

RICHARD J. CODEY
Acting Governor

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA
State Treasurer

April 11, 2005

TO: All Potential Bidders

RE: RFP #06-X-37027
RFP Title: Automated Multifunctional Scheduling System for Motor Vehicle Commission (MVC)

a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.

b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.

c) Set-Asides - Even if you are an incumbent bidder and/or have been previously registered or certified under the former sbe/mbe/wbe program, you will need to be sure that you are registered with the Commerce Commission on the day of bid receipt and opening under the new, small business program to be eligible for award. The telephone number to call to check your status is 609 292-2146.

Enclosed please find a complete set of bid documents for the above referenced solicitation.
The following are the key dates for the project:

Date	Time	Event
04/25/05	4:00 PM	Deadline for Submission of Written Questions to: Michael.shifman@treas.state.nj.us
05/17/05	2:00 PM	Bid Submission Due Date Purchase Bureau 33 West State Street 9 th Floor Trenton, NJ 08625

All questions concerning the RFP contents and the bidding process must be directed to:

E-Mail Address: michael.shifman@treas.state.nj.us

ATTENTION VENDORS

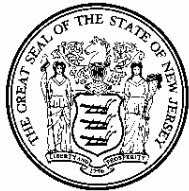
Vendor Information and Bidding Opportunities

The Purchase Bureau maintains a bidders' mailing list. You as a vendor may have basic information about your firm added to the bidder's mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/bidmaillist.htm> and submitting a bidders' mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders' mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders' mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.



STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

BID NUMBER: 06-X-37027

FOR: Automated Multifunctional Scheduling System for the MVC

TERM CONTRACT #: T-2288
REQUESTING AGENCY: NJ Motor Vehicle Commission
REQUISITION # 1029034

ESTIMATED AMOUNT: N/A
CONTRACT EFFECTIVE DATE: 07/01/05
CONTRACT EXPIRATION DATE: 06/30/10
COOPERATIVE PURCHASING: NO
SET ASIDE: SEE RFP SECTION 4.4.1.6

DIRECT QUESTIONS CONCERNING THIS RFP TO:
E-MAIL ADDRESS: michael.shifman@treas.state.nj.us

TO BE COMPLETED BY BIDDER:

Firm Name: Address:

PURSUANT TO N.J. STATUTES, REGULATIONS AND EXECUTIVE ORDERS, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 05/17/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ N/A OR % CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: BID BOND ATTACHED: CERTIFIED OR CASHIERS CHECK ATTACHED: LETTER OF CREDIT ATTACHED:
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). SEE ATTACHMENT 1
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE N/A SITE INSPECTION N/A
9) FOR SET ASIDE CONTRACTS ONLY, A BIDDER MUST BE REGISTERED WITH THE N.J. DEPARTMENT OF COMMERCE AS A SMALL BUSINESS BY THE DATE OF BID OPENING. (SEE N.J.A.C. 17:13-3.1 & 13.3.2).

ADDITIONAL REQUIREMENTS

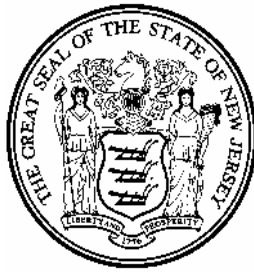
- 10) THE BIDDER MUST BE REGISTERED WITH THE DIVISION OF REVENUE AND SHALL SUBMIT A BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) WITH THE BID PROPOSAL. (SEE N.J.S.A. 52:32-44)
11) PERFORMANCE SECURITY: N/A OR % 12) PAYMENT RETENTION 10 %
13) AN AFFIRMATION ACTION FORM (ATTACHMENT 3 OF RFP) 14) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHMENT 2 OF RFP)
15) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP.

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE RFP) %, DAYS: NET DAYS. 18) BIDDER PHONE NO:
19) BIDDER FAX NO. 20) BIDDER E-MAIL ADDRESS.
21) BIDDER FEDERAL ID NO. 22) YOUR BID REFERENCE NO.

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

Table with 2 columns and 2 rows: 23) ORIGINAL SIGNATURE OF BIDDER, 24) NAME OF FIRM, 25) PRINT/TYPE NAME AND TITLE, 26) DATE



Bid Number: 06-X-37027

REQUEST FOR PROPOSAL FOR:

**AUTOMATED MULTIFUNCTIONAL SCHEDULING SYSTEM
FOR THE MOTOR VEHICLE COMMISSION**

Purchasing Agency

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State Street
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Motor Vehicle Commission
P.O. Box
225 East State Street
Trenton, NJ 08625

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey, Motor Vehicle Commission (MVC).

The purpose of this RFP is to solicit bid proposals to engage a contractor who meets the minimum threshold criteria detailed in [Section 3.0 SCOPE OF WORK](#), to customize and implement an off-the-shelf, web-based software application and include an Interactive Voice Response (IVR) component for the MVC Scheduling System, and maintain said application for the life of the contract.

The expected services are described in [Section 3.0, SCOPE OF WORK](#).

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

1.2 BACKGROUND

A "Fix DMV" Commission Final Report (the "Report") was submitted to Governor James E. McGreevey in November of 2002. The report addresses the need to upgrade the MVC's existing road test scheduling system.

The Office of Information Technology (OIT) developed a web-based road test scheduling system in October of 2003 that allowed permit holders to schedule their non-Commercial Driver License (CDL) road tests over the Internet. The web-based application utilizes antiquated Comprehensive System programs on the backend, and as a result, could only address three out of thirteen identified significant road test scheduling system problems in the Report. Issues with the legacy CDL scheduling system prevented its use on the web.

It was determined that the most cost effective solution to meet MVC's road test scheduling system enhancement needs is to acquire a web-based scheduling solution versus trying to upgrade the existing MVC system. MVC also decided to derive additional benefit from the scheduling solution by expanding the system's functionality to address scheduling conducted in other areas throughout the MVC. Therefore this RFP encompasses scheduling system needs for road tests, driver re-exams, Regional Service Center conferences, and specialty and school bus inspections.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions must be e-mailed to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: michael.shifman@treas.state.nj.us

After the submission of bid proposals, unless requested by the State, contact with the State is limited to e-mail communication only. No telephone or fax questions will be answered.

1.3.1.1 QUESTION PROTOCOL

Questions must be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. See above Section 1.3.1. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is April 25, 2005.

The answers will be posted as an addendum approximately 2 weeks after the above deadline

Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable to this procurement

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	May 17, 2005
TIME:	2:00 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/faqdirs.htm

1.3.6 DOCUMENT REVIEW ROOM

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, Executive Order #134, and Business Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

2.1 STANDARD DEFINITIONS

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 5.2, 5.2.1, 5.2.2 and 5.2.3.

Subtasks – Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task – A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

2.2 AGENCY SPECIFIC DEFINITIONS

All-Inclusive Hourly Rate – A rate including all direct and indirect costs, including, but not limited to, direct labor costs, overhead, travel, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, reproduction and any other costs. Time spent in traveling to and from the work site or employee's normal workstation shall not be included in the rate. It shall include normal work breaks but shall not include meals. No additional fees or costs shall be paid by the State unless there is a change in the scope of work entailing additional all-inclusive hourly rate hours.

Commercial Driver's License (CDL) – A specifically branded New Jersey license with identified endorsement fields, denoting class of commercial operation such as truck and bus drivers.

Comprehensive System – The collection of mainframe subsystems and applications that support the MVC, including driver testing, licensing driver history, registration, titles and revenue systems.

Corporation Code (corpcode) – A 15 digit identification number assigned by the MVC to companies located in or proven to do business in New Jersey and having vehicles principally garaged in this State that are permitted to title and register vehicles under their legal business name and address.

Data Exchange Facility – The system through which the Contractor interacts with the Comprehensive System for title registration, verification, and status updates.

Diesel – Specialty site providing a quality control of operators of diesel trucks weighing 18,000 pounds or more where capacity tests are performed as a result of either scheduled inspections or smoke complaints.

DLN – Driver License Number.

Handicap – A Specialty Site that inspects vehicles to ensure that certain handicapped equipment paid for by the Department of Labor is inspected properly. The equipment could be on any vehicle but characteristically, vans are common vehicles that are retrofitted with such equipment. They are privately owned.

High Rise – Any modification or alteration of the chassis, suspension, body, rims, tires size, which elevates the height of a vehicle.

LDAP – Stands for Lightweight Directory Access Protocol. It is a server-to-server interface for directory information exchange among directories.

MyNewJersey Portal – Is the State's Internet Portal which provides an identity-enabled array of services including security, user management, single sign-on, personalization, content aggregation, application integration and search capabilities. In addition, the Portal infrastructure provides a secure Application Virtual Private Network (VPN) for remote access to core computing resources. All Portal services – including the Application VPN – are provided via ultra-thin client architecture, the only client side requirement being a standard web browser. The Portal supports more than forty-five thousand registered members across a diverse range of communities – general public, State employees, New Jersey businesses, and local government officials.

N-Tiered Hosting – Multiple tiered hosting (N=many), typically 2 or 3 tiers. The acceptable tier structure is desired in the Shared IT Architecture document in the Network Internet Architecture section. A tier is a layer.

PIF – is a private inspection facility where passenger vehicles can have a state emission inspection performed for a price. The facility is licensed and must have a licensed inspector on staff.

Reconstruct – A vehicle which is restored to or remain in its original body configuration and which may contain engine, drive train, steering, brake or suspension of a different type from that which the vehicle was originally equipped.

Referee – An inspection is performed at a specialty site when a motorist disputes the results of a safety, emission/OBD II inspection, to validate the disputed inspection.

Regional Service Center – Four regional service centers located throughout the State for the convenience of the motoring public who do not wish to travel to Trenton to resolve issues related to driver’s license suspensions, restorations or surcharges.

Retired Bus – A vehicle that is over 10 years old and must be upgraded to reflect new safety features.

Re-Vin – A unique New Jersey Identification number that is placed on a vehicle when the factory VIN number is missing or destroyed.

Salvage – Any vehicle which has been reported stolen or is damaged to such an extent that it is economically impractical to repair.

Specialty Site – An inspection site that handles exceptions to the normal vehicle inspection system such as; retrofitted handicap vehicles, vehicles involved in flood conditions, high rise vehicles, salvage vehicles, etc.

State – The current or last-known status, or condition, of a process, transaction or setting. “Maintaining state” or “managing state” means keeping track of a process.

3.0 SCOPE OF WORK

The Contractor shall supply a rules-based scheduling package that can be configured with little or no required programming to meet the needs of the MVC. The proposed solution must meet the needs of the following MVC business units: Driver Testing, Driver Review, RSC (Regional Service Center) Conferencing and Inspections. The package must be web-based and include an Interactive Voice Response (IVR) component.

3.1 PROJECT START-UP SERVICES

3.1.1 PROJECT KICK-OFF MEETING

Within two weeks of contract award, the designated Contractor Project Director and key team members shall meet with the State Project Team to present an overview of the project plan and other pertinent information. At this meeting, in accordance with the Contractor's bid proposal, the Contractor shall review the project plan, the standards for the project, and the manner in which project activities will be executed. The plan, which shall be in both graphic and narrative format, must include schedules and deliverable due dates as well as quality assurance and change control procedures. This meeting shall be documented in the interim weekly report (see [3.2.3 STATUS REPORTING](#)).

3.1.2 SET-UP DOCUMENTATION REPOSITORY/PROJECT FILES

The Contractor shall establish and maintain a documentation repository including appropriate project files for the project. The repository should include a definitive policy concerning what is retained electronically and what must be retained in hard copy. The documentation repository must be housed at the State work site. The documentation repository serves as the primary access point for completed tangible results for each task and must be immediately accessible to State management and project team members. The documentation repository must be logically organized so that each section contains the completed, approved, tangible results for a task. Project files must be established to hold administrative information regarding budget, schedules, and project progress as well as any other correspondence, reports or project-related information. The repository and all of its contents are the property of the State.

3.1.3 PROJECT PLAN

Each bidder, as part of its proposal, must submit an Interim Draft Plan that outlines how the bidder proposes to deal with all aspects of this project. This interim work plan, encompassing all aspects of this project including among other items, a timeline/schedule, critical path and dependencies, deliverables and staffing, will serve as the basis of the plan to be used throughout the project. This Interim Draft Plan must be updated and submitted in electronic and hard copy format to the State Contract Manager for approval within 21 business days of the kick off meeting. This update shall include any modifications required as a result of the kick-off meeting. The Contractor must use a standard project management tool (e.g., Microsoft Project) for the work plan and must use the same tool throughout the life of the project for updates to, and maintenance of, the work plan. The Contractor Project Director shall submit this material to the State Contract Manager for review. The State reserves the right to request modifications, to approve, to approve conditionally, or to disapprove that plan and schedule. This plan must be updated in accordance with changes over the lifecycle of the project.

The project work plan must be updated in conjunction with weekly and biweekly reporting requirements throughout the project.

3.2 PROJECT CONTROL RESPONSIBILITIES AND IMPLEMENTATION

The responsibilities described in this section shall not be priced or billed separately. They shall be included in the cost of providing the deliverables.

3.2.1 THE CONTRACTOR'S RESPONSIBILITY

The contractor shall have sole responsibility for the complete efforts specified in the contract. The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required under the contract. The contractor shall, without additional

compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of the responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

3.2.2 THE STATE PROJECT TEAM RESPONSIBILITIES

The MVC will provide project direction and maintain final control in decisions relating to the overall design, development, implementation, testing and acceptance of the scheduling system through its designated State Contract Manager.

The MVC will appoint Scheduling System Project Managers who will report to the State Contract Manager, for each of the following modules:

- Road Test Scheduling
- Driver Reexamination Conferences
- Specialty Inspections
- School Bus Inspections

The Office of Information Technology (OIT) Scheduling System project manager jointly with the State Contract Manager will be responsible for the oversight of the implementation of interface processes between the contractor's system and the MVC Comprehensive System.

3.2.3 STATUS REPORTING

The contractor's project director shall provide a bi-weekly written status report to the State Contract Manager. At minimum, this report will:

- Outline the goals established and goals accomplished for the reporting period;
- Provide the status of other goals and tasks scheduled during the reporting period and their estimated completion date;
- Identify program-related problems or scheduling conflicts encountered during the period, their resolution or alternative recommendations for their resolution if still outstanding, and any resulting effects on program progress or project completion date;
- Identify critical issues or anticipated problems requiring immediate resolution in order to progress on schedule;
- Identify tasks, goals and deliverables anticipated in the current reporting period;
- Provide an assessment of program progress and project accomplishments to date.

In addition, an interim report shall be provided to the State Contract Manager on the alternate weeks outlining a general assessment of program progress through the week. At minimum, it shall include:

- the identification of any significant variations from plans, and any unanticipated problems or delays encountered potentially affecting system performance or the scheduled project completion date; and
- the identification of new issues or problems requiring immediate resolution.

3.2.4 DELIVERABLES

Deliverables presented to the State are expected to be prepared in Microsoft Word for text files, Microsoft Excel for spreadsheets, and Microsoft Project for project plans/schedules. MVC currently utilizes Office XP and Project 2000 versions of the Microsoft suite of office automation software. If the bidder prefers a different

set of tools, it must present a rationale for the use of the alternative and must submit all deliverables in a format compatible with the current MVC software versions.

3.3 SOFTWARE DESIGN AND DELIVERY

The contractor shall provide software meeting all requirements. The related tasks and deliverables are provided below. All tasks are complete when accepted by the State Contract Manager.

3.3.1 SOFTWARE DESIGN TASK 1: CONCEPTUAL DESIGN ACCEPTANCE (PRICE LINE 2)

NOTE: Price Line 1 is explained in Section 6.3.2.

The contractor shall provide a completed conceptual design of the system, and implementation schedule of the total functionality of the system as described in the RFP and the contractor's bid response.

3.3.2 SOFTWARE DESIGN TASK 2: SYSTEM DETAILED DESIGN (PRICE LINE 3)

The contractor shall provide a completed detailed design and implementation schedule of the total functionality of the system, as described in the RFP and the contractor's bid response, and as outlined in the Conceptual Design in Task 1, above.

***NOTE: PRICE LINE 4 IS INVALID. IT WILL NOT BE USED.**

3.4 HARDWARE CONFIGURATION (PRICE LINE 5)

The legacy Comprehensive System resides on an IBM mainframe running zOS. All web-based applications run on Sun Servers running Solaris as the operating system. Oracle is used as the Database Management System ("DBMS") and Sun ONE Application Server is used as the application server in a J2EE architecture.

Although it is the State's preference to use the current hardware for any proposed solution, the bidder must identify the number of workstations, printers, memory, disk, telecommunication equipment and other hardware requirements (if any) necessary to support its proposed solution. The State will then use the bidder's recommendation to obtain the necessary items from existing State contracts.

The contractor shall document and submit the compatibility of the computing configuration that will adequately support the application software system detailed in these specifications assuming all workstations and printers are in concurrent usage. The contractor must describe in detail the configuration of proposed servers on which the application will reside. The contractor must describe any changes to existing hardware that will be required to accommodate the described functionality.

3.5 CONVERSION REQUIREMENTS (PRICE LINE 6)

The contractor will be responsible for converting, with 100% accuracy, all future scheduled appointments from the current mainframe road test scheduling systems (Commercial Drivers License and non-Commercial Drivers License). The bidder must indicate how long the conversion is expected to take.

3.5.1 CONVERSION SUPPORT

The necessary support and staffing to convert all existing appointments from the current driver road test scheduling applications (Commercial Driver's License and non-Commercial Driver's License) must be provided. The contractor will be responsible for any programming necessary to convert data.

3.5.2 CONVERSION PLAN

The contractor shall prepare a Conversion Plan for converting the data described in Section 3.5.1. The Conversion Plan shall describe conversion procedures, criteria and data, the methodology for the tracking and correcting of conversion problems when encountered, and how long the conversion will take to complete.

3.5.3 CONVERSION TEST RESULTS

The contractor shall also be responsible for the submission of formal Conversion Test Results, based upon the Conversion Plan criteria, for MVC review and approval prior to final file conversion.

3.6 TESTING (PRICE LINE 7)

The contractor shall develop test plans and execute them to prove the functionality and readiness of the system for implementation in the production environment, as described in the RFP and the bid response, and as outlined in the Detailed Design agreement in Software Design Task 2, above.

3.6.1 FUNCTIONAL TESTING

The contractor shall submit a test plan that delineates the system test procedures and describes the methods used in system testing. This shall include developing and documenting comprehensive test data that will test every aspect of the system before it is presented to the State. The test plan will require the approval of the State prior to any testing being performed.

The State views testing as the process of evaluating a system to verify that it meets user requirements and to identify discrepancies between actual and expected results. This testing protocol is concerned with exercising the software and evaluating its operation for conformance to requirements.

The State defines that the scope of testing, at a minimum, involves at least four test phases. They are defined as follows:

1. Unit Testing – The purpose of Unit Testing is to verify the functionality of the software unit. The goal of this type of testing is to execute each branch of code. Unit testing is performed at an MVC site by a developer (programmer) in the developing organization.
2. Integration Testing – The purpose of Integration Testing is to verify the functionality of multiple units as well as the interfaces between the units. The goal of this type of testing is to execute all of the interface paths between the units. Integration Testing is performed by the developing organization in OIT's integration test environment.
3. System Testing – The purpose of System Testing is to verify the functionality and operability of a deliverable software system. It also includes verifying interfaces between independently delivered systems / products in a systems environment within an operations / production platform. Systems Testing is performed by the user organization in OIT's Test environment and is technically supported by the developing organization.
4. Acceptance Testing (also called Operational Readiness Testing) – The purpose of acceptance testing is to assess the system's readiness (by system end users and associated users) for implementation. Acceptance testing is performed by the using organization.

NOTE: In the performance of the acceptance test at the State's site(s), personnel designated by the State will perform all system tests according to the Contractor-developed test plan. The Contractor shall develop the acceptance test schedule. The acceptance test, as defined by the test plan, will determine whether the system operates in conformance with the specifications set forth in this RFP. All acceptance testing will require a written approval by the State. If the Scheduling System does not pass the acceptance test at the State's site(s), the contractor shall correct any identified system deficiencies and re-conduct such portions of the acceptance test identified as having failed the test until testing is successful and accepted by the State.

The contractor shall also perform tests on components or functions affected by the changes.

After the system has been approved by the State, all subsequent proposed changes to the system and the system documentation, of any type or degree, must be first approved by the State. Contractor changes shall

incorporate changes to the text and diagrams of the documentation at the appropriate location so that a comprehensive, clear, and current record will be available to both the contractor and the State.

Contractor-provided format will be acceptable as long as the necessary information is provided in these documents.

3.6.2 PERFORMANCE TESTING

3.6.2.1 LOAD TESTING

In the system test environment the application will also be load tested. Please refer to the Application Instrumentation Performance Testing section of the Shared IT Architecture document at http://www.state.nj.us/it/statewide/it_architecture.pdf, for details on the tools to be used. The contractor must provide a system that is shown to be successfully tested to 300 concurrent users on their development infrastructure and can be repeated on the OIT hosting infrastructure.

3.6.2.2 NETWORK IMPACT

This application must be tested with OIT's Compuware suite prior to deployment to determine network impact. Please refer to the Network Performance section of the Shared IT Architecture document for details.

3.6.3 IMPLEMENTATION

Once all tests have been conducted and approved by OIT and MVC, the application may be moved to the production environment. The system implementation must not cause disruption to current operations.

3.7 MVC STAFF TRAINING (PRICE LINE 8)

The contractor shall provide training at MVC or another state facility for 92 MVC staff personnel. These staff personnel have had basic window training. The contractor shall train MVC staff in each of the following units: Driver Testing (50 staff members), Driver Review (4 staff members), RSC Conferencing (10 staff members) and Inspections (28 staff members). The training must include: explanation and completed samples of all computer screens and computer-generated reports and in-class exercises in each of the functions pertinent to the unit staff being trained (i.e., classes should be tailored to each class based on the functions the trainees will perform on the job). The number of sessions will depend on the class size.

The contractor shall provide copies of all training materials to the MVC upon conclusion of the training. (Train the trainer) shall be provided for five (5) MVC staff personnel. These people will be responsible for providing refresher and new employee training.

3.8 APPLICATION SOFTWARE DOCUMENTATION (PRICE LINE 9)

The contractor shall deliver appropriate application software documentation prior to final system acceptance that provides an overview of the system and the relationships among user functions, files, inputs. The contractor shall deliver appropriate application software documentation prior to final system acceptance that provides an overview of the system and the relationships among user functions, files, inputs, outputs, and programs. This documentation shall consist of entity relationship diagrams, file/table structures, and a user data dictionary. The documentation must be delivered to the State Contract Manager before final system acceptance and must be updated with the installation of each software revision during the term of the contract and any extension thereof.

3.9 USER DOCUMENTATION

3.9.1 USER MANUAL

This documentation must provide easy to follow, clear, concise instructions on the detailed operation of the system from the end-user's point of view. The user documentation shall include instructions for the users accessing the applications and shall be written in neither technical language nor pseudo-code. It must

include a complete set of screen layouts with each field explained fully. A complete description and listing of all tables must be included as well as a complete listing of all possible error messages. Error recovery instructions must be provided with the associated error message. The User Manual must be kept up-to-date with any revisions during the term of the contract and any revisions thereof.

3.9.2 ON-LINE USER MANUAL

The system must provide an on-line User Manual that can be queried by function and topic. Users shall be able to request a printout from the system of any portion of this documentation (this is in addition to standard screen print capability). The on-line user manual help should include hyper-text navigational facilities.

3.9.3 UNIVERSAL ACCESS TO USER MANUAL

The system shall provide for the viewing of the on-line User Manual by MVC employees from any workstation. The user manual will not be accessible by the public.

3.9.4 SEARCH

The system shall provide the ability to search for text by key words, topics, etc. in the on-line User Manual.

3.9.5 ON-LINE HELP FACILITY

The system must provide an on-line help facility so that users can get help on the meaning of fields on the screen and what values can/should be entered. The State envisions an on-line help facility similar to that featured in Microsoft Word.

3.10 TECHNICAL DOCUMENTATION

The technical documentation shall provide all necessary information required for installing, fine-tuning, and operation of the system and each of its components.

3.10.1 ON-LINE SYSTEM ADMINISTRATOR MANUAL

The system must provide an on-line System Administrator Manual that can be queried from any workstation by function and topic by users with the System Administrator's role. This document shall describe routine tasks required in operating the computer system. Such tasks include bringing the system up, initiating programs, resetting the internal clock, taking the system down, reacting to system generated messages, etc. The manual shall also include backup and recovery, adding users, management access privileges, and troubleshooting guidelines. Administrators shall be able to request a printout from the system of any portion of this documentation (this is in addition to standard screen print capability). The on-line manual should include hypertext navigational facilities.

3.11 WARRANTY AND MAINTENANCE

3.11.1 WARRANTY PROVISION

The contractor shall warrant all software provided to be free from defects for a minimum period of one (1) year from the date of application software acceptance. Any repairs or replacements required during this period shall be made at no expense to the State. This warranty shall include required routine preventive maintenance. The contractor's warranty shall include on-site problem correction.

3.11.2 MAINTENANCE CONTRACT (PRICE LINES 10, 11, 12 & 13)

A comprehensive software maintenance contract including any annual fees is required for the proposed system on a fixed cost basis for up to four (4) years following the expiration of the one (1) year software warranty. The State retains the option to provide its own resources to maintain the system rather than

contracting with the contractor. The total and annual cost of software maintenance shall be itemized in the bidder's bid response.

It is mandatory that the contractor provide a comprehensive software maintenance program for technical support. The contractor must, at a minimum, agree to:

- Provide software fixes, enhancements, new releases and versions, system documentation, user manual revisions and updates;
- Provide personnel who are fully trained and certified by the contractor to service the scheduling software;
- Diagnose software problems and, at the contractor's option, either correct or replace the software as necessary to remedy any software defect which is attributable to the contractor's software and renders a significant documented function of the contractor's software inoperable or prevents the State from performing its daily functions;
- Provide an escalation response by the contractor to correct such defect or error, including site visits and in-house testing and such correction or replacement as appropriate. The contractor or the State may initiate escalation.
- Respond to all written consultation requests from the State within five (5) working days;
- Provide telephone consultation on a seven (7) days per week, 24 hours per day basis unless agreed to by the contractor and the State;
- Respond by telephone to a service call within two (2) hours;
- Resolve problems through dial-up access or another compatible means within four (4) hours or, if the problem is not resolved, describe the problem to the State, and provide on-site staff within twenty-four (24) hours and remain on-site until the problem is resolved to the State's satisfaction; and
- Provide 99.8% system availability exclusive of scheduled maintenance.

3.11.3 POST-IMPLEMENTATION SYSTEM SUPPORT

The contractor shall remain on-site for a period of at least 30 business days after full system implementation. Full system implementation is defined as when the final sub-phase is fully operational in the production environment and the associated deliverables have been reviewed and approved by the State.

3.11.4 SCHEDULED MAINTENANCE

Documentation for regularly scheduled preventive maintenance activities for all contractor-supplied software must be provided. Information as to the amount of time and frequency required for preventive maintenance must be provided.

3.11.5 HELP DESK

A help desk must be provided through a support line on all components of the software covering the following time schedule: Monday through Thursday 8:00 am to 8:30 pm, Friday from 8:00 am to 4:30 pm, and Saturday from 8:00 am to 1:00 pm. The exception to this schedule is for State holidays. The help desk shall record all problems, perform diagnostic services, transfer the problem to more expert providers if necessary, dispatch repair personnel and track the problem until services is restored. The help desk will only be contracted by MVC system administrators, not the public or other MVC employees.

3.11.6 PROBLEM TRACKING MECHANISM

The contractor must provide a mechanism for tracking problems and for providing updates to MVC as to its progress of resolution.

3.11.7 ADDITIONAL SUPPORT OPTIONS

The State must be provided with the ability or opportunity to purchase additional or supplemental support at any time during the term of the contract and any subsequent extensions.

3.11.8 ERROR CORRECTION

Free, prompt corrections to errors discovered after installation at MVC and to any errors discovered at another user's site shall be provided. Errors are defined as those items **not** conforming to:

- Functional requirements contained in this document
- Information contained in contractor product documentation
- Other contractor product communications, including written and/or oral
- Modification specifications developed during the development process with which the contractor has indicated compliance.

3.12. SOFTWARE SPECIFICATIONS

3.12.1 OPERATING ENVIRONMENT

The contractor shall provide software to meet all requirements set forth herein.
The contractor shall provide a system that operates in accordance with the following parameters:

It shall be deployed in the State of New Jersey Shared IT Architecture, maintained by OIT, as defined at www.state.nj.us/it/statewide/it_architecture.pdf.

The application shall consist of an administrative function which will be accessed by MVC personnel within the State Intranet (behind the firewalls), a public function which will be hosted on an N-tiered Web hosting environment, and will transit multiple firewall layers of the network out to the public Internet. (Both methods are documented in the Shared IT Architecture at www.state.nj.us/it/statewide/it_architecture.pdf). Remote access by the contractor must adhere to the policies set forth by the statewide Network Planning Committee.

System interfaces with legacy systems shall use the Data Exchange Facility (DEX), an in-house tool. DEX is a standardized interface that provides an automated method for obtaining MVC-related data. DEX utilizes IBM's MQSeries middleware, which enables the communication among different application programs, which can be running on different systems at different locations on different platforms. DEX facilitates the exchange of data between MVC clients through the creation of pre-defined data blocks. Data elements are logically grouped into message blocks. Internal tables are used to determine what message blocks need to be constructed and transmitted back to the requesting application.

The system must interface with the New Jersey Comprehensive System to accommodate a variety of needs, all of which are outlined in Section 3.18.

The system must be available for user access and processing, by internal and external users, 24 hours a day/7 days a week. The only exceptions to this are planned periods for backups, maintenance and upgrades.

The system must employ role-based security so that users only gain access to the functionality required to accomplish their tasks. This system will be available to the public (for permit-based road testing only) and several MVC business units (listed in the introductory paragraph of Section 3.0, Scope of Work). Each will have differing needs. In addition, employee access will be granted through the MyNewJersey portal on the New Jersey website home page; the new scheduling system will appear as a link in the MyMVC channel, which will shortly be available to MVC employees. An employee will use the application's security to then launch the scheduling application, based on his/her role.

The system must be modifiable by specific staff to change parameters in response to changes in regulations or laws.

3.12.2 WEB-BASED REQUIREMENTS

All base application software should be web-based, commercially available, tried, and proven in either PC or web-based form at multiple customer sites.

3.12.3 CAPACITY

The proposed system must have the capability to accommodate up to 300 concurrent users (internal and external) while still maintaining the agreed upon response time guidelines set forth below. The contractor will be required to demonstrate under load testing that its application makes the best use of server resources by properly handling such issues as data locks and concurrency, avoids memory leaks, releases database threads correctly and manages state correctly (see Section 2.2, Agency Specific Definitions).

3.12.4 THROUGHPUT

The new system must operate at an acceptable throughput level and must deliver optimal response time for all connected users. In no case should internal response time exceed 5 seconds. System performance will be an important consideration in the evaluation of proposed systems. The bidder must provide in its bid response, estimated throughput levels for all functions.

3.12.5 RESPONSE TIME

The fastest possible response times are required when executing each required function under full load conditions. The bidder must provide in its bid proposal, the response times for inquiry and update functions. A minimum of three (3) seconds is mandatory.

3.12.6 EXPORT DATA FOR OFFICE AUTOMATION

The system must provide the ability to download data files to be used with Microsoft Office products.

3.13 GENERAL SCHEDULING/DATA PARAMETERS

The system must:

- Validate fields referring to records in other tables to insure that referred-to records exist (referential integrity).
- Provide default values when certain fields have not been entered by the user and permit the user to override the default value.

- Fill-in common information from pre-set tables determined by the user.
- Provide table-driven system options, edits and alternatives.
- Allow the user to establish optional edit features in addition to the standard edits.
- Control changes to table entries through system security.
- Prevent appointments from being scheduled in the past. Appointments may only be scheduled in the future.
- Prevent double-booking for the same type of appointment or VIN. It shall allow a driver to have more than one appointment as long as it is for a different reason (CDL road test, motorcycle road test, etc.).
- Allow MVC units to set the default time (half hour, hour, etc.) for each type of appointment.
- Limit appointment changes to only the unit that schedules the appointment. For example, a road test appointment scheduled by the Driver Review Unit can only be rescheduled by staff from that unit.
- Provide access to view appointments for other appropriate units. For example, the Driver Testing Center (DTC) staff should be able to view appointments made by the Driver Review Unit since it is their staff that will be administering the tests.
- Provide the ability to indicate whether a test is court-ordered and limit appointment changes for court-ordered tests to an MVC employee only.
- Record whether a driver attended his/her scheduled appointment.
- Make updates to the system in real-time. For example, scheduling of appointments and availability of resources must be updated and viewable immediately.
- Allow global settings to be applied to all calendars for such organization-wide parameters as setting up a State holiday as a "closed" day.
- Allow each facility to set default calendars indicating when the facility is open or closed.
- Capture all activity (i.e. items scheduled, canceled and rescheduled, etc.) in the database, along with the user ID of the internal user who performed the action. The identifying information to be logged for public internet users (in lieu of a user ID) will be mutually agreed upon between the contractor and the State.

3.14 REPORT REQUIREMENTS

A user-friendly report-generation tool must be provided with the new system. This report writer must allow trained users to produce both canned and ad hoc reports against the data with minimal entry required by the user. The tool should provide a variety of reporting techniques including listings, cross-tabulations, scatter plots, histograms, and statistics. The State's thin client Business Intelligence platform is Business Objects WebIntelligence, which MVC will be using in other initiatives. In addition,

- The reporting tool must provide sufficient flexibility to allow users to enter parameters at run time.
- The reporting tool must provide the ability to save query instructions for later use.
- The reporting tool must provide the ability to save created reports so that they can be printed at a later date.

- The reporting tool must provide the ability to link or combine queries to produce another query.
- The reporting tool must provide the ability to preview, on any workstation, the results of any generated report.
- The reporting tool must use the Windows API for printing and provide the ability to route output to various devices including printers and disks.
- The reporting tool should provide the ability to create standard menu or icon driven queries for data that requires frequent access.
- The reporting tool should provide the option for the user to derive percentages for totals that are generated for a query or report.
- Any data dictionaries, data models, entity relationship diagrams, or business rules which are necessary for utilizing the reporting tool must be provided.

3.15 BACKUP/RECOVERY

3.15.1 BACKUP AND RECOVERY PROCEDURES

Comprehensive data backup and recovery procedures to insure accurate and timely recovery of data must be provided. In case of hardware or software failure, the State must be able to restart the system with no loss of transactions and with no transactions processed more than once. The contractor must provide time estimates for a regular backup schedule, outside of the normal MVC business day so that employees will not be affected. These should be scheduled at times that will cause minimal downtime to the public also.

3.16 ARCHIVE AND PURGE REQUIREMENTS

3.16.1 RECORD PURGES

The system must provide for the ability to selectively purge records from the database (e.g. remove records from the primary system to the data warehouse, another system, or storage media with the capability of later restoring the records to the primary system). The system must also provide the ability to purge groups of data based on a user-entered date.

3.16.2 PURGE CONTROL REPORTS

Control reports should be generated that indicate the information that has been purged. In addition, all purge and archival events are to be recorded in an electronic log.

3.16.3 AUTHORIZATION TO DELETE DATA

Archived data can only be deleted upon receiving formal authorization from the Division of Archives and Records Management in accordance with established retention schedules and State or Federal regulations.

3.17 AUDIT, CONTROL, AND SECURITY REQUIREMENTS

- The system must provide the capability of assigning a variety of access levels to users, including owner, update and view access.
- The system must provide simultaneous viewing access to the same record by an unlimited number of users.

- The system must provide a mechanism to ensure that the same data element(s) is (are) not simultaneously updated by more than one person at a time.
- The system should maintain a system audit trail for all data that is entered, updated or inquired upon within any functional area and/or application. At a minimum, this audit trail must include the system date, system time, and user logon ID. The system date and user Logon ID cannot be overwritten or changed. Reversal transactions must not impair the integrity of the original transaction.
- The system must provide security at the user, transaction, database, application menu, application sub-menu, and record levels.
- The system must provide the ability for an administrator to assign passwords to files, users, and groups. The password must contain no fewer than six and no more than eight characters. The user's Logon ID cannot be used as his/her password. The password must contain a mix of alpha and numeric characters.
- The system must provide the ability to force users to change their passwords after a specified period of time. The OIT standard is 45 days.
- The system must provide the ability to restrict users from using the same password twice (OIT standard)
- The system must provide the security administrator with the ability and the authority to alter user security access privileges.
- The system must provide the ability to support a security hierarchy that restricts access and modifications at multiple levels including system-wide, user group, and user, as well as system administration, system operation, and security administration.
- Each user must be assigned a unique user logon ID which will be used to identify a user's authorized access to system functions. The system must also be flexible to accommodate single sign-on from Windows or LDAP for MVC employees. Public interest users may be identified by Driver License Number; this will be agreed upon by the State and the contractor.
- The system should allow for a limited number of logon attempts to the system before suspending the user logon ID and terminating the process. All failed access attempts must be logged and the system administrator must have the ability to display or print failed logon attempts by user logon ID, time, date and site. The OIT standard is five. The system administrator must have the ability to log the user back on to the system.
- The system should provide system intruder detection and the ability to lock out a suspected intruder.
- The system must provide the ability to automatically sign users off the system after a specified period of time or inactivity, or lock the user out until an appropriate password is entered.
- The system should provide the ability for the system administrator to inquire and access activity information on users that are successfully logged onto the system.
- The system should provide the ability to generate a report of users attempting access to unauthorized application modules, transactions, databases, data files, or data fields. Options to sort the report by user logon ID, workstation, transaction, database or data file name, application, date or time should be provided.
- The system should provide the ability to generate a report of any users that must be signed off the system for lack of activity. The report should include logon ID, workstation, date, and time.

- The system must provide the ability to encrypt passwords.

3.18 MODULE SPECIFIC REQUIREMENTS

3.18.1 DRIVER TESTING CENTERS-ROAD TEST SCHEDULING

After passing an initial knowledge and vision test, a prospective driver receives a validated permit for the requested type of vehicle. After a certain time period, the person is required to take a road test to receive his/her driver license. The person must take the test prior to the permit expiration date or he/she must renew the permit or obtain a new one. A permit must be obtained for each class of vehicle a driver wishes to operate. MVC will allow the public to schedule appointments online through its web site.

3.18.1.1 ROAD TEST SCHEDULING SOFTWARE REQUIREMENTS

- This module shall:
- Allow a user to schedule, cancel, and reschedule a road test.
- Allow MVC employees to schedule a test on behalf of a driver.
- Require the user to input his/her name, DLN and permit validation number in order to schedule a test.
- Include an interface to the existing Comprehensive System to verify DLN and credentials (validated permit that has not expired, permit / license is not suspended, etc.).
- Prevent appointment scheduling when the DLN and credentials are not verified.
- Customize test scheduling to each site [not all sites give the same kind of tests (i.e., CDL, motorcycle, moped, etc.)].
- Provide for the telephone/internet entry of the zip code of the city where an applicant would like to schedule the road test.
- Search for a match between zip codes and test locations and offer the most convenient location nearest the particular zip code.
- Allow the user to choose the Driver Testing Center (DTC) test location from a dropdown menu. When searching for an available appointment for a road test, the system should display only those sites that give the test needed by the driver.
- Designate the region (north, south, central) in which a facility is located and delineate the area of each region.
- Allow MVC staff to change the first available day for scheduling based on a user's role (e.g., when the public schedules a test via the internet, they should not see any available appointments until at least five days from the current date, but MVC employees should see everything past the current date and time).
- Prevent a driver from scheduling a test if privilege is not in good standing (i.e., if license is suspended).
- Prevent a driver from scheduling a test if he/she is already scheduled for the same type of test. The previously scheduled test(s) must first be cancelled (i.e., no double booking).
- Provide a confirmation page with all information regarding the scheduled test such as date, time, and location, inform the applicant of the documentation that must be provided at the

time of the road test, and inform applicant that if documentation is not presented, the appointment may/will be forfeited. The criteria are:

- Properly registered, insured, and inspected vehicle
 - Dependent on vehicle type applying for – brake (emergency/ foot) access
 - Properly licensed driver for vehicle type
 - License in possession
 - Current NJ permit
 - Acceptable Identification
-
- Provide MVC employees with the appropriate security authorization, the ability to insert and include other particular messages or information for the benefit of the applicant as part of the confirmation page.
 - Store and provide on-line access to at least three years of schedule data for investigation purposes.
 - Allow rules/edits for the minimum time period before a test can be scheduled based on the permit type, driver's age, etc. This will require an interface to the legacy Comprehensive System. The criteria are:
 - For scheduling auto and motorcycle road test appointments the period is:
 - under 21 years old – 6 months from date of validation
 - 21 years old and over – 3 months from date of validation
 - For Agricultural (class G, 06) and moped licenses (class F, 05), the period is 20 days from the date of validation
 - For CDL applicants for class A & B CDL (03) permits-the period is 20 days from the date of validation. Class C permits with air brakes-the period is 20 days from the date of validation.
 - For CDL applicants for class B & C passenger (04) permits-the period is 10 days from the date of validation.
 - All applicants who fail a road test must wait a minimum of 14 days before they can take another road test. This period (14 days) must be modifiable by the Driver Testing Unit staff to accommodate a change in business practice.
 - All applicants that are denied a road test (equipment or credentials rejections) are eligible for the first available appointment.
 - Record driver contact information (e.g., telephone number, e-mail address) at the time a test is scheduled.
 - Capture inspector ID when a test is scheduled by an MVC employee.
 - Allow resource (tester) scheduling for road tests. It must allow default schedules to be set. For example: instructor 1 is available at location 3, five days per week, Monday through Friday from 9:00 AM – 5:00 PM, with a one-hour lunch break at noon, Instructor 2 is available at location 3, five days per week, Tuesday through Saturday from 9:00 AM – 5:00 PM with a one hour lunch break at 1:00 PM.
 - Allow calendars to be set up for resource availability with the ability to change calendars based on a change in circumstances (either planned or unplanned, such as vacations, or someone who calls out sick).

- Provide the ability to “overbook” time slots. This will only be permitted for MVC employees. The ability to overbook must be determined by the user’s role; the public must not be able to overbook.
- Provide the ability to display a “roster” of appointments by site over a user-selected period of time (e.g. one day, one week, etc.). This shall, at a minimum, display the driver’s name and driver’s license number (DLN).
- Provide the capability to designate what test each of the driver test center safety specialists testers (safety specialists) is able to administer, reflecting the variations in the tests.
- Allow MVC driver testing employees to enter test results (pass, fail, waive, denied) for each component including identification, vision, law knowledge or road test results for the applicant’s driver testing record.
- Transmit the test result data to the Comprehensive System.
- Allow driver testing unit staff to establish a custom time period to allow driving schools to bring in students to be tested.
- Allow driver testing unit staff to enter individual data for driving school tests at a later time.
- Allow only MVC employees to schedule tests administered to driving school instructors.
- Send automated reminders of scheduled tests to the driver. If the driver scheduled via the internet, an e-mail reminder will be sent. If the driver scheduled via telephone, a telephone reminder will be sent.
- Automatically cancel the scheduled road test once an applicant is disqualified. This will require an interface with the Comprehensive System.
- Notify applicants within 30 days or less by telephone/internet access of disqualifications (i.e., expired permit, eligibility date has been changed).

3.18.1.2 IVR-ONLY REQUIREMENTS (PRICE LINE 15)

***NOTE: Line 14 is for Hourly Rates and is explained in Section 5.24 and in Attachment 5.**

The Interactive Voice Response (IVR) system shall provide:

- 24 hour telephone access with the ability to handle 20 incoming calls simultaneously at any given time, whether the applicant needs to schedule an appointment, cancel an appointment, or change an appointment for the road test.
- TTY access for deaf, heard of hearing, or speech-impaired callers. The system must be capable of ASCII and Baudot formats, allowing a TTY or PC user to access the system in a functionally equivalent way to that of a voice caller.
- The IVR component must integrate with the MVC IVR system. The MVC Contact Center uses an AVAYA ACD/PBX for call handling with an associated AVAYA IVR to automate and process currently identified applications. It must use XML to communicate with the IVR as a web service.
- MVC plans to phase in the use of IVR after a successful web implementation. The work required to implement IVR must be priced separately on price line #14.

3.18.1.3 ROAD TEST SCHEDULING REPORTS

The system must provide the ability to produce reports without programming. Standard reports that are required are:

- History by site- Displays a history by site, by date, or other time period (day, week, month, etc.) that will show the driver name, DLN, test site and date/time.
- History by region – Displays a history by region by date or other time period (day, week, month, etc.) that will show the driver name, DLN test site and date/time.
- List by Safety Specialist – Lists the number of tests given by each Safety Specialist.
- List of Pass/Fails by Safety Specialist – Lists the number of tests given by each Safety Specialist and the number that passed and failed.

3.19 DRIVER REVIEW UNIT SCHEDULING

The Driver Review Unit reviews a driver’s record to determine whether that person is qualified to operate a vehicle. A request for review may come from law enforcement, a physician or the courts. It may be the result of a fatal accident in which the police notify the unit and it is alleged that the driver has committed an offense. Based on the review, a driver may be scheduled for a reexamination (road, vision and/or knowledge). In the case of a fatal accident, it is mandatory for the driver to be reexamined. Any driver, except those involved in fatal accidents, may request a hearing, which could delay or negate the need for a re-exam.

3.19.1 DRIVER REEXAMINATION SCHEDULING REQUIREMENTS

When it is determined that a driver should have a reexamination, the test will be scheduled at a Driver Testing Center (DTC). Currently, the DTCs provide the Driver Review Unit with dates when reexaminations can be scheduled and the Driver Review Unit provides the DTCs with a printed roster. It is planned that the Driver Review Unit will have access to schedule the appointments in real time on the new system.

The system must allow the appointments to be designated as reexaminations and to differentiate between the different types - road, vision and/or knowledge.

Only MVC personnel can schedule reexaminations. The public will not have access to schedule tests for this purpose.

The system must indicate the type of reexamination scheduled. There are currently 5 types: Police, Court, Physical, Medical Panel (2-part) and Medical Panel (3-part). For the 3-part test (which consists of road, vision and knowledge tests), MVC personnel must be able to enter into the system which of the 3 parts the driver passed or failed. The information should also be passed to the Comprehensive System.

As in permit-based road testing, where not all DTCs offer every kind of test (for reexamination some DTCs offer all three types of tests and some only offer one or two of the types), the system must provide the ability to designate which DTCs offer which type of tests.

If a driver has multiple suspensions or surcharges, s/he cannot be scheduled for a re-exam until these are resolved. An interface to the Comprehensive System is required to check this.

3.19.2 DRIVER REVIEW UNIT SCHEDULING REPORTS

Daily statistical reports of the day’s activity (show/no shows, passes/fails, etc.) are required.

3.20 RSC (REGIONAL SERVICE CENTER) CONFERENCING

A driver facing suspension may request, in writing, a pre-hearing conference (i.e., prior to a hearing with an Administrative Law judge). When requests are granted, these conferences are held at MVC’s Regional Service Centers (RSCs). Currently, each RSC determines how many and when appointments are available. Some Centers are only open at certain days/times for

these conferences. A notice is sent to the driver from the Comprehensive System with the date and time of the hearing 4-5 weeks prior to the scheduled date.

3.20.1 CONFERENCE (HEARING) SCHEDULING REQUIREMENTS

The system must be linked to the Driver History System (part of the Comprehensive System).

Conferences can only be scheduled after the "Hearing Request Accepted" event appears on Driver History and the request is granted as indicated by a related memorandum (M type) event appearing on the Driver History record.

RSC personnel must be able to control the days available and the number of slots available at each Regional Service Center Facility. Based on the availability of those slots, the Conferencing Unit will schedule the appointments.

Presently, conferences are scheduled with the driver one month in advance. However, there is a several month wait before the conference is scheduled, so the system must allow scheduling a minimum of 18 months in advance with the ability to increase the period if necessary.

The scheduling system must send a trigger to the Driver History system to generate a notice to attend one month prior to the date scheduled. MVC's future plans include the ability to also have a copy sent to the driver's attorney once this data is stored on the Driver History System.

Conferences are part of the driver suspension due process requirement. Drivers who are issued a proposed administrative suspension must be given the right to be heard. They can result in a lessening of the period of suspension in some cases. This does not pertain to court ordered suspensions. They are triggered at the request of the driver scheduled for suspension. An "m" event is an entry on a driver history record that reflects a memo or informational data only. This is in contrast to most events on the driver history that reflects driver behavior, actions or suspension activity.

3.20.2 RSC CONFERENCE REPORTS

A monthly report on the number of conferences scheduled and not attended is required. The report should be broken down by RSC and type of case conference (points, persistent violators, driving while suspended, etc.) and include grand totals for all sites.

An attendance exception report is required of all conferences scheduled that drivers did not attend. For each occurrence, the report will list the date of the conference, DLN, and driver name.

3.21 INSPECTIONS

The Inspections Unit is responsible for inspecting several types of vehicles. Specialty Inspections are done at three sites in the state. These are primarily for salvage vehicles, but "normal" (a.k.a. "lane") inspections are also done. There are also teams that visit approximately 1,500 bus companies twice a year to perform inspections on school buses. One of the biggest problems they face is not knowing which, or even how many, vehicles they should expect to find when they arrive at a bus company. (See Section 3.21.2.)

3.21.1 INSPECTIONS UNIT SCHEDULING REQUIREMENTS-SPECIALTY INSPECTIONS

For Specialty Inspections, a customer must only be able to schedule one appointment at one site (i.e., no double booking) for a particular vehicle.

The customer is required to pay the inspection fee prior to making an appointment. An appointment cannot be scheduled until the fee is paid. The system must enforce this rule, which will require an interface with the Comprehensive System.

The system must:

- Provide the ability to designate which type of inspection will be performed (e.g., Salvage, High Rise, and Re-VIN, Reconstruct, Handicapped, Referee, etc.).
- Capture the VIN, DLN, or Corp Code, year, make, model, and the driver's name, address, and telephone number.
- Allow MVC employees to enter whether or not the driver showed up for the scheduled appointment.
- If the driver did not show up, the system must then lock out that vehicle by VIN until the required \$200 fee is repaid if there is an attempt to re-schedule.
- Give drivers five (5) days prior to a scheduled appointment to cancel. If a driver tries to cancel after this time, the system must alert the inspector.
- Allow only one appointment for a VIN.
- Retain all appointment history by VIN, Corp. Code/ DLN.
- Provide a "first available appointment" feature to show the first appointment available at all sites. Therefore, when a customer calls a site to schedule an appointment, he/she can be told if there is an earlier slot available at another site.

Staff at the three sites and in the central office should be able to view the other sites' schedules, and schedule and cancel appointments at any of the three sites.

It is desired that the system capture and store title information for scheduled appointments. This would require an interface with the Comprehensive System to obtain the data, possibly using the VIN as the key.

3.21.2 INSPECTIONS UNIT SCHEDULING REQUIREMENTS-SCHOOL BUS INSPECTIONS

The unit needs the ability to schedule blocks of time for teams to visit the bus companies to perform inspections. The block of time will be reserved for a company's school bus inspections. The system must print out a roster for the teams indicating which vehicles they should expect to find at the bus company to inspect. This requires an interface with the Comprehensive System to generate this information to a report.

3.21.3 REPORTS - SPECIALTY INSPECTIONS

A report of history by dealer, vehicle and person, including appointments scheduled, canceled and/or missed, inspections passed and failed is required.

A report broken down by site, types of inspections (salvage, high rise, etc.), the number of initial and re-exam inspections for each type and those scheduled, approved, rejected, number of no shows, no show percentage, first available date, and waiting time (number of working days till first date) is required. This must be available to display weekly, monthly, and/or fiscal year totals.

A daily summary of Salvage Inspections "no shows" is required. This will be used to alert the Special Titles Unit that an additional \$200 fee is required for a new appointment.

3.21.4 REPORTS - SCHOOL BUS INSPECTIONS

The system must produce a monthly roster, for each team, of the bus companies to be visited with the address and the contact information.

The system must produce, three months prior to the inspection appointment, a letter to be mailed to the specific terminal, notifying the operator/owner of the upcoming scheduled inspection.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet (page 3 of the RFP).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit eight (8) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	Cover sheet	Completed and signed cover sheet (Page 3 of this RFP)
		4.4.1.1	Ownership Disclosure Form (Attachment 1)
		4.4.1.2	MacBride Principles Certification (Attachment 2)
		4.4.1.3	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3)
		4.4.1.4 & 1.1 of the Standard Terms & Conditions	Business Registration Form from Division of Revenue Notice of Intent to Subcontract Form and Subcontractor Utilization Plan (Attachment 4)
		4.4.1.8	Bid Bond
2	Technical Proposal	4.4.2.1	Management Overview
		4.4.2.2	Contract Management
		4.4.2.3	Contract Schedule
		4.4.2.4	Mobilization and Implementation Plan
		4.4.2.5	Potential Problems
3	Organizational Support and Experience Proposal	4.4.3.1	Location
		4.4.3.2	Organization Chart (Contract Specific)
		4.4.3.3	Resumes
		4.4.3.4	Backup Staff
		4.4.3.5	Organization Chart (Entire Firm)
		4.4.3.6	Experience of Bidder on Contracts of Similar Size and Scope
		4.4.3.7	Financial Capability of the Bidder
		4.4.3.8	Subcontractor(s)
4	Cost Proposal	4.4.4	Price Schedules (Attachment 5)

4.4.1 SECTION 1 – FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the Standard Terms and Conditions and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.5 EXECUTIVE ORDER 134

Refer to section 5.27 of this RFP for more details concerning this requirement.

4.4.1.6 SET ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce).

*******IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.*******

4.4.1.7 EXECUTIVE ORDER 129

THE BIDDER SHOULD SUBMIT WITH ITS BID PROPOSAL A COMPLETE SOURCE DISCLOSURE FORM.

Refer to Section 5.28 and Attachment 6 for more information concerning this new requirement.

4.4.1.8 BID BOND

Not applicable to this procurement.

4.4.2 SECTION 2 - TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.2.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

Each bidder, as part of its proposal, must submit an Interim Draft Plan that outlines how the bidder proposes to deal with all aspects of this project. This interim work plan, encompassing all aspects of this project including among other items, a timeline/schedule, critical path and dependencies, deliverables and staffing, will serve as the basis of the plan to be used throughout the project.

4.4.2.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.2.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.2.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP and whether the proposed project team has worked together before.

4.4.3.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.

- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.3.4 BACKUP STAFF

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

4.4.3.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross

revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

- B. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.
- C. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- D. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- E. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- F. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.3.9 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#). [See section 6.3.2](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

5.0 SPECIAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as Appendix 1

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manger name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.

5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

5.3 PERFORMANCE BOND

Not applicable to this procurement

5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, Appendix 1, Section 1.1. "Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business Registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.5 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five (5) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP (page 3 of this RFP). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to two (2) years, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed. It is not intended for this contract to be in force longer than seven (7) years including extensions.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

5.6 CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred and eighty (180) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.7 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.8 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.9 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.10 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.12 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys,

plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.13 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.14 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.15 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.16 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.17 CLAIMS AND REMEDIES

5.17.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.17.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.18 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

5.19 RETAINAGE

The amount of retainage is noted on the RFP cover sheet (Page 3 of this RFP). The using agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the using agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three (3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed the balance of the retainage shall be released to the contractor.

5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.21 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the

stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS (PRICE LINE 13)

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.25 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, are optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

5.26 CONTRACT ACTIVITY REPORT

Not applicable to this procurement

5.27 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.27.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$400 during a reporting period are deemed "reportable" under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled

by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Award.

5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed. Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification Form (Appendix 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF CONTRACT TO THE BIDDER.

5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION, DEMONSTRATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation and/or demonstration to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation, demonstration or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation, demonstration or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff

proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.2 THE BIDDER'S COST PROPOSAL

The cost evaluation will be based on the first price line, which is to be a total of price lines 2 through 13. These price lines are listed in Attachment 5. The bidder must fill out the cost for price lines 1 through 4 and 6 through 13. See the paragraph below regarding price line #5.

It is important to note regarding price line #5 (hardware), that if the bidder is recommending that additional hardware be purchased to make its proposed system run effectively, then the bidder must indicate the total cost for the hardware (as well as breaking out the individual components and costs on a separate sheet). This price will be part of the cost evaluation and must be included in the total price line #1.

6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES

ATTACHMENTS - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Subcontractor Set Aside Forms](#)
5. [Price Schedules](#)
6. [Executive Order 129 Certification](#) - Source Disclosure Certification Form
7. [Reciprocity Form](#) (*Optional Submittal*)
8. [Cooperative Purchasing Form](#) (*Optional Submittal*)

APPENDICES

1. [New Jersey Standard Terms and Conditions](#)
2. [Set-Off for State Tax Notice](#)

ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE & PROPERTY
 STATE OF NEW JERSEY
 33 W. STATE ST., 9TH FLOOR
 PO BOX 230
 TRENTON, NEW JERSEY 08625-0230

BIDDER: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <small>(Shares Owned or % of Partnership)</small>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: _____

Address: _____

FEIN/SSN#: _____

(Signature)

(Name)

(Title)

Date _____

ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name (Type or Print)

Title (Type or Print)

Company Name (Type or Print)

Date

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: _____

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

Item 1 - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",
or
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

Item 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

Item 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

Item 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

Item 5 - Enter the physical location of the company, include City, County, State and Zip Code.

Item 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

Item 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

Item 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

Item 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

Item 10 - Enter the total number of employees at the establishment being awarded the contract.

Item 11 - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

Item 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

Item 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

Item 14 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

Item 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

Item 16 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

Item 17 - Print or type the name of the person completing this form. Include the signature, title and date.

Item 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.: []		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: []		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY STATE ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY MINORITY FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)								
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE				
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftworkers (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from Previous Report (if any)												

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO, DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT 4 - SUBCONTRACTOR SET ASIDE FORMS

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR SMALL BUSINESS PARTICIPATION AS SUBCONTRACTORS

If the bidder intends to utilize any subcontractors during the course of the contract(s) to be awarded as a result of this Request for Proposal (RFP), the bidder will include small business subcontracting targets pursuant to NJAC 17:13-4. and Executive Order 71. Each bidder is required to make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission-registered (Commerce) small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three categories. **All bidders must complete the Notice of Intent to Subcontract form.** Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Pursuant to Section 3.11 of the Standard Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan).** Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"Small business" means a business that

- is independently owned and operated
- is incorporated or registered in and has its principal place of business located in the State of New Jersey.
- Has 100 or fewer full-time employees
- Has gross revenues falling in one of the following three categories:
 1. 0 to \$500,000 (Category I);
 2. \$500,001 to \$5,000,000 (Category II);
 3. \$5,000,001 to \$12,000,000 (Category III).

"Commerce-registered" means a small business that meets the requirements and definitions of "small business" and has applied for and been approved by Commerce as a small business.

PROCEDURE:

If a bidder intends to subcontract, the following actions should be taken to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II and III appropriate to the RFP;
2. Request a listing of small businesses by Category from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of registration as a small business for any business proposed as a subcontractor; and,
2. Documentation of the bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Evaluation Committee to effectively assess the bidder's efforts to comply if the bidder has failed to attain the statutory goals.

If awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

NOTE THAT A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDE SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH BID PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

Bidders seeking eligible small businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY (DPP)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number:	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: _____ _____	• Bidder's Telephone No.: _____ • Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	REGISTERED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY				
	I	II	III		

* For those Bidders listing Small Business Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)
(Title)
(Date)

ATTACHMENT 5 - PRICE SCHEDULES

AUTOMATED MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR MVC

Bid Number 05-X-37027

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL		
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9 TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-36096 T-NUMBER : T2207 BIDDER :		
LINE NO..	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 822050 / S001 BUREAU OF PURCHASE PURCHASE BUREAU 33 WEST STATE ST 9TH FL TRENTON NJ 08625-0230			
00001	COMMODITY CODE: 920-39-056372 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED TOTAL FIRM FIXED PRICE TO INCLUDE ALL SOFTWARE (CONCEPTUAL DESIGN, DETAILED DESIGN, ETC.), DATA CONVERSION, TRAINING, TESTING, SYSTEM ACCPETANCE, INSTRUMENTATION, IMPLEMENTATION, INSTALLATION, ONE YEAR SOFTWARE WARRANTY, INSTRUMENTATION, DOCUMENTATION, AND INTERACTIVE VOICE RECORDING (IVR). VENDORS ARE TO LIST THE TOTAL COST OF PRICE LINES 2 THROUGH 13.	1	TASK	_____
00002	COMMODITY CODE: 920-39-056373 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE CONCEPTUAL SOFTWARE DESIGN PER RFP SECTION 3.3.1.	1	TASK	_____
00003	COMMODITY CODE: 920-39-056374 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FINAL DETAILED SOFTWARE DESIGN PER RFP SECTION 3.3.2.	1	TASK	_____
00004	INVALID PRICE LINE. DO NOT USE.			
00005	COMMODITY CODE: 920-39-056376 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE HARDWARE CONFIGURATION PER RFP SECTION 3.4. <u>VENDORS ARE NOT TO FILL OUT THIS PRICE LINE IT IS FOR STATE USE ONLY.</u>	1	TASK	_____
00006	COMMODITY CODE: 920-39-056377 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LAODED FIRM FIXED PRICE TO PROVIDE DATA CONVERSION PER RFP SECTION 3.5.	1	TASK	_____
00007	COMMODITY CODE: 920-39-056378 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE ALL TESTING (UNIT, INTEGRATION, SYSTEMS AND ACCEPTANCE), AND IMPLEMENTATION IN ACCORDANCE WITH RFP SECTION 3.6.	1	TASK	_____

00008	COMMODITY CODE: 920-39-056379 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE MVC STAFF TRAINING PER RFP SECTION 3.7.1.	1	TASK	
00009	COMMODITY CODE: 920-39-05680 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LAODED FIRM FIXED PRICE TO PROVIDE SYSTEM DOCUMENTATION PER RFP SECTION 3.8.	1	TASK	
00010	COMMODITY CODE: 920-39-056381 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE SOFTWARE WARRANTY AND MAINTENANCE SUPPORT FOR YEAR TWO (AFTER EXPIRATION OF THE NO COST YEAR ONE WARRANTY) IN ACCORDANCE WITH RFP SECTION 3.13.2.	1	YEAR	
00011	COMMODITY CODE: 920-39-056382 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE SOFTWARE WARRANTY AND MAINTENANCE SUPPORT FOR YEAR THREE IN ACCORDANCE WITH RFP SECTION 3.13.2.	1	YEAR	
00012	COMMODITY CODE: 920-39-056383 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE SOFTWARE WARRANTY AND MAINTENANCE SUPPORT FOR YEAR FOUR IN ACCORDANCE WITH RFP SECTION 3.13.2.	1	YEAR	
00013	COMMODITY CODE: 920-39-057796 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE SOFTWARE WARRANTY AND MAINTENANCE SUPPORT FOR YEAR FIVE IN ACCORDANCE WITH RFP SECTION 3.13.2.	1	YEAR	
00014	COMMODITY CODE: 920-39-057797 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC. BIDDERS ARE TO ATTACH A SEPARATE SHEET(S) TO IDENTIFY SKILL CATEGORIES WITH FULLY LOADED HOURLY RATES FOR ADDITIONAL WORK/SPECIAL PROJECTS IN ACCORDANCE WITH RFP SECTION 5.24. <u>BIDDERS ARE NOT TO FILL IN THIS PRICE LINE; IT IS FOR STATE USE ONLY. BIDDERS MUST PROVIDE THE INFORMATION ON A SEPARATE SHEET.</u>	1	HOUR	
00015	COMMODITY CODE: 920-39-056375 MULTI-FUNCTIONAL SCHEDULING SYSTEM FOR THE NJMVC ALL INCLUSIVE FULLY LOADED FIRM FIXED PRICE TO PROVIDE AN INTERACTIVE VOICE RECORDING (IVR) SYSTEM IN ACCORDANCE WITH RFP SECTION 3.19.1.2.	1	TASK	

ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

Solicitation Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
_____	_____	_____

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____

[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

ATTACHMENT 7 - RECIPROCITY FORM

RECIPROCITY FORM
(Optional Submission)

IMPORTANT NOTICE TO ALL BIDDERS

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....
Name of Locality having preference practices:

City /Town/Authority	
County	
State	

Documentation Attached

- Resolution Regulations/Laws
 Notice to Bidder Other _____

Name of Firm Submitting this information _____

Please Print

APPENDIX 1- NJ STATE STANDARD TERMS AND CONDITIONS

STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 **ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 **PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. **LIABILITIES**

2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an additional insured and which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 **CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 **BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
 - 1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
 - 2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

- 1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
- 2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an

interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

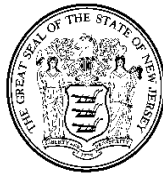
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE

NOTICE TO ALL BIDDERS **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

AMENDMENT #1 T-2288

SOLICITATION #37027 CONTRACT #64498

TO: Motor Vehicle Commission

DATE: May 30, 2008

FROM: Kevin Moore
Manager, Technology Procurement, Division of Purchase & Property

SUBJECT: MVC Automated Multifunctional Scheduling System

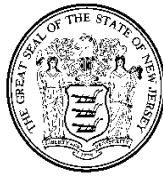
CONTRACT PERIOD: 01/13/06 through 01/12/11

Be advised that State of New Jersey Contract #64498 issued to Serebrum, Inc. to provide an automated multifunctional scheduling system for Motor Vehicle Commission (MVC) is amended to include a modification that allows for the scheduling of inspections that span multiple days without having to schedule each day individually.

This functionality will be provided by Serebrum, Inc. as detailed in the Statement of Work included in Change Request Form #2007-12 and approved by MVC. This functionality shall be provided at a cost of \$30,000 via a new price line #00016.

All other terms and conditions shall remain the same.

Please retain this amendment with the Notice of Award (NOA) for future reference.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
Purchase Bureau
P.O. Box 230
TRENTON, NEW JERSEY 08625-0230

RICHARD J. CODEY
Acting Governor

JOHN E. MCCORMAC, CPA
State Treasurer

Advertised Bid Proposal 2006-X-37027

Addendum #2 – Electronic Questions and Answers and Bid Opening Date Change

Automated Multifunctional Scheduling System (MVC)

**Advertised Bid
Proposal Number:** 06-X-37027

**Advertised Bid
Proposal Issue Date:** 4-11-2005

**Previous Bid Opening
Date:** 5/17/2005

**Revised Bid Opening
Date / Time:** 5-26-2005, 2:00 PM Eastern Time

Set-Aside Category: Subcontracting Small Business

The bid opening date has been changed from 5/17/05 to 5/26/05.

Listed below are the vendors' questions and the State's answers. No further questions are permitted at this time.

Question #1. Can the vendor resell a solution from a software partner or is it required that the software be owned by the vendor?

Answer: The vendor may resell the solution of another vendor; however the prime vendor must be capable of supplying software support. The support should include corrections to problems or enhancements to the system. The primary vendor is responsible for the third party solution.

Question #2. Page 9, Section 1.1 - Will the MVC consider solutions based on open source software?

Answer: MVC will consider a response with open source software. The vendor must however provide a robust enterprise support model.

Question #3. Page 9; Section 1; Clause 1.1; Paragraph 2; Line 2

The State has mentioned in its purpose that it desires a customized implementation of an "off-the-shelf" web-based software application. Has the State already acquired this software? If the answer to our query is YES, could the State provide details of this software? If the answer to our query is NO, does the State want the vendor to procure an 'off-the-shelf' package and customize and implement the same? Has the State identified any packages that it is interested in? Or does the State leave this issue to the vendor?

Answer: No, the package has not been purchased. The vendor is to provide the product it recommends in response to this RFP.

Question #4. What are the thirteen identified significant road test scheduling system problems in the Report? So that we can focus to provide the capability.

- **“A “Fix DMV” Commission Final Report (the “Report”) was submitted to Governor James E. McGreevey in November of 2002. The report addresses the need to upgrade the MVC’s existing road test scheduling system“ (Page 9).**
- **“A rules-based scheduling package” (page 15). We understand the system**
- **Should be capacity constrained, and time constrained scheduling system.**

Answer:

- 1) CDL Schedule for a Driver Testing Center does not show Driver License # for scheduled tests
- 2) CDL Driver Testing schedule suffers from a 50% no show rate

- 3) There are no Management Reports for either CDL or Auto test scheduling systems
- 4) Cannot query CDL schedule by site
- 5) Neither system records driver contact info and inspector ID at the time a test is scheduled
- 6) Auto test scheduling system does not permit the assignment of inspectors to a specific date
- 7) Neither system sends automated reminders of scheduled tests to the driver. Telephone, mail and/or email reminders are desired.
- 8) When the number of tests per half hour is set to 0, the auto scheduling system loses all future tests scheduled.
- 9) Setting a date to a Holiday or other non-working day does not take effect for six months. This should be an immediate change as long as there are no tests scheduled for that day
- 10) A person can be scheduled for a test without having the required credentials (i.e. permit or passed written test)
- 11) The systems do not offer a role-based security model.
- 12) The minimum time-slot for the CDL test scheduling system should be 1 hour
- 13) Don't allow a test to be scheduled for a driver that is already scheduled for a test. The previously scheduled test(s) must first be cancelled.

While these are problems in the current mainframe based system, when a vendor supplied COTS package is installed that system will be retired along with the problems.

Question #5. If you have more rules other than that, would you please give us some examples?

Answer: Rules-based means that the application is built upon a set of rules defined by the user. The rules can be changed as needed as business processes change. For example, the users need to be able to change the amount of time allotted for an appointment, how to determine time slot or resource availability, etc.

(For example; less than 21 years old and applicant must wait six months to schedule a road and/or 21 years old and over you must wait three months to schedule a road).

Question #6. RSC (Regional Service Center) Conferencing (Page 9) Conferencing here means Telephone Conferencing or Web Conferencing?

- **Web Conferencing means participant can use web browser to join the conference and observe the host's presentation or take control of the presentation**

If the conference host decide to let other participant to demonstrate some ideas, or just show some documents or power points presentation.

Answer: (This is page 30, not 9). A driver, whose license is proposed to be suspended, has the option to ask for a hearing. Once the driver exercises that option, MVC has to schedule a driver for a pre hearing conference at one of four (4) regional service centers. In all cases, the driver must appear in person before a hearing officer. A functional requirement of this RFP is to schedule such hearings.

Question #7 Page, 9, Section 1.2 - Please detail the issues related to how the current web-based application is made inadequate by the "antiquated Comprehensive Systems programs on the back end"? The reason for this question is to assess if the proposed solution might have the same issues.

Answer: The problems with the old system are requirements in this RFP of the new system. The vendor need only meet the requirements defined in this RFP. The problems in the current comprehensive based system will be retired with that system.

Question #8 Page 9, Section 1.2 - Was there a separate feasibility study conducted for the current RFP beyond the "Fix DMV" Commission Final Report? If yes, who conducted the study and is the study available to the public?

Answer: There was no feasibility study besides the "Fix DMV Report".

Question #9 Page 9, Section 1.2 - Can we schedule a site visit with the MVC to get a demo of the existing system and understand its limitations?

Answer: The vendor should propose a system based on the requirements set forth in the RFP. MVC does not believe a look at the old system will give the vendors assistance beyond the contents of the RFP.

Question #10 Page 9; Section 1; Clause 1.2; Paragraph 2

Does the web application have its own scheduling module? We are assuming that the answer is no, but would still like the State to clarify. Our understanding is that the State used the Scheduler from the Legacy System, but the Legacy Scheduling did not work and therefore the web application did not work. Is this correct?

Answer: No the web application did not have a scheduling module. The legacy scheduling system does work but has inherent problems that are not acceptable. Road tests are successfully scheduled through both the legacy and current web applications.

Question #11 Page 9; Section 1; Clause 1.2; Paragraph 2

The State has indicated that only three out of *'thirteen identified significant road test scheduling system problems'* were addressed in the present web-based road-test scheduling system developed in October 2003. Could the State provide us with a list of all the thirteen problems as well as the three problems that were addressed? The State has also mentioned that *'issues with the legacy CDL scheduling system prevented its use on the web'*. Could the State please elaborate on these issues?

Answer: See the thirteen listed above earlier (question #4). Keep in mind that the problems will be retired with the old scheduling system. Your proposed system will not interface with the system where the State has problems. A vendor needs only to meet the requirements of the RFP.

Question #12 Page 10, Section 1.3.1.2 - If the answers are posted as an addendum 2 weeks after the deadline for questions that leaves only 1 week to present the bid proposal. If the answers cannot be posted sooner, can you extend the bid deadline to the original June 2?

Answer: If there is a change in the bid due date, it will be listed at the beginning of this addendum.

Question #13 Page 11, Section 1.4.8 - Do all participants in a joint venture need to be NJ SBEs to qualify for the Set-Aside Contract requirement or is it adequate if one of them is?

Answer: Yes, all participants need to be NJ SBEs.

Question #14 Page 15, Section 3.0 - Has the MVC obtained demos of or otherwise evaluated any off-the-shelf scheduling systems? If yes, please provide the names of the software vendors and indicate if the MVC has preference for a specific system.

Answer: MVC did have a vendor demonstrate a product a few years ago. Some MVC staff may have seen demos at a conference or trade show; however MVC has no preference to a specific system.

Question #15 Page 15, Section 3.0 - Is the MVC open to building a scheduling software from the ground up to meet the specific needs of the State of NJ?

Answer: No, MVC is specifically asking for a COTS package in the RFP.

Question #16 Page 15: Section 3; Clause 3.1.2; Line 1
Does setting up of (establishing) the repository involve the purchase of a new software/application? Or, is there a pre-existing software for this already with the State, that has to be used by the Vendor? Is the State thinking of implementing an Electronic Content Management System that might incorporate features like Electronic Document Storage, Retrieval, and so forth?

Answer: There is no existing software today for project management repository. We envision a simple solution would be sufficient to satisfy this requirement. Project staff collaboration is the goal of this requirement.

Question #17 Page 15, Section 3; Clause 3.2.1 (Contractor's Responsibility)

This query is about the first sentence in this paragraph, which state "The contractor shall have sole responsibility for the complete efforts specified in the contract." This project might involve the use of various existing resources being utilized under the existing scheduling system. This list may include (but may not only be confined to) compute and networking hardware, software (system and application), packaged software like oracle, IVR equipment, tools / utilities for managing these components. The question here is, will the state allow the contract access to, and use of, the aforementioned resources? If the answer is yes, then can the contractor indicate the requirements in the proposal currently being readied for submission on 5-17-05? If the answer to question 1A is no, what is the alternative for the contractor?

Answer: Yes, this may be possible, but the contractor should list all the resources it needs, even if, they may be available for use already.

Question #18 Page 17: Section 3; Clause 3.4; Paragraph 1
Do we have to use the present platform? e.g. Sun One application server?

Answer: No, any enterprise level application server is acceptable.

Question #19 Page 17; Section 3; Clause 3.4 (Hardware Configuration)

It is stated that the 'current comprehensive system' is a legacy system that resides on an IBM Mainframe running zOS. What is the database in this current 'comprehensive system'? Is this a Relational Database with SQL for database querying and access / retrieval of data? If the answer to query 2(a) is no, what tools or utilities are used for data access / retrieval and database querying?

Answer: All data resides in Datacom DB tables. SQL can be used for data query.

Question #20 Page 17, Section 3.4 - Does the proposed solution need to access only the Comprehensive System and the Oracle DBMS or any other existing web applications as well?

Answer: The system does not have to access any other existing web applications, only the Comprehensive System and the Oracle DBMS.

Question #21 Page 17, Section 3.4 - Does the Comprehensive System residing on the IBM mainframe have interfaces to access to and from the web-based applications? If no, who is responsible for providing these interfaces – the state or the vendor?

Answer: All new interfaces are to be built by the contractor.

Question #22 Page 17, Section 3.5 - Please indicate the volume of pending scheduled appointments at any given time. Please indicate the volume of new scheduling appointments per month as well the season ability (day of the week, by month) of these appointments. An average number based on the last three months is a good indicator.

Answer: The current system does not provide trending statistics that would show us highs and lows during specific periods. The only data available is a monthly volume. Four (4) regional services centers schedule an average of 1,000 per month. Driver test scheduling runs about 69,811 appointments a month. Specialty site inspections average 1,200 per month. Driver re-exams 500-600 per month which includes a count for re-schedules. School bus inspections average 76,300 yearly or approximately 6,300 per month. May through September, there is a spike in schedules above the 6,300 average.

Question #23 Page 17: Section 3; Clause 3.5: Line 1 This has reference to the phrase: "all future scheduled appointments."

We presume that this means all future appointments already scheduled on the Legacy Scheduling System during the course of the conversion to the new system. Please clarify. Does the State plan to continue using the Legacy Scheduling System in parallel until the list of “all future scheduled appointments” on the Legacy System is exhausted?

Answer: No the State will not continue to use the existing scheduling system when the new system is operational. At a point certain, MVC requires the vendor to convert all future appointments and cutover to the new system, retiring the old system.

Question #24 Page 17: Section 3; Clause 3.5.1

What is the existing data format (binary / text / csv / other)? Does the State require this conversion for the purpose of importing data into the proposed web based system? Could the State quantify the amount of data that needs to be converted? Is the State presently using tools to extract / convert data into other formats and for viewing the converted data?

Answer: The format is datacom DB. Yes, the State wants the vendor to populate the new web based system with appointments that are presently held in datacom files. Flat file extracts can be provide by the State. The scheduling system handles approximately 70 k schedules a month. The current system allows applicants to schedule out as far as one year. No, the State is not using tools other than what is stated.

Question #25 Does the State require data from Inspection, Conferencing, Vision and Knowledge Tests to be converted by the Contractor?

Answer: As stated in “3.5 Conversion Requirements, the vendor will only be responsible for converting all future scheduled appointments from the current mainframe road test scheduling system.”

Question Page 17: Section 3; Clause 3.5.2

#26 According to Clause 1.2 (Section 1; Page 9), the existing legacy scheduling system does not work properly. So if data is imported from the existing System, will it not risk corrupting the proposed system? How will the integrity of the new data be ensured? Will the vendor be responsible for performing integrity checks on data from the old and the new systems?

Answer: Vendor will be responsible for successfully carrying the data from the extracts to the new platform, and insuring data-class integrity (numbers are numeric, dates are date, etc.). MVC business users will validate any further continuity of data.

Question #27 Page 25, Section 3.6.2.1 – Is the solution required to be hosted in MVC’s data centers? Or does the vendor need to provide data center facilities to host the solution?

Answer: The system will be hosted at OIT data center.

Question #28 Page 25, Section 3.6.2.1 – Who is responsible for providing the hosting infrastructure related to hardware, operating system software, database software, application servers?

Answer: This is page 19, not 25. The State will provide this, but the vendor must identify what its application requires so that if the state does not currently possess the required equipment/software it can be purchased.

Question #29 Page 20: Section 3; Clause 3.9.5

It is mentioned that the state “envisions an online help facility similar to that featured in Microsoft Word”. Given that the proposed system will have to be web-based, the help system will be HTML based. Since the help in MS-Word is not HTML based, in what respects does the State require an online help facility to be “similar to that featured in Word”? Is the State looking for context-sensitive help?

Answer: Help facilities similar to other web based applications are acceptable. Help assistance with java-script or active-x controls may assist in a more meaningful presentation, but are not required.

Question #30 **Page 22, Section 3.12.1 – Are there any limitations in the DEX system that hinder data access to the existing MVC road test system?**

Answer: No, but there is no reason for DEX to access the current road test scheduling system. It is being replaced by the package requested in this RFP.

Question #31 **Page 22; Section 3; Clause 3.12.1: Paragraph 4 (DEX) Could the State elaborate on how the vendor is expected to use DEX? Does DEX have any APIs?**

Answer: DEX is an in-house developed data access methodology using MQ series messages and pre-defined data blocks. All existing DEX calls can be provided to the vendor (these are pre-defined API's), and if additional DEX calls are required, State staff can develop them.

Question #32 **Page 23; Section 3.12.1; Paragraph 2 (Roles) Could the State elaborate on what the Roles are and how they would determine access to the system? A mapping from roles to access permission would be helpful.**

Answer: Roles are created to support the needs of a given application. An authentication call is made by the application to the NJ Portal to find out who is logged on and what roles the user is a member of. The application will then manage its behavior based on whether the appropriate roles are in the authentication response. The authentication API will be provided to the vendor by the State and is callable from either JAVA or .NET applications. Many other vendor applications already use this authentication mechanism.

Question #33 **Page 23: Section 3; Clause 3.12.1; last paragraph (change parameters) Could the State please explain what “Change parameters” are and how**

these parameters affect the proposed system?

Answer: A change parameter is a data driver or table driver. The application solution should be dynamically adaptable through configuration or data driven parameters, to the extent possible. This is sometimes referred to as 'table driven' logic. The point is to not imbed business logic where it can be avoided.

Question #34 Page 23, Section 3.12.4 (Internal Response Time). We would like to know what Internal Response Time is, how it is measured and its significance.

Answer: Internal response time is defined as the time beginning when a request enters the NJ MVC datacenter, passes through all server components to process the request and returns to the network edge of our datacenter with the response.

It does NOT include network transit time across the NJ WAN, or the world internet. This allows us to focus on the processing efficiency of the vendor solution, exclusive of variable wide-area network transit times.

It can be measured by a variety of network analysis tools, by measuring the delta time between inbound messages from a client IP address to the returning outbound message to that same IP client address. It can further be broken down between server components for any server where a network analysis agent is placed. For example, this allows us to see the processing of web, application, and database processing.

Question #35 Page 23: Section 3.12.5 (Response Time)
Is this Response Time different from the one mentioned in the preceding question? How does the response time of 3 seconds (stated as mandatory) relate to the Internal Response Time of 5 seconds?

Answer: Our word processing mistake. The requirement is 3 seconds internal response time.

Question #36 Page 23; Clause 3; Section 3.12.6 (export data)
What "data files" are being referred to in this Section?

Answer: This section refers to the ability to export data, such as appointment records, to Microsoft products. Such files can be used by investigative staff or analytical staff for a variety of purposes.

Question #37 Page 25, Section 3.15 - Is the solution required to be hosted in MVC's data centers? Or does the vendor need to provide data center facilities to host the solution?

Answer: The system will be hosted at OIT data center.

Question #38 Page 26; Section 3; Clause 3.17; 4th bullet from top (file passwords)
Which files need to be assigned passwords and why are these passwords required?

Answer: If the files in your solution are not accessible to end-users, then protection at the O/S layer is sufficient, and additional password protection is not necessary. The intent of this statement is to protect all system resources that could be compromised with appropriate level of protection.

Question #39 Page 26; Section 3; Clause 3.17 (5th bullet from the bottom)
How is 'intruder detection' to be determined and what are the criteria for determining this?

Answer: Any measures possible to prevent abuse of the application or infrastructure, such as disabling the user after five failed logon attempts, may be appropriate. Your response can suggest what you feel is appropriate at the application layer.

Question Page 27; Section 3; Clause 3.18.1.1 (4th bullet from top)

#40

At the point of providing input in this module, a user may not have a DLN (possibly if he/she is a new inexperienced driver). How can the user provide the DLN in such cases?

Answer: Permit number and Drivers License number are the same, therefore the edit is available prior to issuing the final Driver's License.

Question Page 28; Section 3; Clause 18.1.1 (2nd major bullet from top)

#41

The RFP states that 'at least three years' of schedule data has to be stored and provided on-line access. Does the State mean three years of data at any point in time? For example, if the new System is implemented and ready for use, say, in January 2006, does the System have to store data from February 2003 to January 2006? What would the State like to do data more than three years old? Does such data need to go into a master archive, or does this simply have to be deleted permanently? Will the vendor be responsible for phasing out / archiving / deleting data more than three years old?

Answer: The intent is three years of future data at implementation of the system, plus any converted scheduled appointments at startup. No archiving of data more than three years old is necessary.

Question Page 29; Section 3; Clause 3.18.1.1 (6th bullet from top)

#42

Are students from Driving Schools to be processed differently from those that are not from Driving Schools? An explanation would be helpful.

Answer: Students are not treated any differently whether processed through a driving school or not.

Question Page 29; Section 3; Clause 3.18.1.1 (9th bullet from top)

#43

RE: Sending automated reminders of scheduled tests to drivers. Does the current system support this feature?

Answer: No, it does not.

Question #44 Page 29; Section 3; Clause 3.18.1.1; second last bullet (Road Test Scheduling software requirements)

This query has to do with “automatic cancellation of scheduled road tests once an applicant is disqualified”. What are the conditions / criteria under which a candidate might be disqualified? What triggers this checking and how often is this required (daily / weekly / etc.)?

Answer: See the last bullet in this section for examples of disqualifications (e.g., expired permit, eligibility date has passed). This could be a nightly update.

Question #45 Page 27, Section 3.18.1.1 – Will the web system be responsible for processing payments to a credit merchant or will the Comprehensive System?

Answer: The scheduling application will not handle financial transactions.

Question #46 Page 29, Section 3.18.1.2 – What is the version and port capacity of the Avaya IVR system? What is the PBX version and features of the PBX? Does it include CTI capabilities?

Answer: PBX S8700 G3 Ver 1.2 IVR Sunblade 150 Rel. 1.2

20 T1's to PSTN; 4 Lineside T1's to the IVR (Our IVR is a Sunfire 280r with a right to use

96 ports and the capacity to expand to 192 ports with text to speech) 20 T1's @ 24 channels each = 480 channels/480 simultaneous calls at once. The PBX is a skill based call routing switch with expert Agent selection with CTI capabilities.

Question #47 26. Page 29, Section 3.18.1.2 – Does the current AVAYA IVR deployment have the following components installed: TTY module, Text to speech component, Speech recognition component and Voice

browser? We request the State to indicate which ones are currently installed and which are not.

Answer: The current Avaya IVR has a TDD module, and also Text to Speech component. We do *not* have Speech Recognition or Voice Browser.

Question #48 Page 29, Section 3.18.1.2 – Do the present IVR Applications support TTY (both ascil and baudot) or PC based users?

Answer: The IVR supports TDD.

Question #49 Page 29, Section 3.18.1.2 – Does the present system feature Telecommunications Relay Service (operator assisted) for the TTY users?

Answer: MVC has a TTY station, but no Telecommunications Relay service.

Question #50 Page 29, Section 3.18.1.2 - How many simultaneous calls can the existing AVAYA ACD/PBX system handle?

Answer: 20 T1's to PSTN; 4 Lineside T1's to the IVR (Our IVR is a Sunfire 280r with a right to use

96 ports and the capacity to expand to 192 ports with text to speech) 20 T1's @ 24 channels each = 480 channels/480 simultaneous calls at once.

Question #51 Page 29, Section 3.18.1.2 – Does the State expect the users (telephone calls only) of the proposed IVR system to only speak their input or only press buttons, or does the system have to provide both options to the users? In other words, does the proposed IVR system have to have the speech recognition?

Answer: The current applications are only scripts/messages that are activated by keys/buttons. The proposed system does not have speech recognition.

Question #52 **Section 3.18.1.2, the details of Requirements of IVR Interactive Voice Response (Page 9).**
In the RFP, it is said that IVR capability will be added to the system after successfully implement the web based system. Does it mean that we do not need to include time line and project plan for IVR component?

Answer: (This is on page 29, not 9) – A timeline and project plan must be submitted for the IVR component. That will be another phase of the implementation.

Question #53 **Page 32; Section 3; Clause 3.21.1 (last paragraph), the RFP mentions the requirement of “an interface with the comprehensive System to obtain the data, possibly using the VIN as the key”. Is there any uncertainty in obtaining data using the VIN? Can the data be obtained using any other key? If yes, could the State please elaborate?**

Answer: We believe VIN is the most appropriate key for ‘specialty inspections’, we are tracking vehicles, not people in this inspection type.

Question #54 **Page 36, Section 4.4.1.6 – Is there an upper or lower limit to the project cost under the set-aside contract requirements?**

Answer: Procurement

Question #55 **Page 39, Section 4.4.4 - Is the budget for this project approved? If yes, what is the budget limit? If no, how long after bid proposal submission will it take MVC to secure the necessary funds?**

Answer: The budget is approved. The funds are available for this project so the start of the project will not be affected by any funding needs. We do not divulge the budget amount.

Question #56 **Amendment 1 - Please explain the rationale for moving forward the bid open date from June 2 to May 17.**

Answer: MVC intends to start the project by July 1 and so an award in May supports such a timetable.

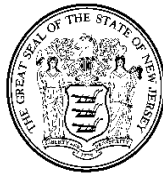
General Questions

Question #57 **Is the state looking for a vendor that already has a COTS software available for implementation that satisfies the functionality?**

Answer: Yes, the State asks for a COTS package in the RFP.

Question #58 **Is there an incumbent on this contract, and if so, are they still a qualified small business? Who is the incumbent?**

Answer: There is no incumbent on the contract.



State of New Jersey

DEPARTMENT OF THE TREASURY
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Purchase Bureau
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RICHARD J. CODEY
Acting Governor

JOHN E. MCCORMAC, CPA
State Treasurer

Advertised Bid Proposal 2006-X-37027

Addendum #3 – Clarification and Bid Opening Date Automated Multifunctional Scheduling System (MVC)

**Advertised Bid
Proposal Number:** 06-X-37027

**Advertised Bid
Proposal Issue Date:** 4-11-2005

**Previous Bid Opening
Date:** 5/17/2005

**Revised Bid Opening
Date / Time:** 5-26-2005, 2:00 PM Eastern Time

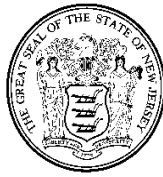
Set-Aside Category: Subcontracting Small Business

Please note the following:

1. This is a reminder that the bid opening date has been changed from 5/17/05 to 5/26/05.
2. Below is the correct answer to question #54. Disregard the previous answer.

Question #54 Page 36, Section 4.4.1.6 – Is there an upper or lower limit to the project cost under the set-aside contract requirements?

Answer: No, there is no limit.



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Advertised Bid Proposal 2006-X-37027

Addendum #4 – Clarification and Bid Opening Date

Automated Multifunctional Scheduling System (MVC)

Advertised Bid

Proposal Number: 06-X-37027

Original Bid Opening

Date: 5/17/2005

Previously Revised Bid

Opening Date / Time: 5/26/2005, 2:00

Revised Bid Opening

Date / Time: 6/1/05, 2:00 PM Eastern Time

Set-Aside Category:

Subcontracting Small Business

Please note the following:

1. The bid due date has been changed from May 26, 2005 to June 1, 2005.
2. The following is deleted from Section 3.3.2; "NOTE: Price Line #4 is invalid. It will not be used".
3. Section 3.3.3, COTS Software Package, (Price Line #4) has been added to the RFP with the following description: "Bidder is to provide a base COTS Software Package and indicate the name of the Manufacturer."
4. Use Price Line #4 to put in the price of the COTS Software Package. The description has changed from "Invalid Price Line. Do not Use" to the following; "Base COTS Software Package". Bidder must list the manufacturer's name.
5. All other terms and conditions remain unchanged.