



Request for Proposal 08-X-39078

For: Enhanced Motor Vehicle

Inspection / Maintenance System

Event	Date	Time
Mandatory Site Visits (Refer to Section 1.3.1 for more information.)	06/24/07	
Mandatory Pre-Bid Conference	N/A	N/A
Bidder's Electronic Question Due Date (Refer to Section 1.3.2 for more information.)	6/26/07	5:00 PM ET
Bid Submission Due Date (Refer to Section 1.3.3 for more information.)	9/18/07	2:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input checked="" type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agencies
Motor Vehicle Commission
Department of Environmental Protection

Date: June 5, 2007

Table of Contents

1.0 INFORMATION FOR BIDDERS	6
1.1 PURPOSE AND INTENT	6
1.2 BACKGROUND	6
1.2.1 PROGRAM HISTORY.....	6
1.2.2 CURRENT PROGRAM.....	8
1.2.3 PROGRAM CHANGES UNDER THIS PROCUREMENT.....	12
1.3 KEY EVENTS.....	15
1.3.1 MANDATORY SITE VISITS.....	15
1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD.....	15
1.3.3 SUBMISSION OF BID PROPOSAL.....	16
1.4 ADDITIONAL INFORMATION.....	16
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	16
1.4.2 BIDDER RESPONSIBILITY.....	17
1.4.3 COST LIABILITY.....	17
1.4.4 CONTENTS OF BID PROPOSAL.....	17
1.4.5 PRICE ALTERATION.....	17
1.4.6 JOINT VENTURE.....	18
2.0 DEFINITIONS	19
2.1 GENERAL DEFINITIONS	19
2.2 CONTRACT-SPECIFIC DEFINITIONS.....	20
3.0 SCOPE OF WORK	27
3.1 OVERVIEW OF SCOPE OF WORK AND CONTRACT SCHEDULE	27
3.2 PROJECT MANAGEMENT.....	28
3.2.1 PROJECT MANAGEMENT PLAN.....	28
3.2.2 PERIODIC STATUS REPORTS.....	29
3.2.3 PROJECT CHANGE CONTROL.....	29
3.2.4 STATE REVIEW TIMELINE.....	30
3.2.5 CONTINUOUS IMPROVEMENT AND INNOVATION.....	31
3.3 CIF OPERATIONS AND MAINTENANCE UNDER CURRENT PROGRAM.....	31
3.3.1 NETWORK DESIGN AND LANE CONFIGURATION.....	31
3.3.2 FACILITY INVENTORY.....	32
3.3.3 WORK FORCE TRANSITION.....	32
3.3.4 EMISSION AND SAFETY TESTS UNDER CURRENT PROGRAM.....	35
3.3.5 RESEARCH LANE.....	36
3.3.6 WAIT TIME SYSTEM.....	36
3.3.7 CUSTOMER RELATIONS.....	37
3.3.8 HOURS OF OPERATION.....	38
3.3.9 AUDITS.....	39
3.3.10 SECURITY.....	39
3.3.11 INSPECTION EQUIPMENT MAINTENANCE.....	40
3.3.12 ROUTINE MAINTENANCE AND OPERATIONS OF BUILDINGS AND GROUNDS.....	40
3.3.13 CAPITAL MAINTENANCE, REPAIRS, AND RENOVATION AT EXISTING CIFS.....	43
3.4 VIIS DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION.....	45
3.5 CENTRALIZED FACILITIES TRANSITION TO NEW PROGRAM.....	46
3.5.1 FACILITY RETROFIT PLAN.....	47
3.5.2 REMOVAL OF OLD EQUIPMENT.....	47
3.5.3 INSTALLATION OF NEW EQUIPMENT.....	48
3.5.4 ACCEPTANCE OF INSPECTION FACILITIES AND LANES.....	49
3.5.5 TRAINING ON NEW PROGRAM EQUIPMENT AND VIIS.....	50
3.6 OPERATION OF CIFS UNDER NEW PROGRAM.....	51

3.7	SPECIALTY INSPECTION FACILITIES.....	51
3.8	PRIVATE DECENTRALIZED FACILITIES.....	51
3.8.1	PIF/DEIC EQUIPMENT AND TRANSITION TO NEW PROGRAM.....	52
3.8.2	NEW PIF/DEIC EQUIPMENT MAINTENANCE AND REPAIR.....	52
3.8.3	PIF/DEIC PAYMENT STRUCTURE.....	53
3.9	EMISSION REPAIR FACILITIES.....	54
3.10	STATE OPERATED MOBILE FACILITIES.....	54
3.11	NEW PROGRAM EMISSION TESTING PROCEDURES AND STANDARDS.....	55
3.11.1	PROCEDURES FOR GASOLINE EMISSION TESTS.....	55
3.11.2	PROCEDURES FOR NEW DIESEL EMISSION TESTS.....	56
3.11.3	NEW EMISSIONS EQUIPMENT.....	57
3.12	NEW PROGRAM SAFETY TESTING PROCEDURES AND STANDARDS.....	61
3.12.1	BRAKE TESTING.....	61
3.12.2	SAFETY INSPECTION EQUIPMENT AND LIFTS.....	63
3.13	VEHICLE INSPECTION INFORMATION SYSTEM (VIIS).....	63
3.13.1	VIIS OVERVIEW.....	63
3.13.2	VIIS ACCESS, HARDWARE AND ARCHITECTURE.....	64
3.13.3	VIIS ENVIRONMENTS.....	64
3.13.4	DATABASES.....	64
3.13.5	VIIS BUSINESS RULES.....	68
3.13.6	NJ INSPECTION DATA EXCHANGE PROTOCOLS (NJ-IDE).....	68
3.13.7	VIIS WEB INTERFACE.....	71
3.13.8	REPORTING AND QUERYING.....	73
3.13.9	INSPECTION EQUIPMENT SOFTWARE.....	75
3.13.10	VIIS SECURITY.....	80
3.13.11	PERFORMANCE METRICS.....	82
3.13.12	BACKUP, BUSINESS CONTINUITY, AND DISASTER RECOVERY.....	82
3.13.13	TRANSITION PERIOD AND LEGACY DATA MIGRATION.....	83
3.13.14	VIIS TECHNICAL DOCUMENTATION.....	84
3.13.15	VIIS TESTING.....	86
3.14	DOCUMENT REPOSITORY.....	87
3.15	PUBLIC INFORMATION AND EDUCATION.....	88
3.16	NEW CIF CONSTRUCTION.....	89
3.17	CONTRACT TURNOVER AND CLOSEOUT.....	89
3.17.1	FACILITY CLOSEOUT INVENTORY.....	89
3.17.2	VIIS TURNOVER.....	89
4.0	BID PROPOSAL PREPARATION AND SUBMISSION.....	91
4.1	GENERAL.....	91
4.2	BID PROPOSAL DELIVERY AND IDENTIFICATION.....	91
4.3	NUMBER OF BID PROPOSAL COPIES.....	91
4.4	BID PROPOSAL CONTENT.....	91
4.4.1	FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL.....	92
4.4.2	PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH BID.....	93
4.4.3	FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD.....	93
4.4.4	SECTION 2 – TECHNICAL PROPOSAL.....	94
4.4.5	SECTION 3 – ORGANIZATIONAL SUPPORT AND EXPERIENCE.....	98
4.4.6	SECTION 4 – COST PROPOSAL.....	101
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	103
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	103
5.2	CONTRACT TERM AND EXTENSION OPTION.....	103
5.3	CONTRACT TRANSITION.....	103
5.4	CONTRACT AMENDMENT.....	103
5.5	CONTRACTOR RESPONSIBILITIES.....	103

5.6	SUBSTITUTION OF STAFF	104
5.7	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	104
5.8	OWNERSHIP OF MATERIAL	105
5.9	DATA CONFIDENTIALITY	107
5.10	NEWS RELEASES.....	107
5.11	ADVERTISING.....	107
5.12	LICENSES AND PERMITS	107
5.13	CLAIMS AND REMEDIES.....	107
5.13.1	CLAIMS	107
5.13.2	REMEDIES.....	107
5.14	RETAINAGE	110
5.15	STATE'S OPTION TO REDUCE SCOPE OF WORK	110
5.16	SUSPENSION OF WORK.....	110
5.17	CHANGE IN LAW.....	111
5.18	CONTRACT PRICE INCREASE (PREVAILING WAGE).....	111
5.19	ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	111
5.20	FORM OF COMPENSATION AND PAYMENT	112
5.20.1	PAYMENT TO CONTRACTOR – OPTIONAL METHOD.....	113
5.21	MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06.....	113
5.21.1	PATENT AND COPYRIGHT INDEMNITY.....	113
5.21.2	INDEMNIFICATION.....	114
5.21.3	INSURANCE - PROFESSIONAL LIABILITY INSURANCE.....	114
5.21.4	TERMINATION OF CONTRACT – FOR CONVENIENCE.....	115
6.0	PROPOSAL EVALUATION	116
6.1	PROPOSAL EVALUATION COMMITTEE	116
6.2	ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	116
6.3	EVALUATION CRITERIA.....	116
7.0	CONTRACT AWARD.....	118
7.1	DOCUMENTS REQUIRED BEFORE CONTRACT AWARD.....	118
7.1.1	REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	118
7.1.2	SOURCE DISCLOSURE REQUIREMENTS	120
7.2	FINAL CONTRACT AWARD	120
7.3	INSURANCE CERTIFICATES	121
7.4	PERFORMANCE BOND	121
8.0	CONTRACT ADMINISTRATION.....	122
8.1	CONTRACT MANAGER.....	122
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES	122
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER.....	122

- Appendix A – Applicable Regulations
- Appendix B – Current Central Inspection Facilities and Specialty Inspection Facilities
- Appendix C - Historical Inspection Data
- Appendix D – Historical Wait Time Data
- Appendix E – State Audit Requirements
- Appendix F – Facility Buildings, Utilities, and Grounds
- Appendix G – Equipment to be Removed/Replaced
- Appendix H – Specifications for New Lifts
- Appendix I – Specifications for New Video Security System
- Appendix J – Specifications for Undercarriage Video Inspection System
- Appendix K – Specifications for Web-Based Queuing Video System
- Appendix L – Legacy Data Formats

Appendix M – Sample Reference Data
Appendix N – Repair Categories
Appendix O – Vehicle Inspection Report
Appendix P – Table and Figure Listing from the NJ Annual Report to USEPA (2004)
Appendix Q – Sample Reports
Appendix R – AAMVA Barcode Definition
Appendix S – Diagnostic Link Connector (DLC) Mapping Description
Appendix T– Sample Escrow Agreement

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, on behalf of the Motor Vehicle Commission (MVC) and Department of Environmental Protection (DEP). The purpose of this RFP is to solicit bid proposals for the Enhanced Motor Vehicle Inspection/Maintenance System term contract. Bidders who are interested in the current contract specifications and pricing information may review the current contract (T1628) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

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. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

NOTE: The State intends to contract with a vendor to provide project oversight services. The successful bidder and its subcontractors (if any) selected for project oversight for the Enhanced Motor Vehicle Inspection/Maintenance System project cannot be an eligible bidder for this RFP. The contractor selected as a result of this RFP is also prohibited from being a subcontractor or rendering any assistance to the firm selected in response to the project oversight services RFP. Similarly, a vendor that worked on the preparatory projects leading to this RFP cannot be an eligible bidder or subcontractor for this RFP or for the oversight services RFP. In addition, vendor staff that worked on the preparatory projects leading to this RFP shall not be part of any team developing a proposal for this RFP or for the oversight services RFP, in either a prime bidder or subcontractor role, or a consultant thereto. The bidder's submission of a bid in response to this RFP shall constitute an acceptance of this exclusivity agreement between the selected firm and the State.

The NJ Standard Terms and Conditions version 05 09 06 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 this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The following is a brief history of the program, a description of the current situation, and a description of the major changes planned under this procurement.

1.2.1 PROGRAM HISTORY

The MVC and DEP are partners in the effort to improve air quality and protect the health and safety of New Jersey residents and the vehicle inspection program is an integral part of that effort.

In 1938, New Jersey inaugurated its vehicle safety inspection program with the operation of 28 stations consisting of 45 lanes that handled approximately 1 million registered vehicles. By 1956, over 2 million registered vehicles were receiving safety inspections. The greatest impact on New Jersey's vehicle inspection program began with the passage of the Clean Air Act (CAA)

of 1970. The Act required New Jersey to initiate an emission testing program as a way to improve air quality. Today, over 3.2 million vehicles per year are required to meet emission and safety standards in accordance with applicable State and Federal regulations.

In 1990, Congress amended the CAA and established new requirements for the emissions portion of the vehicle inspection/maintenance (I/M) programs. Under the final rules promulgated by the U.S. Environmental Protection Agency (USEPA) in 1992, states were required to establish a test-only inspection network utilizing the I/M 240 test, a simulated driving cycle for 240 seconds on a treadmill-like device known as a dynamometer, which tests engine exhaust for carbon monoxide (CO), hydrocarbons (HC) and oxides of nitrogen (NOx). In addition, states were required to perform the federally approved purge and pressure tests or an EPA-approved equivalent test procedure to achieve compliance. The purge and pressure test checks for proper functioning of the vehicle's evaporative emission system, which prevents fuel vapors from escaping into the atmosphere.

New Jersey's "hybrid" inspection program, which consisted of both centralized test-only sites and decentralized test-and-repair facilities, was inconsistent with the 1992 rules instituted by the USEPA. In 1994, New Jersey reached an agreement with the USEPA to do the following: (1) substitute a faster test (ASM5015), which is a loaded mode test that measures the tailpipe emissions when a vehicle is running under marginal load at a steady speed of 15 mph; (2) continue using the network of test-and-repair private inspection facilities; and (3) institute a program to assist, support and monitor the effectiveness of the vehicle repair industry.

The New Jersey Legislature supported this agreement and passed the Federal Clean Air Mandate Compliance Act (P.L. 1995, Chapter 112), which became effective on June 2, 1995. However, the Legislature took issue with the USEPA trying to impose a test that would be "expensive and burdensome on the citizens of New Jersey" and determined that an enhanced I/M program should be adopted that would be "as consumer friendly as possible and not use the I/M 240 test." The law also took the opportunity to improve the existing motor vehicle inspection system by authorizing competitive contracting for the privatization of motor vehicle inspections.

In 1998, the State issued a Request for Proposal (RFP) to privatize the centralized inspection process. The contract was awarded to Parsons Infrastructure (Parsons) in August 1998 to design, build and operate the centralized portion of the enhanced I/M program. Between August 1998 and December 1999, Parsons retrofitted/built and equipped 132 inspection lanes, designed and built a vehicle inspection database, and assumed the operation of the centralized inspection facilities. Decentralized test-and-repair facilities remained as part of New Jersey's I/M program.

An enhanced version of the I/M program began on December 13, 1999. The implementation of this program was, and still is, an integral part of New Jersey's plan to attain and maintain compliance with the National Ambient Air Quality Standards (NAAQS). The enhanced I/M program is an important component of the State Implementation Plan (SIP), which is designed to attain and maintain the health-based NAAQS for ozone, fine particulate matter, and carbon monoxide, thereby improving air quality and protecting the health and welfare of the State's residents.

With recommendations from audit reports and studies, coupled with tremendous changes to vehicle inspection programs throughout the country, the State entered into a contract with MACTEC Engineering and Consulting Inc. (MACTEC) in June 2005. MACTEC was tasked with conducting research and obtaining information to aid the State in the decision making process

for the next generation of the inspection program. In addition, MACTEC was required to weigh all aspects of the State's current program, assess emerging technologies, gather input from stakeholders and provide cost analyses for the options. MACTEC's Final Report was issued on January 3, 2007, and is available on the web at http://www.state.nj.us/mvc/pdf/About/MACTEC_FinalReport.pdf.

1.2.2 CURRENT PROGRAM

New Jersey is currently operating an enhanced motor vehicle inspection program that is considered a hybrid, utilizing both centralized test-only inspection sites and decentralized private inspection test-and-repair facilities. This type of program offers motorists a choice of locations for having vehicles inspected. All areas of the State are subject to periodic motor vehicle emissions as mandated by the USEPA and safety inspections as mandated by the State.

Program Participants

The program is jointly administered by the State, a contractor, and private facilities including but not limited to the activities described below.

- **State:** MVC and DEP primarily administer four program elements: licensing, enforcement, program evaluation, and public outreach and education. The licensing program consists of the licensure of all facilities and inspectors; a certification program for emission repair technicians; and a registration program for emission repair facilities and inspector training providers. The enforcement program includes State audits of the operations and equipment at all inspection facilities, covert and overt inspections to detect and curtail fraud, and other enforcement activities such as mobile inspections. The program evaluation system consists of special emission testing equipment to verify the accuracy of the standard inspection process and roadside inspections to gather data regarding vehicle emissions. The public outreach and education program allows the State to continuously advise motorists and business partners of changes in the inspection and maintenance program.
- **Contractor:** A contractor operates the central inspection facilities (CIFs) and provides the inspection equipment for the CIFs. The contractor also maintains computer and information systems that provide a communications link from the inspection facilities to a central data hub and maintains the vehicle inspection database (VID). Other management support services such as reporting and help desk functions are also the responsibility of the contractor.
- **Private:** Independently-owned, licensed facilities provide safety and emission inspection services. The private facilities must use emission inspection equipment that is approved by DEP. Private inspection facilities (PIFs) may also offer repair services for safety. If specifically registered with the State as emission repair facilities (ERFs), a PIF may also perform emission repairs.

Inspection Network

The inspection network is comprised of centralized and decentralized facilities, and mobile inspection teams.

There are two types of centralized facilities:

- Central Inspection Facility (CIF) – The centralized system includes 30 facilities totaling 122 inspection lanes where enhanced emissions and safety inspections are conducted. The 30 facilities range in size from a single lane to eight lanes. The facilities also range in age from 70 years, the oldest, to eight years, the newest. The State owns 27 facilities, leases three facilities, and provides maintenance and upkeep of the facilities. The CIF inspections are conducted by a contractor, who is also responsible for maintaining the inspection equipment. The CIF program is funded by the State.
- Specialty Inspection Facility (SIF) –The State has three one-lane specialty sites. The SIFs conduct specialized inspections and resolve customer disputes, but are not in general use for inspections. The SIFs perform salvage inspections on vehicles that have been declared a “total loss” by insurance companies. They also perform elevated vehicle safety inspections, reconstructed vehicle inspections, referee inspections, retired bus inspections, handicapped vehicle inspections, and diesel opacity tests based on smoke complaints received by the DEP. Equipment used at the SIFs is supplied and maintained by the contractor; however, the facilities themselves are maintained and operated by the State.

The decentralized facilities include:

- Private Inspection Facility (PIF) – There are approximately 1,300 independently-owned, licensed facilities that provide safety and emission inspection services. Some PIFs also offer repair services for safety, and, if specifically registered with the State, may offer emission repair services. The PIFs own, operate, and maintain the structures and equipment at their facilities and are operated in an open market environment and are funded directly through fees charged to the motorists for inspections.
- Private Fleet Facility (PFF) – A PFF is a special type of PIF licensed by MVC to provide safety and emission inspection services for the vehicles of fleet owners (10 or more vehicles). PFFs are not open to the general public; otherwise, a PFF operates in the same manner as a PIF.
- Diesel Emission Inspection Center (DEIC) – There are currently 327 privately owned and operated DEICs that perform annual smoke opacity tests on heavy duty diesel vehicles with a gross vehicle weight rating (GVWR) of 18,000 pounds and above. The DEICs perform the opacity test using a smokemeter, which is portable enough to carry to perform inspections at either licensed facilities or off-site locations. DEP must approve the emissions equipment that the licensed facilities purchase to perform inspections.
- Emission Repair Facility (ERF) – There are approximately 2,200 ERFs registered by the MVC to perform emission-related repairs on vehicles that fail the emissions portion of the inspection. These independently-owned, licensed shops are required to have at least one State-certified Emission Repair Technician (ERT), specially trained in motor vehicle emissions repair, to perform or supervise these repairs.

State-operated inspection programs are also part of the decentralized system, and perform other types of inspections as follows:

- School Bus Inspections – These inspections are performed by 19 State inspection teams with 2-4 persons on each team. These teams systematically inspect all school buses and small

school vehicles twice a year ensuring that all equipment is in safe and proper operating condition. These inspections also include emission tests to ensure that the buses are meeting State emission standards.

- **Commercial Bus Inspections** – These inspections are performed by State personnel twice a year. Private carriers are subject to a maintenance inspection once during a six-month period by MVC and once as a self-inspection performed by the bus company. Buses operated by New Jersey Transit are on a full MVC inspection cycle (i.e., MVC performs both inspections). Each company is required to provide the use of a pit or lift to enable the inspector to safely and adequately perform the undercarriage portion of the safety inspection. The safety inspection itself encompasses approximately 130 different items.
- **Enhanced Roadside Inspections** – The USEPA requires that at least 20,000 registered motor vehicles be inspected on-road during each inspection cycle. These inspections are performed by State personnel known as Mobile Inspection Teams (MITs). MITs have been conducting safety and emission roadside inspections in conjunction with local and county law enforcement agencies for the past 25 years. Recently, these teams have conducted special projects with local municipalities that have included the inspection of taxicabs, jitneys, and limousines as part of an initiative to provide safer vehicles for passenger transportation.
- **Diesel Roadside Inspections** – These inspections are performed by 10 inspection teams statewide and are staffed with State personnel that work in conjunction with the New Jersey State Police (NJSP). These teams systematically test diesel-powered vehicles over 18,000 pounds GVWR for smoke opacity using opacity meters.

Inspection Types

The current program includes both a safety and an emissions test according to applicable MVC and DEP rules and regulations.

- **Safety and Credential Verification Tests** – Includes tests of brakes, suspension, steering, and safety features (head lights, tail lights, tires, horn, windshield wipers and turn signals) and a verification of credentials such as a valid driver's license, valid registration and proof of insurance.
- **Emission Tests** – Includes Light Duty Gasoline Vehicles (LDGVs), Light Duty Gasoline Trucks (LDGTs), Heavy Duty Gasoline Vehicles (HDGVs), and Heavy Duty Diesel Vehicles (HDDVs). In general, these emission test components for gasoline vehicles are: (1) a visible smoke test; (2) an on-board diagnostic (OBD) or exhaust emission test; (3) an emission control apparatus compliance examination (i.e., visual catalytic converter check); and (4) a gas cap test. Table 1 provides an overview of the current vehicle emission inspection requirements for gasoline vehicles. Smoke opacity tests are performed on HDDVs.

Table 1 – Overview of Current Emission Inspection Requirements for Gasoline Vehicles

Emission Test	Model Year		
	1980 and older	1981 – 1995	1996 and newer
Idle	All vehicles	Vehicles with GVWR > 8500	Vehicles with GVWR > 8500
2,500 RPM	N/A	Special vehicle types (all-wheel drive, 4-wheel drive, low mileage, etc.)	N/A

Emission Test	Model Year		
	1980 and older	1981 – 1995	1996 and newer
		School bus	
ASM5015	N/A	All vehicles, except those covered above	N/A
OBD	N/A	N/A	All OBD-equipped and eligible vehicles
Gas Cap	All vehicles (1971 and newer)	All vehicles	All vehicles
Visible Smoke Test	All vehicles	All vehicles	All vehicles
Catalytic Converter Check	All vehicles (1975 and newer)	All vehicles	All vehicles

Vehicle inspections are performed on an annual or biennial, i.e., every other year, basis, as follows:

- Biennial Inspections – Most vehicles are inspected biennially. All light duty gasoline and diesel vehicles and heavy duty gasoline vehicles are subject to this frequency.
- Annual Inspections – Heavy duty diesel vehicles are subject to an annual inspection.
- Exemptions – Vehicles fewer than four years old are exempt from inspection (i.e., there is a four year grace period for new vehicles; for example, 2004 vehicles are tested in 2008, 2010, 2012, etc.). Motorists can choose to have vehicles of any age inspected as a courtesy or upon change of ownership.

Vehicle Information Database

The system currently used by the State to capture, store and report vehicle inspection data is referred to as the legacy vehicle information database (VID). The VID collects data from both centralized and decentralized test facilities, generates management reports, and performs other data management functions.

Currently, the State owns the collected data but does not own the infrastructure, software, and program code associated with the VID.

Legacy VID reporting is completed via email, a reporting application, or using ad hoc queries to the VID.

The system includes a communications network that transfers data between the VID and the State's registration databases, CIFs, and PIFs. Table 2 shows the connections between the legacy VID and interfacing entities.

Table 2 – Entity VID Connectivity

Facility	Connected to Current VID?	Connected to New VID?
CIF	Yes	Yes
SIF	Yes	Yes
PIF/PFF	Yes	Yes
DEIC	No	Yes
MIT	Yes	Yes
School Bus	No	Yes
Comm. Bus	No	Yes
Diesel Roadside	No	Yes

Facility	Connected to Current VID?	Connected to New VID?
ERF	No	Yes

Different facilities connect to the legacy VID in different ways, as follows:

- Centralized facilities are connected to the legacy VID via 56K/T1 lines that carry the inspection transactions. Significant software updates and table changes are sent from the VID to a file transfer protocol (FTP) site, which is then accessed by the centralized facilities and downloaded.
- Decentralized equipment connects to the legacy VID using a telephone line. Phone contact is made at the beginning of each inspection and again at the end of each inspection. MITs connect only at the end of the day and send "end test" transactions. Table updates for decentralized equipment can be made at each contact, though some large tables must be updated by a technician using a CD-ROM. Software updates are deployed using a CD-ROM or through a phone connection, depending on the equipment manufacturer.
- The MVC/OIT data system connects to the legacy VID via a T1 line. This connection is used to exchange inspection transactions and for a nightly batch update from the MVC registration system and Business License System (BLS) to the legacy VID.

Note that diesel inspection, bus inspection, and repair facilities are not connected to the legacy VID.

1.2.3 PROGRAM CHANGES UNDER THIS PROCUREMENT

Changes in program requirements, advances in technology, and limitations in the existing system have created the need to change the current I/M system. The State evaluated all aspects of the current program, assessed emerging technologies, and evaluated costs and emission impacts of various options and alternatives. The State also proactively solicited input from all stakeholders, including State personnel, the repair industry, PIF operators, equipment vendors, labor unions, health organizations, environmental groups, automobile dealers, and the motoring public. Through this work, the State identified the essential characteristics that will comprise the future New Jersey I/M program.

Characteristics of the current system that will not change under this procurement are as follows:

- The system will continue as a hybrid system with centralized and decentralized inspection facilities.
- The CIF lanes will continue to be operated and maintained by a contractor.
- The existing inspection sticker program will remain intact.
- The biennial inspection for most gasoline-fueled vehicles and light duty diesel vehicles will continue.
- The four-year exemption for new vehicles will be retained.
- Heavy duty diesel vehicles will continue to be subject to an annual inspection.
- Diesel, roadside, and school and commercial bus inspections will continue to be performed by State personnel.

Major Changes

The following changes will be made to the current inspection system, some of which will require statutory or regulatory changes:

Change #1 Roles and Responsibilities – The first major change will be to the roles and responsibilities of the State, the contractor, and private facilities. Key changes to the contractor’s responsibilities are:

- The contractor will maintain and repair the CIF buildings and grounds
- The contractor will be responsible for all utilities, including but not limited to gas, electric, oil, water, telephone service, sewer and trash removal
- The contractor will supply and maintain all equipment and software used to perform emission inspections at CIFs, PIFs and DEICs
- The contractor will supply and maintain all safety and emissions equipment and the necessary software for all State operated inspections, including diesel, school bus, and commercial bus inspections.

Table 3 provides an overview of the responsibilities with respect to the key aspects of the current and new program at each type of inspection facility.

Table 3 – Responsibilities by Type of Inspection Facility

Current Program			
Facility	Operations Staff	Equipment Maintenance	Facility Maintenance
CIF	Contractor	Contractor	State/Contractor
SIF	State	Contractor	State
PIF/PFF	Private	Private	Private
DEIC	Private	Private	Private
MIT	State	State	N/A
School Bus	State	State	N/A
Comm. Bus	State	State	N/A
Diesel Roadside	State	State	N/A
ERF	Private	N/A	Private

New Program			
Facility	Operations Staff	Equipment Maintenance	Facility Maintenance
CIF	Contractor	Contractor	Contractor
SIF	State	Contractor	State
PIF/PFF	Private	Contractor	Private
DEIC	Private	Contractor	Private
MIT	State	Contractor	N/A
School Bus	State	Contractor	N/A
Comm. Bus	State	Contractor	N/A
Diesel Roadside	State	Contractor	N/A
ERF	Private	Private	Private

N/A: Not applicable

Change #2 Vehicle Types and Tests – The second major change will be to the types of vehicles required to have emission tests, the frequency of those tests, and the types of tests required. Key changes are:

- Light duty and medium duty diesel vehicles will now be subject to emission testing.
- Emission tests will no longer require the use of a dynamometer. Emission tests will include OBD, gas cap, visible smoke and two-speed idle (TSI) tailpipe tests.
- CIFs will not conduct any inspections for vehicles less than four years old, or for any cars at change of title. If a motorist wants a courtesy inspection, he/she will be directed to PIFs. This will result in reduced inspection volume at the CIFs as compared to the current volume.
- PIFs will have the option of providing either (1) OBD-only tests or (2) OBD and TSI tailpipe tests.
- Certain classes of commercial vehicles, limousines, taxis and jitneys will require annual (more frequent) inspection.
- Motorcycle inspections will no longer be required.

Table 4 provides an overview of the emission testing requirements for gasoline-fueled vehicles under the new program.

Table 4 – Overview of New Emission Inspection Requirements for Gasoline Vehicles

Emission Test	Model Year		
	1980 and older	1981 - 1995	1996 and newer
Idle	All Vehicles	Vehicles with GVWR > 8500	Vehicles with GVWR > 8500
Two Speed Idle (TSI)	N/A	All Vehicles	N/A
OBD	N/A	N/A	All OBD-equipped and eligible vehicles
Gas Cap	All Vehicles (1971 and newer)	All Vehicles	All Vehicles
Visible Smoke Test	All Vehicles	All Vehicles	All Vehicles
Catalytic Converter Check	All vehicles (1975 and newer)	All Vehicles	All Vehicles
Note: 1997 and newer light-duty diesel vehicles will be subject to OBD emission testing and all light-duty diesel vehicles will be subject to a visible smoke test.			

Change #3 Information Management System – The third major change involves the critical information technology components that support the new program. The new system is referred to as the Vehicle Inspection Information System (VIIS). The VIIS has many components, including software, hardware, and multiple communication protocols. The major changes to the IT systems are:

- Inspection Equipment and Software – All inspection equipment and software components will be provided by the contractor for use by all inspection facilities. All inspection equipment will be connected to the new VID.
- Modular Inspection Processes – The inspection software will be modular so changes to inspections can be made with minimal impact. The inspection software will be controlled by a rules engine or rules tables to allow for maximum flexibility and ease of maintenance.
- Database Hosting – The contractor will provide the entire infrastructure to support the VIIS databases consistent with the State's Shared IT Architecture, Version 2.4.1, February 2007. See http://www.nj.gov/it/ps/it_architecture.pdf for more details. The infrastructure for the data warehouse will be hosted at a NJ site to be designated after contract award.

- Software Ownership – At the conclusion of the contract, the State shall retain ownership of the communications protocols, transaction structures, data warehouse and reporting, and websites.
- Communications – All system communications will be Internet Protocol (IP) based using web services and XML-formatted transactions. Table 2 shows the connectivity of the related entities to the new VID.

1.3 KEY EVENTS

1.3.1 MANDATORY SITE VISITS

Mandatory site visits have been scheduled for this procurement on the date and times indicated below. The locations of the mandatory site visits will be as follows:

June 24, 2007 at 1:00 PM
 Flemington Inspection Facility (3-lane station built in 1978)
 181 Routes 31 & 202, Ringoes, NJ 08551
 Directions: <http://www.state.nj.us/mvc/Location/Hunterdon.htm>

June 24, 2007 at 2:30 PM
 Washington Inspection Facility (1-lane station built in 1938)
 Route 31 North and Pershing Avenue, Washington, NJ 07882
 Directions: <http://www.state.nj.us/mvc/Location/Warren.htm>

June 24, 2007 at 4:00 PM
 Randolph Inspection Facility (6-lane station built in 1987)
 160 Canfield Avenue, Randolph NJ 07869
 Directions: <http://www.state.nj.us/mvc/Location/Morris.htm>

It is expected that the session will last three and one-half hours – one-half hour at each of the three facilities and an allowance for one hour travel time between facilities.

The site visits will be limited to a maximum of two members from each company. The purpose of the mandatory site visits is to have bidders acquaint themselves with existing conditions at representative central inspection facilities.

At the conclusion of the mandatory site visits, the State will offer the attendees the opportunity to optionally visit the remaining 27 facilities. Optional site visits to the remaining facilities will be scheduled if at least one bidder is interested in visiting a facility.

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE SITE VISITS. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH SECTION 1.3.2.

1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD

Prospective bidders are encouraged to read the entire RFP in detail and develop a list of questions.

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and 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.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.3 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 LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**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 at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

This solicitation does not include negotiation of terms, conditions, or pricing. Therefore the State will not entertain bidder requests for negotiation.

1.4.1 ADDENDA: 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. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE 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.

The bidder is solely responsible for being knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 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, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

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.

Contractor – The bidder awarded a contract resulting from this RFP.

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

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.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

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.

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

Request for Proposal (RFP) – The 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 – 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 entity responsible, as set forth in Sections 8.1, 8.1.1 and 8.1.2., for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

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

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agencies – The entities for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

Acceleration Simulation Mode (ASM) 5015 – A loaded-mode tailpipe test with the vehicle driven at 15 miles per hour as a load equal to 50% of the maximum Federal Test Procedure load is applied to the engine by a dynamometer.

Air Test Method 4 – Emission testing procedures for diesel-powered motor vehicles defined at N.J.A.C. 7:27B-4.

Air Test Method 5 – Emission testing procedures for gasoline-fueled motor vehicles defined at N.J.A.C. 7:27B-5.

American Association of Motor Vehicle Administrators (AAMVA) – A nonprofit organization committed to enhancing safety and security through motor vehicle administration and law enforcement.

Analyzer – Physical equipment and software used for performing emissions inspections, consisting of, at a minimum, a computer and bar code scanner. Additional peripherals (including exhaust gas analytical system, OBD scantool, gas cap tester, printer and smokemeter) are also included as necessary to conduct specific emissions inspections.

BAR-97 – Specifications for emission inspection systems as published by the California Bureau of Automotive Repair. BAR-97 specifications are recognized as one of the automotive emissions testing equipment standards.

Business Days – Days in which the central inspection facilities are open for business.

Business Hours – Defined by statute as “an inspection facility shall be open for inspections, exclusive of holidays, at least 55 hours each week, including hours prior to 9:00 am or after 5:00 pm on weekdays and hours on the weekend, except that the facility may lessen or expand these hours based on results of a survey of persons who use the facility for motor vehicle inspections.”

Business Licensing System (BLS) – A system administered by MVC that licenses businesses and individuals regulated by the Commission.

California Air Resources Board (CARB, also called ARB) – Part of the California Environmental Protection Agency, CARB is a leader in national air quality programs and its research and analysis are used by states nationwide, including New Jersey. See <http://www.arb.ca.gov/homepage.htm> for more information.

California Bureau of Automotive Repair (BAR) – BAR operates as part of the California Department of Consumer Affairs and is responsible for the California Smog Check program's inspection and repair facilities. BAR has extensive test capabilities and produces standards for emission inspection equipment that are used by New Jersey and other states.

Central Inspection Facility (CIF) – A facility owned or leased by the State with inspection lanes available for conducting both safety and emissions inspections.

Clean Air Act (CAA) – The Clean Air Act is the comprehensive Federal law that regulates air emissions from area, stationary, and mobile sources. This law authorizes the USEPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and the environment.

Code of Federal Regulations (CFR) – A codification of the general and permanent rules published by the Executive departments and agencies of the Federal government.

Collector Vehicles – Vehicles less than 25 years old that were originally manufactured as a restricted issue make or model or in a limited quantity. These vehicles are limited to driving 3,000 miles per year (6,000 miles per inspection cycle).

Contract Start Date – The calendar date upon which the contract resulting from this RFP begins and the contractor is authorized to commence work.

Courtesy Inspection – An emission/safety inspection performed at the request of a customer when inspection is not required.

Cutpoints – The emissions level above which a vehicle is considered to have failed the emission test.

Days – Means calendar days unless specifically stated to the contrary in the RFP.

Data Exchange with XML (DEXML) – A standardized interface that gives OIT the ability to provide selected MVC clients with an automated method for obtaining MVC-related data. DEXML is an enhanced version of the OIT-developed mainframe Data Exchange application known as DEX. As implied by the name, DEXML supports request and response messages constructed using XML. A single XML document describing a single message block becomes a universal standard for referencing legacy data provided by the DEXML service. Response messages are comprised of from one to many message block documents. Changes in the structure of DEX message blocks are easily communicated via a revised XML document and can be transparently handled by message block aggregators known as Service Request applications. Service requests are constructed using XML making DEX accessible to non-indigenous applications.

Department of Environmental Protection (DEP) – New Jersey governmental entity with the legal authority to establish emission test procedures and standards for motor vehicles. DEP prescribes emission test procedures and standards (i.e., pass/fail criteria) for both gasoline and diesel vehicles in regulation. DEP establishes specifications for emission test equipment, performs acceptance testing of emission testing hardware and software and issues approval for equipment used for official inspections. DEP staff perform regular emission equipment audits at centralized inspection facilities. DEP also establishes and approves curricula for emission inspector and repair technician training and certifies emission repair technicians to repair emission-related failures on motor vehicles.

Diesel Emissions Inspection Center (DEIC) – A privately owned business licensed by MVC to perform smoke opacity inspections of diesel vehicles.

Emission Control Apparatus Compliance Examination – A visual inspection of a motor vehicle to check for the presence of properly installed catalytic converter(s).

Emission Recall – Issued by a motor vehicle manufacturer, an emission recall corrects a design defect that may result in increased emissions from the affected motor vehicles.

Emissions Repair Facility (ERF) – A privately-owned business registered by the MVC to perform emission-related repairs on vehicles that fail the emissions portion of the inspection.

Environmental Protection Agency (USEPA) – The United States Environmental Protection Agency, established in 1970, is the Federal agency responsible for promulgating regulations and providing guidance to assist states with implementing various environmental programs. It is also the Federal agency responsible for approving the State Implementation Plan (SIP) which sets forth certain standards for each state in order to fulfill specific Clean Air Act requirements.

Federal Clean Air Mandate Compliance Act – The Act, signed into law on June 2, 1996, requiring motor vehicles to report to testing facilities for "enhanced emission inspections." Sections N.J.S.A. 39:8-42 through 39:8-58 are known as the "New Jersey Federal Clean Air Mandate Compliance Act."

Federal Implementation Plan (FIP) – If a state fails to implement or comply with a State Implementation Plan, the USEPA may choose to impose a Federal Implementation Plan or FIP. The FIP would empower the USEPA to implement programs to improve air quality on behalf of the affected state.

File Transfer Protocol (FTP) – The protocol for exchanging files over the Internet.

Gas Cap Test – A functional check that tests whether harmful evaporative emissions (fumes) are escaping from a vehicle’s gas tank into the atmosphere.

Gross Vehicle Weight Rating (GVWR) – The value, normally expressed in pounds, specified by the manufacturer as the maximum design loaded weight of a single vehicle.

Handicapped Vehicle Inspection – Inspection of a vehicle that has been modified for handicapped residents through a grant issued by the New Jersey Department of Labor and Workforce Development to determine whether the vehicle has been properly modified.

Hours – Actual elapsed hours unless otherwise specified.

Hybrid System – An inspection system that relies on both centralized and decentralized inspections.

Idle Test – A tailpipe test that checks emissions at regular engine idle speed.

Inspection and Maintenance (I/M) – Term used to describe mandatory periodic inspections of vehicles for the purposes of identifying unsafe or excessively polluting vehicles and causing these vehicles to be repaired to meet the standards established by the State.

Inspection Equipment – Any equipment that is directly used or aids in the performance of an emission/safety inspection process or function, including consumables and ancillary equipment and mechanical systems necessary for the equipment’s operation, such as air compressors, lifts, gas piping, valves, gauges, and air piping.

Inspection Sticker – A certificate of approval affixed to a vehicle signifying the vehicle has passed the required safety and emission inspection.

Internet Protocol (IP) – Internet based communications protocols used to connect hosts on the Internet.

Internet Service Provider (ISP) – A company that provides access to the Internet for an established subscription cost.

Light Duty Diesel Vehicle (LDDV) – A diesel-powered motor vehicle, other than a diesel bus, with a GVWR of 8,500 pounds or less designed primarily for transporting persons or property.

Light Duty Gasoline Truck (LDGT) – A gasoline-fueled motor vehicle with a GVWR of 8,500 pounds or less, a vehicle curb weight of 6,000 pounds or less, and a basic frontal area of 45 square feet or less, and that (1) is designed primarily for the transportation of property or more than 12 passengers; or (2) is available with special features enabling off-street or off-highway operation and use.

Light Duty Gasoline Vehicle (LDGV) – A gasoline-fueled motor vehicle that with a GVWR of 8,500 pounds or less, designed primarily for use as a passenger car or as a passenger car derivative capable of seating no more than 12 passengers.

Medium Duty Diesel Vehicle (MDDV) – A diesel-powered motor vehicle, other than a diesel bus, with a GVWR of greater than 8,500 pounds and less than 18,000 pounds.

Motor Vehicle Commission (MVC) – New Jersey governmental entity with the legal authority for motor vehicle inspections. MVC has oversight responsibilities to perform audits of procedures and equipment at PIFs and DEICs. MVC licenses PIFs, DEICs, inspectors and ERFs; performs procedural and record audits at CIFs; performs safety equipment audits at CIFs; sets standards and procedures for conducting inspections; conducts administrative hearings concerning the conduct of inspections; and, performs school bus, commercial bus, specialty, on-road I/M and diesel inspections.

National Ambient Air Quality Standards (NAAQS) – Standards established by the USEPA for air contaminants identified as criteria pollutants. The goal of these standards is to protect and enhance the quality of the nation's air resources so as to promote the public health, welfare and productive capacity of its population.

New Jersey Administrative Code (N.J.A.C.) – The N.J.A.C. contains all effective rules adopted by State agencies and filed with the Office of Administrative Law, pursuant to the Administrative Procedure Act.

New Jersey Statutes Annotated (N.J.S.A.) – The N.J.S.A. contains the statutory laws of New Jersey.

Off-Cycle Inspection – A safety/emission inspection of a vehicle during a period when inspection is not required.

Occupational Safety and Health Administration (OSHA) – A Federal agency under the Department of Labor that publishes and enforces safety and health regulations for most businesses and industries in the United States.

Office of Information Technology (OIT) – New Jersey governmental entity tasked with centralized control of and authority over the State's computing resources.

Omnibus Vehicle – A vehicle for hire to transport passengers, except commuter vans and vehicles used in ridesharing arrangements and school buses, if the same are not otherwise used for hire to transport passengers.

On-Board Diagnostics (OBD) – An on-board automotive diagnostic system comprised of a computer with diagnostic software and sensors. In this document, "OBD" refers to OBDII.

PID (Parameter Identification) – A term normally used in the context of PID count, it refers to the number of unique parameters supported by a motor vehicle OBD system.

Public Employees Occupational Safety and Health (PEOSH) – This program has the responsibility to implement the Department of Health and Senior Services' (DHSS) mandate under the 1984 New Jersey Occupational Safety and Health Act to develop and enforce occupational health standards for public employees throughout the State, and to encourage employers and employees in their efforts to improve the working environment.

PDF417 (Portable Data File 4/17) – A two-dimensional barcode used to encode large amounts of data.

Private Inspection Facility (PIF) – A privately owned facility that operates and maintains its own inspection services.

Raised Vehicle – A vehicle that has had its chassis elevated above its original manufactured configuration.

Salvage Vehicle – A motor vehicle reported as stolen and recovered or damaged to such an extent to render it economically impractical to repair.

Specialty Inspection Facility (SIF) – An inspection facility used to perform specialized inspections such as raised vehicles, salvage vehicles, referee vehicles and reconstructed vehicles.

State Implementation Plan (SIP) – A plan, prepared by individual states and submitted to the USEPA, that describes how each area will attain and maintain the NAAQS or demonstrates how the State meets a specific requirement.

TCP/IP - Transmission Control Protocol/Internet Protocol is the suite of communications protocols used to connect hosts on the Internet.

Two-Speed Idle (TSI) Test – A tailpipe test that checks emissions at two different engine speeds, i.e., regular idle and a fast idle around 2500 rpm. Typically, vehicles idle for 30 seconds, are then accelerated to 2500 revolutions per minute for 30 seconds, and then back to idle for 30 seconds. A probe placed in the tailpipe collects information on the vehicles hydrocarbon, carbon monoxide, oxygen and carbon dioxide exhaust concentration levels, which are measured in a four-gas analyzer.

Trigger Reports – Data sets and criteria for identifying fraud and/or poor inspection and repair performance. These reports are used to assist the State with conducting both overt and covert quality control or quality assurance audits.

Vehicle Identification Number (VIN) – An abbreviation for the vehicle identification number used to uniquely identify motor vehicles, defined by federal regulations at 49CFR 565.1.

Vehicle Information Database (VID) – The data repository and related structures/methods that hold inspection-related data. It is distinguished from the MVC data system which holds all vehicle data (including a subset of the inspection data), and from the CIF and PIF inspection software and supporting data.

Vehicle Inspection Information System (VIIS) – The new inspection program information technology system that includes the VID, the inspection equipment software, the network, the transactions between entities, reporting data and mechanisms, and web-based access to the data.

Vehicle Inspection Report (VIR) – A report provided to the motorist with the results of the inspection.

Video Security Monitoring System – A system comprised of video cameras linked to a digital recording device used to capture images for safety and security of personnel and facilities.

Visible Smoke Test – A visual inspection procedure to determine if a motor vehicle emits visible smoke from the exhaust or engine crankcase for a period in excess of three (3) consecutive seconds. The test procedure is set forth at N.J.A.C. 7:27B-5.3(a).

Wait Time – The time period beginning upon the arrival of a vehicle at an inspection facility (in queue, regardless whether on inspection facility property or not), and ending when the vehicle is driven into the inspection bay (under roof) to undergo the inspection procedure.

Web Services – Programmatic interfaces made available for computer application-to-application communication. See <http://www.w3.org/2002/ws/> for more information.

XML – An abbreviation for eXtensible Markup Language. XML is a simple, very flexible text format derived from SGML (ISO 8879). Originally designed for large-scale electronic publishing, it is used as the communications protocol for web services. See <http://www.w3.org/XML/> for more information.

3.0 SCOPE OF WORK

The contractor shall design, implement, operate, and maintain the Enhanced Motor Vehicle Inspection/Maintenance System in accordance with the requirements, specifications, terms and conditions set forth herein. The contractor shall also ensure that all inspection services, facilities, systems, and equipment meet all New Jersey law and rules and federal requirements as set forth in Appendix A. The State is currently in the process of drafting revisions to State rules to implement several changes required by this RFP. The contractor shall meet the requirements of this RFP and the revised rules.

3.1 OVERVIEW OF SCOPE OF WORK AND CONTRACT SCHEDULE

Table 5 provides a broad depiction of the tasks and suggested schedule for completing the Scope of Work. The contractor must meet the following critical implementation dates:

- Take over all CIF operations three months after the Contract Start Date¹
- Complete acceptance testing of VIIS within 12 months after the Contract Start Date
- Retrofit and transition all CIFs, SIFs, and State operated mobile inspections to new program within 14 months after the Contract Start Date
- Transition all existing PIFs and DEICs to new program within 18 months after the Contract Start Date

Table 5 – Overview of Scope of Work and Schedule

RFP Section	Months After Contract Start Date																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20-48
3.2	Manage Project																			
3.3	Transition CIF Staff		Operate/Maintain CIFs Under Current Program																	
3.4	Design, Develop, Test and Accept VIIS																			
3.5	Retrofit and Transition CIFs to New Program																			
3.6															Operate/Maintain CIFs Under New Program					
3.7	Maintain SIF Equipment and Transition SIFs to New Program														Maintain New SIF Equipment					
3.8	Coordinate PIF/DEIC Participation in New Program												Transition Existing PIFs/DEICs to New Program				Support Existing and Add New PIFs/DEICs			
3.10										Supply New Equip. for Mobile Inspections					Maintain New Equipment for State Operated Mobile Inspections					
3.14	Develop and Maintain Document Repository																			
3.15	Design, Develop, Implement, and Evaluate Public Information and Education Program																			
3.17																				Contract Closeout

¹ In the context of this RFP, a "month" is construed as 30 days.

3.2 PROJECT MANAGEMENT

This activity shall be ongoing for the duration of the contract. The contractor shall plan, manage, and control the timely completion of all tasks and deliverables. The contractor shall develop and adhere to due dates for each milestone.

MVC utilizes the Project Management Body of Knowledge (PMBOK) developed by the Project Management Institute (www.pmi.org) as its project management methodology. The contractor shall use PMBOK as a foundation to manage this project, unless the contractor proposes, and the State approves, an equivalent alternative methodology.

The contractor must designate one full-time Project Manager. The Project Manager shall have overall responsibility for successful completion of contractor work and shall monitor contractor staff on a day-to-day basis as they undertake project activities. The Project Manager will serve as the liaison between the contractor and the State.

The State will designate a State Contract Manager and a Project Oversight Contractor to work with the Project Manager. The Oversight Contractor will verify that (1) the appropriate project management and system development processes are in place, (2) plans are being executed to reasonably assure that the project will be on time, within budget, and (3) deliverables will meet the requirements and expectations of the State. The Oversight Contractor will be responsible for observing, reviewing, testing and reporting on all contractor tasks and deliverables throughout the contract. Project management and approval of deliverables will remain the ultimate responsibility of the State. The contractor shall cooperate with the Oversight Contractor and the State with regard to the Oversight Contractor's responsibilities.

The State expects that a project of this size and duration will evolve over time. As such, the project management activities will likely evolve over time. The project management responsibilities outlined in this section describe a general minimum set of tasks and deliverables that shall be required. The State Contract Manager and the Oversight Contractor will set the standards for project management reporting and tasks throughout the life of the contract and which may be changed over time. The contractor shall comply with those project management standards throughout the life of the contract. The State Contract Manager and the Oversight Contractor will work with the contractor to determine the most practical and effective approach to project management.

3.2.1 PROJECT MANAGEMENT PLAN

The contractor shall hold a kickoff meeting to present an overview of the Project Management Plan and Schedule submitted in the bid proposal. The contractor shall prepare and deliver meeting minutes within three business days after the meeting.

The Project Manager, Oversight Contractor, and State Contract Manager shall work together to refine and revise the Project Management Plan and Schedule submitted in the bid proposal.

The contractor shall update and refine the Project Management Plan and Schedule. The contractor's schedule shall incorporate the critical implementation dates and shall identify the completion date for each task and sub-task required by the Scope of Work. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask. The contractor shall use a contract scheduling and control methodology; the use of Gantt, PERT or other charts is at the option of the contractor.

The contractor shall maintain a single, comprehensive Project Management Plan. The Project Management Plan will evolve over time. The contractor shall update the Project Management Plan and Schedule monthly or as directed by the State Contract Manager. Generally, Project Management Plan updates will be required whenever significant changes have been approved and the State Contract Manager deems it in the best interest of the project to have an updated Project Management Plan.

3.2.2 PERIODIC STATUS REPORTS

The Project Manager, the Oversight Contractor, and the State Contract Manager will meet weekly, at a minimum, during the first three months of the contract to discuss project status. After the first three months, the meetings shall be held weekly, every two weeks or every month as directed by the State Contract Manager. Meetings shall follow a pre-set agenda developed by the contractor with approval of the State Contract Manager. The contractor shall prepare and deliver meeting minutes within three business days after the meeting.

The Project Manager shall submit twice monthly status reports to the State Contract Manager. The proposed format and level of detail for the status reports will be subject to State approval. The report shall include, at a minimum, the following:

- A list of tasks and associated deliverables completed and awaiting approvals at the end of the reporting period, with completion dates identified.
- A list of tasks started or in progress but not completed during the reporting period.
- Identification of tasks ahead of schedule.
- A list of tasks behind schedule, or scheduled but not started, with reasons for delays.
- Problems encountered in the current or prior reporting periods and proposed solutions.
- Problems resolved and the methods of resolution.
- A list of any questions and/or issues that must be resolved.
- Identification and justification of any adjustments in the schedule, resources, scope of work, and costs.
- Schedule for the next period's activities including deliverables and dates.
- Risk status for new or previously identified risks on any aspect of the project.
- Status of hardware/software/infrastructure planning, purchasing, installation and testing activities.

3.2.3 PROJECT CHANGE CONTROL

3.2.3.1 CHANGE REQUEST RECORDING

Any proposed modification to the design specifications and/or functional requirements must be recorded, regardless of whether they are actually implemented. Change requests must be submitted to the State Contract Manager for consideration from various sources. The following information, at a minimum, must be provided:

- Name of Requestor
- Initial date of submission
- Description of change
- Cost of change
- Evaluation date

- Evaluation status (accept/reject change request)
- Reason for rejection, if not approved
- Change request threshold level assigned
- Implementation date
- Acceptance date.

3.2.3.2 CHANGE REQUEST THRESHOLDS

- Change Threshold One – All change requests that would result in an increased cost less than \$5,000 and/or impact the development or implementation schedule 3 days or fewer will require the approval of the State Contract Manager.
- Change Threshold Two – All change requests that would result in an increased cost greater than \$5,000 and/or impact the development or implementation schedule by more than 3 days will require review and approval from the Change Review Board
- Change Threshold Three – All change requests that would result in an increased cost greater than \$29,000 and/or impact the development or implementation schedule by more than 10 days will require review and approval from the Change Review Board and the Director of the Division of Purchase and Property.

3.2.3.3 COMPOSITION OF CHANGE REVIEW BOARD

Exact composition of the Change Review Board will be determined by the State.

3.2.3.4 CHANGE REQUEST IMPLEMENTATION AND ACCEPTANCE PROCEDURES

All change requests will be subject to the same test, review and acceptance procedures as other project deliverables. Changes will not be considered complete until final acceptance by the State Contract Manager.

3.2.4 STATE REVIEW TIMELINE

When a deliverable is a document, the contractor shall provide the deliverable as both a hard copy and in electronic form. The Project Manager must confer with the State Contract Manager in advance of a deliverable being transmitted to the State to ascertain the number of hard copies required. The State Contract Manager will minimize the number wherever possible. When a major deliverable is a document, the State intends to conduct the review as follows:

<u>Document Size</u>	<u>Maximum Business Days to Review</u>
50 pages or less	5
51-100	7
101-250	10
251 or more	15

Documents delivered to the State Contract Manager by 5:00 PM of a business day shall be considered delivered on that day. The State’s review period commences the following business day. For deliverables that are not documents, the State will review the deliverable and respond to the contractor within ten (10) business days.

The contractor must build these maximum turn-around times into its project plan. If the State fails to meet these review specifications, the State and the contractor shall negotiate a mutually agreeable schedule adjustment. There shall be no monetary damages due the contractor for any failure of the State to meet the above-described turnaround times.

3.2.5 CONTINUOUS IMPROVEMENT AND INNOVATION

The contractor shall hold quarterly meetings with the State Contract Manager to develop plans for achieving continuous improvement in service activities, functions and processes associated with the Enhanced Motor Vehicle Inspection/Maintenance System. The contractor shall identify improvements to business processes for benefits such as improved customer service, reduced wait times, improved resource utilization, reduced fixed or variable costs, and other tangible or intangible benefits.

3.3 CIF OPERATIONS AND MAINTENANCE UNDER CURRENT PROGRAM

The contractor shall take over operations of the existing centralized inspection lanes beginning three months after the Contract Start Date. Operations and maintenance of the legacy VID will be conducted by the incumbent contractor until the new VIIS is fully implemented. Except for the costs of operating and maintaining the legacy VID, the contractor shall be responsible for all costs associated with the operation, maintenance, repair, and construction of the centralized inspection program.

3.3.1 NETWORK DESIGN AND LANE CONFIGURATION

The current centralized system includes 30 facilities totaling 122 inspection lanes where enhanced emissions and safety inspections are conducted. Appendix B identifies the location and number of lanes at each facility.

Within 30 days of the Contract Start Date, the contractor shall deliver to the State Contract Manager the final Network Design and Lane Configuration Plan. The contractor shall utilize the current 30 CIFs and lane configurations, unless the contractor includes in its proposal an alternative network design and lane configuration with an adequate number of inspection lanes configured to meet the customer convenience requirements, wait time standards, and the technical requirements of this RFP. The contractor shall include in the plan the inspection tasks to be performed at each lane position and the sequence of events in conducting the inspection. The facility and lane configurations shall be subject to written approval by the State Contract Manager for compliance with the Scope of Work.

To aid the contractor in designing a testing network and lane configurations with appropriate testing capacity, the historical testing workload for calendar years 2004 through 2006 are available in Appendix C. Appendix C also provides vehicle population by model year (as of March 2007). Appendix D provides historical wait time data. The State does not represent or warrant that these historical workloads, testing volumes and wait times reflect anticipated workloads, volumes or wait times.

The incumbent contractor will operate a motorist appointment system at the facilities identified in Appendix B until the Contract Start Date. The contractor may establish, with State approval, its own motorist appointment system by which a customer may make a reservation to appear at a specified facility at a specified time for inspection. The reservation system shall be accessed via the contractor's web site and by telephone.

3.3.2 FACILITY INVENTORY

Three months prior to Contract Start Date, MVC will inventory all State assets at each of the centralized facilities. Within one month after the Contract Start Date, the State and the contractor shall perform a detailed inspection of each State facility that the contractor shall use. The contractor shall take photographs of each component of the facility. The contractor shall prepare an inventory of each component of the facility, and agreements will be reached and recorded, as to the condition of each component of the facility.

The incumbent contractor and State will conduct a close-out audit to ensure that existing equipment is transferred to the contractor in working condition.

The contractor shall update the inventory annually and forward all changes to the State Contract Manager. Any removal of equipment shall be made in accordance with State guidelines and procedures as described in Appendix G. The contractor shall not remove any State property without prior notification and approval of the State Contract Manager.

If the contractor wants to supply items not required for this contract to aid its employees, the contractor shall transmit a list of such items to the State Contract Manager before any items are brought onto the premises.

3.3.3 WORK FORCE TRANSITION

The most critical component to a successful centralized lane operation is a competent, experienced and well-trained workforce of inspectors and managers. To ensure that there is a seamless and uninterrupted transition from the current inspection program to the new program, the contractor shall give all qualified personnel of the current vendor the right of first refusal with regard to employment under the new contract.

3.3.3.1 FACILITY STAFFING

The contractor shall provide a sufficient number of trained supervisors, managers and lane inspectors to:

- Conduct inspections and operate test-only inspection stations in accordance with all governing inspection regulations and the terms of this RFP;
- Perform management and administrative functions associated with the conduct of such inspections and the operation of the inspection facilities; and
- Meet the wait time standards defined in this RFP.

The contractor shall develop a Facility Staffing Plan that includes a description of the inspection lane configuration at each facility, the number of positions on each lane, and an outline of the duties assigned to each position on the inspection lane. The plan shall include a minimum staffing plan for typical periods throughout the work day and month, as well as a plan for periods of maximum throughput.

The contractor's inspection labor force must consist of at least 50 percent full time employees. Only licensed inspectors shall be assigned to each position in the inspection lane. Inspectors

may rotate lane positions, as staffing requires, provided an inspector is not responsible for more than one lane at any given time.

The contractor's personnel must observe all regulations in effect at the centralized facilities, including security sign-in/sign-out procedures. Under no circumstances will the contractor or its personnel represent themselves as employees of the State.

Contractor personnel must be responsive, polite and cooperative when interacting with representatives of MVC, DEP, OIT or other State employees, and particularly with members of the motoring public. Contractor personnel must work in a professional and harmonious manner with in-house tradesman and outside contractors.

The State Contract Manager may require the replacement and removal from the staff any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

Persons currently on a work-release program from a correctional institution shall not be employed in any inspection lane position. All employees of the contractor shall be fingerprinted in accordance with N.J.S.A. 39-2A-32 and shall meet all other requirements of N.J.S.A. 39-2A-32. The contractor shall be responsible for any costs incurred by this process.

All inspectors must wear uniforms provided by the contractor and approved by the State Contract Manager. Facility management must be uniformed in dress shirts and slacks, distinctively different from inspection personnel for ease of recognition by the general public. Facility personnel must wear employee identification badges, including their full names and photographs, on the exterior of their work attire.

3.3.3.2 EMPLOYEE TRAINING AND CERTIFICATION

Within two months after the Contract Start Date, the contractor shall submit to the State Contract Manager a detailed Employee Training Plan to ensure that all employees meet the training and licensing requirements specified below.

Upon approval by the State Contract Manager, the contractor shall implement the Employee Training Plan to ensure that all employees receive the necessary training. The contractor shall maintain documentation of successful completion of the approved inspection training program.

All inspectors and inspection facility management must be licensed as inspectors pursuant to N.J.S.A 39:8-1 et seq. and other applicable regulations. For any breach of statutory or regulatory provisions applicable to licensed inspectors, the State retains the right to pursue administrative action against any of the contractor's personnel, in addition to any contractual remedies.

The contractor shall develop and must provide inspectors with detailed Inspector Reference Manuals describing inspection test procedures, program regulations, and answers to commonly asked questions. The contractor shall supply the State with two (2) master copies of all Inspector Reference Manuals and any updates during the course of the contract. This information shall also be maintained and supplied in an electronic format.

3.3.3.3 STATION MANAGEMENT

The contractor shall manage the day-to-day operation of the CIFs and the conduct of all required inspection tests. Each facility must have at least one (1) designated manager on duty at all times. Each manager must be a licensed inspector pursuant to N.J.S.A 39:8-1 et seq. and other applicable regulations.

3.3.3.4 INSPECTOR TRAINING/RETRAINING AND TESTING/RETESTING

Inspectors must be trained by the contractor and must be licensed and tested by MVC. Training and licensing are intended to ensure that inspectors perform emissions and safety inspections correctly and consistently, understand the purpose of the I/M program, are familiar with program rules and regulations (including those specific to the State), are able to identify vehicle emission control components while fully understanding their function and effect, and have a general knowledge about the relationship between motor vehicles and air pollution.

In order to be licensed by MVC, a trainee must have a valid driver license and must pass a written test, requiring a minimum of 80% correct responses, covering all aspects of the training, and a hands-on evaluation, during which the trainee demonstrates, without assistance, the ability to conduct a proper inspection, to properly utilize equipment and to follow other procedures. Inability to properly perform all hands-on test procedures shall constitute failure of the test.

Pursuant to USEPA Rules at 40CFR51.367, inspector training must impart knowledge of the following:

- The air pollution problem, its causes and effects;
- The purpose, function, and goal of the inspection program;
- Inspection regulations and procedures;
- Technical details of the test procedures and the rationale for their design;
- Emission control device function, configuration, and inspection;
- Test equipment operation, calibration, and maintenance,
- Quality control procedures and their purpose;
- Public relations; and
- Safety and health issues related to the inspection process.

In addition, inspector training must include New Jersey specific inspection system training, including safety and emission inspection regulations and procedures, customer service training, and any supplemental requirements which MVC and/or DEP may identify from time to time.

The State Contract Manager shall review and approve all training materials to be used by the contractor prior to the initiation of training, and the State reserves the right to audit the training course.

3.3.3.5 STAFFING ROSTER

The contractor shall provide the State Contract Manager with a roster of all station personnel within five (5) days of assuming operations of the centralized lanes. The contractor shall forward an updated roster by the fifth business day of each month. The roster shall include, but not be limited to, the following information by facility: the name of each staff member, their title, license number, and an indication as to whether they are employed on a full time or part time basis.

3.3.4 EMISSION AND SAFETY TESTS UNDER CURRENT PROGRAM

The contractor shall conduct emission and safety inspections according to the current specifications identified in the applicable regulations and this RFP.

All safety and credential items shall be inspected in accordance with N.J.A.C. 13:20-32 et seq. and N.J.A.C. 13:20-43 et seq.

The emission inspection program currently includes Light Duty Gasoline Vehicles (LDGVs), Light Duty Gasoline Trucks (LDGTs) and Heavy Duty Gasoline Vehicles (HDGVs). The vehicle types are defined in regulation at N.J.A.C. 7:27-15.1. The inspection requirements are at N.J.A.C. 7:27-15 and N.J.A.C. 7:27B-5.

The emissions tests that constitute an inspection for gasoline vehicles are prescribed at N.J.A.C. 7:27-15.5(f). In general, these emission test components are:

- Visible smoke test
- OBD or exhaust emission test
- Emission control apparatus compliance examination (i.e., visual catalytic converter check)
- Gas cap test

Proof of compliance with Voluntary Emission Recalls is also part of N.J.A.C. 7:27-15.5(f); however, this requirement is currently not implemented or enforced.

A certificate of compliance, hereinafter referred to as an inspection sticker, must be issued for the vehicle immediately after the vehicle successfully completes the inspection process. This inspection sticker must be affixed to the inside, lower left side of the vehicle's windshield.

In the event that the vehicle fails inspection, the vehicle must be given a sticker of non-compliance, also known as a "rejection" sticker, which shall be placed on the vehicle directly above the existing inspection sticker to provide visibility to law enforcement.

The State will provide all approval and rejection stickers for use at the CIFs. All sticker issuance must be performed in accordance with N.J.A.C. 13:20-32 et seq.

In the event that a motorist requires a replacement inspection sticker, including inspection stickers for new vehicles and for new or used vehicles less than four (4) years old which are purchased out of state, the contractor shall apply the replacement stickers and shall not bill this as an inspection. In 2006, there were approximately 3,000 inspection sticker replacements in New Jersey, mainly attributable to broken, cracked or replaced windshields.

A different inspection sticker is used for collector vehicles. In 2006, there were approximately 3,000 inspection stickers issued. The contractor shall verify a collector vehicle's mileage and credentials, and examine the collector vehicle voucher. Upon successful examination of these items, the contractor shall issue a collector vehicle approval sticker to be affixed to the inside, lower left side of the vehicle's windshield. The contractor shall not bill the collector vehicle examination as an inspection.

All inspections shall generate a printed Vehicle Inspection Report (VIR) to be given to the individual presenting the vehicle for inspection. All inspection data must be transmitted to the legacy VID. All associated VIRs and corresponding hardcopy documents are to be maintained on the premises for auditing purposes. Paper copies must be maintained until the contractor demonstrates the feasibility of alternative approaches, acceptable to the State, for meeting auditing requirements. The contractor shall explain the VIR to the customer. Refer to Appendix O for a definition of the current VIR.

3.3.5 RESEARCH LANE

The contractor shall maintain one centralized inspection lane at the Bakers Basin CIF for use in special research projects. Use of this CIF for the research lane is specifically required because of its proximity to State offices and its high volume of inspections. Occasionally, the State has the need to gather special types of data on motor vehicles or pilot test new or different test procedures and equipment.

The research lane shall be equipped and configured as a regular light duty inspection lane with the capability to perform all tests normally required on light duty gasoline and diesel vehicles. The research lane is a normal inspection lane to which the State reserves the right to use for special projects.

The contractor shall make this research lane available to the State upon the State's request with a minimum of one week notice. There are no special data collection requirements for this lane.

In the event that the State needs to collect unique test data, the State will either collect this data itself or make arrangements with the contractor to assist with the data collection. The contractor shall continue to staff, operate and maintain the research lane while the State is conducting research.

When the research lane is not specifically needed for research by the State, the contractor may use the research lane as a normal inspection lane and is encouraged to do so as needed. The research lane must be maintained and accessible to the State during all phases of the program implementation except during the limited time when the lane is undergoing conversion, retrofit or upgrade.

While the research lane is in use by the State for special projects, the Bakers Basin facility will not be subject to wait time penalties.

3.3.6 WAIT TIME SYSTEM

The contractor shall operate and maintain a wait time system. The contractor has the option to operate and maintain the existing wait time system, or the contractor may use a different wait time system, subject to State approval. The contractor shall use the wait time system to

calculate customer wait time and to ensure that accurate information and statistics on wait time will be available.

The contractor shall operate the inspection facilities to ensure that motorists are not subjected to wait times that exceed the following:

- Daily average wait time standard: Thirty (30) minutes (average wait measured in any two contiguous hours, beginning upon the opening of the station, and hourly thereafter) each day per facility in any calendar month; and
- Monthly average wait time standard: Fifteen (15) minutes (monthly average wait) each day per facility in any calendar month.

The following facilities are not subject to wait time criteria:

- Bridgeton
- Cape May
- Millville
- Montclair
- Plainfield
- Salem
- Washington
- Westfield
- Winslow

3.3.7 CUSTOMER RELATIONS

The contractor shall designate at least one (1) person at each facility as the station manager, or assistant station manager, to oversee the functions, operations, and employees of that facility and serve as a customer liaison. A station manager or assistant station manager must be present at each facility during all hours of operation and must be knowledgeable in all program aspects. In addition, the station manager shall assist customers with all inquiries, information, or complaints encountered during the inspection process.

3.3.7.1 CUSTOMER HOTLINE

The contractor shall operate a toll-free telephone customer hotline. The contractor shall provide in-person service whenever inspection stations are open. The toll-free number must be approved by the State prior to implementation. The hotline must handle inquiries as well as complaints.

The hotline may utilize an automated system for responding to routine information requests during non-business hours. Any automated system must be available 24 hours per day including weekends and holidays.

The contractor shall provide enough telephone lines/operators to assure a one (1) minute daily average wait time, with no busy signals. Call volumes, response times, dropped calls, and other statistics deemed necessary by the State shall be tracked and reported in the monthly operations report. All customers throughout New Jersey must be able to access the operators via the same toll-free number.

The contractor shall hire and train customer hotline operators. A training manual shall be developed and produced by the contractor, subject to review and approval by the State Contract Manager prior to printing, and provided to the State after approval. All telephone hotline operators must be knowledgeable in all aspects of New Jersey's I/M program.

3.3.7.2 LANE COMPLAINTS

The contractor shall develop procedures to be employed for handling complaints by motorists. All complaints from customers at the facility shall be referred to the station manager for resolution.

The contractor shall maintain records pertaining to all motorist complaints and comments received by the contractor and the contractor's responses to them.

The contractor shall provide a monthly report summarizing these complaints and comments by number, type, station, time of occurrence and status in a format acceptable by the State Contract Manager. Copies of complaints and the contractor responses shall also be provided to the State Contract Manager upon request.

3.3.7.3 VEHICLE DAMAGE

The contractor shall develop a procedure to resolve vehicle damage claims.

The contractor shall be liable for all damage done to vehicles, or other property, or for any personal harm done to any person, during testing, or while the vehicle, property or person, is on the premises of a facility. The State shall not be liable for any such damages.

This provision is in addition to and not in lieu of any or all other risk, liability, indemnification and insurance obligations assumed by the contractor under the contract.

3.3.8 HOURS OF OPERATION

According to statute, "an inspection facility shall be open for inspections, exclusive of holidays, at least 55 hours each week, including hours prior to 9:00 am or after 5:00 pm on weekdays and hours on the weekend, except that the facility may lessen or expand these hours based on results of a survey of persons who use the facility for motor vehicle inspections."

Currently, the hours of operation of the centralized inspection facilities are Monday through Friday 7:00 am to 4:30 pm and Saturday 7:00 am to 12:00 pm except for State holidays. Each facility is open one night per week until 7:00 pm.

The contractor may propose alternative hours of operation compliant with the statutory definition, subject to State approval. The contractor shall provide 48-hour notice to the State, in writing, in advance of any change in hours of operation. In addition, the contractor's specific hours of operation shall be posted on MVC's website; the contractor shall also post them at each facility in a manner and location that is visible to the public. The contractor shall obtain pre-approval by the State Contract Manager for any unscheduled closing (i.e., severe weather), unless circumstances are such that such pre-approval is not possible.

If State offices are closed due to adverse weather conditions, the contractor is authorized to close those inspection facilities located in the same geographic area as the closed State offices. The State Contract Manager will notify the contractor's Project Manager by telephone in a timely fashion of State office closings due to weather or other unforeseen circumstances. If adverse weather conditions would make operation of inspection facilities violate OSHA regulations, the contractor, with the concurrence of the State Contract Manager, is authorized to close those facilities where OSHA violations would occur.

3.3.9 AUDITS

Within three months after the Contract Start Date, the contractor shall submit to the State Contract Manager a detailed Audit Plan to include plans and schedule for regular self audits of any equipment the contractor is responsible for maintaining. Upon approval by the State Contract Manager, the contractor shall implement the Audit Plan, including regular self audits of safety and emission inspection equipment.

The State reserves the right to examine the records of the contractor self-audits and will perform its own scheduled or unscheduled audits of the contractor's equipment and facilities at any time.

In order to assure the integrity of the program, the State will conduct extensive auditing of the CIFs. The State will conduct audits through analysis of test data and performance data collected by the contractor, through site visits, and by other means. The contractor shall permit State representatives to conduct announced and unannounced audits. The contractor shall fully cooperate with any such audit, and insure that any of its subcontractors fully cooperate. During any DEP or MVC audit, the contractor must make available any inspection equipment, personnel, documents, records, and calibration gases necessary to perform calibration checks. In conducting the State audits, the State will be cognizant of peak operating times to avoid interrupting the timely completion of vehicle inspections. State audit requirements are specified in Appendix E. The contractor shall provide the State with remote wireless access via Broadband Air Card or TCP/IP connections to the VID/VIIS for auditing purposes.

3.3.10 SECURITY

The contractor shall submit a Facility Security Plan to the State Contract Manager within one month after the Contract Start Date for all CIFs. The Security Plan must be approved by the State Contract Manager prior to facility operation and is subject to audit by State personnel.

The Security Plan shall include procedures that include, but are not limited to, the following:

- Methods for preventing tampering with the inspection equipment, VIRs, and inspection stickers
- Measures to secure all documents by which compliance with the inspection regulations is established, including, but not limited to VIRs and inspection stickers
- provisions to prevent break-ins and theft of equipment, documents and supplies
- training for all personnel on security procedures

The contractor shall implement the Security Plan to ensure the security of the facilities and to prevent fraud.

3.3.11 INSPECTION EQUIPMENT MAINTENANCE

The contractor shall submit an Inspection Equipment Maintenance Plan and schedule, within one month after the Contract Start Date, to be approved by the State Contract Manager.

The contractor shall maintain, repair, and/or replace all inspection equipment at the CIFs. Inspection equipment encompasses any and all equipment retained from the previous program, and any and all equipment provided by or to the contractor for the entire term of the contract. The contractor shall supply a list of each new piece of equipment used in the furtherance of the contract, including IT equipment for each facility. The contractor shall be responsible for all costs associated with the maintenance and repair of all inspection equipment.

All existing inspection equipment is and shall remain the property of the State, inclusive of all repairs, alterations and modifications made to it during the term of the contract. All equipment purchased by the contractor in furtherance of the requirements of the contract shall become the property of the State upon installation. All such equipment shall remain the property of the State at the conclusion of the contract.

One of the most important ongoing tasks associated with maximizing motorist convenience and maintaining lane throughput is ensuring that all emission, safety and IT equipment remains in proper working condition. Equipment breakdowns and scheduled maintenance calibrations during posted business hours shall be kept to a minimum and lane availability up-time kept to a maximum.

All scheduled maintenance at single-lane facilities must be conducted outside the posted station hours. The contractor shall ensure that timely repairs and the appropriate maintenance calibrations are performed on all installed equipment.

All centralized inspection facilities currently have the equipment to perform the required safety inspections; however, the contractor must perform retrofitting as necessary as identified in Section 3.5.

The contractor shall utilize reliable and durable equipment, establish an effective ongoing program of preventive maintenance in accordance with the manufacturer's standards, ensure the availability of sufficient spare parts, and repair or replace defective or worn out equipment. For each piece of equipment purchased by the contractor, the State shall be provided with a bill of sale showing payment in full.

The contractor shall complete all repairs on the existing safety and emission test equipment at the CIFs. All repairs shall be completed within three (3) business days after identification of the maintenance issue.

The contractor shall maintain all records necessary to ensure compliance with its Inspection Equipment Maintenance Plan.

3.3.12 ROUTINE MAINTENANCE AND OPERATIONS OF BUILDINGS AND GROUNDS

The contractor shall provide routine operations, maintenance and repair of CIF buildings and grounds. This requirement does not apply to SIFs. The responsibilities of the contractor and the State are specified in Table F-1 of Appendix F. The historical expenditures for routine

facility and grounds maintenance and utilities for 2004-2006 are provided in Table F-2 of Appendix F.

The contractor shall submit a Facility Maintenance and Grounds Plan, within one month after the Contract Start Date and to be approved by the State Contract Manager, for all inspection facilities, buildings, and grounds, including, but not limited to:

- Janitorial – The contractor shall perform custodial activities when the building occupancy is at its lowest level. The contractor shall have an active Right-to-Know program including all Material Safety Data Sheets on-site for any custodial chemicals. The contractor shall supply all janitorial supplies, including hand towels, toilet paper, tissues, hand soap, waste basket liners, toilet seat covers, and the appropriate janitorial supply dispensers. The contractor shall install new light bulbs and fluorescent tubes as required for building interiors, exteriors, and all public spaces, including customer waiting areas, the customer service area, public restrooms, etc. The contractor shall purchase and use Environmentally Preferable Products (EPP) whenever feasible. The contractor should seek advice from DEP in selecting appropriate products that minimize environmental impact.
- Carpeting – The contractor shall vacuum all carpets daily for areas that are regularly occupied. The contractor shall perform cleaning via a steam extraction method whenever carpets are visibly dirty or, at a minimum, twice per year.
- Restrooms – The contractor shall clean the restrooms on a daily basis, including the following activities: scour and scrub seats and commodes with disinfectant cleaner; damp wipe and spot clean all toilet partitions; scour and scrub all sinks with disinfectant cleaner; damp wipe all mirrors, dispensers, and walls as needed with appropriate cleansers; empty and damp wipe all trash receptacles and remove trash to outside dumpster; replace trash liners as needed; sweep and mop all floors and scrub with appropriate disinfectant; dust all window sills and ledges.
- Floors – The contractor shall sweep floors and other non-porous flooring at least once a business day during non-occupied hours to minimize dust exposure. Vacuuming and wet mopping can be substituted for sweeping. The contractor shall perform vacuuming with a vacuum containing a HEPA² filter.
- Dusting – The contractor shall dust on a weekly basis all office furnishings, including desktops, file cabinets, bookcases, lights, and HVAC grills.
- Trash Receptacles – The contractor shall dispose of all trash in waste cans each night. The contractor shall damp wipe receptacles and replace liners as needed. The contractor shall remove all trash to an outside dumpster. The contractor shall keep the dumpster area clear of all debris.
- Recycling - The contractor shall comply with all applicable State and local laws regarding collection of recyclable materials. Such materials may include glass bottles, metal cans, certain types of plastic containers, paper, newspaper, magazines and cardboard.

² A HEPA (High Efficiency Particulate Air) filter removes 99.97% of particles down to 0.3 microns.

- Inspection Lane Floors – The contractors shall seal/paint the inspection lane floor, as necessary, to provide adequate surface protection and to facilitate cleaning and removal of accumulated oil/fluid leaks and material tracked in by vehicles.
- Queuing, Parking, Entrance and Exit Driveways, and All Walkways – The contractor shall maintain all paved areas. During winter months, these areas must be plowed, salted and/or sanded, as necessary.
- Grounds Landscaping – The contractor shall maintain all landscaping, including the regular mowing of grass, trimming of trees/bushes, and the removal of trash, litter and other accumulated debris.
- Signs – The contractors shall maintain, repair, or replace, as necessary, all signs and other required items, i.e., traffic control devices, flags/flagpoles, etc.
- Pest, Animal and Insect Control and Remediation – The contractor shall provide these services in accordance with State and Federal Regulations.
- Fire and Intruder Alarm Services – The contractor shall maintain and upgrade fire and intruder alarm systems. or otherwise procure these services. The contractor shall be responsible for all fees associated with the alarm services. The contractor shall maintain up to date logs on-site for all alarm systems. The contractor has the option of maintaining the existing alarm systems or installing new systems.
- Utilities - The contractor shall be provide all utilities, including but not limited to gas, electric, oil, water, telephone service, sewer and trash removal. The contractor shall be responsible for all utility fees as specified in Appendix F.

The contractor shall maintain the following records at each facility:

- Daily, weekly, and monthly janitorial records must be kept for three years
- HVAC maintenance records must be kept for three years
- Any drinking water quality reports received from the water purveyor must be maintained on-site. If the site supplies its own drinking water, then the contractor must arrange for the required testing and maintenance of the water system
- Fire extinguishers must be maintained, inspected and tagged, with a monthly sign-off and annual inspection
- Fire alarm systems must be inspected and maintained annually
- Sprinkler systems must be inspected and maintained every six months
- Emergency exit signs and evacuation lights must be maintained and checked monthly
- Emergency generators must be maintained and inspected annually.

The contractor shall provide the State with a monthly report detailing each facility's maintenance and repairs completed each month by close of business of the fifth business day of the following month. The format of the report shall be agreed upon by the State Contract Manager and the contractor.

In consideration of Executive Order No. 54 signed by Governor Corzine in February 2007 to reduce greenhouse gas emissions (see <http://www.nj.gov/infobank/circular/eojsc54.htm>), the contractor shall, when replacement is needed, install and use lighting, machinery and appliances that meet the highest energy efficiency requirements, as appropriate and applicable. General information on energy efficient lighting and appliances may be obtained from the USEPA Energy Star program (<http://www.energystar.gov>).

3.3.13 CAPITAL MAINTENANCE, REPAIRS, AND RENOVATION AT EXISTING CIFS

At the inception of the contract and each year thereafter, the contractor shall place the sum of \$2,000,000 into a non-lapsing account to provide for all maintenance, repairs and construction indicated below. The account shall be subject to audit by the State, on an unannounced and unscheduled basis. The amount to be deposited each year will be adjusted annually thereafter for the remainder of the contract based on the consumer price index for all urban consumers (CPI-U). The change will be calculated based on the average of the prior year's change in the New York and Philadelphia Region Indices.

The contractor shall manage this account, however, no funds can be withdrawn from the account for any work performed until the specified tasks have been completed and approved by the State Contract Manager. A monthly report shall be supplied to the State Contract Manager no later than COB on the fifth business day of each month. This report shall include job numbers, facility name, date of repair, description of repair, type of repair, cost of repair, opening balance of account and closing balance of account. Additionally, the report shall include copies of associated work orders for each job, back-up documentation verifying payments, proof of services provided and signed by the appropriate contract manager stating the work was properly completed. Two versions of this report will be submitted: the first sorted by subcontractor's name (with back-up billing in same order) and the second submitted by facility name. No administrative fee(s) may be charged to the State for any repair, maintenance or construction covered in this section.

Any repairs, maintenance or construction under \$1,000 will not require approval from the State Contract Manager; however, all repairs, maintenance or construction work under \$1,000 shall be recorded accordingly on the monthly facility report. Any repairs, maintenance or construction \$1,000 and over will require approval from the State Contract Manager before commencing work. The contractor shall provide an interactive database, accessible to the State for the recording and approval of all requests for repairs, maintenance and construction related to this section.

In any year, if repairs, maintenance or construction costs associated with this section exceed the funds available in the account, the State and contractor shall negotiate the cost necessary for any repair, maintenance or construction according to the health and safety implications necessitating such repair, maintenance or construction with the expectation being that the State and the contractor will share these costs.

Any funds not utilized for repairs, maintenance or construction in any year shall remain in the account and carried forward. At the end of the contract, after all bills have been paid and the

facility closeout has been satisfied, any funds remaining in this account shall be shared equally by the State and the contractor.

Table F-3 in Appendix F provides the State's historical expenditures for facility renovations, maintenance and repairs for 2004-2006.

The contractor shall supply the State Contract Manager with a Capital Project Plan, including procedures for preventive maintenance, no later than three months after the Contract Start Date. All projects listed on the Capital Project Plan must be approved by State Contract Manager before any work commences. The plan must incorporate all major building components including, but not limited to, HVAC systems, electrical distribution systems, roof top ventilators, and overhead doors. The contractor shall develop submit the updated plan to the State Contract Manager by January 1st of each year for approval.

The inspection facilities have been maintained and are in operable condition as of the conclusion of the current contract. After three months from Contract Start Date, the contractor must maintain these facilities in its present condition. The repairs shall include, but not be limited to, the following:

- Structural Repairs or Replacement – Repairs to or replacement of the exterior structure of the building (masonry, brickwork), the interior building structure (walls, masonry, wood structures), the ceiling (structural materials), the roof (structural materials), the floor, the electrical system (interior lighting fixtures, circuitry, conduit, circuit breakers, fuses, receptacles), the HVAC system (central heating system, ventilation system, ductwork, filtration system, radiators, gas lines, air conditioning), the plumbing system (fixtures, lines, sewage and septic pumps and systems), windows (including skylights), and doors (tracking, facility and overhead doors). All HVAC systems shall be maintained in accordance with Public Employees Occupational Safety and Health (PEOSH) regulations. Complete and up-to-date service logs must be maintained and made available at the facilities for periodic inspection by the State. The contractor shall obtain approval from the State Contract Manager prior to making any alterations, unless alterations are for emergency repairs.
- Property Repairs or Replacement – Repairs to or replacement of access approaches (roadway, walkways, sidewalks, handrails, paving), parking areas (asphalt, striping, driving course), property grounds (landscaping), and exterior lighting (for buildings, walkways, queuing areas, access roadways and parking areas). Any new or replacement outdoor lighting at any facility maintained by the contractor shall use full-cutoff fixtures properly installed and adjusted to produce no upward throw of light and to minimize glare and light trespass. Lighting levels must be adequate for the intended purpose but not excessive. Guidelines for adequate lighting levels for outdoor commercial applications are provided by the Illuminating Engineering Society of North America (IESNA). Information on energy efficient lighting may be obtained from the USEPA Green Lights program (<http://www.energystar.gov>). Detailed information on the design and application of lighting to minimize light pollution may be obtained from the International Dark-Sky Association (<http://www.darksky.org>).
- MVC Shared Facilities – Several of the existing State-owned inspection facilities are located on sites where other MVC business is conducted. The contractor shall maintain and repair all buildings in which they provide services (including HVAC systems, janitorial services, electrical distribution systems, plumbing water and waste systems). MVC shall maintain and repair buildings or sections of buildings where MVC provides other services, including the “shared areas” with these facilities such as hallways, public restrooms and public entrances to the

shared areas. The contractor shall be responsible for snow removal, landscaping of all parking areas, road aprons, driver examination courses and conveyances for the entire facility. Any building deficiencies that result in interruptions or that affects MVC operations shall be immediately reported upon discovery to MVC site management and the State Contract Manager. The contractor shall provide a detailed report including the nature of the deficiency or system failure, services affected, emergency course of action to remediate conditions or protect MVC employees and property on both a short-term and long-term basis.

All existing facilities are and shall remain the property of the State inclusive of any and all repairs, replacements, alterations and modifications made to them during the term of the contract.

In the event the contractor identifies any hazardous materials at any site designated for the retrofit, expansion or construction of a centralized, test-only inspection facility, the contractor shall immediately notify the State Contract Manager of its findings and its proposed solutions for the remediation of these hazardous materials. The State Contract Manager will review the proposed solution, and if acceptable, negotiate a supplemental agreement with the contractor regarding the cost of the remediation. In the event the State and the contractor are unable to successfully negotiate an agreement for this remediation, the State shall pay the contractor on a time and materials basis.

Any removal of, or disposal of State property from a State facility shall be done with permission of the State Contract Manager and in accordance with State procedures as identified in Circular Letter No. 00-16-DDP, which deals with removal of surplus property (see <http://www.state.nj.us/infobank/circular/cir0016x.htm>).

3.4 VIIS DESIGN, DEVELOPMENT, TESTING AND IMPLEMENTATION

The contractor shall design, develop, test, deploy, secure, operate, maintain, and administer all Vehicle Inspection Information System (VIIS) components including, but not limited to, all VIIS software, databases, and inspection equipment. The one exception to this shall be the data warehouse; OIT Data Management Service staff shall be involved with and approve the data warehouse design, and shall provide all routine database server and database administration activities for the data warehouse.

The contractor must apply best practices in software development to VIIS design, development, testing, deployment, and maintenance, consistent with the Rational Unified Process (RUP). The contractor must employ an iterative approach to development, with frequent releases of working software delivered in short, consistent intervals, allowing flexibility to refine the requirements, design and presentation to the user.

The contractor shall develop an overall VIIS Management Plan for meeting the high level requirements provided in Section 3.13. The plan shall include a listing of all VIIS milestones and schedule for meetings, presentations, approvals, deliverables, etc.

The contractor shall meet with the State to review its proposed solution to meeting the VIIS requirements. The contractor shall conduct detailed sessions with appropriate State staff to clarify the high level requirements. The contractor shall prepare a VIIS Requirements Document so that the requirements are sufficiently detailed, documented and readily understandable.

The contractor shall develop a Design Document that defines all system inputs, outputs, interfaces, and specifications for the VIIS. The Design Document shall include, at a minimum, the design and specification for individual modules, design and specifications for reports, complete logical data model, complete physical data model, system architecture, security definitions, and application hosting environment. The contractor must validate the design with State technical and user staff and obtain the approval of the State Contract Manager.

The contractor shall design, develop, and test a pilot program for a method to ensure that the identity of each inspector is accurately attached to each inspection that an inspector performs. This method must provide a security assurance level equal to the use of biometric data (e.g., fingerprints, iris scans, voiceprints, etc.). The pilot program shall include a proof-of-concept to illustrate that the authentication technology is feasible in all environments (i.e., at CIFs, PIFs, DEICs, and mobile inspections). The contractor must prepare a proof-of-concept report that certifies that the technology is ready for statewide implementation. Upon approval of the proof-of-concept by the State Contract Manager, the contractor shall develop and test a pilot application to verify that the authentication method will work in each environment.

The contractor shall develop all program modules and conduct unit, integration, system, stress and other testing it deems appropriate. The contractor shall demonstrate the systems to State users and gather feedback. The contractor shall deliver to the State Contract Manager sufficient documentation and unit test results to verify that the system is ready for acceptance testing.

The contractor shall develop and implement a Legacy VID Data Migration Plan to migrate legacy vehicle inspection data to the VIIS databases and data warehouse. The legacy VID shall continue to be operated by the incumbent contractor as the repository of record for State inspection data during VIIS development and until a transition date agreed upon by the State. Once the VIIS is implemented, the contractor shall transfer legacy VID data to the VIIS databases on a real-time basis as long as the legacy VID is in operation.

The contractor shall provide an Acceptance Test Protocol (ATP) that demonstrates the successful operation of the system, ensuring that the new solution works according to the agreed-upon specifications. The contractor shall follow its comprehensive ATP and present test results to the State for discussion, review, and approval. The State shall conduct its own ATP testing prior to acceptance of any system components.

The contractor shall produce comprehensive technical VIIS documentation for use by the State. The technical documentation must be developed concurrently with the design, development and testing of the system. At the initiation of VIIS development, the contractor shall meet with the State to revise the Documentation Plan submitted with the proposal. The contractor shall provide an electronic version of all documentation, and employ change control processes and version control to ensure that it is kept current to the production release. Documentation shall be available electronically to the State in the Document Repository.

3.5 CENTRALIZED FACILITIES TRANSITION TO NEW PROGRAM

The contractor shall specify, acquire, install, and test all equipment and supplies necessary to properly equip each facility to meet the requirements of the new program, including all inspection and IT equipment. The contractor shall be responsible for all costs associated with transitioning the centralized facilities to the new inspection program.

3.5.1 FACILITY RETROFIT PLAN

Within three months after the Contract Start Date, the contractor shall provide a Facility Retrofit Plan for the specific work to be accomplished to transition the CIFs to the new program. This plan must identify all tasks to be performed at each facility and establish a timeline for the completion of those tasks. The plan shall include at a minimum:

- Identification of all inspection facilities to be retrofitted.
- The number of proposed lanes to be utilized at each facility (both retrofitted lanes and any newly constructed lanes at existing facilities). The contractor shall demonstrate that its network design and lane configuration for the new program provides an adequate number of inspection lanes configured to meet the customer convenience requirements, wait time standards, and the technical requirements of this RFP.
- The inspection tasks to be performed at each lane position under the new program and the sequence of events in conducting the inspection.
- The minimum staffing for typical periods throughout the work day and month, as well as staffing for periods of maximum throughput.
- Exterior site work to be performed at each site.
- A work plan for closing certain lanes (and/or facilities) during construction, quality control measures, and a date for the completion of each phase.
- The scope of work at each particular facility, including a “preliminary footprint”, which consists of a block diagram and sketch plan and identifies the work to be performed at each facility.

The contractor will have access to existing internal telecommunications frameworks at the centralized locations.

3.5.2 REMOVAL OF OLD EQUIPMENT

After State approval of the Facility Retrofit Plan, the contractor shall remove and remediate the areas occupied by CIF inspection equipment that is no longer needed under the new program. This equipment includes, but is not limited to, the following components:

- Dynamometers
- Hunter steering and suspension equipment
- Predictive wait time system

The contractor shall also remove and replace the following CIF inspection equipment that is no longer needed under the new program. This equipment includes, but is not limited to, the following components:

- Lifts
- Emission equipment and analyzers
- Computers

The complete list of equipment to be removed by facility is contained in Appendix G.

All removal of, or disposal of State property from, a State facility shall be done with permission of the State and in accordance with State procedures as identified in Circular Letter No. 00-16-DDP which deals with removal of surplus property (see <http://www.state.nj.us/infobank/circular/cir0016x.htm>).

The contractor may use above equipment as spare parts to maintain the legacy equipment.

3.5.3 INSTALLATION OF NEW EQUIPMENT

After State approval of the Facility Retrofit Plan, the contractor shall install emissions inspection equipment designed to conduct all emission tests as required by regulation and this RFP. The complete array of required emissions tests and emission equipment needed is described in Section 3.11. The contractor shall specify, acquire, and install all necessary emissions, safety and IT equipment to meet the specifications in Sections 3.11, 3.12 and 3.13, respectively.

The contractor shall install new pneumatic operated front suspension lifts in 122 CIF lanes and 1 front end lift in each of the 3 Specialty Sites for a total of 125 lanes. In the 71 lanes currently with lifts, the contractor shall install 33 new heavy duty front suspension lifts directly over existing lift areas and the remaining 38 with new light duty front suspension lifts directly over existing lift areas. In lanes that are currently without lifts, the contractor shall also install 54 new light duty front suspension lifts. The contractor shall develop a reference table that determines if and how vehicle front suspensions can be safely lifted and tested. The installation of the lifts shall include all necessary components such as but not limited to compressors, electric, and pneumatic components necessary for the operation of the lifts. Specifications for the new lift equipment are contained in Appendix H.

The contractor shall design, install and maintain a video security monitoring (VSM) system at each CIF. In the past these facilities have experienced break-ins, theft of equipment, documents and supplies, internal fraud, customer/employee accidents and other suspicious activities. The VSM system must capture live video images from and be integrated with multiple cameras. At a minimum, a camera shall be positioned within each test lane to capture images of the inspector performing each test during data entry and capture images of the rear of the vehicle, of sufficient quality to read the vehicle license plate, to view insertion of probe(s) into exhaust tailpipe(s) and to allow for reasonable determination of the vehicle type, make and model. Cameras shall also be placed at the sticker issuance area and in all office areas. All video records must be digitally archived. System specifications are included in Appendix I.

The contractor shall install and maintain an undercarriage video inspection system using in-ground mounted video cameras and a video monitor for each inspection lane according to the specifications provided in Appendix J. A camera and monitor shall be mounted in every inspection lane, in an area selected by the contractor. The camera and monitor shall allow the inspector to easily view the entire undercarriage of a vehicle from wheel to wheel as the vehicle passes over. The undercarriage video inspection system shall be used for inspecting vehicle exhaust systems, steering and suspension components, fuel or other liquid leaks and any other safety and emissions components as determined by the State.

The contractor shall provide and maintain a web-based video system of each CIF capable of providing for public viewing via the web of the queuing area of each centralized facility including the three (3) Specialty Sites according to the specifications provided in Appendix K. The

contractor shall supply an internet site to view all station queuing area camera videos as well as provide a link from this site to be used by the MVC web master. The contractor shall supply all camera IP addresses to MVC.

The current brake test equipment was installed in 1999. It consists of one heavy duty tester per station with the remaining inspection lanes having light duty testers. The contractor shall maintain this equipment. All braking equipment is in operable condition; however, during the term of this contract, if light-duty brake testers become not economically practical to repair, as the condition of the base plates, bearing supports and foundation structures provide no realistic means of maintenance without complete replacement as per manufacturer specifications, they must be replaced with a heavy-duty brake tester.

The contractor shall operate and maintain a wait time system capable of monitoring and recording wait times. The wait time information for each vehicle shall be stored in its inspection record and shall be made available for State audit. The contractor has the option of maintaining the existing system or installing a new system.

The contractor shall equip each position in the lane at the CIFs with technology such as a biometric scan device that shall be used to authenticate the inspectors to the system.

The contractor shall include special reinspection positions for those vehicles with items that can be reinspected without the use of automated lane inspection testing equipment (e.g., brake tester, front-end lifts, etc.). These positions shall include the ability to perform OBD tests and gas cap tests. The contractor shall provide these reinspection positions at the exit end of the inspection facility or at other safe, convenient locations. Facilities must include clear signage directing motorists where to go for reinspection of specific types of failures.

In addition, these positions shall include the ability to issue collector vehicle stickers and replacement stickers. These special functions shall be limited to the station manager and/or other staff that are specifically authorized. These functions shall be included in either the reinspection position or be separately implemented. These reinspection positions and special functions may be implemented using wireless connectivity.

3.5.4 ACCEPTANCE OF INSPECTION FACILITIES AND LANES

Within 12 months after the Contract Start Date, the contractor shall deploy the new equipment and software for beta testing. A production beta test shall be performed at one CIF to be determined by the State. During the beta test period, wait time penalties shall not apply. The new inspection equipment shall be activated in one lane and customer vehicles shall be tested. The lane processes shall be monitored to ensure that the lane can accommodate a regular flow of customer vehicles and to demonstrate to the State's satisfaction that the inspection lane and equipment meet the following requirements:

- The retrofit/construction of the inspection lane has been completed in accordance with the plans, drawings, and specifications developed by the contractor and approved by the State Contract Manager
- Inspection, IT and other equipment and items required by the contract have been properly installed in the inspection lane and conform to the then-current Acceptance Test Protocol (ATP).

This one-lane test shall run for a minimum of two days or until the State accepts the lane test results. The beta test shall then be expanded to the entire facility. The facility and lane processes shall be monitored to ensure that the each lane and the entire facility can accommodate a regular flow of customer vehicles and to demonstrate to the State's satisfaction that the inspection lane and equipment meet the following requirements:

- The retrofit/construction of each inspection lane and other facility equipment has been completed in accordance with the plans, drawings, and specifications developed by the contractor and approved by the State Contract Manager
- The wait time system is operational for the entire facility
- Inspection, IT and other equipment and items required by the contract have been properly installed in the inspection lane and conform to the then-current Acceptance Test Protocol (ATP)
- Each inspection lane, when operating as part of the whole system, is capable of operating in conformity with the performance standards and criteria set forth in the contract

The facility beta test shall run for five days or more until the State accepts the facility test results. Once the beta test is complete, the contractor shall implement the new equipment in all the CIFs according to the agreed upon schedule.

The State must accept each retrofitted inspection lane before it may be utilized for official inspections. The State shall perform the acceptance inspection within two weeks from notification that the inspection lane is ready.

Within 14 months after the Contract Start Date, the contractor shall deploy the inspection equipment to all CIFs and demonstrate to the State's satisfaction that each CIF meets the above requirements.

3.5.5 TRAINING ON NEW PROGRAM EQUIPMENT AND VIIS

The contractor shall develop a training program for both its own employees and for State employees. The training program shall be tailored to each type of function (i.e., inspector, auditor, manager, analyst). The contractor must:

- Prepare the training program curricula
- Prepare and provide all training materials
- Produce evaluation materials for all training sessions

The training program shall consist of instructor led, hands-on classroom training led by the contractor. All training materials shall be owned by the State. The State shall review and approve all training materials.

The contractor shall update its Employee Training Plan, and upon approval by the State Contract Manager, implement the plan to ensure that all employees receive the necessary training on the operation of the new inspection equipment and VIIS. The contractor shall maintain documentation of successful completion of the approved inspection training program.

The contractor shall train approximately 80 of MVC's and approximately 20 of DEP's designated staff in the operation of all inspection equipment, system reporting and software.

3.6 OPERATION OF CIFS UNDER NEW PROGRAM

As the State accepts each CIF for the new program, the contractor shall operate the CIF under the new program requirements. The contractor shall conduct all activities specified in Section 3.3, using the new VIIS developed under Section 3.4 and the new inspection equipment installed under Section 3.5. The contractor shall be responsible for all costs associated with the operation, maintenance, and repair of the new centralized inspection program, including operation and maintenance of the VIIS.

The contractor shall also operate a wait time system at Winslow, and update the Inspection Equipment Maintenance Plan to include all equipment supplied by the contractor.

In addition, the contractor shall update all plans required under Section 3.3.

3.7 SPECIALTY INSPECTION FACILITIES

The three (3) SIFs are located at Asbury Park, Winslow and Morristown. These sites have equipment which is identical to the CIFs, including all safety (heavy duty brake tester) and emission equipment. All SIF operations will continue to be performed by the State. The contractor shall not operate the SIFs.

Since these sites currently have equipment which is identical to the equipment at the CIFs, the contractor shall meet the requirements of Section 3.3 with respect to maintenance and repair of SIF inspection equipment. The SIFs have additional specialty safety equipment that is maintained by the State. The contractor shall not be required to maintain the equipment used to perform specialty inspections under this contract, however, the contractor shall maintain the safety equipment required for inspections.

The contractor shall not repair and maintain the SIF facilities, buildings, or grounds (except as described in Appendix F for the grounds at the shared facility at Winslow).

The contractor shall retrofit the three SIFs with equipment to meet the requirements of the new program. The Contractor shall provide equipment to these sites with the required new emission test equipment identical to the CIFs in Section 3.5 and its subsections. The contractor shall include the SIFs in its Facility Retrofit Plan required under Section 3.5.1.

3.8 PRIVATE DECENTRALIZED FACILITIES

Private decentralized facilities include PIFs and DEICs. The contractor shall assist the State in updating and transitioning the decentralized system comprised of independently owned test-and-repair facilities.

Within one month after the Contract Start Date, the contractor must submit a PIF and DEIC Support Plan to the State Contract Manager for review and approval. The contractor shall describe the method for supplying emission inspection equipment, connectivity to the VID, and a maintenance program for all emission inspection equipment. The contractor shall provide PIFs and DEICs with equipment as specified in Table 5 in Section 3.11. The plan shall include a schedule for completing the installation of the new emission inspection equipment at the PIFs and DEICs. The plan may also describe the method for providing optional services such as providing repair technician training, inspector training, assisting with private facility recruitment,

assisting with the development of quality assurance programs, and providing diagnostic and repair information and assistance. The contractor may optionally provide internet connectivity for PIFs and DEICs by offering dial-up, broadband, and wireless.

The contractor shall develop and implement methods, subject to State approval, for resolving disputes between the contractor and the private facilities.

The contractor shall include a schedule in the PIF and DEIC Support Plan for transitioning to the new program. The State will impose a moratorium with the release of this RFP on accepting new PIFs and DEICs into the program. Once all existing PIFs and DEICs have transitioned to the new program, the State will accept new PIFs and DEICs into the program.

3.8.1 PIF/DEIC EQUIPMENT AND TRANSITION TO NEW PROGRAM

The inspection equipment currently installed at PIFs and DEICs is privately owned. The contractor shall have no responsibility with respect to the current PIF and DEIC equipment except where legacy smokemeter support is required. The contractor shall not be responsible for removing or disposing of analyzers, dynamometers and associated equipment at PIFs and DEICs. However, the contractor may offer such services at a direct cost to the PIFs and DEICs.

Prior to the installation of the new inspection equipment, the contractor shall complete testing of the equipment using its approved acceptance test procedures. The acceptance test procedures shall include a functional performance test, calibration tests of equipment, testing of the communications system to demonstrate successful communication with the VID, and testing of the data security controls to prevent unauthorized access.

The contractor shall install new emission inspection equipment at the PIFs and DEICs as specified in Section 3.11 of this RFP. The contractor shall install equipment and software necessary to ensure that all PIFs and DEICs have data connectivity and are capable of submitting data to the VID in accordance with the requirements of this RFP.

The inspection equipment shall include technology such as a biometric scan device to authenticate the inspectors to the system.

The contractor shall provide start-up assistance to the private facilities. Start-up assistance shall include training on the operation of the new emissions equipment, new emission testing procedures, and new VIIS procedures.

Within 18 months after the Contract Start Date, the contractor shall complete the rollout and activation of new inspection equipment to all PIFs and DEICs that were already licensed and chose to participate in the new program.

3.8.2 NEW PIF/DEIC EQUIPMENT MAINTENANCE AND REPAIR

The contractor shall maintain and repair all emission inspection equipment supplied to PIFs and DEICs. The contractor shall update its Inspection Equipment Maintenance Plan and schedule to include PIFs and DEICs and submit the updated plan to the State Contract Manager for review and approval.

- The contractor shall provide for service to check operation and perform infrequent types of

recalibrations, clean sample systems and any other preventive maintenance as recommended by the contractor or required by the manufacturer of the equipment.

- The contractor shall be responsible for supplying all normal consumables such as sample system filters, printer toner or ink, calibration gases, zero air, calibrated neutral density optical filters (for smokemeters), calibrated flow rate pass/fail gas caps and any other normal supplies used for performing inspections with the supplied equipment.
- The contractor shall maintain and repair computer equipment and software as needed to communicate with the VID.

Each PIF or DEIC will be responsible for routine maintenance such as changing filters, replacing toner and paper, changing calibration gas and zero gas bottles, and performing regular calibrations as necessary (daily and 72-hour calibrations).

The contractor shall operate a help desk/hotline to answer questions from the private facilities during business hours related to operation and maintenance of equipment, data transfer, and billing schedules.

In the event of an equipment breakdown or malfunction, the contractor shall provide timely repairs and spare parts in accordance with the service response time:

- Calls indicating a service or maintenance problem that are received during business hours, must be returned within two hours. Calls received after business hours shall be returned on the next business day.
- The contractor shall dispatch a repair technician to the site to determine the problem and recommend a solution within one (1) business day of receipt of the call.
- The contractor shall complete repairs within three (3) business days after conducting the site visit.

3.8.3 PIF/DEIC PAYMENT STRUCTURE

The PIFs and DEICs must use emission test equipment that is provided and maintained by the contractor. The contractor must describe in detail the manner in which the emission equipment and its maintenance will be provided, along with the fees for this service.

PIFs and DEICs will pay to the contractor fees that will reimburse the contractor for the cost of the inspection transactions, emissions equipment, and emission equipment maintenance.

The contractor may distribute fees to be charged for equipment, equipment maintenance, and inspection transactions over these categories:

1. One-time installation fee for equipment and activation
2. Monthly fee
3. Per inspection fee

Any or all of these fees may be included in the pricing. Note that the "per inspection" fee is based on the number of completed inspections, not the number of individual transactions. There shall be no costs to the State for emission equipment, emission equipment maintenance

or inspection transactions between the contractor and the private facilities. All costs associated with these items shall be paid directly by the private facilities.

The fees for any of the other optional services the contractor provides to the PIFs and DEICs are not part of this RFP and can be negotiated with individual facilities. There shall be no costs to the State for any of the optional services. All costs associated with the provision of any optional services will be paid directly by the PIFs and DEICs.

The contractor shall bill and collect of any fees charged to the PIFs and DEICs.

The contractor's billing system and all related documents and communications must be open to State inspection and the contractor must cooperate with the State so that the State can properly perform any such audits.

The contractor may lock out the inspection equipment at any PIF or DEIC that is more than 90 days behind in paying the contractor's charges. The contractor shall not refuse to accept completed test results from private facilities for any reason.

3.9 EMISSION REPAIR FACILITIES

The contractor shall provide a web portal to allow ERFs to submit repair data to the VIIS in accordance with Section 3.13. The contractor is not responsible for providing any equipment to ERFs to facilitate repair data entry.

3.10 STATE OPERATED MOBILE FACILITIES

Mobile inspections include school bus inspections, commercial bus inspections, enhanced roadside inspections conducted by MITs, and diesel roadside inspections. The contractor shall supply, maintain and repair the equipment supplied as specified in this RFP.

The contractor shall include the State-operated mobile facilities in its Inspection Equipment Maintenance Plan and schedule to the State Contract Manager for review and approval. Repairs or preventive maintenance shall be performed at either the Morristown, Asbury Park, or Winslow specialty sites or the DEP Technology Center in Ewing, NJ.

Prior to the installation of the new inspection equipment to the State, the contractor shall complete testing the equipment using its approved acceptance test procedures. The acceptance test procedures shall include a functional performance test, calibration tests of equipment, testing of the communications system to demonstrate successful communication with the VID, and testing of the data security controls to prevent unauthorized access.

The inspection equipment shall include technology such as a biometric scan device to authenticate the inspectors to the system.

Within 14 months after the Contract Start Date, the contractor shall complete the rollout and activation of new inspection equipment.

The contractor shall provide to the State one fully-configured stationary test platform and one fully-configured mobile test platform. The contractor must maintain, and supply all consumables for, this equipment for the duration of the contract. If either of these equipment configurations requires substantial upgrade or modification, the contractor shall supply an additional unit at no

cost to the State for the purpose of testing the upgrades while still maintaining the original configuration for as long as the original configuration is still in use for official inspections. When the original configuration is completely supplanted by the newer configuration, then the contractor may repossess the additional unit.

The contractor shall supply DEP with four (4) complete notebook computers for retrieving, reporting and analyzing data. The computers shall be of the most current configuration available and conform to the following minimum specifications:

- Microsoft Windows Vista Business or more current applicable Windows operating system
- Latest version of Microsoft Office Professional
- Any software or special applications required for reporting or VID/VIIS access
- 120 VAC power supply and carrying case
- Screen size of 14 inches or larger
- Two Gigabytes or more of RAM
- Connectivity via internal modem, Gigabit network interface and WiFi
- Optical drive to read and write CDs and DVDs
- 100 Gigabytes or larger hard drive
- 4 USB ports

3.11 NEW PROGRAM EMISSION TESTING PROCEDURES AND STANDARDS

3.11.1 PROCEDURES FOR GASOLINE EMISSION TESTS

The new inspection program includes LDGVs, LDGTs, and HDGVs. The vehicle types are defined in regulation at N.J.A.C. 7:27-15.1 for gasoline vehicles.

The new inspection requirements for gasoline-fueled vehicles have not yet been proposed in rule and might be subject to change prior to adoption. The new emission test components are:

- Visible smoke test
- OBD or exhaust emission test
- Emission control apparatus compliance examination (i.e., visual catalytic converter check)
- Gas cap test.

3.11.1.1 GENERAL INSTRUCTIONS

General instructions for all emissions tests are prescribed at N.J.A.C. 7:27B-5.2. These general instructions ensure that the vehicle is tested in as-received condition, is properly warmed up, is not overheating, has accessories turned off, is tested using equipment calibrated in accordance with applicable specifications, determination of dual exhaust has been made and tailpipe probe(s) properly inserted. The general instructions also reference the applicable specifications for approved equipment authorized for official testing.

3.11.1.2 VISIBLE SMOKE TESTS

Procedures for the visible smoke test are at N.J.A.C. 7:27B-5.3(a) and the standards are at N.J.A.C. 7:27-15.6(a). A vehicle shall not emit any visible smoke for more than three consecutive seconds during the test. All gasoline vehicles receive a visible smoke test.

3.11.1.3 EMISSION TESTS

The OBD test applies to model year 1996 and newer light duty vehicles. The OBD tests shall be conducted in accordance with the test procedures at N.J.A.C. 7:27B-5.7 and at N.J.A.C. 7:27-15.6(b). Model year 1996 and newer vehicles not OBD-eligible will be subject to a TSI test.

The TSI test applies to model year 1981 through 1995 LDGVs and LDGTs. The TSI test shall be conducted in accordance with the procedures at 40CFR Part 51, Appendix B to Subpart S (II) and standards in accordance with 40CFR Part 51, Appendix C to Subpart S.

The idle test applies to model year 1980 and older LDGVs and LDGTs and all HDGVs. The idle test shall be conducted in accordance with the test procedures at N.J.A.C. 7:27B-5.3(b) and standards at N.J.A.C. 7:27-15.6(b) Table 1.

3.11.1.4 EMISSION CONTROL APPARATUS COMPLIANCE EXAMINATION

This procedure is basically a visual check for the presence of an appropriate and properly installed catalytic converter on those vehicles required to be so equipped, as specified at N.J.A.C. 7:27-15.6(c). The procedures are at N.J.A.C. 7:27B-5.6. By specification, the inspector is only prompted to perform this check on 1975 and newer model year vehicles.

3.11.1.5 GAS CAP TEST

The gas cap test is generally applicable to 1971 and newer model year vehicles that have sealed evaporative controls systems. Procedures and standards are at N.J.A.C. 7:27B-5.8, which references the USEPA guidance on this subject matter.

3.11.2 PROCEDURES FOR NEW DIESEL EMISSION TESTS

The new inspection program shall include emission tests of LDDVs. The vehicle types are defined in regulation at N.J.A.C. 7:27-14.1 for diesel vehicles.

Emission tests for LDDVs shall consist of a subset of the tests for gasoline vehicles. For the purpose of this RFP, reference is made to the applicable regulations for test procedures and standards for gasoline vehicles although the intent is to codify similar regulations for diesel vehicles. These regulatory changes have not yet been proposed and might be subject to change prior to adoption.

3.11.2.1 GENERAL INSTRUCTIONS

General instructions for all emissions tests are prescribed at N.J.A.C. 7:27B-5.2. These general instructions ensure that the vehicle is tested in as-received condition, is properly warmed up, is not overheating, has accessories turned off, and is tested using equipment calibrated in accordance with applicable specifications. The general instructions also reference the applicable specifications for approved equipment authorized for official testing.

3.11.2.2 VISIBLE SMOKE TESTS

Procedures for the visible smoke test are at N.J.A.C. 7:27B-5.3(a) and the standards are at N.J.A.C. 7:27-15.6(a). A vehicle shall not emit any visible smoke for more than three consecutive seconds during the test. All vehicles receive a visible smoke test.

3.11.2.3 EMISSION TESTS

The OBD test applies to model year 1997 and newer LDDVs. Note the difference in model year applicability from gasoline vehicles (1996 and newer). The OBD tests shall be conducted in accordance with the test procedures at N.J.A.C. 7:27B-5.7 and at N.J.A.C. 7:27-15.6(b).

3.11.3 NEW EMISSIONS EQUIPMENT

The emissions inspection equipment must be designed to conduct all emission tests as required by regulation and this RFP. These tests include: exhaust gas test (idle and TSI), OBD test, gas cap test, visible smoke test, smoke opacity test, and visual examination. All applicable emission test procedures and standards that the contractor will be required to perform at the CIFs are included in the RFP in Sections 3.11.1 and 3.11.2. The same emission test procedures and standards will apply to LDGVs, LDGTs, HDGVs, and LDDVs when inspected at PIFs. In addition, the contractor must supply equipment to facilities that perform smoke opacity inspections on HDDVs, including trucks, school buses and commercial buses. The applicable test procedures and standards for HDDVs may be found at N.J.A.C. 7:27:14 and 7:27B-4.

Both the centralized and decentralized inspection equipment must be modular in nature. This modularity applies to hardware and software. The State requires the flexibility to add and delete individual test procedures and change pass/fail standards at any time. The emission inspection equipment shall be driven by inspection rules provided from the VIIS. The inspection rules shall determine what tests a vehicle is subject to, what standards apply and in what order the test procedures must be performed. Each test procedure and its associated peripheral instrument (e.g., OBD test, gas cap, TSI test, smoke opacity test, etc.) must be separate and modular so as to be additive or severable from the equipment configuration. The emissions equipment software must be integrated with the required safety inspections. Any safety inspections performed using this equipment must also be modular and driven by inspection rules provided from the VIIS.

In the case of decentralized and mobile equipment, one inspection console shall be used to conduct all the safety and emissions tests. In a centralized environment, the inspection components may be spread through each facility or lane to various positions. The decentralized equipment must function in a stand-alone fashion, whereas the centralized equipment may be represented by multiple pieces of networked equipment. With the different system architectures in mind, the centralized and decentralized equipment is specified separately.

After contract award, the contractor shall work with the State to jointly develop detailed equipment specifications that satisfy the testing requirements. The contractor must demonstrate to the satisfaction of the State that all equipment supplied meets or exceeds relevant BAR-97 specifications (BAR-97 Revised EIS Specifications, December 2002) and USEPA specifications (40CFR §85.2225, §85.2231, §85.2233). In the event of a conflict between BAR and USEPA specifications, the more stringent criteria will be applied. This demonstration may be in the form of component approval supplied by instrument manufacturers or acceptance testing performed

by the contractor. The State reserves the right to subject all equipment to applicable acceptance test procedures as defined by BAR and the USEPA and also to observe acceptance testing performed by the contractor.

3.11.3.1 NEW EMISSIONS EQUIPMENT FOR CENTRALIZED FACILITIES

The State will permit the contractor to exercise flexibility in designing centralized facility equipment, given that it must be customized to operate in a high throughput environment under harsh conditions. However, the contractor must demonstrate to the satisfaction of the State that the equipment meets certain minimum requirements for analytical accuracy, repeatability, response time, durability and other critical parameters as defined by BAR and the USEPA specifications.

The emissions inspection equipment used at centralized facilities shall, at a minimum, meet BAR-97 revised specifications dated December 2002, with regard to the following sections:

- 2.2.4 Capability To Access OBD Fault Codes
- 2.2.5 Analyzer Compatibility
- 2.2.6 Testing Throughput Capability
- 2.4 Exhaust Gas Analysis Equipment for the EIS (with exceptions: nitric oxide measurement not required; gas calibration frequency may be more frequent than every 72 hours)
- 2.7 Bar Code Scanner (with exceptions: must also read PDF417 2D barcodes)
- 2.8 Fuel Cap Tester
- 2.9 Engine RPM Detection
- 2.10 Testing Heavy-Duty Gasoline-Powered Vehicles
- 2.11 Dual Exhaust

3.11.3.2 NEW EMISSIONS EQUIPMENT FOR DECENTRALIZED AND MOBILE FACILITIES

The contractor shall supply all equipment and software used for official emissions inspections at all types of decentralized and mobile facilities. The decentralized and mobile operations include: PIFs, DEICs, Diesel Roadside Inspections, Enhanced Roadside Inspections, School Bus Inspections and Commercial Bus Inspections.

The equipment available for the decentralized and mobile facilities shall be modular in nature and based around a common computer/software platform. The minimum base configuration would be the inspection software with a PC, printer and bar code scanner. The peripheral inspection instruments added to the base configuration include:

1. OBD scantool
2. gas cap tester
3. gas analyzer
4. smokemeter

The base configuration shall be designed to accommodate all of the peripheral instruments connected simultaneously and the contractor must demonstrate successful operation in this manner. The base configuration and software shall be designed such that peripheral instruments may be added or subtracted at any time during the program and it must be able to be reconfigured in the field by a service technician.

Base Configuration, OBD Scantool, Gas Cap Tester and Exhaust Gas Analyzer

The contractor shall supply two different base configurations: 1) a stationary base unit and 2) a mobile base unit.

1. The stationary base unit shall be based on a desktop PC with a rolling cart or cabinet.
 - a. The stationary unit shall be powered from one 120 VAC outlet.
 - b. The stationary unit shall not require compressed air hookup.
 - c. The stationary unit shall be self contained and have all materials for normal operation and calibration on board.
 - d. The PC must include a modem for dial-up ISP access, a LAN port and WiFi (minimum 802.11b).
2. The mobile base unit shall be based on a tablet PC with supplied case.
 - a. The tablet PC shall include both a 120 VAC power supply and a 12 VDC power supply with standard cigarette lighter plug.
 - b. The internal battery must be capable of powering the tablet PC for at least one full hour of inspection operation.
 - c. The tablet PC must include a modem for dial-up ISP access, a LAN port and WiFi (minimum 802.11b).
 - d. The tablet PC must be capable of adding wireless access such as an "AirCard" or equivalent.

While the stationary unit must contain and store all the peripheral instruments in or on the cart or cabinet, the mobile unit will require a more innovative solution. The mobile unit must be designed for portability. Depending on the peripheral instruments installed with each mobile unit, the system could be contained in a shoulder bag, backpack, rolling case, compact luggage cart or other portable and durable solution. The mobile unit and its peripherals must be easily loaded and unloaded by one person from a vehicle and carried or wheeled over to a vehicle for inspection. The contractor shall consider the use of wireless connections between the tablet PC and peripheral instruments to the greatest extent possible to minimize cable clutter. The inspection equipment used by the MITs, diesel roadside teams, commercial bus teams, and school bus teams must have wireless capability.

The emissions inspection equipment used at decentralized and mobile facilities shall, at a minimum, meet BAR-97 revised specifications dated December 2002, with regard to the following sections:

- 2.2 General Requirements (as applicable)
- 2.3 Computers & Peripheral Requirements (as applicable)
- 2.4 Exhaust Gas Analysis Equipment for the EIS (with exceptions: nitric oxide measurement not required)
- 2.7 Bar Code Scanner (must also read PDF417 barcodes)
- 2.8 Fuel Cap Tester
- 2.9 Engine RPM Detection
- 2.10 Testing Heavy-Duty Gasoline-Powered Vehicles
- 2.11 Dual Exhaust

Smokemeters

The smokemeter provided by the contractor must conform to the specifications at N.J.A.C. 7:27B-4.6. The contractor may elect to provide and adapt any of the smokemeters already approved by the State and currently supported by the smokemeter manufacturer or develop a new smokemeter for this application and seek State approval. The smokemeter must interface electronically with both the stationary and mobile base units, communicate all relevant data to the base unit, and coexist simultaneously with all the other peripheral devices (e.g., gas cap tester, gas analyzer and OBD scantool). Given the nature of testing HDDVs, the smokemeter must be able to perform test functions and record data while disconnected from the host system and then “docked”, or communicate wirelessly, to download test data.

Support for Legacy Smokemeters

The contractor will not be required to service or maintain legacy smokemeters already in use at DEICs. If the contractor elects to provide any of the smokemeters currently approved by the State and currently supported by the smokemeter manufacturer, then the contractor must provide legacy support for identical smokemeters already deployed at DEICs. This legacy support only extends to supporting an electronic interface between the smokemeter and the base unit provided by the contractor. Any service or maintenance of smokemeters previously owned by DEICs is the responsibility of those DEICs. Any smokemeters provided to DEICs by the contractor must be fully supported with service and maintenance.

Decentralized and Mobile Equipment Configurations

Each type of decentralized and mobile facility will require a different selection of base unit and peripheral instruments as outlined in the Table 6. For some facility types, some equipment will be optional. For example, some PIFs will be OBD-only and some may elect to have the ability to perform tailpipe tests. In this example, the demand for the add-on gas analyzer will be determined entirely by the PIF market and not directly influenced by the State. Using Commercial Bus Inspections as another example, the State requires 20 of the 40 total units delivered to include the gas analyzer and gas cap tester add-ons.

Table 6 – Decentralized and Mobile Equipment Configurations

PIF*	Stationary base unit ¹	Add-ons (# of units market driven)
Number of units market driven	Barcode scanner	Gas analyzer
	Printer	Smokemeter (for PIFs that are also DEICs)
	Gas cap tester	
	OBD scantool	
DEIC	Mobile base unit ² or Stationary base unit	Add-ons (# of units market driven)
Number of units market driven	Barcode scanner	OBD scantool
	Printer	Gas analyzer (stationary unit only)
	Smokemeter	Gas cap tester (stationary unit only)
Diesel Roadside	Mobile base unit	Add-ons
10 units	Barcode scanner	OBD scantool
	Printer	
	Smokemeter	

Enhanced Roadside (MIT)	Mobile base unit	Add-ons
9 units	Barcode scanner	None - all units identical
	Printer	
	OBD scantool	
	Gas analyzer	
	Gas cap tester	
School Bus	Mobile base unit	Add-ons
24 units	Barcode scanner	None - all units identical
+1 unit for DEP	Printer	
25 units Total	OBD scantool	
	Smokemeter	
	Gas analyzer	
	gas cap tester	
Commercial Bus	Mobile base unit	Add-ons (required on 20 of 40 units)
40 units	Barcode scanner	Gas analyzer (20 units)
	Printer	Gas cap tester (20 units)
	OBD scantool	
	Smokemeter	
DEP Stationary Unit	Stationary base unit	Add-ons
1 unit	Barcode scanner	None - all units identical
	Printer	
	OBD scantool	
	Smokemeter	
	Gas analyzer	
	Gas cap tester	

¹ Stationary Base Unit – desktop PC with cart/cabinet.

² Mobile Base Unit – tablet PC.

* Note: DEICs will not be permitted to use mobile base units to inspect vehicles with a GVWR less than 8500 pounds. PIFs will not be permitted to use mobile base units, i.e., no mobile PIFs. Facilities with both a PIF and DEIC license with requirements to inspect light and heavy duty gasoline and diesel vehicles must purchase a stationary base unit with a smokemeter.

3.12 NEW PROGRAM SAFETY TESTING PROCEDURES AND STANDARDS

All safety and credential items must be inspected in accordance with N.J.A.C. 13:20-32 et seq.

3.12.1 BRAKE TESTING

The brake tester shall be of the “drive-on and stop” type, and must be capable of quickly and accurately measuring and recording the brake effort of a motor vehicle’s actual stopping conditions. A brake dynamometer will not be sufficient. The vehicle weighing mechanism shall be placed in a location such that “backing up” the vehicle is not required during the brake test process.

Side to side brake balance for each axle, front to rear brake balance, vehicle deceleration, vehicle weight, parking brake balance and deceleration, and minimum and maximum vehicle test speed must be tested.

The video monitor and computer shall be mounted so that the information displayed can be read by a person sitting in the driver's seat of the vehicle being tested. A protective enclosure, which can be locked, shall be provided for the video monitor and computer to prevent vandalism and also to minimize exposure to the elements when the brake tester is not in use.

The brake tester shall be equipped with a programmable computer. The contractor shall be responsible for ensuring that the brake testing equipment has the most current software. The contractor shall be responsible for procuring software updates as the manufacturer makes the updates available. The brake test computer shall interface with a computer system for data collection and storage, and shall be connected to a printer using standard plugs, sockets and cables. The computer shall be equipped with a numerical keyboard which can be used for data entry purposes.

When a vehicle is driven onto the brake tester and stopped, the following information shall be displayed on a video monitor.

- Total braking effort in pounds.
- Percentage of braking effort developed by the front axle.
- Percentage of braking effort developed by rear axle.
- The difference in percentage of braking effort developed by the left and right wheels on the rear axle.
- Brake efficiency (total braking effort in pounds divided by weight of vehicle in pounds)
- Curves depicting the amplitude and duration of the braking force generated by each wheel. A different color shall be used for each of four wheels.
- A pass-fail indicator which automatically compares the braking effort recorded with the legal standard.

Each motorist whose vehicle fails the brake inspection will be given a printout of the results. The printout must show numerically and graphically the braking force for each wheel. The printout must also graphically demonstrate the side-to-side brake balance of each wheel and overall brake deceleration. This document is independent of the VIR.

There is at least one heavy-duty brake tester at each centralized facility. All new heavy-duty brake tester shall be designed to adequately withstand the stresses involved in a continuous, production line style of motor vehicle testing, and shall have a maximum vehicle drive-over weight capacity of no fewer than 44,000 pounds per axle. (Tandem axles are considered to be one axle). The heavy duty brake tester shall be able to test vehicles up to 40,000 pounds and shall be equipped with a total of four (4) wheel testing plates. The wheel testing plates shall be positioned so that one plate is used for each front wheel and each rear wheel of the vehicle being tested. The maximum vehicle wheelbase capacity for the single stop test shall not be less than 318 inches. Other specifications include:

- The top surface of each wheel testing plate shall be equipped with a skid resistant surface.
- The entire surface of each wheel testing plate shall be coated with corrosion resistant finish.
- A metal frame must support the wheel testing plates. The metal frame shall be designed so that it can be easily mounted on a level concrete surface, or, if mounted in concrete, it would appear to be a level testing surface.

- The frame assembly must be designed to accommodate a floor drain under each wheel testing plate location.
- The entire package of metal frame shall be coated with corrosion resistant finish.
- Strain gauge transducers must measure the braking effort of each wheel. The measurement range of the transducers shall be from 0 to 10,000 pounds per wheel. The resolution of the transducers shall be no more than 10 pounds.
- The measurement range of the brake tester shall be from 0 to 40,000 pounds total braking effort. The resolution of the brake tester shall be no more than 10 pounds per wheel. The accuracy of the brake tester shall be ½ per cent of the maximum measuring range.
- A means for readily testing and adjusting the accuracy of each individual wheel testing plate and its associated circuitry.
- Operation without damage, and within specified calibration limits in ambient air temperatures, ranging from 0 to 100 degrees Fahrenheit while exposed to direct sunlight.
- The electronic circuitry shall be on modular, plug in type construction, for ease of servicing.
- The interval of time, from the instant the vehicle being tested is stopped on the wheel testing plates and the information required is displayed on the video monitor, until the brake testing machine is ready for another test, shall not exceed 75 seconds.

3.12.2 SAFETY INSPECTION EQUIPMENT AND LIFTS

The State currently uses two types of tests to inspect the steering and suspension. In the heavy duty lanes (lanes that inspect vehicles over 8,500 pounds GVWR), vehicles are lifted with an in-ground lift to have its steering and suspension components inspected. In the light duty lanes the steering is inspected with an electronic target test and suspension adhesion test. The State requires the contractor to replace the steering target and suspension adhesion tests with pneumatic in-ground lifts in all 125 inspection lanes.

3.13 VEHICLE INSPECTION INFORMATION SYSTEM (VIIS)

3.13.1 VIIS OVERVIEW

The critical information technology components that support the Enhanced I/M Program can be collectively referred to as the Vehicle Inspection Information System (VIIS). The main components of the VIIS are:

- Inspection equipment is used at centralized and decentralized inspection facilities.
- Inspection software manages the inspection equipment and processes, generates the VIR, prepares inspection transactions, communicates with the VID, and performs other functions.
- The VID houses vehicle data, inspection results, repair information, and other information required to support the inspection process, such as reference tables and inspection rules.
- The VID data warehouse stores key VID data in a format optimized to support State data analysis, program monitoring and analysis, and reporting activities.
- Users include State users at OIT, MVC, and DEP; inspection facility personnel, and external

users [e.g., the general public and emissions repair facilities (ERFs)].

The NJ Inspection Data Exchange (NJ IDE) manages communications and transfer of data, information, and software between the inspection equipment, VID, other State databases, and other VIIS components. The communications protocols provide real-time data exchange between inspection facilities, repair facilities, State users, and others.

3.13.2 VIIS ACCESS, HARDWARE AND ARCHITECTURE

The contractor shall provide the infrastructure and host, operate, and maintain all aspects of the VIIS. The data warehouse shall be housed at a State facility to be identified after contract award.

The contractor shall provide VIIS access via a secure IP-based network with built-in redundancy and high availability.

The communications shall use XML-based transactions and XML Schema in a web services solution using industry best practices equivalent to those formulated by the World Wide Web Consortium (see www.w3.org).

The inspection equipment must perform inspections with or without VID connectivity.

The contractor must provide a VIIS solution consistent with the State's Shared IT Architecture, Version 2.4.1, February 2007. See http://www.nj.gov/it/ps/it_architecture.pdf for more details.

3.13.3 VIIS ENVIRONMENTS

The contractor must provide the following environments to support the VIIS:

- A development environment for software development and unit testing.
- A test environment for integration and acceptance testing that interfaces with the MVC/OIT test environment. The test environment must have all the capabilities of the production environment.
- A production environment for the operation of all VIIS functionality that interfaces with the MVC/OIT production environment. The production environment must be physically separate from all other environments.
- A training environment to support training of State staff and inspectors on the use of the VIIS and VIIS operations.
- State personnel must have read/write access to the test environment for acceptance and pre-production testing. This includes ad hoc query capability.
- State personnel must have direct access to the VID production database and the data warehouse.

3.13.4 DATABASES

The VIIS databases are the repositories for mission critical data. These data are used by various State personnel to support day-to-day operations as well as to produce required reporting to State and Federal agencies.

3.13.4.1 ALL VIIS DATABASES

The contractor must meet, at a minimum, the requirements below for all VIIS databases:

- Each record in every table in all VIIS databases must include fields for record management and audit trail purposes.
- Data shall be archived according to rules developed with the State.
- The databases shall include a data elements table that defines database fields, corresponding XML tags used across all schemas, corresponding bar code parameters, data types, etc.
- All timestamps shall be stored in GMT-05, US Eastern Time.

3.13.4.2 VID

The VID is the backbone of VIIS; VIIS cannot be considered fully functional if the VID is not accessible. The use of existing VID technology with customization for New Jersey is permissible; however, in developing the VID and proposing an appropriate architecture, the VID must meet the following requirements:

Transactional VID

- Must be a single data store for all transactional inspection data.
- Must store transactions as they occur, in real-time, with no longer than a five second delay.
- Must store invalid transaction records (i.e., records that do not conform to valid XML schema and/or do not match database constraints).
- Appendix L provides record layouts for the legacy transaction data. The final required data elements shall be determined by the contractor, and approved by the State, during the detail design phase.

Inspection Results

- Must store data so that all information for a particular inspection can be retrieved. Credential check results, safety test results, and emissions test results shall be stored so they may be retrieved separately.
- Must calculate and store, within five minutes of the original transaction, certain data elements that are not in the inspection results transaction. These items include, but are not limited to, the determination of cycle test type (i.e., initial inspection of a cycle, a retest, an off-cycle inspection, etc.) and billing information for each inspection. The final list of calculated data elements shall be determined by the contractor, and approved by the State, during the detail design phase.
- Must allow State personnel to retrieve inspection data from the VID using ad hoc queries within five minutes of the transaction being accepted by the VID. These queries shall not adversely impact the response time of the VID transactional processes.

Vehicle Data

- Must include tables to store the most current data for a vehicle [e.g., vehicle identification number (VIN), year, make, model, etc.] as well as previous ("AKA") data for historical purposes. The VID shall allow for VIN corrections and still keep a vehicle's inspection history intact.
- Must include a VIN Cross Reference table and associated processes (VIN Xref). The VIN Xref shall store a unique identifier, the vehicle VIN, the document VIN, and the eVIN so that

inspection data can be matched to legacy data and MVC/OIT data.

- Must not load vehicle data to the inspection equipment, but shall be used only by the VID for reference in creating transactions.

Vehicle Reference Table (VRT)

- Must include a VRT with the data elements needed to identify the vehicle so the correct emissions and safety tests are performed, and the right parameters are used for emissions testing. The new VRT shall be loaded onto the new inspection equipment and the VID.

Vehicle Compliance Data

- Must record and retain vehicle compliance data that support the creation of historic reports of compliance, such as those presented in the USEPA Annual Report, as well as projections of future inspection volumes. Along with overall compliance, the data shall include compliance with individual tests and track the number of tests that were needed to become compliant with each test.

Inspection Rules

- Must include rules that determine the specific tests to be performed. The inspection rules shall be generated by a rules engine or other method proposed by the contractor, and shall be based on the vehicle information and inspection facility type.

Other Data Requirements

- Must include additional VID data requirements as listed in Table 7.

Table 7 – Additional Required VID Tables

Table Type	Description
Calibration Data	The VID must accept and store calibration data from TSI emission test equipment, gas cap testers, and smokemeters.
Covert Data	The VID must store information about the covert vehicle fleet and mark inspections performed on these vehicles as covert inspections.
Document Metadata	The VIIS must include any tables required to support storage and searching of documents and document metadata.
Entity/License Certificate Data	<p>The VID shall include a real-time link to the MVC/OIT Business Licensing System (BLS). This link shall be used to retrieve a subset of data that relates to the licensing and certification of the various entities in the I/M Program. These entities include but are not limited to:</p> <ul style="list-style-type: none"> • Inspection facilities (e.g., PIFs, CIFs, DEICs, MITs, etc.) • Emission inspectors • ERFs and • ERTs <p>In addition to the license and certification data, inspector assignment data must be stored in the VID.</p>
Reference Data	The VID must include reference tables (i.e., lookup tables) to store codes needed for efficient operation of the VIIS. The tables must be structured to maintain a history and audit trail of any changes. Examples of the reference data are provided in Appendix M. Actual reference tables shall be developed by the contractor, and approved by the State, during the detail design phase.

Table Type	Description
Repair Data	The VID must accept and store repair data from inspection equipment transactions and from ERFs using a web-based interface. Repair data that is transmitted as part of an inspection must be linked to the inspection itself. Examples of repair category codes are in Appendix N. Final repair data elements shall be determined the contractor, and approved by the State, during the detail design phase.
User	The VID shall include tables that contain data that uniquely identify users who have access to the database and their roles.
Transaction Log	The VID shall store log entries that record each transaction within the database. Transactions and transaction logs shall be archived based on a schedule to be determined by the contractor and approved by the State.
Other Logs	Activity log: The contractor must maintain a database change log to support recovery, rollback, and other database management and maintenance activities. User Log: The contractor must maintain a log of user activity.
Calibration Data	The VID must accept and store calibration data from TSI emission test equipment, gas cap testers, and smokemeters.

3.13.4.3 DATABASE MAINTENANCE

Database processes must be included for State and contractor personnel to maintain the database content. State personnel must be able to modify (add, change, inactivate) inspection-related data to correct errors, to change compliance due dates, and to change rules and reference tables. Changes to the rules or reference tables must be tested before being transferred to the production environment. Functionality must be provided to copy the test version of updates to production to avoid data re-entry and key entry errors.

The contractor must perform all activities required to maintain all VIIS databases except for the data warehouse, which shall be maintained by OIT. These activities include, but are not limited to, the following:

- Review server logs
- Monitor space allocation
- Perform backups
- Refresh indexes, analyze tables, other activities required to optimize database stability and performance
- Other database administration activities as required.

3.13.4.4 DATA WAREHOUSE

The VIIS data warehouse and associated data marts serve as the repository for inspection data used to support many State querying and reporting requirements. The data warehouse must contain all historical transaction data in an aggregate and summarized form specifically structured for querying, data analysis and reporting. The warehouse and marts must reside in a relational Oracle database, version 10g or the version compatible with OIT's installed base. The contractor must update the data warehouse from the transactional VID on a nightly basis at a minimum, using an extract, transform, and load (ETL) tool consistent with the State's installed base.

3.13.5 VIIS BUSINESS RULES

The overall operation of the I/M Program and the process by which the VIIS applies and enforces business processes, such as inspection rules, are subject to continual change. These changes are inherent in the program and reflect ever-changing fleet population characteristics, new regulations for SIP compliance, new legislative requirements, revised inspection requirements, and other factors. The VIIS must include a function to change business rules that does not require extensive system reprogramming, and is accessible via a web interface. This facility must allow State staff to focus on the definition of the business rules and not be burdened with technical implementation issues.

The VIIS must permit staff to manage the rules, operators, constants, conditions, and events, as well as to create, modify, and inactivate rules. The business rule tables must be accessible to all VIIS subsystems, including centralized and decentralized inspection equipment, and these subsystems must be designed to leverage its functionality

The VIIS business rule component must meet, at a minimum, the following requirements:

- Integrate with all other VIIS components
- Base business rules on the passage of time
- Test and report on any conflicts with new or changed rules with no additional programming required
- Rules shall not be physically deleted, but shall have a start date and timestamp and an end date and timestamp - this shall have the effect of inactivating a rule, leaving it available for historic reference
-
- Provide rule management functionality using a web interface, including:
 - Rule mapping to owners
 - Run the rules from a point in time that has passed
 - Enter new rules to become effective on a future date
 - Check rule consistency/collisions
 - Version rules - A history of business rules shall be stored in the database
 - Rule security
- Allow for testing, verification, and approval by the State in the test environment before being transferred to the production VID.

The State prefers the use of a commercial off-the-shelf (COTS) rules engine, but will consider other designs that are equal or better and meet the requirements of this section.

3.13.6 NJ INSPECTION DATA EXCHANGE PROTOCOLS (NJ-IDE)

The NJ Inspection Data Exchange (NJ-IDE) is the communications between the various entities in the inspection program. This includes communications between the inspection equipment and the VID, between the VID and the MVC/OIT databases, and between individual users and the VID and the data warehouse.

3.13.6.1 WEB SERVICES

The contractor must create the appropriate web services to manage each transaction type required for the NJ IDE. Examples of the types of web service functions that may be used to perform basic VID transactions such as transmitting data, reporting, querying, and updating include, but are not limited to, the following:

- Service(s) for data submission to the VID - The inspection equipment shall validate each user and submit inspection results to the VID in a pre-defined format. These transactions must be synchronous, such that the inspection equipment shall be notified of the success or failure of the transaction immediately. If any document in the transaction could not be processed successfully, the VID must log the error and return an appropriate response to the inspection equipment.
- Service(s) for updating data stored on the inspection equipment - The VID maintains the official record for inspection rules, VIR rules, cutpoints, and other information. The inspection equipment must maintain a local copy of this information to permit a predetermined number of inspections without a direct connection to the VID. To meet this requirement, services that update the information stored locally must be available. The inspection equipment shall request these updates at least daily as internet connectivity is established.
- A service to check availability of the VIIS - This service would determine whether the VID is available to receive data from the inspection equipment or provide updated data for the inspection equipment.

The contractor must identify the errors that could be generated during each type of exchange and specify how the errors shall be handled. For example, if the inspection equipment attempts to send an inspection transaction to the VID but the VID is not available, the inspection equipment software shall store the results locally and attempt the submission again at a later time. The contractor must also implement processes to assure that if an error is encountered, the VID shall continue to be accessible (i.e., expected and unexpected errors shall not shut down the VID).

Communications with MVC/OIT databases shall use web services based on Data Exchange with XML (DEXML) and OIT schemas. The contractor must use these web services, but not create them.

3.13.6.2 XML MESSAGING/TRANSACTIONS

All NJ IDE transactions must be formatted as XML messages. The transactions shall be validated using XML schemas and internal business logic. Transaction IDs must be assigned to each transaction for tracking and logging.

The transactions between the inspection equipment and the VID shall include but not be limited to the following:

- Transactions from inspection equipment to VID
 - Vehicle ID request
 - Inspection results

- Repair data
- Calibration data
- Certification and licensing data
- Replacement stickers
- Update requests
- Acknowledgments
- Transactions from VID to inspection equipment
 - Vehicle ID response
 - Technical Service Bulletin (TSB) data
 - Recall data
 - Rules update
 - Reference table update
 - Software update
 - Broadcast message
 - Lockout update
 - Acknowledgments

The contactor shall develop the XLM schemas for the transactions, subject to approval by the State. XML transactions must be validated using the appropriate XML schema before being transmitted from the inspection equipment to the VID. Incorrectly formatted transactions must also be validated with an XML Schema to allow for transmission to the VID regardless of content.

Inspection equipment that transmits incorrectly formatted transactions shall be locked out after a limited number of occurrences to be determined by an entry in the reference tables.

Each VIIS component (e.g., inspection equipment, transactional VID, servers) shall retain detailed transaction logs containing all transaction records, either succeeded or failed, and activity logs, so that problem tracking and debugging are possible.

The VID shall use the schemas and protocols established by OIT for the MVC data required to support the inspection process. OIT uses DEXML as a standardized interface to provide selected MVC clients with an automated method for obtaining MVC-related data. The following transactions, at a minimum, must be in DEXML format:

- Transactions from VID to MVC/OIT
 - Vehicle data request
 - Inspection summary
- Transactions from MVC/OIT to VID
 - Vehicle data response
 - Inspector license update
 - Facility license update
 - VIN correction
 - Acknowledgments

The complete list of DEXML transactions shall be documented by the contractor, and approved by the State, during the detail design phase.

3.13.7 VIIS WEB INTERFACE

The contractor must provide a web interface to the VIIS that shall support both internal and external users. The web interface must be compatible with Microsoft Internet Explorer (version to be determined after contract award). The internal users shall have access to both the VID and the data warehouse.

3.13.7.1 GENERAL WEB INTERFACE

The web interface shall provide State personnel with the ability to administer certain aspects of the VIIS including, but not limited to:

- Managing both internal and external users including, but not limited to, searching for and granting users access to specific components of the VIIS web interface, and assigning user access roles
- Managing inspectors including, but not limited to, searching for, modifying, locking out, and unlocking inspector accounts
- Assigning inspectors to inspection facilities or processes
- Managing centralized and decentralized inspection equipment including, but not limited to, searching for, locking out, and unlocking inspection equipment access to the VID
- Applying alternative inspection criteria to inspection results to evaluate “what if” scenarios (i.e., link production vehicle data to test rules and reference tables)
- Taking off-line and bringing back on-line portions of the VIIS web interface to allow for upgrades, testing, critical bug fixing, etc. and must allow the State to customize a message that shall be displayed on all internal web interface pages when a portion or all of the internal application is off-line
- Creating broadcast messages and designate one or multiple user groups so that particular messages are delivered to the chosen users (e.g., DEICs only, all decentralized, all centralized, etc.). Messages shall have start and end dates to allow for future transmission, or transmission to facilities that have been offline. The VID shall track which inspection equipment has received messages to prevent duplicate messaging.

The web interface shall provide State personnel with the ability to maintain data in the VID and/or data warehouse. The interface must provide functionality that allows authorized users to, at a minimum:

- Maintain rules and reference tables, including searching for, adding, modifying, or inactivating entries
- Automatically deploy rules and reference table updates and modifications to inspection equipment based on a date range, and track which facilities and inspection equipment have received which updates
- Maintain inspection records including, but not limited to, searching for, adding, modifying, or inactivating records in the VID
- Access the transaction data.

3.13.7.2 COVERT VEHICLE MANAGEMENT

The VIIS internal interface must provide, at a minimum, functionality that supports the State covert inspection program as follows:

- Designate covert vehicles by actual vehicle VIN; the VIN designation must be transparent to the inspection facility and managed by the inspection equipment the same as all other vehicles
- Designate and manage covert vehicles
- Allow multiple inspections per day of covert vehicles without being apparent to PIF operators or CIF operators (must consider multiple initial inspections and multiple reinspections)
- Multiple covert vehicle reinspections must refer to the "initial" failed inspection.

3.13.7.3 REPAIR FACILITY INTERFACE

Emission Repair Facilities (ERFs) shall transmit repair data for vehicles they repair that have failed emissions inspection. The contractor must provide functionality for authorized users to enter and submit this information. The inspection equipment must allow for the entry of the same repair data at the beginning of any emission retest. A listing of the legacy repair categories for gasoline and diesel repairs is in Appendix N.

3.13.7.4 INSPECTION REPORT CARD – SCHOOL BUS INSPECTIONS

The VIIS external web interface must provide a school bus inspection “report card” to be accessed by the public on the MVC website. This online report must be dynamically created based on user input from school bus inspection data user interface. The user may utilize a keyword search, entering a street or company name, or search by county or zip code. It shall allow the user to see the most recent inspection results for the vehicle selected. (The current report is available at <http://www.nj.gov/mvc/inspections/SchoolBus.htm>, by clicking on the “school vehicle inspection results” link.) This website/report card software shall be turned over to the State at the end of the contract.

3.13.7.5 WEB-BASED CAMERA SNAPSHOT VIEW SYSTEM

The contractor shall provide a web cam snap shot view of each centralized facility for the public to access to see the current volume at the facility of its choice. The images must be updated/replaced every five minutes during business hours. The State does not require storage or archiving of the web cam images. The user must be able to access this information by clicking on a link from the MVC web site that shall take the user to a vendor-hosted site with the information. A description of the web cam equipment can be found in Appendix K.

3.13.7.6 WEB AND CODE STANDARDS

The contractor shall propose the technologies and platform to be used for development of the VIIS internal and external web interfaces. The proposed technologies and platform must meet, at a minimum, the following requirements:

- Section 508 compliant as validated using tools such as WebXACT (<http://webxact.watchfire.com/>) or functionally equivalent industry standard tools
- XHTML compliant as validated using the W3C validator (<http://validator.w3.org/>) or functionally

equivalent tools

- Use of cookies limited to session cookies only
- Utilize industry best practices to secure the sites against security risks.

3.13.8 REPORTING AND QUERYING

Reporting and querying must be available using both the VID and the data warehouse.

3.13.8.1 DATA WAREHOUSE REPORTING AND QUERYING

The VIIS data warehouse shall be compatible with the current State installed base. The contractor shall develop and implement standard VIIS reports based on legacy reports and new requirements. These reports have fixed content and shall be run and distributed on a regular basis. Examples of standard reports include, but are not limited to, the following:

- Inspection counts by facility on a daily, weekly, and monthly basis.
- Wait time statistics.
- Reports needed to meet the annual USEPA reporting requirements as described in 40CFR Section 51.366 (See Appendix P for a summary of reports included in the 2004 NJ Annual Report; prior years Annual Reports are available at the DEP website).
- Accurate reports summarizing inspection statistics in a calendar month (from midnight to midnight) based on inspection dates stored in the VID.
- Summary of vehicle compliance, including how many times each test was performed before a vehicle passed. These tables must also support reporting on the number of vehicles out of compliance, number of inspections due in the next month, the number of vehicles that failed inspection in the current month, etc.
- Quality Assurance/Quality Control and statistical reports that provide:
 - Counts of various test outcomes
 - OBD tampering failures on a per facility basis
 - Calibration test data analyses
 - VINs that had no outcome after a first test
 - VINs that did not achieve registration based on last outcome
 - Model Year, Make, Model reports for inspection outcomes and/or history on monthly and/or on demand basis
 - VIN sorts with OBD data

The tools used to create these reports must include flexible parameters such as: time period, geographic area, fleet characteristics, inspection facility type, or compliance status that allow the same report to be produced in many variations.

The reporting interface shall allow for the creation of ad hoc reports to meet special purpose needs. Users must be provided functionality to save, retrieve, and regenerate these reports though they may not be scheduled or run repeatedly. User must also be provided functionality to save, retrieve, and modify criteria to generate and save new reports.

The two major difficulties faced by users trying to create ad hoc reports are the complexity of the data structures and the complexity of the tool. The contractor must address both of these issues in the design of the data warehouse, in the design of reporting universes, in the training on producing reports, and in support. The contractor must address the requirements of each business area and set up reporting universes for each of the business areas.

In addition to standard and ad hoc reports, the reporting and querying interface must meet the following requirements:

- Allow report development using a graphical user interface (GUI) and automatic scheduling.
- Provide a comprehensive data dictionary and entity relationship diagram (ERD) that allows analysts to quickly understand and use the data that is in the system.
- Provide a library of reports, its purpose, and current usage.
- Take into account the roles associated with a user and prevent a user from accessing information which he/she does not have permissions to see.
- Include a job scheduler to execute the reports, store the output, and send the output electronically to a defined list of users, with the ability to maintain lists of users. Other authorized users must be able to view and/or print all or selected portions of each report. The system must allow for report schedule changes, and for reports to be run off schedule.
- Allow reports to be exported in a variety of formats, including Adobe pdf, Microsoft Excel, Rich Text Format (rtf), HTML, and plain text. A print-friendly version shall be available for all reports, unless an exception for an individual report is approved by the State.
- Reports must be based on the actual inspection date, not the date the data was received by the VID.

A sample listing of reports is provided in Appendix Q. Note that the sample reports described in Appendix P and Appendix Q are provided for demonstrative purposes only. For planning purposes, the contractor shall assume that approximately 150 reports shall be required. The full list of required reports shall be documented by the contractor, and approved by the State, during the requirements clarification phase.

3.13.8.2 AD HOC QUERIES AND REPORTS

The contractor must also provide functionality that allows the State to perform ad hoc queries and generate reports based on the VID data itself. This functionality must not require that State users install a client tool on their desktop to prepare these queries and reports.

3.13.8.3 FRAUD DETECTION REPORTS/TOOLS

The contractor shall provide fraud and performance trigger reports and other fraud detection processes. Certain of these processes must result in immediate notification to NJ staff through desktop alarms (e.g., eVIN mismatch, dilution errors, etc.), while others shall be accessible periodically and reviewed by State staff (e.g., elapsed time between inspections, pass or fail rates for specific inspection parameters, etc.). The contractor must provide an interface or tool to run these trigger reports and desktop alarms at locations specified by the State.

The contractor must provide functionality that allows the State to download inspection data for local analysis.

3.13.8.4 DASHBOARDS

The contractor shall provide web-based dashboards that show summaries of different aspects of the I/M system. Examples include but are not limited to the following:

- Wait times by facility;
- Lane availability;
- System response time; and
- Pass/fail rates for various test components.

The final content and design of the dashboards shall be developed by the contractor and approved by the State during the detail design phase.

3.13.9 INSPECTION EQUIPMENT SOFTWARE

The contractor shall prepare, for State review and approval, design specifications for all inspection equipment and software that meet the requirements described in this RFP. The contractor shall provide inspection equipment and software customized for centralized and decentralized facilities. Decentralized equipment and software shall be stand-alone, whereas the centralized equipment and software may include multiple networked machines. The software components of all inspection equipment shall be modular to allow for greater flexibility and to minimize the affect of changes.

The software shall be designed so that rules and reference tables are used to allow for a more transparent understanding of the inspection functions actually being performed. The inspection equipment software shall include rules that indicate which inspections are to be performed, and the sequence in which to perform them.

3.13.9.1 DATA CAPTURE AND DATA STORAGE

The inspection equipment must meet the following data capture and storage requirements:

- Store each inspection record, including transaction files, on the inspection equipment to allow for verification that all transactions have been transmitted to the VID. Each record and transmission data must be retained for six months. This shall be verified in conjunction with Inspection Sticker auditing.
- Include a start timestamp and end timestamp for each element of the inspection process as it is performed.
- Rules and reference tables must be stored and updated on the inspection equipment.

3.13.9.2 SOFTWARE AND VERSIONING

To maintain an accurate record of the information used to perform each inspection, the contractor shall include a method to track the version of rules and reference tables related to each inspection. Each transaction from the inspection equipment shall include the configuration that was used for that inspection. The VID must check this configuration for each inspection to verify that the equipment software is current.

If the configuration is outdated, the VID response shall include automatic processes to update the configuration on the inspection equipment. For decentralized equipment, a data refresh

request shall be triggered. The data refresh request may be immediate or scheduled according to rules set for each table update. When table or software updates are received, the inspection equipment shall update its tables and/or software before continuing with any inspections. If an inspection is in progress, the current inspection shall be completed before the update takes place.

Since the update processes for centralized equipment is part of the contractor's design, the contractor shall also provide a method for handling outdated configurations in the centralized equipment.

If the inspection equipment is not updated in a timely manner, it shall be locked out of further inspections as determined by the reference table.

3.13.9.3 ADDITIONAL INSPECTION SOFTWARE REQUIREMENTS

The software must be able to produce and interpret PDF417 bar codes based on the American Association of Motor Vehicle Administrators (AAMVA) format (see Appendix R).

The software shall include online help that includes but is not limited to the following:

- Help at the page level
- Help at the data element level
- Help at the process or topic level
- Search capability at the page, data element, process or topic level
- Print capability at the page, data element, and process or topic level

If the inspection equipment includes components that require calibration (gas bench, gas cap tester, smokemeter, etc.), the equipment shall require the appropriate calibration according to the schedule provided in the reference tables. A warning message shall be displayed as the calibration time approaches. If the calibration is not performed in time, the equipment shall lock itself out until the calibration is performed.

The inspection equipment shall contact the VID during each inspection to obtain vehicle and inspection data and other information (e.g., lockouts, broadcast messages, technical service bulletins, etc.). The results of each inspection shall be transmitted to the VID when the inspection is completed.

A VIR shall be created at the end of every inspection. The content of each VIR shall be based on vehicle and inspection parameters and associated rules. A description of the legacy VIR structure can be found in Appendix O. The final version of the VIRs shall be determined by the contractor, with the State's approval, during the detail design phase.

Inspection equipment must be able to produce a duplicate VIR upon request, using data from the VID. There shall be no charge to the State for this service.

All inspection equipment shall include VIN Decoder software to determine vehicle characteristics. After obtaining the VIN, the software shall process the VIN using the VIN decoder and store the results in the Vehicle Cross Reference table (Vehicle Xref).

Separate operating modes shall be included for auditors and maintenance technicians:

- An audit mode shall be included that allows auditors special access to the hardware and software. In audit mode, the ability to upload to and download from the inspection equipment shall be enabled for QA and enforcement purposes.
- A maintenance technician mode shall be included that allows the contractor's maintenance technicians special access to the equipment for diagnostic and repair purposes only.
- All use of the auditor mode or technician mode shall be recorded on the inspection equipment.

3.13.9.4 ADDITIONAL REQUIREMENTS FOR CENTRALIZED INSPECTION EQUIPMENT

Updates to the centralized software, rules and reference tables shall be checked for daily. Updates may be sent to a common PC and then distributed to each lane locally. If this is done, the results of the updates for each lane shall be sent to the VID for tracking purposes.

Centralized equipment must complete all inspections that are started. If an inspection is aborted due to vehicle problems (e.g., leaking fluids, on fire), then the balance of the inspection components that have not been performed must be automatically marked as "failed", and the overall inspection as "failed". These inspections must be reported to the VID along with other inspections.

If an inspection is aborted due to lane equipment problems (e.g., bad PC, brake machine failure), then the balance of the inspection components not performed must be marked as "not performed" and the overall result shall be "no test". Inspections aborted due to lane equipment problems must be reported to the VID, but must not be included in any statistical reports. The State shall not be billed for these inspections.

The centralized equipment shall include the ability to force the equipment to skip any automated tests. For example, if a vehicle fails for unsafe tires or suspension, the software shall also prevent the brake test from being performed. A "fail" result shall automatically be recorded for all skipped tests.

The centralized equipment must record the inspector ID for each component of the inspection.

Each centralized lane may be connected to either the test or production environments. When connected to the test environment, every screen shall distinctively identify to the inspector that it is connected to test and not to production.

3.13.9.5 ADDITIONAL REQUIREMENTS FOR DECENTRALIZED INSPECTION EQUIPMENT

All decentralized equipment software shall be the same, whether stationary or mobile, for gasoline or diesel, with its functionality driven by its facility type and rules and reference tables.

The decentralized equipment shall include a training mode that allows an inspector or student to complete the inspection procedure and generate a "training" VIR.

- A training VIR shall be plainly marked to indicate that it was for training only and cannot be used for certification.
- The training inspection record shall neither be stored on the inspection equipment nor transmitted to the VID.
- The training feature must not allow access to secured areas of inspection equipment hardware

or software.

- When the training mode is in use, the display shall show a message throughout the inspection that this is a training exercise and not a test for certification.

The decentralized equipment shall include a diagnostic mode that allows the equipment to be used as an ordinary garage emissions analyzer for general automotive repair work and diagnostics. If, during an official inspection, an attempt is made to switch the analyzer system over to the diagnostic mode, the command shall be ignored.

The decentralized equipment shall include certain transactions that are specific to decentralized equipment or have equipment-specific content.

- The decentralized equipment shall implement a "start-of-day" data refresh process that shall be invoked when it makes initial contact with the VID each day. This data refresh process shall request data and software updates, any new messages, and shall accept any lockouts or cleared lockouts. The software shall provide an option to allow the inspector to perform the data refresh function at any time throughout the day.
- The decentralized equipment shall allow for scheduled processes to be sent by the VID. This shall allow for large updates or lengthy data processes to be performed during off-hours.

Decentralized equipment shall be locked out for various reasons.

- The decentralized equipment shall check for lockouts from the VID at the start of each day before performing any inspections.
- Lockouts may be transmitted at any time during the day. If an inspection has been started and a lockout is received before the inspection is complete, the software shall allow that inspection to be completed before the equipment is locked out.
- If the decentralized equipment exceeds the maximum number of offline inspections allowed, the equipment shall lock itself out until contact is made with the VID.
- Lockouts may be removed by transactions from the VID or by an on-site technician or auditor.

The emissions component of the test must be a "blind" process, i.e., once the emissions test has begun, no inspection results shall be displayed until a final pass/fail determination has been made and recorded, or the test is aborted.

Decentralized equipment shall keep a monthly count of complete and incomplete inspections. It shall count the number of inspections begun, the number of inspections aborted before the emissions test and the number of inspections aborted after the emission test. This data shall be transmitted to the VID during the start-of-day process on the first day of operation of each month.

The decentralized equipment must incorporate a "dual boot" system, which includes of a boot-up to the inspection software and a separate boot-up to a generic Windows environment. To safeguard the integrity of the inspection equipment software, VID, and other interfaces, the hard drive for the inspection equipment software and data must be physically separate from the generic Windows hard drive. Only users approved by the contractor shall be granted Administrator access to the generic Windows volume (i.e., authority to install software, etc.) for either boot environment.

3.13.9.6 INSPECTOR AUTHENTICATION

Under the new program, the State will continue to issue paper inspector license documents to ensure that the identity of each inspector is accurately attached to each inspection that an inspector performs

The contractor shall design, develop, and test a pilot program for a method to ensure that the identity of each inspector is accurately attached to each inspection that an inspector performs. This method should provide a security assurance level equal to the use of biometric data (e.g., fingerprints, iris scans, or voiceprints) to ensure that the identity of each inspector is accurately attached to each inspection that an inspector performs. The State will accept a biometric solution if it is proven to work, but is open to other authentication methods. The pilot program shall include a proof-of-concept to illustrate the authentication method is feasible in all environments (i.e., at CIFs, PIFs, DEICs, and mobile inspections). The contractor must prepare a proof-of-concept report that certifies that the technology is ready for statewide implementation. Upon approval of the proof-of-concept by the State Contract Manager, the contractor shall develop and test a pilot application to verify that the authentication device will work in all environments.

In the event that the proposed authentication method is determined by the State Contract Manager to be technically infeasible or too costly, the contractor shall continue to use the paper inspector license documents to identify each inspector.

Upon acceptance of the pilot system by the State Contract Manager, the contractor shall equip each piece of inspection equipment with the selected technology components, such as a biometric scan device, that shall be used to authenticate the inspectors to the system. The contractor shall enroll each licensed inspector into the system using the technology in lieu of a password or a bar coded scanned document.

Each time authentication data is captured and the inspector has been authenticated, the inspector's ID shall be recorded as part of the associated record. This authentication process must not take more than 2 seconds. Ideally, the technology should be integrated into either the mouse or the keyboard. Authenticating the identity of inspectors shall not be specific to a particular workstation; the enrollment and storage of biometric or other authentication data shall be network centric as opposed to workstation specific. The authentication process shall distinguish different user access levels, e.g., an auditor shall have different system access than an inspector. The authentication process shall be functional even if the VID is not available.

The contractor shall encrypt and store in a secure manner the authentication information on the equipment to protect against unauthorized access.

The contractor shall have complete responsibility for the administration, maintenance and support of the authentication system, including the enrollment of users' authentication data into the system. The data must be stored in a relational database in a secure manner.

3.13.9.7 OPERATING SYSTEM

The operating system of the inspection equipment shall be Microsoft Windows-based, with the specific version proposed by the contractor and approved by the State Contract Manager.

3.13.9.8 SOFTWARE CURRENCY

To assure proper operation and proactive maintenance of the VIIS, the contractor shall keep all software current as follows:

Centralized Equipment and State-Operated Decentralized Equipment

- All Microsoft security updates shall be tested for compatibility by the contractor and, if compatible, must be applied to all inspection equipment using an automated process within five (5) business days of issuance by Microsoft. If not compatible, the contractor must notify the State Contract Manager.
- Any recommended and cumulative patch maintenance to any Operating System must be tested for compatibility by the contractor and, if compatible, applied to all inspection equipment using an automated process within 30 business days of issuance by the manufacturer unless otherwise agreed to by the contractor and the State Contract Manager. If not compatible, the contractor must notify the State Contract Manager within 10 days.
- Any major upgrades such as service pack levels must be tested for compatibility by the contractor and, if compatible, applied using an automated process within 30 business days of issuance by the manufacturer unless otherwise agreed to by the contractor and the State Contract Manager. If not compatible, the contractor must notify the State Contract Manager within 10 days.
- Any major release level changes (such as MS Vista) must be discussed with the State and if the State agrees, must be rolled out using an automated process within 2 years of issuance by Microsoft or other software manufacturer.

Decentralized Equipment Operated by Private Facilities

- Although decentralized equipment connectivity to VIIS is not controlled by the State or the contractor, software currency is still required.
- The contractor must develop for State review and approval standard operating procedures (SOP) for maintaining software currency of decentralized equipment, including a proposed reasonable maximum time period after which the decentralized equipment shall be locked out if not current. Following review and approval by the State, the SOPs and maximum time period shall be implemented.

3.13.10 VIIS SECURITY

The contractor shall provide a Data Security Plan to be approved by the State Contract Manager detailing its approach to securing all VIIS components and meeting security requirements.

3.13.10.1 SYSTEM SECURITY

The contractor shall monitor and update VIIS security. The contractor shall design, test, implement, operate, maintain, and administer all VIIS software, databases, and inspection equipment to minimize the possibility of unauthorized access to the system, inspection equipment, inspection records, vehicle data, and other program records. The one exception to

this shall be the data warehouse/data marts; OIT shall be involved with and approve the design, and shall provide all routine DBA and administration activities for the warehouse. Routine DBA and administration activities for the warehouse are considered to include, but not be limited to, database backups, log file management, recovering disk space occupied by updated or deleted rows, rebuilding indexes, defragmenting indexes, analyzing tables, monitoring to identify problem areas in the database environment that affect performance, database tuning, etc.

The contractor shall, as a minimum security standard, operate the VID behind a firewall, properly configure web server, safeguard passwords, adhere to NJ password conventions (i.e., password change every 45 days), and monitor logs and report issues.

Because the contractor is responsible for the VID, network, and server, the contractor shall be fully liable for security breaches as a result of the contractor's action or inaction. The contractor must report any breaches or attempted breaches to the State upon detection and provide a written report documenting the event to the State within 24 hours. A report of corrective actions shall be provided within 72 hours. The contractor shall submit system security reports every six months.

3.13.10.2 SOFTWARE AND APPLICATION SECURITY

The VIIS software must incorporate different levels of information access for a wide variety of user groups by providing for role-based user security. The role-based security must verify the identity and access rights of each entity at the time an attempt is made to access the VIIS. The system must also demonstrate its ability to lock out any user, including inspectors and/or inspection stations, whose privileges have been suspended or revoked. The State shall be able to administer its own access rights to the VIIS for security purposes. Role-based security must be implemented system-wide in the VIIS, such that access by any user from any location is secured consistently.

The contractor shall provide the State with administrative control of the different access levels to emissions inspection information and to safety inspection data. The VIIS shall provide secure access to all inspection information to the State agencies on a real-time basis.

3.13.10.3 DATABASE SECURITY

The contractor must apply industry best practices to secure the VIIS databases against risks by applying both physical and electronic security measures. The contractor must not permit the use of generic accounts in the database and must only allow database updates by authorized users and authorized applications.

3.13.10.4 NJ IDE SECURITY

The contractor shall take necessary precautions to protect the NJ IDE against unauthorized use and assure the confidentiality, integrity, and non-repudiation of the transmitted data. Each piece of inspection equipment communicating with NJ IDE must be able to be uniquely identified and authorized through a certificate process.

Each NJ IDE transaction shall occur over HTTPS with 128-bit encryption. All transactions must be encrypted prior to transfer using NJ IDE.

The contractor must maintain a security log that, at a minimum, records any security failures or attempted breaches, and must review the logs as part of the server administration duties.

3.13.10.5 INSPECTION EQUIPMENT AND SOFTWARE SECURITY

The contractor shall design and provide the inspection equipment hardware, software, and data, including authentication data, with a level of security that prevents unauthorized access or tampering. The inspection equipment must automatically record lockouts, attempted tampering and any circumstances that require a service representative to work on the equipment.

The contractor must provide a solution to protect the inspection equipment against viruses, spyware and adware that includes automatic updating of all virus/spyware definitions to recognize new threats. The anti-threat software components must be configured to run in the background at all times.

The contractor shall develop an approach that limits or prevents inspection facility users from installing or copying data, software or files to the inspection equipment, as well as copying data, software, or files from the inspection equipment.

3.13.10.6 SERVER SECURITY

The VIIS servers must be equipped with appropriate hardware and software tools to prevent unauthorized access, tampering, and other security risks. The contractor shall also apply measures to detect and prevent Denial of Service attacks.

3.13.11 PERFORMANCE METRICS

The contractor must meet the specific performance requirements and metrics described in this section.

- The transactional VID shall provide 99% availability, exclusive of scheduled downtime.
- Inspection equipment software upgrades must be deployed to centralized facilities within one (1) business day of acceptance by the State. Upgrades must be deployed to decentralized facilities within five (5) business days of acceptance by the State.
- Inspection records must be transmitted and recorded on the VID in real-time, within five (5) seconds of the receipt of a transaction. VID data for ad hoc reporting shall be available within five (5) minutes of the receipt of a transaction.
- The data warehouse must be updated on a nightly basis at a minimum.
- In the event of a system or communications failure, such as a loss of connectivity, inability to send or receive transactions, or inability to generate reports and/or queries, the contractor must notify the designated State personnel of VID failure within one-half (½) hour.
- Report generation time must not exceed five (5) minutes.

3.13.12 BACKUP, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The contractor must provide VIIS backups, redundancy, off site backups, and disaster recovery.

The contractor shall provide a Backup and Recovery Plan describing its process to assure recovery of VIIS operations and data. The contractor's plan must include procedures to:

- Identify what data could be lost in the event of a disaster
- Identify information technology resources that are at risk
- Document steps to protect against identified threats and to mitigate risk
- Document recovery steps to be taken in the event of a disaster
- Implement tested emergency procedures that enable short-term recovery of IT services following a disaster
- Develop a plan that shall enable full recovery and the resumption of normal operations
- Provide for off-site backups
- Test the VIIS disaster recovery plans on an annual basis.

The contractor shall provide the State with any updates and/or changes to the plan.

The contractor must perform a full system backup at least once per week with an incremental backup of all data occurring at least once every 24 hours, with minimal disruptions to State business. All backups and system maintenance that require downtime shall be performed during non-business hours and with prior State approval.

In the event of a disaster affecting the contractor's system, State records must be, at a minimum, recovered intact with no transactions processed more than once and the loss of no more than one day's transactions. All contractor-provided system capability must be completely functional within 72 hours of the termination of the initial event creating the disaster.

3.13.13 TRANSITION PERIOD AND LEGACY DATA MIGRATION

The legacy VID and associated processes shall continue to be operated by the incumbent contractor until the new VIIS is in place, acceptance testing is complete, and all legacy inspection equipment has been replaced. The final date will be determined by the State.

3.13.13.1 PARALLEL OPERATIONS OF LEGACY VID AND VIIS

Prior to new equipment rollout, the VIIS VID must be populated with legacy inspection and vehicle data. During the implementation transition period, both the legacy VID and the VIIS VID shall be operational, and inspections shall be reported from both old and new inspection equipment. To allow for reinspections between old and new equipment, the State shall make available to the contractor the inspection results from the legacy VID. The data shall be provided on a periodic basis (e.g., every hour) and the contractor shall convert it and store it on the VIIS VID.

Any "fail" VIR that is produced by the new equipment shall produce a 2D barcode based on the legacy EIS.DAT inspection record (see Appendices L and N for more information), allowing old equipment to have access to inspection data from the new equipment. The "fail" barcode on the VIR is used to support reinspections when the VID is not accessible by the inspection equipment. The new inspection equipment must be able to read and properly interpret the legacy VIR barcode.

Once all the old equipment has been replaced, the "fail" VIR barcode shall be changed to reflect the new system transaction formats. The exact layout of this barcode shall be developed by the contractor and approved by the State during the detail design phase.

3.13.13.2 LEGACY DATA MIGRATION

The contractor shall migrate the legacy VID data to the VIIS VID and data warehouse. Currently, the State owns the data on the legacy VID but does not own the data structures associated with the legacy VID. Once the VIIS is implemented, the contractor shall transfer legacy VID data to the VIIS databases on a real-time basis as long as the legacy VID is in operation.

The contractor shall also migrate legacy data from the diesel programs and school bus inspections.

The legacy VRT shall be migrated to the VIIS VID for reference purposes, but shall not be loaded on the new inspection equipment.

Information about the legacy VID data is in Appendix L. This information is for illustrative purposes to assist in estimating the conversion effort. The final data elements to be included in the VIIS VID shall be determined by the contractor and the State during system design.

Legacy repair data will not be migrated to the VIIS VID.

Table 8 lists the inspection facilities that currently generate inspection data of interest to the State, the current data collection and storage method, and current database platform.

Table 8 – Legacy Data Migration Summary

Inspection Facility	Current Data Collection and Storage Method	Current Database Platform
CIF/SIF	Legacy VID	Oracle, flat file extracts
PIF/PFF	Legacy VID	Oracle, flat file extracts
MIT	Legacy VID	Oracle, flat file extracts
DEIC	Excel, Scantron	MS Access
Diesel Roadside	MS Access	MS Access
School Bus	Custom data entry, MS Access, Oracle	Oracle
Commercial Bus	None	None
ERF	None	None
Reference tables	Various formats	Various

Conversion of legacy data shall not begin until database acceptance testing is complete. All conversion processes shall be tested in the test environment before being used in the production environment.

Converted data shall be in place in the VIIS VID to support centralized and decentralized beta testing. At a minimum, the VID shall have all necessary vehicle and licensing data or links from the MVC/OIT system, and the most recent two years of inspection result data.

All legacy data must be converted and transferred into the production VIIS VID before inspection equipment rollout is complete.

3.13.14 VIIS TECHNICAL DOCUMENTATION

The contractor shall produce comprehensive technical VIIS documentation for use by the State. The technical documentation must be developed concurrently with the design, development and

testing of the system. At the initiation of VIIS development, the contractor shall meet with the State to revise the Documentation Plan submitted with the proposal.

The contractor shall provide an electronic version of all documentation, and employ change control processes and version control to ensure that it is kept current to the production release. Documentation shall be available electronically to the State in the Document Repository. The State does not require printed documentation except in a case where the contractor requests and the State agrees to accept a printed rather than an electronic document.

The contractor shall provide technical documentation for all VIIS components, including, but not limited to:

- Data dictionary
- Logical Data Model, which describes each entity and the relationships between entities in the VIIS databases
- Physical data models
- Data mapping document
- Table and view usage
- XML schemas
- Web services WSDL
- In-line code documentation
- Design documentation
- Technical documentation for reports, including a list of reports, description, sample layout, and input parameters
- Web interface documentation
- Data warehouse documentation, reflecting data elements and physical layout of the designed data warehouse and documentation of summarized fields
- Systems architecture documentation, providing graphical depictions of the application's architecture, along with text describing the model
- Application architecture documentation, providing an overview of VIIS' application architecture.

The contractor shall provide a System Application Manual, which shall provide detailed information about each of the user and external interfaces that comprise the VIIS. Detail is required for each of the web-based screens, including on-line reports, inquiries, data entry forms, etc. In addition, batch reports must be identified and described. Each screen and each report must be identified with its name, screen print, description, program name, and names of tables accessed in the program. Another section must identify and document all programs written to support VIIS. The documentation of these programs shall include where it is used, description, purpose, dependencies, and components. As a separate section, all interfaces with external systems must be identified and documented. The documentation must include the program name(s), type of interface (API, XML, etc.), description, detailed record layouts, and database objects used.

The contractor shall provide a Data Warehouse System Operations Manual to support the operational aspects of the data warehouse, associated marts and ETL. It shall focus on the operations of all processes that execute daily, weekly, monthly, quarterly, annually, or ad hoc. Its purpose is to serve as a reference manual to maintain and troubleshoot these components. It must include all the tables and data elements being accessed and list the criteria of the queries and processes. It must contain the on-line and batch operations standards, which detail the standards for all directory paths, scripts, programs, etc. The manual must include:

- The schedule of the on-line and batch processes (programs and reports)
- Overview of the logic and flow of the processes
- Listing of possible error messages, descriptions, and recommended resolutions
- The description, parameters, inputs, output, restart procedures for each of the processes and how to regenerate the output.

3.13.15 VIIS TESTING

The contractor shall provide an overall test plan to the State Contract Manager. The test plan shall include an Acceptance Test Protocol (ATP) that demonstrates the successful operation of the system, ensuring that the new solution is functioning and all data is processed correctly. The ATP shall involve creating test scripts based on the functional requirements and running the scripts against the complete application.

The contractor shall implement and use a tracking tool for system problems. The State and contractor shall jointly develop criteria for determining critical, significant, medium, and low impact bugs.

The contractor must be able to reload data to run repetitive tests.

At a minimum, the testing must verify the following:

- Implemented functionality consistent with approved project requirements
- Usability
- Installation of software
- Conversion of data
- Accuracy and performance of system interfaces
- Effectiveness of training methods and materials
- Response time and overall system performance
- System hardware, software and telecommunications performance
- System, data, and application security.

At a minimum, the contractor shall perform the following levels of testing activities:

- Unit testing to test and debugging individual code modules
- Integration testing to test the compatibility and proper interaction of integrated code modules
- System testing to validate the proper operation of all integrated VIIS functions and compliance with system requirements
- Stress and load testing to simulate all aspects of VIIS performance assuming an average of 20,000 transactions per day for typical operations, and 75,000 transactions per day for stress testing
- Acceptance testing to determine whether all components work according to the agreed-upon specifications.

The contractor shall follow its comprehensive ATP on each complete component of the inspection process, from the inspection equipment to the VID to the MVC/OIT databases and the data warehouse. For acceptance testing, the contractor shall load the test environment with sufficient data to replicate the production environment. The acceptance test shall include all activities that take place during production operations. The contractor shall derive acceptance

test scripts from traceable user requirements. The State shall conduct its own ATP testing prior to acceptance of any system components.

The contractor shall test other functions of the system, e.g., backup and recovery testing, installation testing, deployment of software patches and upgrades, and unexpected user interaction. Examples of unexpected user interaction include invalid keystrokes, key sequences, or mouse-clicks, and incomplete, erroneous, or duplicate data.

3.14 DOCUMENT REPOSITORY

A significant amount of documentation is required to administer and operate the NJ I/M Program. Examples include equipment specifications, lane operation manuals, standard operating procedures, XML schemas, software requirements specifications, software design documents, and project planning documents.

The contractor shall develop and maintain an electronic document repository that meets the following requirements:

- All pertinent plans, equipment specifications, operating procedure manuals, and other documents shall be continuously updated by the contractor as modifications and enhancements are made
- The repository shall contain all deliverables and working papers
- Deliverables and working papers shall be labeled, dated, and neatly and logically filed
- The repository shall be accessible to all members of the project team and all personnel with acceptance responsibility.

Records received, retained, or transmitted, under the terms of the contract may constitute public records of the State of New Jersey, as defined by N.J.S.A. 47:3-16, and are the legal property of the State. The contractor agrees to handle requests for these records in accordance with any procedures provided by the State.

The contractor shall develop a web interface allow authorized State and contractor users to load documents into the repository. The web interface to the repository must allow users to:

- Enter metadata about the document, such as title, author description, document type or group, role-based access restrictions, etc.
- Upload the document directly from their desktop computer
- Upload virtually any format file, although size restrictions may be needed
- Control document access by user role.

The documents may be stored in its native format; the State does not require nor desire that documents be converted to a standard format. The contractor may store documents on a file server or in a database. The State does not currently have nor does it desire to procure a commercial enterprise content management system for document management.

The contractor must also develop and deploy web pages that can be used to search and download documents from the repository through the VIIS internal web interface. Access to documents must be role-based. The web page must provide users with a set of search fields that correspond to document metadata, retrieve information for matching documents for which the user is approved access, and allow users to download the documents. The search

functionality shall not search the content of the document but shall be limited to only the associated metadata.

In addition, the document repository web interface must allow authorized users to update document metadata, delete a document without deleting document metadata, and delete document metadata and the associated document. External users must not be allowed to upload documents, create or edit document metadata, delete documents, or delete document metadata.

3.15 PUBLIC INFORMATION AND EDUCATION

A high quality public information program plays a critical role in public acceptance of the I/M program. In addition, the contractor must assist the State in meeting the requirements of 40CFR51 to develop a public information and consumer protection program. The contractor must conduct a broad spectrum public information, education and consumer protection program.

The contractor must spend not less than one percent of the operating budget for this contract to provide an ongoing public information campaign in accordance with the New Jersey Federal Clean Air Mandate Compliance Act (P.L. 1995, Chapter 112). The contractor shall demonstrate that budgeted funds are being utilized for public information purposes. Records of these expenditures must be kept by the contractor and made available to the State for auditing purposes.

The contractor shall design, execute and administer a Public Information and Education Program that will assist the motoring public in learning about the benefits of proper vehicle maintenance and why we need an inspection program. The contractor shall develop and implement a Public Information and Education Plan, which must be approved by the State Contract Manager and must be coordinated with the existing public awareness campaigns already in existence at MVC and DEP.

The Plan must address general information describing the air quality and safety programs, the need for and the benefits of an emissions and safety inspection program, and how to maintain a vehicle in a low-emission condition. The contractor shall perform the following activities:

- Provide the creative, account and production personnel required to plan, design, execute and administer approved customer information and public awareness campaigns, promotions, public relations and marketing
- Update to the existing MVC and DEP websites
- Design and develop broadcast, web-based and print media that identifies a targeted audience
- Produce and distribute printed collateral pieces, such as vehicle registration pre-bill inserts, Q&A brochures, program posters, fact sheets, newsletters, and comment cards
- Research, survey, and document public opinions and attitudes regarding the program, as well as measure program effectiveness
- Operate telephone hotline for motorists.

The Plan shall explain in detail projected expenses, personnel involved, and the timing of planned activities.

The contractor shall develop, subcontract, manage and execute any required market research programs. These services may include, but are not limited to, focus groups, media research, demographic studies, advertising concept testing and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Contract Manager.

The contractor shall prepare a draft yearly report which contains the evaluation results and recommendations for any changes in program delivery or focus and presented to MVC and DEP staff for review and final approval.

3.16 NEW CIF CONSTRUCTION

The State may determine that there is a need to construct new CIFs during the term of this contract. In this event, the State Contract Manager will provide requirements for any new facilities to the contractor as this need arises. Any additional work shall be conducted work according to the Section 5.19, Additional Work and/or Special Projects.

3.17 CONTRACT TURNOVER AND CLOSEOUT

Within a year from the Contract End Date, the contractor shall develop a Contract Turnover and Closeout Plan. The Plan must describe how the contractor will turnover the facilities, equipment, data, software, hardware, and documentation to the State. Upon approval of the State, the contractor shall implement the plan.

3.17.1 FACILITY CLOSEOUT INVENTORY

At the conclusion of the contract, the State and contractor shall perform an inspection to determine if the contractor has maintained the buildings and its systems in a satisfactory condition. Any deficiencies shall be repaired by the contractor, or the State shall make a deduction from any monies the State owes the contractor, in an amount sufficient to repair, replace, or correct the noted deficiencies in any equipment, or fixtures, in order to maintain full and uninterrupted operation of the facilities in its post-improvement condition.

3.17.2 VIIS TURNOVER

Prior to the end of the contract period, the contractor shall transfer the following VIIS components to State staff:

- Data warehouse
- Rules engine and rules
- Reference tables
- Transactional VID data
- Authentication data (including any algorithms for encryption, decryption, and authentication)
- All reports developed as part of this contract
- All NJ IDE components, including web services, XML schema or other components developed to communicate with the data warehouse and MVC/OIT systems as part of this contract
- Internal and External web interfaces
- Training materials
- Data conversion programs
- Technical and user documentation
- Current copy of all source program code for interface programs

- Any software licenses.

In addition, the contractor must provide all data from the transactional VID and authentication database to the State for conversion for the next contract. The contractor and the State Contract Manager shall agree on the format in which the data shall be provided.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID 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 signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit 12 full, complete, and exact copies of the original proposal.

In addition, the bidder must submit 12 **full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder 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 BID PROPOSAL CONTENT

The bid proposal should be submitted in two, separate volumes, with the first volume divided into three (3) sections with tabs (separators), and the content of the material located behind each tab, as follows:

Volume I

- Section 1 – Forms (RFP Sections 4.4.1, 4.4.2 and 4.4.3)
- Section 2 – Technical Proposal (RFP Section 4.4.4)
- Section 3 – Organizational Support and Experience (RFP Section 4.4.5)

Volume II – Section 4 – Price Schedule (RFP Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory Page provided on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. The Signatory Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

4.4.1.3 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. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form (located at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>) must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH BID

4.4.2.1 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 New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE SUBCONTRACTING

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in its bid proposal a completed and signed Notice of Intent to Subcontract form located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>). Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan form located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>). Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact the New Jersey Commerce and Economic Growth Commission at (609) 292-2146.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to 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 State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage (<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>).

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form (<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>). Refer to section 7.1.2 of this RFP.

4.4.4 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 information discussed below.

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.

The bid response must include a response to the State's Scope of Work (Section 3) and all of its subsections, specifically each mandatory requirement, i.e., "must" or "shall" statement. In addition to responding to the mandatory requirements, the bidder's response must also include in its bid response the items identified in Table 9.

Table 9 – Additional Bid Response Items

Section Reference	Bid Response Requirement
3.1, Overview of Scope of Work and Contract Schedule	<p>The bidder shall propose a schedule based on the critical implementation dates described in Section 3.1. The bidder's response proposal must set forth in detail the schedule for completing all tasks and subtasks required by the scope of work. The schedule will be presented in Microsoft Project, and shall show the projected time frame for the project steps.</p> <p>The schedule may be included as part of Section 4.4.4.3, Contract Schedule.</p>
3.2.1, Project Management Plan	<p>The bidder shall present a draft Project Management Plan as part of its response. The draft plan shall detail each aspect of the implementation effort and establish a critical path time line for the completion of each task to be performed.</p> <p>The plan shall include organization charts showing the chain-of-command that will be used by the contractor, and shall be sufficiently detailed to show lines of reporting and specific job titles. The plan shall include a personnel chart containing job descriptions, duties, and responsibilities of all contractor personnel.</p>
3.3.1, Network Design and Lane Configuration	<p>The bidder shall present a draft Network Design and Lane Configuration Plan for the current program as part of its response. The bidder must describe its proposed centralized network design and lane configuration for operations under the current inspection program. The bidder should demonstrate an adequate number of inspection lanes configured to meet</p>

Section Reference	Bid Response Requirement
	the customer convenience requirements, wait time standards, and technical requirements of this RFP.
3.3.3.1, Facility Staffing	The bidder shall present a draft Facility Staffing Plan for the current as part of its response. The bidder must include a detailed outline for the conversion of the management and operation of the present centralized, test-only, inspection system from the current contractor control to its own control, including the transition of the labor force. At a minimum, the bidder should include proposed staffing for typical periods throughout the work day and month and staffing for maximum throughput capacity of which the lane configuration is capable. The staffing plan should include a proposed hiring plan and time line. The bidder's proposal shall include a description of the inspection lane staff configuration at each facility and an outline of the duties assigned to each position in the inspection lane.
3.3.3.2, Employee Training and Certification	The bidder shall present a draft Employee Training Plan as part of its response to describe its approach for ensuring that all employees receive the necessary training to operate and maintain the inspection system.
3.3.7, Customer Relations	The bidder shall present its approach for providing customer relations and shall outline its procedures for resolving vehicle damage claims.
3.3.9, Audits	The bidder shall present a draft Audit Plan to as part of its response to describe its approach and schedule for regular self audits of any equipment the contractor is responsible for maintaining.
3.3.10, Security	The bidder shall present a draft Facility Security Plan to as part of its response to describe all security measures that shall minimize unauthorized access, monitor and identify any attempts to improperly access the system, and identify any unauthorized changes to inspection or other records. The bidder shall describe its approach methods for preventing tampering with the inspection equipment, VIRs, and inspection stickers and provisions to prevent break-ins and theft of equipment, documents and supplies.
3.3.11, Inspection Equipment Maintenance	The bidder shall present a draft Inspection Equipment Maintenance Plan to as part of its response. The bidder should specify its approach for supplying replacement equipment, spare parts and consumables necessary to properly implement and maintain operation of the current and new system, including all necessary emissions and safety test equipment, and IT equipment. The bidder should provide a schedule for routine equipment maintenance and turnaround times for completing equipment repairs. The bidder must describe in detail the manner in which the emission equipment and its maintenance will be provided along with the cost for this service. The bidder must include equipment maintenance provisions for CIFs/SIFs, PIFs and DEICs, and state-operated mobile inspections.
3.3.12, Routine Maintenance and Operation of Buildings and Grounds	The bidder shall present a draft Facility Maintenance and Grounds Plan to as part of its response to describe its approach and schedule for providing routine maintenance and repair for centralized facility buildings and grounds.
3.3.13, Capital Maintenance, Repairs, and Renovation at	The bidder shall describe its general approach for providing capital improvements at the centralized facilities, including the general approach for structural repair/replacement and property repair/replacement.

Section Reference	Bid Response Requirement
<p>Existing CIFs</p> <p>3.4, VIIS Design, Development, Testing and Implementation</p>	<p>The bidder must present a draft VIIS Project Management Plan as part of its response. The bidder shall describe its approach and schedule for applying best practices in software development to VIIS design, development, testing, deployment, and maintenance, consistent with the Rational Unified Process (RUP) methodology. The bidder must describe the aspects of RUP that it will use, modify, augment or omit. The bidder must detail its phased approach to implementing all VIIS components according to this lifecycle.</p>
<p>3.5, Transition Centralized Facilities to New Program</p>	<p>The bidder shall present a draft Facility Retrofit Plan to as part of its response. The plan shall include at a minimum: identification of all inspection facilities to be retrofitted, the scope of work at each particular facility, the number of proposed lanes to be utilized at each facility (both retrofitted lanes and newly constructed lanes at existing facilities), exterior site work to be performed at each site, a work plan for closing certain lanes (and/or facilities) during construction, quality control measures, and a date for the completion of each phase.</p> <p>The bidder must describe its proposed centralized network design and lane configuration for operations under the new inspection program. The bidder should demonstrate an adequate number of inspection lanes configured to meet the customer convenience requirements, wait time standards, and the technical requirements of this RFP.</p> <p>The bidder must include a detailed outline of the staffing required for the new program. At a minimum, the bidder should include a minimum staffing for typical periods throughout the work day and month and staffing maximum throughput capacity of which the lane configuration is capable. The bidder's proposal shall include a description of the inspection lane staff configuration at each facility and an outline of the duties assigned to each position in the inspection lane under the new program.</p>
<p>3.8, Private Decentralized Facilities</p>	<p>The bidder must submit a draft PIF and DEIC Support Plan, including a timeline showing milestones, of the services to be offered by the bidder to assist the PIFs and DEICs. The bidder shall describe its proposed fee structure as part of its proposal (such as, but not limited to, up-front costs, transaction fees, monthly fees). The bidder shall describe its approach and schedule for maintaining all equipment that it supplies to the PIFs and DEICs.</p>
<p>3.8.3, PIF/DEIC Payment Structure</p>	<p>The fees paid by PIFs and DEICs to the contractor that will reimburse the contractor for the cost of the inspection transaction, emissions equipment and emission equipment maintenance, are to be determined by the contractor and must be included in the bidder's proposal.</p>
<p>3.13.4.2, VID</p>	<p>The bidder shall propose a VRT for use in the inspection equipment, including data content and the method to be used to keep it updated.</p> <p>The bidder must propose a Vehicle Reference Table for use in the inspection equipment, including data content and the method to be used to keep it updated.</p>
<p>3.13.4.4, Data</p>	<p>The bidder shall include in its proposal the metrics that reflect optimized</p>

Section Reference	Bid Response Requirement
Warehouse	warehouse performance.
3.13.5, VIIS Business Rules	The bidder must detail its approach to implementing business rules as part of the integrated VIIS. The State prefers a commercial off-the-shelf (COTS) rules engine product, but the bidder may propose an equivalent alternative.
3.13.7.1, General Web Interface	The bidder shall describe its approach to implementing the required VIIS web interface as part of its response to this procurement.
3.13.8, Reporting and Querying	The bidder shall describe its approach for reporting and querying using both the VID and the data warehouse. The bidder must describe in its response its approach to the reporting requirements discussed in the subsections of RFP Section 3.13.8.
3.13.14, VIIS Technical Documentation	The bidder shall provide a Documentation Plan with its proposal.
3.15, Public Information and Education	The bidder shall present a draft Public Information Plan as part of its response describing its general approach for providing a broad spectrum of public information and education services.
3.17, Contract Turnover and Closeout	The bidder shall present a draft Contract Turnover and Closeout Plan to as part of its response describing its approach for turning over the facilities, equipment, and the VIIS to the State at the conclusion of the contract.

Note: The submission of draft plans in the bidder's response does not constitute completion of the requirement to submit the plans in a final form subject to State review and approval.

4.4.4.1 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.

4.4.4.2 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.

4.4.4.3 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.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 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.

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.

Configuration block diagrams, down to the component level of the proposed system, must be submitted with the bid proposal. Each hardware and software item must be identified by manufacturer, product name, and model number, as applicable. For software, version number, release date, and maintenance level numbers must be provided.

4.4.5 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.

4.4.5.1 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.

4.4.5.2 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.

4.4.5.3 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.

4.4.5.4 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.

4.4.5.5 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.

4.4.5.6 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.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the two most recent calendar years or the bidder's two most recent fiscal years. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 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.

4.4.6 SECTION 4 – COST PROPOSAL

The bidder must submit its pricing using the format set forth in the State-supplied price schedule included with this RFP. Failure to submit all information required may result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of the contract.

All price lines for this RFP and the resulting contract shall be either all-inclusive hourly rates or firm, fixed prices.

Price Line 00001 – The bidder shall present the component per-test costs and price line 00001 will automatically calculate the overall per-test cost for centralized facilities under the current program.

Price Lines 00002 through 00015 – Pricing is required for the removal of each piece of old equipment identified on price lines 00002 through 00007, as well as for the installation of each new equipment item on price lines 00008 through 00015. The State shall pay, however, for the removal of old equipment on a per-station basis. Similarly, the State shall pay for the installation of new equipment on a per-station basis.

Price Lines 00016 through 00023 – VIIS deliverables are identified for pricing on these price lines. The bidder shall input a firm, fixed-price cost for each deliverable.

Price Line 00024 – The bidder must input the component per-test costs and price line 00024 will automatically calculate the overall per-test cost for centralized facilities under the new program.

Price Lines 00025 through 00031 – With the exception of the add-on items, the bidder must provide three prices for the remaining items in this group of price lines: one-time charge, monthly charge, and transaction fee. For the add-on items, the bidder must provide a one-time charge and a monthly charge.

Price Lines 00032 through 00040 – With the exception of the add-on items and the DEP stationary base unit, the bidder must provide three prices for the remaining items in this group of price lines: one-time charge, monthly charge, and transaction fee. For the add-on items and the DEP stationary base unit, the bidder must provide a one-time charge and a monthly charge.

Price Line 00041 – The bidder must enter the cost to train one (1) State employee.

Price Line 00042 – The bidder must enter a cost for early contract termination for convenience in Years 2, 3 or 4 of the contract resulting from this RFP. The cost shall only include charges for work satisfactorily performed through the date of termination and reasonable costs of termination. The cost shall not incorporate anticipated profit.

Price Line 00043 – The bidder shall provide labor categories and all-inclusive hourly rates for categories such inspectors, engineers, architects, database administrators, programmers, etc.

Price Line 00044 – This price line is necessary if the State owes the contractor an early implementation incentive.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this 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 bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of five years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP at

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. If delays in the procurement process result in a change to 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 all or part of three one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 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.

5.6 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.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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.

5.8 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 and shall be delivered to the State 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.

Notwithstanding the foregoing:

- a. 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.
- b. During the term of the contract, should the contractor develop any intellectual property for the use of its customer base, and not paid for under this contract but to be used by the State as part of the contractor's solution to the State's business requirements, the State claims no ownership rights to such property. However, the contractor shall grant to the State a paid up, royalty-free, non-exclusive, non-transferable, perpetual license to use such intellectual property.

Table 10 describes the software and data ownership requirements at the end of the contract period. For software and data that the State shall own, the contractor must provide full rights to modify all software, interfaces, databases, data structures, data marts, data definition language (DDL), design documents, entity-relationship diagrams, other documentation, web services, XML schemas, code, and any other materials associated with the identified VIIS component.

Table 10 – VIIS Software and Data Ownership

VIIS Component	State Ownership	Contractor Ownership
VIDs Structure		X
Transactional VID Data	X	
Reporting/Data Warehouse Database and ETL	X	

VIIS Component	State Ownership	Contractor Ownership
Internal Web Interface	X	
External Web Interface	X	
Fraud and Performance Trigger Report Software	X	
Wait Time Software	X	
NJ Inspection Data Exchange Components (including all schema, web services, and related documentation)	X	
Inspection Equipment Software		X
Authentication Software		X
Authentication Data	X	
Documents	X	

The contractor or subcontractor, as the case may be, is subject to an escrow agreement in which the contractor or subcontractor and the State will establish an escrow with an independent agent or the State may act in its sole option as its own escrow agent, who will provide for the retention, administration, and controlled access of the original and derivative work. Any fees associated with the deposit of proprietary software with an independent agent shall be the contractor's sole responsibility. This agreement shall be supplementary to all license agreements and shall be subject to the review and approval by the State.

Under the following circumstances or events of default, the State shall automatically be permitted access to the source code of any proprietary software and/or derivative work of the contractors and/or subcontractors:

- contractor/subcontractor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or
- contractor/subcontractor applies for or consents to the appointment of a trustee, receiver or other custodian for contractor, or makes a general assignment for the benefit of its creditors; or
- any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against contractor/subcontractor, and if such case or proceeding is not commenced by contractor/subcontractor, it is acquiesced in or remains undismissed for sixty days (60) days; or
- contractor/subcontractor ceases to do business, and/or ceases to perform, support and maintain the licensed system, the Escrow Agreement or any other applicable agreement with Licensee or the State; or
- contract is terminated for any reason, prior to the normal expiration dates as are set forth in the contract; or the portion of the contract pertaining to the operation and maintenance is terminated for any reason; or
- contractor fails to pay any fee of the escrow agent; or
- contractor/subcontractor takes any corporate or other action to authorize or in furtherance of any of the foregoing.

The contractor/subcontractor grants the State, its successors and assigns, an irrevocable, nonexclusive, paid-up right and license to use, execute, reproduce, display, perform, maintain, support, upgrade and modify the license system, and distribute the same internally, and to prepare derivative works based on the licensed system, exclusively for the operation of the New Jersey I/M Program or what is otherwise necessary for the fulfillment of licensee's obligation under its contract or subcontract, following the occurrence of an event of default. Licensee or the State may engage the services of third parties to enable its access to the benefits of the

license granted herein. The provisions of the section shall survive the termination of the Escrow Agreement following the occurrence of an event of default.

A sample escrow agreement is contained in Appendix T.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 CLAIMS AND REMEDIES

5.13.1 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.

5.13.2 REMEDIES

5.13.2.1 REMEDIES FOR FAILURE TO COMPLY WITH CONTRACTUAL OBLIGATIONS

If the State determines that the contractor has failed to meet a contractual obligation or performance standard due to the contractor's failure to comply with any of the requirements of the contract, the State shall notify the contractor in writing of the failure and direct the contractor to submit a corrective action plan by a stated due date.

If the State receives the plan by the due date, the State will work with the contractor to achieve a mutually agreed-upon final corrective action plan and schedule. If the State and the contractor cannot agree as to what remedies should be implemented to correct the problem, the State may direct the contractor to take different or additional corrective measures to be completed by a specified date. The corrective action ordered by the State may include, but is not limited to, changes in operating procedures, personnel or operating hours, or redesign, repair or replacement of operations equipment or software. All changes made under this section shall be at the contractor's expense.

Nothing in the contract shall be construed to be a waiver of the State's right to terminate the contract for cause, pursuant to the State's Standard Terms and Conditions incorporated herein and made a part of this contract. Nothing in this section or contract shall be construed as a waiver of the State's right to assess liquidated damages as set forth below.

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.

5.13.2.2 LIQUIDATED DAMAGES FOR FAILURE TO MEET PERFORMANCE STANDARDS

Effective and efficient operation of the project is necessary to promote the best interests of all parties, especially the public. To the extent that actions of the contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. As a result, situations may arise where the imposition of liquidated damages may be required to compensate for the failure to meet performance standards.

If the contractor fails to meet any of the performance standards or conditions of the contract, the State may withhold payment for damages from the fees due to the contractor in an amount equal to the damages stated in this section. Such payments shall not relieve the contractor of its obligation to remedy any breach of performance standards to which they relate. Nothing in this section shall limit the State's right to seek damages or any other remedy at law or equity not specified in this section.

- **Improper Inspection and Customer Service Procedures**
If the State determines that one or more inspectors, station managers, or customer service representatives are not performing their duties as defined in the contract in accordance with the contractor's and the State's approved testing procedures, or if lanes are being operated, or customer service functions are being performed, by unauthorized service personnel, the contractor will be assessed damages of \$500 for each improper test or service function.
- **Loss or Corruption of Vehicle, Test, and Related Data**
The contractor is responsible for the quality and integrity of vehicle, test and other data required to be maintained on, or transmitted to, the VIIS. If the State determines that any data has been lost or corrupted as a result of an action or inaction by the contractor, the State may assess liquidated damages in the amount of \$100 for each record so identified.

- **Excessive Daily Average Wait Time**
In the event that the daily actual average wait time standard defined in Section 3.3.6 has been exceeded at an inspection facility, the State may assess damages of \$2500 for each testing day for each Inspection Facility at which the daily actual average wait time standard is exceeded, and \$2500 additional for each 10 minute increment, per facility, above the standard.
- **Excessive Monthly Average Wait Time**
In the event that the monthly actual average wait time standard defined in Section 3.3.6 has been exceeded at an inspection facility, the State may assess damages of \$2500 per month for each Inspection Facility at which such standard was exceeded, and \$2500 additional for each 10 minute increment, per facility, above the standard.
- **Failure to Service PIFs and DEICs**
If the State determines that the contractor is not providing repairs and spare parts to PIFs and DEICs within the response times defined in Section 3.8.2, the contractor will be assessed damages of \$500 for each instance of not meeting the required response time.

5.13.2.3 LIQUIDATED DAMAGES ASSESSMENT PROCEDURE

Prior to the imposition of any of the damage provisions in this section, the State shall provide written notice to the contractor specifying the nature and details of each violation, including reference to the section(s) under which the damages are being proposed and the amount of money proposed to be withheld from the contractor's payment. The notice shall be sent to the contractor within forty-five (45) days after the end of the month in which the State becomes aware of one or more damage occurrences and shall contain an accounting of all such situations known to the State at that time.

An action or failure to act on the part of the contractor may violate more than one provision of this section or corollary provisions of the contract. However, due to the significance and severity of damages which may be imposed on motorists and the State as a result of contractor action or inaction, or penalties which may be imposed on the State by the USEPA for failure to operate an approved program, the State shall have the right to determine which provision or provisions apply and assess damages accordingly.

Where feasible, reasonable efforts shall be made by the parties to resolve such damage claims prior to the date of payment of the contractor's invoice for such month or as soon as practicable thereafter. Payment of the contractor's invoice without resolution of such claims, shall be without prejudice to the contractor's and State's rights and obligations to continue to attempt to resolve such claims.

The State's decision not to invoke liquidated damages in any instance of performance deficiency shall not be deemed to be a waiver of the State's right to invoke liquidated damages in any other instance.

5.13.2.4 REMEDIES FOR FAILURE TO MEET IMPLEMENTATION SCHEDULE

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 by 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

If the contractor fails to complete the implementation schedule set forth Section 3.1, or fails to meet the completion date for any other task or sub-task by the agreed-upon completion date, the State may authorize the delivery of contract items or performance of contract tasks by any available means. The difference between the price paid by the State and the defaulting contractor's price shall be deducted from any monies due to the defaulting contractor. If there are no monies due to the contractor, the damages shall be an obligation owed the State by the contractor.

5.14 RETAINAGE

The amount of retainage is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. 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.

5.15 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 price schedule.

5.16 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.

5.17 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.

5.18 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.

5.19 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

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 price schedule 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 price schedule 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 include all other required State approvals, such as those that may be required from the State's Office of Management and Budget (OMB) and 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.

5.20 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. 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.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

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.

Reimbursement of Costs

Reimbursement of costs to the contractor by the State shall be paid under two (2) separate and distinct categories: (1) capital costs; (2) operational and maintenance costs. In addition, all costs associated with the design, installation, operation and maintenance of the PIF and DEIC equipment are not reimbursable by the State to the contractor; those costs are to be reimbursed directed by the PIFs to the contractor.

Capital Costs Reimbursement

The bidder shall identify in its bid submission a fixed lump sum representing the total capital costs for the retrofit/construction of facilities, centralized and decentralized inspection equipment, and the development and testing of the VIIS. All costs associated with capital improvements will be paid to the contractor on a "milestone-completed" basis.

Operational Costs Reimbursement

All costs associated with the operation and maintenance of the CIFs will be paid to the contractor on a "per inspection fee" basis. Included in the "per inspection fee" will be all costs pertaining to facility maintenance, the operation and maintenance of all inspection equipment (both safety and emissions), the operation and maintenance of the VIIS, and all public

information and education costs. The contractor shall not charge customers for vehicle inspections or reinspections.

Early Implementation Incentive

The Statement of Work requires the roll out of the new program to the PIFS and DEICs during the 6-month period before the 18th month after the Contract Start Date. It is to the State's advantage to have the new program fully implemented at the PIFs and DEICs as expeditiously as practical. To reward the contractor for early implementation, the contractor shall be paid \$150,000 for each month prior to the 18th month after the Contract Start Date in which the new program has been fully implemented at the PIFs and DEICs.

5.20.1 PAYMENT TO CONTRACTOR – OPTIONAL METHOD

The State 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 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.

5.21 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

5.21.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The contractor shall hold and save the State, 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 uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State agrees: (1) to promptly notify the contractor in writing of such claim or suit; (2) that the contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the contractor in the defense of such claim or suit, to the extent that the interests of the contractor and the State are consistent.

c. In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.21.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 200% of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

The contractor shall not be liable for special, consequential, or incidental damages.

5.21.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance:

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.21.4 TERMINATION OF CONTRACT – FOR CONVENIENCE

Section 3.5 of the NJ Standard Terms and Conditions version 05 09 06 regarding termination of contract for convenience is deleted and replaced with the following:

d. Notwithstanding any provision or language in this contract to the contrary, the Director may terminate in the second, third or fourth year of the contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 180 days written notice to the contractor, and the contractor shall be due the termination charge as identified in its bid response. In the fifth year or subsequent extension periods of the contract, the Director may terminate the 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, with no termination charge due the contractor.

6.0 PROPOSAL EVALUATION

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 consultants in an advisory role.

6.2 ORAL PRESENTATION 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 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 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 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:

- a. The bidder's general approach and plans in meeting the requirements of this RFP.
- b. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- c. 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.

- d. 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.
- e. Price

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

- a. Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-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. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed “reportable” under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.
- b. 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. The definition of a business entity 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 section 527 of the Internal Revenue Code 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.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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 the Legislation, (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 the Legislation; (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 the Legislation; 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 the Legislation.

7.1.1.3 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 the Legislation 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 mean 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 Intent to Award.

7.1.1.4 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.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is

necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>.

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

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF 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 any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

Within one month after the Contract Start Date, the contractor shall provide the Director with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities webpage at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39078.shtml>. The contractor must provide the performance bond within thirty (30) days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof. Within thirty (30) days of the anniversary of the contract effective date, the contractor shall provide proof to the Director that the performance bond in the required amount is in effect. Failure to provide such proof may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

For performance bonds based on a percentage of the total estimated contract price, the performance bond requirement is calculated as follows. For the first year of the contract, the performance bond percentage on the RFP signatory page is applied to the estimated total contract amount for the full term of the contract. On each anniversary of the effective date of the contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFP performance bond percentage to the outstanding balance of the estimated amount of the contract price to be paid to the contractor.

In the event that the contract price is increased by amendment to the contract, the contractor may be required to provide, within thirty (30) days of the effective date of the amendment, performance bond coverage for the increase in contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth on RFP signatory page to the increase in contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

8.0 CONTRACT ADMINISTRATION

8.1 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 Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 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.

8.1.2 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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 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 shall contain the provision 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. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- 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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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 its 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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

- 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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

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.

State of New Jersey Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

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.

7. 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
Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.