, and integrating your queuing system into your customers' existing applications.								
E.3	At a minimum, provide a detailed summary of three (3) years of experience you have in providing queuing solution services.								

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

Criteria	Percentage
Technical Proposal (Overall)	70%
Cost/Fee Proposal	30%
TOTAL:	100%

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

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

$$\text{Technical Proposal Points} = \frac{\text{Offeror's Technical Proposal Points}}{\text{Highest Offeror Technical Proposal Points}} \times 700$$

(equals) (divided by) (times)

Cost Proposal:

Offerors are to provide cost proposal in the table below. Additional lines may be added to accomodate items not listed.

Proposed Service (Pilot)	Cost Per DR Office Location per Month	Optional: Volume Tiered Pricing				Total Cost per line item
		Up to 12 DR Locations	Up to 100 DR Locations	Up to 150 DR Locations	200+ DR Locations	
Cloud Based Queuing Solution						\$ -
Setup Cost, if charged separately						\$ -
Dashboard, if charged separately						\$ -
If applicable, list other costs not included in the solution cost.						\$ -
						\$ -
Total Cost to ODPS						\$ -

The Offeror with the lowest proposed Customer Fees will receive 300 points. The remaining Offerors will receive a percentage of the maximum cost points available based upon the Customer Fees Formula below:

Cost Formula:

*** Lowest Offeror will receive 300 points**

$$\text{Offeror Cost Proposal Points} = 1 - \frac{\text{Offerors Evaluated Cost}}{\text{Highest Offerors Evaluated Cost}} \times 300$$

(equals) (one) minus (divided by) (times)

Offeror Total Points Awarded.

$$\text{Total Point Score} = \text{Offeror Proposal Technical Points} + \text{Offeror Cost Proposal Points}$$

(equals) (plus)

ODPS TERMS AND CONDITIONS

BY SUBMITTING THIS QUOTE, THE VENDOR AGREES TO BE BOUND BY THESE OHIO DEPARTMENT OF PUBLIC SAFETY TERMS AND CONDITIONS. ALL OTHER TERMS AND CONDITIONS ARE HEREBY REJECTED. IN THE EVENT THE VENDOR HAS ACCEPTED TERMS AND CONDITIONS WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, THOSE TERMS WILL SUPERSEDE THESE TERMS AND APPLY TO THIS PURCHASE.

SUBMISSION OF INVOICES: The Vendor will not submit more than one invoice for work performed within a 30 day period. Late submission may be subject to a 5% withholding of payment. In order to be considered a proper invoice, the Vendor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; and submit an original copy monthly to the billing address located on the applicable purchase order. The State of Ohio is exempt from all state and local taxes and does not agree to pay any taxes. ODPS will make payment to the Vendor within thirty (30) days of receipt of an acceptable invoice. O.R.C. Section 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by O.R.C. Section 5703.47. Unless expressly provided for elsewhere in this Agreement, the Vendor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

AVAILABILITY OF FUNDS: The obligations of ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

AUDITOR RECOVERY FINDING - O.R.C. Section 9.24: The Vendor affirmatively represents and warrants to ODPS that the Vendor is not subject to a finding for recovery under O.R.C. Section 9.24, or that the Vendor has taken the appropriate remedial steps required under O.R.C. Section 9.24, or otherwise qualifies under that section. The Vendor agrees that if this representation and warranty is false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by ODPS hereunder shall be immediately repaid to ODPS, or an action for recovery may be immediately commenced by ODPS for recovery of said funds.

DEBARMENT: The Vendor warrants that it is not currently subject to a finding by the Ohio Department of Administrative Services debaring the Vendor from consideration for contract awards, and that Vendor does not currently appear on any federal or State of Ohio debarment list. In the event that, during the course of this Agreement, the Vendor is debarred from consideration for the contract awards by the Ohio Department of Administrative Services, or otherwise appears on any federal or State of Ohio debarment list, then ODPS may terminate this Agreement immediately.

WORKERS' COMPENSATION AND OTHER BENEFITS: The Vendor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Vendor. In addition, the Vendor should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Vendor, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under ODPS's workers' compensation insurance. The Vendor is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System of Ohio, for work performed under this Agreement. The Vendor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.

DRUG FREE WORKPLACE: The Vendor certifies that to the best of his / her ability, all of his / her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in IMMEDIATE termination of this Agreement.

EQUAL OPPORTUNITY REQUIREMENTS: The Vendor, and any of its subcontractors, shall comply with the requirements under O.R.C. Section 125.111. The Vendor, and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status. The Vendor certifies that both the Vendor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. ODPS encourages both the Vendor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

ETHICS AND CONFLICT OF INTEREST: Vendor agrees to abide by all provisions of the Ohio Ethic's Law, including O.R.C. 102.02, O.R.C. 102.03, O.R.C. 102.04 and O.R.C. 2921.42. The Vendor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

CAMPAIGN CONTRIBUTIONS: The Vendor hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.

EXECUTIVE ORDER 2011-12K, BANNING THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES: The Vendor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. If the Vendor is providing services under this Agreement, the Vendor will: 1) Perform the services at the location directed in the State of Ohio Purchase Order; 2) Maintain any State of Ohio data within the United States; 3) Notify ODPS in the event that services are not performed at the location directed in the State of Ohio Purchase Order prior to the shift in location; and 4) Notify ODPS if the principal location of any services being providing will be outside the United States. Vendor understands and agrees that it is responsible for notifying ODPS of any change in circumstance contemplated by this section during the course of providing services to ODPS.

BOYCOTTING: Pursuant to O.R.C. 9.76 (B), Vendor warrants that vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

RESPONSIBILITY FOR CLAIMS: The Vendor agrees to indemnify and hold ODPS harmless from any and all claims resulting from the fault or negligence of the Vendor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

OWNERSHIP: Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and / or software created specifically for ODPS (hereinafter referred to under this Section as "Deliverables") shall become the property of ODPS. ODPS shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Vendor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of ODPS, except that the Vendor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Vendor shall not include in any Deliverables any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Vendor agrees that all Deliverables may be made freely available to the general public to the extent required by law. This Section shall survive the termination of this Agreement and may be enforced by ODPS in any court of competent jurisdiction.

GOVERNING CLAUSE: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

SUSPENSION AND TERMINATION: The Vendor or ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. Any violations or breach of the terms stated herein, by the Vendor, shall provide ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to ODPS. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by ODPS, however, the Vendor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and O.R.C. Section 126.30 shall apply. If this Agreement is suspended or terminated, the Vendor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by ODPS, furnish a report describing the status of all under this Agreement, including results and conclusions accomplished, and such other matters as ODPS may require. Regardless of which party terminates the Agreement, any payments made by ODPS in which services have not been rendered by the Vendor shall be prorated and returned to ODPS. Such

payment(s) must be sent to ODPS within thirty (30) days of the date on which the Vendor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. ODPS shall not be liable for any further claims.

BACKGROUND CHECK: A routine background check, at ODPS expense, may be performed on the Vendor for assignment to this Agreement. The Vendor may be required to complete a "Background Information Form" furnished by ODPS. Failure to pass the background check will result in immediate dismissal.

ANTITRUST ASSIGNMENT: The Vendor assigns to ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by the Vendor's suppliers and subcontractors.

RECORD KEEPING: During the performance of this Agreement and for a period of three (3) years after its completion, the Vendor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to ODPS, upon request and at such times as are commercially reasonable.

FORCE MAJEURE: If the State or Vendor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party. This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement, unless services or goods are provided under the terms and conditions agreed upon by the Vendor and the Ohio Department of Administrative Services, in which those terms will apply. Any changes or modifications of this Agreement shall be made and agreed to in writing. The provisions outlined in these Terms and Conditions shall take priority over any inconsistent or conflicting provisions included in the Vendor's offer or quote, or any other provisions applicable to or incorporated into this Agreement.

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF PUBLIC SAFETY
AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP 19-102 OBMV Queuing System is between the State of Ohio, Department of Public Safety (the "State"), and _____ (the "Contractor").

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

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

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

This contract has an effective date of the later of _____, 201_, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF PUBLIC SAFETY

By:

By: John Born, Director

Title:

Ohio Department of Public Safety

Date:

Date: