



Request for Proposal 08-X-38216

For: Point-of-Sale: MVC Modernization Program

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	05/09/07	5:00 PM
Mandatory Pre-bid Conference	04/25/07	10:00 AM
Mandatory Site Visits (Refer to RFP Section 1.3.3 for more information.)	04/23/07 04/24/07	10:00 AM 10:00 AM
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	06/20/07	2:00 PM

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

Small Business Set-Aside	Status	Category
(Refer to RFP Section 4.4.2.2 for more information.)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input checked="" type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input checked="" type="checkbox"/> III
	<input checked="" type="checkbox"/> Subcontracting Only	

RFP Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency
State of New Jersey
Motor Vehicle Commission (MVC)

Date: March, 2007

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List of Appendices

The following appendices are provided in separate .pdf files on the State website at:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.shtml>

- Appendix 1 - Overview of Current Point-of-Sale System
- Appendix 2 - Price Schedules
- Appendix 3 - Venue Addresses
- Appendix 4 - IBM PC Workstation Specification
- Appendix 5 - Various Dell PC Specifications
- Appendix 6 - Current Check Endorsement
- Appendix 7 - Forms RSC-1 and RSC-2
- Appendix 8 - RSC EOD Revenue Summary
- Appendix 9 - RSC EDH Event Codes
- Appendix 10 - Workstation Counts
- Appendix 11 - RSC Forms
- Appendix 12 - Sample Bar Code
- Appendix 13 - Sample OCR-A
- Appendix 14 - State Holidays
- Appendix 15 - MVA Documents Issued and Revenue Collected
- Appendix 16 - RSC Items Issued and Revenue Collected
- Appendix 17 – Services and Resources Provided By MVC

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 State of New Jersey, Motor Vehicle Commission ("MVC"). The purpose of this RFP is to solicit proposals from qualified bidders for a Point-of-Sale Modernization Program for the MVC.

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.

The NJ Standard Terms & 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

Currently, MVC uses standalone cash registers to meet its need for cashier management of Point-Of-Sale (POS) transactions. Cashier and information systems are not integrated. There are two (2) major information systems that provide data for POS transactions.

- The Agency System is used by the Motor Vehicle Agencies (MVAs) and some bureaus.
- The Comprehensive System is used by Regional Service Centers (RSCs) and some bureaus.

At the public, over-the-counter, POS locations only cash, money orders and checks are accepted.

The cash registers offer no integration with installed information systems and very limited cashiering functionality, especially in the MVAs. The cash registers have limited data entry capability to annotate transactions that link the cashier and the data systems. They provide a journal tape of all tender transactions, but limited reconciliation tools. Credit card processing is limited to card-not-present transactions. MVC collects close to \$900 million annually for the services it delivers to the motoring community. Currently, use of credit cards is limited to Internet and Interactive Voice Response (IVR) service channels for surcharge payments, registration renewals, abstract requests and personalized plates. Network connectivity between MVA's, RSC's, and any other internal State offices are provided by MVC and the Office of Information Technology (OIT). All these connections are currently in place and supporting the present production network load with a TCP/IP-based communication infrastructure.

The present sizing of the network is adequate to handle present traffic across the WAN, last-mile and LAN, including

- 3270 green screen emulation to the Trenton mainframe,
- MQ (IBM Websphere MQ) messaging between Agencies and the mainframe,
- DDL image pushes from the camera workstations to the central image repository in Trenton,
- shared file and print services,
- email,
- batch traffic and

- Other miscellaneous traffic.

The 3270 green-screen applications will be phased out over the next couple years in favor of browser-based GUI applications.

Appendix 1, "Overview of Current Point-of-Sale System" provides a complete description of MVC's current POS system.

The Point-of-Sale Modernization Program is intended to resolve the issues found in the "Fix DMV Final Report" and the resulting legislation. This report may be accessed at the following website:

<http://www.njstatelib.org/NJLH/lh2003/attachments/FixDMV.pdf>. For convenience, some extracts of the report are provided below. It should be noted that MVC was previously called Division of Motor Vehicles (DMV).

The Fix DMV Commission uncovered an urgent need for a new strategic vision of the DMV that ...

- Meets or exceeds customer satisfaction and expectations
- Reduces wait times for products and services
- Expands customer service options
- Issues bona fide and secure documents:
- Provides improving fraud detection methods
- Institutes effective investigative processes, auditing and internal control systems to expedite the investigation and prosecution of criminal activities
- Integrates use of computer and information technologies
- Provides Service Enhancement Goals
- Increases customer satisfaction
- Reduces cycle time
- Increases confidence in documents and services
- Provides greater accessibility, clarity, and timeliness of information
- Increases collection of non-tax revenue

DMV employees are hampered by the lack of modern technology. There are close to 800 employees in critical customer service areas. FIX DMV recommends that all "dumb" terminals be replaced with Point-of-Sale smart terminals to enhance DMV (now MVC) employees' productivity and ultimately result in faster, more cost effective customer service. The new smart terminals must support enhanced security features, such as finger or thumb scan, for access control and transaction authentication as well as payment by credit card.

"The Motor Vehicle Security and Customer Service Act," approved in January 2003, includes comprehensive reform measures that will make the agency more responsive to the concerns of New Jersey motorists and address problems of fraud, corruption and identity theft. Full text of the report and the legislation may be accessed at (<http://www.njstatelib.org/NJLH/lh2003/ch13.htm>) on the web.

MVC's general business goals are:

- Establish consistent procedures, requirements and availability.
- Improve overall efficiency of system, including speeding up the receipt of revenue.

- Improve accuracy of record keeping.
- Assume greater control and reduce theft and the opportunity for theft.
- Increase reporting flexibility
- Increase auditing tools and capabilities
- Increase flexibility of the system to meet unforeseen needs and requirements.
- Decrease the amount of time for transactions
- Provide a more durable and secure product
- Automate the collection of revenue
- Decrease the amount of time to receive funds
- Increase the availability of data collected through the system
- Increase the types of data available through the system

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to 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.)

Bidder's are requested to submit questions prior to the scheduled date of the Mandatory Pre-Bid Conference so that the State can be prepared to answer these questions at the Mandatory Pre-Bid Conference.

1.3.2 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.htm>

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.

1.3.3 MANDATORY SITE VISITS

Mandatory Site Visits have been scheduled for this procurement on the dates and times indicated on the cover sheet. The locations of the Mandatory Site Visits will be as follows:

**(04/23/07) Eatontown: 109 State Route 36
Eatontown, NJ 07724**

Directions to the Eatontown Site can be found at the following web address:

<http://www.state.nj.us/mvc/Location/Monmouth.htm>

**(04/24/07) Flemington: Cinema Plaza
240 US Highway 202 / 31
Flemington, NJ 08822**

Directions to the Flemington Site can be found at the following web address:

<http://www.state.nj.us/mvc/Location/Hunterdon.htm>

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at BOTH Mandatory Sites.

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

1.3.4 MANDATORY PRE-BID CONFERENCE

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

**33 West State Street - 9th floor Bid Room
Trenton, NJ 08625**

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.4 ADDITIONAL INFORMATION

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.

It is the sole responsibility of the bidder to be 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.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

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 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 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.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, 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. Also referred to as the Implementation Contractor.

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

Division – The Division of Purchase and Property

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

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.

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

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

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

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Sections 8.1, 8.1.1, and 8.1.2.

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

2.2 CONTRACT SPECIFIC DEFINITIONS

AAMVA – The American Association of Motor Vehicle Administrators is a tax-exempt, nonprofit organization striving to develop model programs in motor vehicle administration, police traffic services and highway safety. The association serves as an information clearing-house for these same disciplines, and acts as the international spokesperson for these interests.

Abstract – Printed certified copy of records regarding driver history, title history and registration history, certified documents of restoration of driving privileges, or other letters issued by MVC.

ACH – The Automated Clearing House (ACH) network is a nationwide, wholesale electronic payment and collection system. It is a method of transferring funds between banks via the Federal Reserve System. It is used by most, but not all, financial institutions.

Acquirer - An organization that collects credit-authentication requests from merchants and provides the merchant with a payment guarantee.

ACS – Automated Complaint System. This system records all criminal and non-traffic matters initiated in the Municipal Court system. These matters typically impose driver license suspensions.

ADLT – Automated Driver License Testing System – Computerized system that tests applicants for their knowledge of law regarding driver license privileges. The testing results are sent to the MVC Comprehensive System in real-time for validation and history recording.

Agency System – An application, hosted on a server at each MVA, that accepts POS transactions, performs edit checks on those transactions, and then serves as a conduit to the Comprehensive System. See Appendix 1, (1.5) Agency System for expanded definition.

AICC – Aviation Industry CBT (Computer-Based Training) Committee – This committee put guidelines together for providing computer based training.

ASP - Application Service Provider is a third-party entity that manages and distributes software-based services and solutions to customers across a wide area network from a central data center.

ATS – Automated Traffic System. This system provides direct electronic exchange of information between the Municipal Court Systems and the MVC.

ATV - All Terrain Vehicle (ATV) is any motorized off-highway vehicle 50 inches or less in width, having a dry weight of 700 pounds or less, traveling on three or more low-pressure tires, designed for operator use only with no passengers, having a seat or saddle designed to be straddled by the operator, and handlebars for steering control.

AUTOPIC - Another term used by MVC for Driver License Number.

Basic Driver License (Basic License) – License issued to individuals at least 18 years old who have successfully completed the Provisional License and/or Examination Permit phases. Also applies to customers who have successfully transferred driving privileges from out of state.

Biometric– A type of biometric security utilizing fingerprint identification technology used to access a computer and sometimes to permit a document to be printed.

CDL– Commercial Driver License. There are three classes of commercial driver licenses (A, B, and C). However, in order to apply for these licenses, you must first satisfy the requirements for a Basic Auto Driver License (Class D).

CDLIS – Commercial Driver License Information System, is mandated by the Commercial Motor Vehicle Safety Act (CMVSA) of 1986. CDLIS supports the issuance of commercial driver licenses (CDLs) by the jurisdictions, and assists jurisdictions in meeting the goals of the basic tenet “that each driver, nationwide, have only one driver license and one record” through the cooperative exchange of commercial driver information between jurisdictions.

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

COTS – Commercial off-the-shelf. Describes software or hardware products that are ready-made and available for sale to the general public. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses. COTS products are designed to be implemented easily into existing systems without the need for customization.

Comprehensive System (COMP System) – The collection of mainframe subsystems and applications that support the MVC. This system includes driver testing, licensing, driver history, registration, title, and revenue systems.

CSR – Customer Support Representative, typically an MVC employee providing face-to-face contact and service to MVC customers.

DDL- Digital Driver License. The New Jersey Motor Vehicle Commission (MVC) is now issuing a more secure state driver license to combat the growing national problem of ID fraud. MVC began issuing New Jersey’s first generation Digital Driver License (DDL) in mid-January 2004.

Delayed Capture- Transaction type that uses the information from an authorization transaction to capture funds. This is the second step in the delayed settlement process and should be used when shipment of goods will be delayed.

Delayed Settlement - A two-phase process that utilizes an authorization transaction and a delayed capture transaction to process customer orders.

DL – An acronym for Driver's License. A license authorizing the bearer to drive a motor vehicle.

DLN - Driver License Number. The unique number assigned to one particular driver license document issued by MVC.

Driver Conference/License Review - A physical area of desks for counselors located within an RSC where a customer may obtain and/or supply information regarding their driving privilege status. The customer may also pay various fees (i.e., restoration and surcharge).

Driver History – See Abstract. See also Enhanced Driver History.

Enhanced Driver History (EDH) – A driver history system that tracks and stores suspensions, violations, restorations and accident events.

GDL - Graduated Driver License. This limited driving privilege is extended to New Jersey residents who are 16 years of age but less than 17 years of age. They may choose to enroll in a behind-the wheel driving course with a high school or commercial driving school in order to participate in the program.

GSN – Garden State Network. The wide area network maintained by the State Office of Information Technology (OIT) that connects New Jersey State offices.

IRP – International Registration Program. The IRP is a cooperative agreement for registering vehicles that travel interstate. Under the IRP, interstate carriers must file an application(s) with the jurisdiction in which they are based.

IVR - Interactive Voice Response. A technology which permits end users to interact with a computer which delivers audio responses to the caller.

Joint Application Development\Design (JAD) – A methodology that involves the client or end-user in the design and development of an application, through a succession of collaborative workshops called JAD sessions.

MATRIX - Motor Vehicle Automated Transaction System, a large development project to replace the existing Comprehensive System.

MICR – (Magnetic Ink Character Recognition) A character recognition system that uses special ink and characters.

MVA – Motor Vehicle Commission Agency. An MVC operated venue where the Agency System is used by MVC employees to process business transactions. For a list of Agencies see Appendix 3, "Venue Addresses".

MVC Headquarters – MVC's Central administrative office located at 225 East State Street in Trenton, NJ.

NACHA – The Electronic Payments Association, represents more than 12,000 financial institutions through direct memberships and a network of regional payments associations, and 650 organizations through its industry. NACHA develops operating rules and business practices for the Automated Clearing House (ACH) Network and for electronic payments in the areas of Internet commerce, electronic bill and invoice presentment and payment, (EBPP, EIPP) e-checks,

financial electronic data interchange (EDI), international payments, and electronic benefits transfer (EBT).

NDR – National Driver Register. – NDR is a nationwide database which includes information submitted by all 50 U.S. states, Canada, and Mexico about persons to whom a driver's license was issued, and who have an unresolved problem related to that license (e.g., unpaid fine).

OIT – Office of Information Technology. The State control agency for technology in New Jersey, which runs the State's data centers, web presence, and statewide communications.

Pin-Pad Device – A device through which a Cardholder may enter his or her PIN. POS (Point-of-Sale).

Problem Driver Pointer System (PDPS) - The PDPS is used to search the National Driver Register (NDR). This is a repository of information on problem drivers provided by all 51 U.S. jurisdictions. Based on information received as a result of an NDR search, PDPS will "point" the inquiring jurisdiction to the State of Record, where an individual's driver status and history information is stored. In conjunction with the Commercial Driver License Information System, PDPS is intended to assist jurisdictions in the meeting the basic tenet "...that each driver, nationwide, have only one driver license and one record," through the cooperative exchange of problem driver information between jurisdictions.

POS – Point-of-Sale. Refers to a specific desk location where MVC transacts business involving payments for services. Sometimes, POS is used to refer to the solution including hardware and software that is described in this RFP or some part of that system.

Registration – Vehicle Registration. The State, commonwealth, territory, Indian Nation, U.S. Government, foreign country, etc., issuing the registration plate and the year of registration as indicated on the registration plate displayed on the motor vehicle.

Regional Service Center (RSC)- A facility that accommodates a customer by providing a Motor Vehicle Agency, Driver Testing Site and Driver Conference/License Review Unit within one location. There are currently four (4) Regional Service Centers located throughout the state.

RSC-1 Form – Payment authorization form used by MVC employees to document service requests by the walk-in public to record a transaction. See Appendix 7, "Forms RSC-1 and RSC-2".

RSC-2 Form – Payment form upon which the employee records the transaction for an abstract. See Appendix 7, "Forms RSC-1 and RSC-2".

SCORM – Shareable Content Object Reference Model (web-based e-learning standard).

SOAP - Simple Object Access Protocol acts as a transport mechanism to send data between applications or from applications to people. SOAP, along with Extensible Markup Language (XML) and the Web Services Description Language (WSDL), is considered to be the foundation of web services, a series of standards that makes it easier to share information between disparate computer systems.

Surcharge - Fees collected from any individual who, in the preceding 36-month period, has accumulated six or more motor vehicle points.

Title – Document that indicates ownership of a vehicle.

Transaction ID – Is a unique number that is assigned to a customer transaction so that it can be audited across multiple computer systems. The Transaction ID (or TRANID in the Agency System) is a maximum of 16 characters as follows (2 char CSR ID) (1 char blank) (2 char location ID) (4 char YYYY – Year) (3 char JJJ – Julian Date) (4 char Nnnn – daily zeroed out sequence number).

TVR – Temporary Visa Restriction. This privilege allows MVC to issue a license or permit to a person who has demonstrated authorization to be present in the United States for a specified period of time. The expiration date of the license or permit is a date based on the period in which the person is authorized to be present in the United States under federal immigration laws.

Vision System – This is a billing system used by MVC to record the payment of an insurance surcharge. This system is owned and managed by an outside contractor.

3.0 SCOPE OF WORK

3.1 REQUIREMENTS BY PHASE

This program is intended to start with a well defined Phase 1 and then follow with two subsequent phases to complete the program. The Phase 1 requirements are described herein. The second and third phases will each start with a discovery process and requirements definition. For the subsequent phases the contractor must lead the requirements definition process using the RFP as a reference for some of the requirements for those phases. By the end of the last phase of the POS Modernization Program, the new POS COTS application and new peripherals will provide:

- all functions for cashiering,
- a common look and feel end-user interface for all cashiering transactions,
- increase efficiencies where possible, and
- simplify the computer-agent interface to be as user friendly and easy to learn as possible.

The intent is to permit the agent to stay face-to-face with the customer, to focus on the relationship with the customer, and not be encumbered by the tools used in the business process. Any specific requirement may be combined and satisfied with a single multiple-purpose device and/or software.

3.1.1 PHASE 1

The intent of Phase 1 is to transition from the existing standalone cash register to a COTS POS solution running on an existing PC provided by MVC.

All new POS hardware must be installed in this phase, however some devices may not be enabled in Phase 1. Phase 1 will begin with the contractor's bid response as the basis to enter MVC testing. Refer to Section 3.24.5, "MVC End-User Testing".

All other phases will use all activities in Section 3.24, "Project Management", to implement each phase.

- The contractor shall provide the MVC with a disaster recovery plan that includes the training and instructions on how to use the equipment specified in Section 3.21 (a) "Redundant Centralized Equipment".
- The contractor shall provide the MVC with a description of the proposed data repository including table descriptions, data elements, and a data dictionary and how the data repository facility will fulfill the requirements described in Section 3.1.1 "Phase 1". If a middle tier server is required, then the contractor must provide the same information for that tier and describe the relationship between the remote server database and the centralized database tier.

The MVC is seeking an integrated solution with support. The contractor shall:

- Provide program management.
- Provide the application software.
- Facilitate requirements definition after Phase 1.
- Configure and tailor the software.

- Create, manage, and automate deployment of software images for POS workstations and servers.
- Deploy and install all hardware peripherals, software and necessary network components for POS.
- Train all end-users.
- Administer hardware and software inventory for all 800 +workstations including all servers.
- Maintain and support the completed system.

The Phase 1 scope of work is defined in this document. Discovery will be accomplished in Joint Application Development (JAD) sessions for subsequent phases. Discovery is required for each phase after Phase 1 to define a well bounded scope of work for that phase.

The contractor shall provide a system that can be deployed in compliance with the “The State of New Jersey Shared IT Architecture” document maintained by OIT and available at: http://www.nj.gov/it/ps/it_architecture.pdf.

3.2 POS COTS SOLUTION

The contractor shall provide a complete POS COTS solution, i.e., a POS COTS solution inclusive of all necessary hardware, software, and services.

3.3 ENTERPRISE DATABASE REQUIREMENT

All data elements that are used in a POS COTS solution must have the ability to be stored in a centralized, enterprise wide database. Please refer to the section on “Data Management” in “The State of New Jersey Shared IT Architecture” document maintained by OIT and available at: http://www.nj.gov/it/ps/it_architecture.pdf.

3.4 ENTERPRISE SOFTWARE IMAGE MANAGEMENT REQUIREMENT

All workstation and server images must be managed by the POS contractor. Management includes the ability to add/change/delete and distribute updates, as needed, to all 800 or more workstations that are designated as POS workstations.

3.5 ENTERPRISE “CHECK IMAGE” DATABASE REQUIREMENT (PHASE 2)

All images of checks from all POS scanning devices must be stored in a centralized MVC database. Please refer to the section on (“Data Management” in “The State of New Jersey Shared IT Architecture”) located at: http://www.nj.gov/it/ps/it_architecture.pdf.

3.6 BUSINESS INTELLIGENCE REQUIREMENT

In Phase1, MVC intends to immediately replace the current cash register solution.

In Phase 2 the contractor shall integrate data between the POS and agency system. To what degree the data will be integrated will be determined in Joint Application Development (JAD) sessions necessary to fully scope this effort. At a minimum, the integration in Phase 2 will be designed to reduce double entry of data necessary during the phase 1 period.

In Phase 3, the POS system must be fully integrated with the new MVC MATRX System. Whether the POS system will eventually become the new agency system or simply be integrated with a newly developed system will be determined upon future analysis. That analysis will be the responsibility of the contractor hired to provide the MATRX system.

It is possible that for Phase 3, the current agency interface may be replaced with this new POS system and the MATRX system.

Phases 2 and 3 depend on the timing of the work involved in the MATRX project, but the contractor should not look at this as sequential phasing. Work on any phase can go on before or while a prior phase is in progress.

3.7 ORACLE E-BUSINESS SUITE 11.5.9 OR HIGHER INTERFACE

In Phase 2 and Phase 3, some or all of the Agency System may be replaced by the new POS Modernization Program and the new MATRX System (Motor Vehicle Automated Transaction System).

The contractor must provide an interface to the MVC Oracle e-Business Suite possibly including, but not limited to, the following Oracle application modules: General Ledger, Inventory, Warehouse, iProcurement, and Budget as defined in discovery activities for Phases 2 and 3.

3.8 REPORTING REQUIREMENT

All reports must be accessible from any MVC workstation via web browser and using Logon ID and password security information to gain access. The contractor must describe all standard reports provided by the system in Phase 1. The contractor must list reports in the following categories and supplement it with additional categories and/or reports provided in the COTS solution.

- Replacement journal printer report, an e-journal report, from any workstation,
- Standard reporting package
- Ad hoc
- Administrative Role Based Security
- Audit Support
- Supervisory Productivity Reports
- Business Reports
- Clerical Reports

3.9 APPLICATION ADMINISTRATION

All system administration functions must be accessible via MS Internet Explorer on the MS Windows XP operating system. All system administration functions must be accessible from any workstation with a web browser.

3.10 SECURITY

Application security must include user and role definitions for establishing access.

Application must be secured through a role-based security mechanism consisting of Users and Roles.

The application must include biometric security.

The business process shall be defined to require biometric authentication at any point in the application that MVC would like to implement.

Specific concerns center on discretionary opening of cash drawers and the possible inappropriate removal of cash. MVC will phase in biometric security where possible, to secure all cash transactions from end-to-end within the MVC business process.

All users of the application must have a unique user identity and must authenticate to the application. This identity must follow the Windows user naming scheme standards and will eventually be the basis of single sign on integration to the Windows identity.

3.10.1 ROLE-BASED SECURITY

Users must have a defined, authenticated role to gain access to the application.

Roles are assigned permissions to the various functions of the application.

Roles and security are assigned to users.

Users must be able to have multiple roles.

User roles must be easily edited and modified. Changes must be done through either the application's security administration facility if identity is managed within the application, or the independent Active Directory or LDAP (Lightweight Directory Access Protocol) security management facility if identity is managed external to the application.

Examples of roles are: Customer Service Representative Trainee (Agency specific), Customer Service Representative, Customer Service Representative Manager, Managing Agent, MVC Central Operations Manager (Statewide), MVC Audit Investigator (Statewide), etc.

Permissions of a user/role must follow a user across workstations within a venue, and if a Statewide role, then across all venues.

3.10.2 SINGLE SIGN ON

The application must be capable of using a single sign-on mechanism where the user identity is inherited from the Windows domain or the enterprise LDAP domain. This must be implemented in Phase 3.

3.11 AUDITING

All data elements must be captured in an electronic journal. The journaling function must support queries for a user-selectable time period. Queries must provide filter and sort options to permit reporting:

- by employee,
- by transaction type, and
- by tender type.
- any combination of the three (3) data listed above.

For example: Provide a report for all cash transactions for driver's licenses processed by one employee between the hours of 8:00 AM and 9:00 AM.

Every POS transaction must contain, at a minimum, the user identity, workstation identity and timestamp to assist in audit and investigations.

3.12 ENTERING COMMENTS ON POS TRANSACTIONS

The POS COTS solution must provide the ability to attach notes or comments to any transaction and have them stored with the transaction. This will permit the cashier to provide a note to auditing to explain any transaction. Comment fields shall be searchable by key words and shall also be available either as part of a record or as a standalone item through ad hoc reporting tools.

3.13 PRICING PRIVILEGES

The POS COTS solution must accept prices for privileges calculated by legacy applications and accept prices maintained in tables of legacy applications.

3.14 REMOTE MONITORING OF WORKSTATIONS

The contractor shall provide the ability for remote monitoring of workstations.

There are at least two (2) end-user communities requiring remote monitoring: MVC Auditing and investigations, and MVC Help desk personnel.

3.15 RECONCILIATION

The contractor must provide reconciliation reporting.

The reports are used to reconcile

- an individual till for an employee,
- for all employees in that location, and
- for any combination of MVC locations defined in the system.

Reconciliation must support a report by transaction type as well as a report by all tender types, i.e., cash, check, VISA, MasterCard, etc.

Data entry of beginning balances, and ending balances for each denomination of bills and change must be entered in fields for each denomination.

3.16 DISASTER RECOVERY/BACKUP PLAN

The contractor must create and maintain a comprehensive data backup and recovery plan to ensure accurate and timely recovery of data. Once developed, the contractor shall provide the State Contract Manager with a copy of the plan. The contractor shall immediately provide the State Contract Manager with any updates and/or changes to the plan.

The contractor must perform a full system back-up at least once per week with an incremental back-up of all data occurring at least once every 24 hours, with no disruptions to MVC business.

All system maintenance which requires downtime shall be performed between the overnight hours of 7:30 pm Monday night to 8:00 am Saturday morning. System must be deemed completely operational by the State by Sunday 10:00 am. If it is not, then the system must be restored to the most recent operational state by 2:00 pm Sunday.

In the event of a disaster affecting the contractor's system, MVC records must be recovered intact with no transactions processed more than once and no transactions lost. All contractor-provided system capability must be completely functional within 24 hours of the conclusion of the initial event creating the disaster.

3.17 SUPPORT PROGRAM

The contractor shall provide support to MVC for the POS Modernization Program. The scope of support shall include all hardware maintenance and all software support. That is, the POS Modernization Program contractor shall be responsible for support of the POS software components on any hardware included in the POS Modernization Program, as explained below.

In addition, the contractor shall provide POS COTS application change management, software image build, distribution and management services for all servers included in the POS Modernization Program.

3.17.1 WORKSTATION AND SERVER HARDWARE SUPPORT

Hardware support for workstations and servers is provided through existing MVC hardware contractor agreements.

If the POS Modernization Program contractor determines that a hardware problem exists, MVC will provide the necessary support through existing contractors. This includes support for the DDL peripherals on DDL workstations.

However, the POS System contractor is responsible with approval from MVC for remote administration up to and including power-on-reset of server equipment when needed.

3.17.2 ROUTINE MAINTENANCE

The contractor shall provide workstation software updates to MVC. MVC level-2 team will be responsible for the workstation software integration, test and delivery of updates to all workstations.

The contractor shall be responsible for all POS server equipment software maintenance.

During the entire term of the contract, including any renewal term and/or contract extension, the contractor shall deliver maintenance services to keep the system in, or restore the system to, good working order. The contractor shall perform all necessary preventive maintenance during the entire three (3) year warranty period.

3.17.3 EQUIPMENT AND SOFTWARE WARRANTY

The contractor must provide a three (3) year warranty for all components. The warranty period starts upon acceptance by the State contract manager.

The start date of the warranty interval shall be a single date for all components in Phase 1 that represents an "average" installation date to be negotiated based on the deployment schedule. This is to simplify warranty tracking and concerns for this contract.

Hardware and/or software restored to good working condition shall be defined as hardware and/or software that shall perform all functions as prescribed in this document, the contractor's proposal, and the manufacturer's published specifications for such hardware and/or software originally manufactured.

Good working order shall include condition such that there will be no charges for equipment inspection and/or certification in order to extend the maintenance contract.

3.17.4 MAINTENANCE EXTENSIONS

A comprehensive software and hardware maintenance contract including annual fees is required for the proposed system on a fixed cost basis for two (2) one year extensions. Should the contract

be extended beyond the term of the warranty, the contractor shall provide hardware and software maintenance to the meet the specifications of this document.

3.17.5 WORKSTATION SOFTWARE IMAGES

The various workstations supported under this contract shall have similar images to the maximum extent possible.

The following is a list of components that will make up the workstation software image for Phase 1. A different image may be required for each workstation type. This list is the base and other applications (future) may be added if/when MVC identifies new needs.

- MS Windows XP – licenses provided by MVC
- Symantec Antivirus – licenses provided by MVC
- GLink terminal emulator – licenses provided by MVC
- Extra! terminal emulator – licenses provided by MVC
- POS COTS application solution components – licenses provided by contractor
- POS peripheral drivers (if required) – licenses provided by contractor
- Utility for Image management and distribution of software – licenses provided by Contractor
- Remote monitoring software for helpdesk – licenses provided by contractor
- Biometric Security Device support – licenses provided by contractor
- Security and Access Policy requirements – provided by MVC
- DDL Workstation Software components – provided by MVC

3.17.6 SERVER SOFTWARE IMAGES

The various servers included in the POS Modernization Program as specified in the bid response shall have images specified and provided by the POS Modernization Program contractor.

3.17.7 CALL CENTER SUPPORT HOURS

The contractor must provide support for any centralized servers twenty-four (24) hours per day, seven (7) days a week.

All other hardware and software support shall be available Monday through Thursday from 7:00am – 8:30pm, Friday 7:00am – 6:30pm, Saturday from 7:00am – 1:00pm, except State holidays. See Appendix 14, “State Holidays”. The State reserves the right to extend hours or increase the number of venues, which will be negotiated with the contractor and will require the Director’s approval of a contract amendment.

3.17.8 TROUBLE CALL SUPPORT

MVC will provide a level-1 and level-2 helpdesk for all trouble calls. All calls to the contractor will be screened and resolution attempted by MVC personnel before the POS Modernization Program contractor is contacted.

The contractor shall provide level-3 support and above. The contractor must provide a toll-free telephone number for problem resolution. The contractor must provide a central dispatch office to which the State will place all calls for assistance. Contractor must ensure sufficient telephone lines and personnel are in place in its central dispatch office to receive all calls for remedial

maintenance placed by the State during the entire length of the contract including any contract extensions.

Each call placed to the contractor's central dispatch office shall be assigned a unique reference number by the contractor's central dispatch office. This reference number will be used by both contractor and State personnel when reporting required information or attempting to resolve problems.

Once contacted by the helpdesk the contractor must contact the issuing location within fifteen (15) minutes to acknowledge receipt of the call.

The contractor shall attempt resolution via phone support within one (1) hour.

If the problem cannot be resolved through direct phone support with State personnel, an on-site visit is required within four (4) MVC business hours. The contractor shall respond to locations to repair or replace defective equipment within four (4) MVC business hours for the location reporting the problem.

Problem resolution shall occur within twenty-four (24) hours or eight (8) business hours, whichever gives the contractor the longer access time to the venue to complete repairs.

Upon request the contractor shall provide information regarding the status of all outstanding service calls including estimated time to repair, estimated arrival of parts, and any other information the State may request about any calls for remedial maintenance.

3.17.9 TROUBLE CALL ESCALATION PROCESS

The contractor shall establish one (1) lead individual and one (1) backup to function as primary liaison between State personnel and the contractor's field service personnel providing service. These individuals shall have authority over field personnel for setting work priorities. The individual must have a working knowledge of the equipment being serviced through this contract. This working knowledge shall be sufficient for the individual to fully understand the repairs being made at the sites and communicate with both contractor's field service personnel and the State's technical staff.

The contractor shall establish an escalation procedure whereby service personnel assigned to perform remedial maintenance may obtain assistance in problem determination and/or resolution, to ensure timely restoration of the equipment/software to proper working condition.

3.17.10 RELOCATION AND RENOVATION SUPPORT SERVICES

The contractor must provide support and services required to support a relocation or renovation project at any of the MVC venues.

The support elements include but are not limited to:

- Uninstall all contractor provided equipment from a venue
- Move equipment to a storage location
- Storage of the equipment may be required
- Move the equipment to a venue
- Reinstall all equipment to good working condition.

The contractor shall provide relocation services, at the request of the MVC, when one or more POS components must be relocated from one place to another. Relocation includes parking the hard drive (if necessary), un-cabling the equipment, providing all packing materials, packing the

equipment, drayage, transporting the equipment to the assigned place, unpacking the equipment, installing the equipment, fabricating and providing the State with any cables of less than twenty-five (25) feet in length, installing the equipment, and testing the equipment for operability. If a network is involved, the contractor shall test the new equipment for communications with existing equipment.

3.17.11 MONTHLY SERVICE LEVEL REPORT & MEETING

The contractor service lead shall present a monthly metrics report in a service level status meeting with State personnel in Trenton, New Jersey. The meeting shall occur on the second Tuesday of the month at 2 PM. The report is due in this meeting. The scheduling of the meeting may be adjusted by mutual agreement of the parties. The MVC Contract Manager shall make the determination to increase or decrease the frequency of the meetings or discontinue the meetings.

HISTORY REPORT: The contractor shall provide a report summarizing trouble calls for the prior month. The contractor shall provide metrics such as:

- total trouble call activity by day,
- categorize the trouble calls by severity,
- provide time to resolve trouble calls,
- POS application system outages of any kind, no matter how small in scope, must be itemized and explained in the written report.
- system administration for the operating systems, application upgrades, drivers, system usage and resource consumption metrics
- utilization of memory on servers over time,
- disk consumption for all servers in the POS Modernization Program over time;
- end user response time by transaction type and location to facilitate monitoring, identifying problem areas and improving the end user experience statewide, and
- highlight any areas needing remediation.

The contractor may take advantage of any tools it has available or wish to install to provide relevant information. **The State will have to concur before allowing a vendor to install anything on State servers.** All servers will be controlled by the POS contractor. OIT will not have System Administration responsibility. OIT will provide the raised floor, pipe, power, and ping.

Plans may be made to reduce risk and develop avoidance strategies to reduce future problems or potential problems regarding availability of the entire POS System.

In addition, separate system-wide, end user and service level management tools may be proposed for monitoring the entire POS system in real-time that gives MVC accurate insight into the cause of any performance or outage problems. Being able to investigate POS disruptive events in a timely manner will enable MVC's help desk to communicate to all end users more accurate information regarding contingencies as they arise. The proposed solution should also monitor service levels and provide service level agreement (SLA)-compliance reporting for the POS application for all MVC venues. All reporting should be accessible from any MVC workstation using a web browser.

3.17.12 SOFTWARE CURRENCY RESPONSIBILITY

The POS contractor must keep all foundation software at current levels as follows:

- Any major upgrades such as service pack levels must be applied within 365 days of issuance by the contractor.
- Any firmware upgrades must be applied within 365 days of issuance by the contractor.
- All patches (whether minor or major, critical or recommended or optional) shall be tested with the POS solution on each representative platform with the assistance and endorsement of MVC staff.

3.17.13 FUTURE CHANGES

The contractor must also provide resources, if and when necessary, to modify the software and/or application at any time during the contract period due to process or infrastructure changes and in accordance with Section 5.20 “Additional Work and/or Special Projects”.

All changes made by the contractor must be thoroughly tested by MVC personnel before being introduced into the live environment to minimize risk associated with modifying live systems.

All changes must be evaluated using the steps outlined in Section 3.24.5, “MVC End-user Testing”.

3.17.14 SUPPLIES

The contractor must furnish and deliver all necessary supplies, such as paper rolls, ink cartridges, toner cartridges, etc., required for the successful operation of the system directly to the venue in need of the supplies. During the contract period, the contractor must maintain a sufficient quantity of supplies to provide a minimum inventory level for sixty (60) days of operation at each site where the system is installed.

The State shall not incur any delivery costs.

The contractor shall provide a toll-free number that is operational during MVC business hours for supply ordering purposes.

NOTE: MVC will not be required to purchase supplies under this contract and reserves the right to purchase supplies from other contracts.

3.18 TRAINING

The contractor shall train all designated MVC employees in the operation of the new POS software and hardware in Phase 1.

The contractor shall provide training and curricula for the following audiences:

- **MVC Headquarters Financial and Other POS-Metric Analysts:** revenue and audit staff and others needing to create reports from the central system; approximately 36 students.
- **System and Server Operations:** information technology training to those responsible for understanding the technical operations and maintenance of the entire system from end-to-end, including MVC IT and OIT; approximately 12 students.
- **Workstation Software Integration:** information technology training to those MVC employees responsible for understanding the considerations for creating any POS workstation software images including modules to support POS workstation peripherals.

- **Administrative Analysts:** information technology training to those responsible for understanding full application administration and planning for using the full capabilities of the system; approximately 12 students.
- **Security and Investigations:** all training provided to the field and special emphasis on how to perform investigations of possible theft and fraud using tools provided by the new system; approximately 48 students.
- **Field Supervision and Support (MVA & RSC) classroom training:** the cashiering end users of the new POS system in supervisory and support roles; approximately 500 students.
- **Field Front Line (MVA & RSC) on-site training:** the cashiering end users of the new POS system, approximately 600 students. This training assumes the students have never had responsibility/accountability for cash management before this time and thus shall need an elementary introduction to cashiering and till management before being trained on the technical aspects of the new equipment.

3.18.1 MVC BUSINESS PROCESS SUPPORT AND REQUIREMENT

The contractor must assume that the current business processes, such as they are defined in Appendix 1, "Overview of Current Point-of-Sale System", will be modified to incorporate the new POS system into the MVC. The contractor shall define business processes as necessary via JAD sessions with the State. As part of the contractor-provided training, users shall be instructed on the new business processes and their automation in the new MVC POS system.

The contractor must consult with MVC to develop the portion of the training modules that relate to MVC business processes for each audience. Possible resources include:

- MVC Employee Development,
- Regional Service Center Support Group,
- Agency Operations Unit, and
- IT staff

3.18.2 TRAINING APPROVAL REQUIREMENT

The contractor must gain approval from MVC Employee Development before delivering training to MVC employees. MVC Employee Development has experience with this end-user population and will provide guidelines on providing training in the MVC unionized, public sector environment.

3.18.3 TRAINING DELIVERABLES

The training curriculum shall be designed to ensure that all personnel are effectively trained to operate the system features and components that they must use to perform their duties.

The MVC shall have the opportunity to review and supply changes to the curriculum before any training begins.

The contractor shall be responsible for the development of:

- The master instructor guides and support materials,
- the master learner guides and support materials, and
- the training delivery as part of Phase 1.

All materials provided must be delivered to and approved by MVC in hardcopy and in MS Word and MS PowerPoint electronic formats appropriate for MVC to use in training new employees in the future. The contractor must provide the State with all training materials. The training materials shall not be copyrighted or marked confidential.

Rights to use training deliverables must be transferred entirely to MVC with the right to use these materials in whole or in part at the total discretion of the MVC for an indefinite term for NO additional charge. This applies to all content.

The contractor shall provide hardcopy of all appropriate materials to each student.

3.18.4 LEARNING MANAGEMENT SYSTEM (LMS)

The contractor must provide a Learning Management System (LMS) training method that MVC can use as an option for training. The contractor may elect to deliver some training via an LMS on the web to workstations. MVC customer service personnel could make effective use of any slow periods of customer activity by accessing training at their workstations or at designated workstations in their venue. The contractor must take into consideration the findings of the network study in Phase 1 to evaluate feasibility and recommend any changes to the network in order to accommodate the LMS.

The LMS must provide synchronous, online, instructor-led (virtual classroom) courses to employees. The LMS must be a web-based application available through the MVC workstations described in this RFP. The LMS database shall utilize the Oracle relational database. The LMS must maintain a complete MVC training history for up to 3,000 individuals.

The LMS must show all courses to learners. For example the contractor may offer courses on customer service and introduction to cashiering in addition to the unique technical training for the COTS solution installed. MVC may want to supplement this with training modules on different MVC unique cashiering business processes for specific groups of learners. Each user can only register for classes for which MVC approval has been granted and for which prerequisites have been met.

The LMS shall be usable as the delivery platform for any purchased or internally developed courseware that is SCORM and/or AICC compliant. The contractor shall comply with the Digital Millennium Copyright Act in order to protect any courseware developed by MVC and made accessible through the LMS.

The contractor may make courseware or a courseware library available to the State. If a courseware-authoring tool is an element of the LMS product, it must produce courseware that is SCORM and AICC compliant.

The contractor must offer Adobe Acrobat and other print material files for classroom training or self-study. For example, the MVC may want to distribute or make available COTS help cards, tips and techniques, best practices, etc., that may be developed and are unique to MVC. The contractor must provide a method for tracking student consumption of training materials.

The contractor-provided LMS must provide the functions and/or capabilities listed below.

3.18.4.1 MANAGEMENT OF CURRICULUM AND COURSES

- a. establish course prerequisites
- b. manage course prerequisites by enabling/disabling registration for each student based on his/her particular training history

- c. build a training plan for an individual student
- d. build a curriculum for a group of students
- e. searchable course catalog, that includes course categories, course title, course number, course description, course objectives, and course instructor(s)
- f. create multiple sessions of the same course without retyping common information
- g. assign instructors to classroom training
- h. assign locations for classroom training
- i. support for blended learning to include management of face-to-face training, as well as e-learning
- j. calendar that displays all training managed in the portal, including locations, and other details of training that have a fixed start and stop date and time
- k. schedule courses for contiguous or noncontiguous days
- l. create multiple sessions of the same course without retyping common information

3.18.4.2 LMS DATABASE

- a. track for each student the courses attempted, courses in process, and courses completed
- b. save students' evaluations of courses and instructors (student feedback)
- c. save student assessment data

3.18.4.3 LMS INFORMATION MANAGEMENT

- a. track usage by course, student, team, and business unit within MVC
- b. track learner's progress in self-study materials
- c. utilize templates for establishing new class information
- d. establish class location and size
- e. update class status
- f. manage class rosters
- g. track student attendance, reflecting real-time status
- h. record student-level attendance at training delivered by the contractor
- i. track student testing
- j. track students' certifications and accreditations

- k. set two types of deadlines: (1) a deadline for the beginning of a course identified as required for a particular employee, i.e., course must be completed before that venue implements the new system. Deadline will be set by an administrator or supervisor for each per employee. (2) a deadline for completing a course once the employee has begun the course (specified number of days or weeks from the start of the course). Deadline will be set per course, dependent on course lengths.
- l. assign users, either individually or in batch, to departments or groups
- m. import and export data in a variety of formats, including Microsoft Excel, html, and/or xml
- n. import demographic data and prior training history
- o. activate and deactivate users
- p. archive training records for employees who leave employment
- q. retrieve archived records as necessary
- r. reinstate records that were previously archived and retrieved

3.18.4.4 LMS INTERFACE

- a. accommodate users with disabilities
- b. provide a user interface that is intuitive for students and administrators
- c. provide a user interface that is adjustable

3.18.4.5 LMS STUDENT FUNCTIONS

- a. bookmark courses such that a student may stop an LMS course and rejoin the course later while maintaining all progress to date
- b. track and bookmark all training activities
- c. recover where the student is within a training course if a network connection is lost
- d. collect data on student progress and training history
- e. make available online student progress and training history data
- f. print student progress and training history data
- g. search for training by keyword, category, or course identifier
- h. context-sensitive help available for students

3.18.4.6 LMS NOTIFICATIONS

- a. notify student when prerequisites are required
- b. automatically send e-mails to student and student's manager with reminders of scheduled training (MVC currently uses Novell GroupWise.)

- c. notify agency LMS administrator when student is blocked from registering for a course

3.18.4.7 LMS REPORTING

- a. generate and e-mail certificate of completion to student
- b. generate reports, including data on logistics, enrollment and registration, courseware usage, assessment results, evaluation data, and participant/work unit training history
- c. permit report access and generation based upon security access
- d. make reports available online and as hardcopy
- e. provide real-time reporting.

3.18.4.8 LMS RESOURCES

- a. a depository/resource library for a variety of learning resources, including manuals, links, documents, and files
- b. instructional material per course and/or class, which only the instructor and administrator can access, remove, and view

3.18.4.9 LMS TRAINING SCHEDULE AND MANAGE RESOURCES

- a. scheduling resource that interfaces with the course calendar and which provides the ability to schedule resources such as instructors, classrooms, labs, and equipment
- b. calendar that displays all training managed in the portal, including locations, and other details of training that have a fixed start and stop date and time

3.18.4.10 LMS SECURITY

- a. security access manageable by role
- b. multiple levels of role-based access managed globally by roles, but customized based on login ID
- c. user access with user ID and password
- d. security for sensitive personnel data.

3.18.4.11 LMS TESTING OF LEARNERS

- a. students may pre-test to challenge the course (test out)
- b. establish passing test scores
- c. auto-grade tests
- d. post assessments of students

- e. qualitative and quantitative evaluation tools for courses, instructors, or other elements of instruction
- f. an assortment of standard and custom assessment and evaluations
- g. create evaluations and assessments, without pre-setting the evaluations or assessments
- h. provide cumulative evaluation and scores for groups and courses.
- i. a competency-based assessment feature enabling student to identify skill gaps and receive recommendations on learning opportunities, including sequences, courses, and other learning objects
- j. capture assessment/evaluation data
- k. store qualitative scoring tools, such as rubrics

The contractor shall provide and implement registration, workflow, approvals, and learning portal business rules for MVC's LMS portal.

3.18.5 CHANGES TO CURRICULA

The contractor may be asked to supply training materials. All training materials must include the new functionality and the current MVC business process.

3.18.6 TRAINING PLAN

The contractor shall create and maintain the training plan.

The contractor shall provide the number of days per training segment and the number of personnel per class.

The training plan shall be approved by the State Contract Manager prior to its implementation.

The contractor shall use the MVC workstation to provide hands-on training at some point in the curriculum.

Training must be provided at MVC venues including MVC Headquarters in a manner to reduce State of NJ travel expense.

3.19 PHASES OF THE POS MODERNIZATION PROGRAM

3.19.1 PHASE 1 - EXISTING BUSINESS FUNCTIONS MAINTAINED

All current cashiering functions must be included in the new POS COTS solution. No functionality is to be taken away from the current end-users. Existing cashiering functions are described in Appendix 1, "Overview of Current Point-of-Sale System".

3.19.2 NETWORK ANALYSIS REPORT FOR PHASE 1

The contractor must measure and report on the current network traffic to establish the benchmark.

The contractor report must include the delta INCREASE (if any) in network traffic above the benchmark as a result of the proposed POS implementation for Phase 1, so that MVC can plan and procure any additional network capacity, statewide.

The contractor shall additionally be prepared to work with the MVC and OIT Network Response Analysis team with their suite of network analysis tools to show the traffic associated with the POS solution during testing, to validate network response is adequate, and/or assist with network capacity recommendations if required.

DELIVERABLE: Network Analysis Report and presentation of the report to a group of State personnel specified by the State Contract Manager. Written acceptance by the State Contract Manager is required.

3.20 NEW EQUIPMENT GENERAL REQUIREMENTS

- All hardware shall be at the latest engineering change level as offered by the original manufacturer and shall have been manufactured within 12 months of installation date.
- All hardware and “off-the-shelf” software shall be available at the time of bid submission.
- All components must be easily replaced by a spare.
- All contractor-proposed, workstation components must operate in a Windows XP environment.
- All components must operate under room temperature extremes, (i.e., 50° F to 95° F.)
- All components must work in a confined space without overheating. Special attention must be paid to any device requiring ventilation to operate properly.
- All components must be secured to counter tops. The contractor must provide brackets to meet this requirement.
- All components must be as small as possible to minimize impact on the current workspace.
- The use of multi-function devices shall be used where possible to minimize the impact on the current workspace. Although the functions are individually listed below, the contractor is encouraged to propose a multifunction device such as a multifunction printer, check scanner, MICR reader, check franking device, if possible. One device may then meet several requirements.
- All PC's will be provided by MVC under existing State contracts.
- The contractor must install all peripherals and software on existing MVC PC's. Any additional workstations required will be provided by MVC. See Appendix 4, “Workstation Specifications”.

3.20.1 CREDIT CARD PROCESSING

The proposed POS COTS software system must be capable of processing Visa and Mastercard credit and debit cards and bank issued debit cards. The processing responsibility of the contractor shall be up to the point of writing the transaction to a gateway application and then transmitting the return response back to the appropriate workstation and/or user. This transaction and response must be processed within five (5) seconds. This contractor does not have responsibility for obtaining the acquiring processor.

3.21 CENTRALIZED EQUIPMENT

MVC will provide the server hardware.

The contractor must provide a specification and sizing for any centralized server equipment, including recommendations for software, hardware, and architecture.

MVC requires a central database server complex based on Oracle technology. This new equipment will be installed at OIT in Trenton, NJ in a secure computer room.

The centralized system must include architecture such that failure of any individual component does not affect system operation.

a) Redundant Centralized Equipment

The contractor shall install a second system at a separate geographic location to provide for geographic diversity. The intent of this system is to provide continuing operation in the event of any localized event that makes the first system unavailable.

MVC requires a redundant central database server complex based on Oracle technology. This new equipment will be installed at a location specified by OIT in or near Trenton, NJ.

The central database server shall have failover capability to switch over automatically to a redundant or standby computer server, system, or network upon the failure or abnormal termination of the previously active server, system, or network. **Having failover capability means that the redundant or standby server should have the same functionality as the primary server.**

b) Centralized Check Image Repository

Installing a check image repository is out-of-scope for Phase 1. However, the contractor shall provide a proposed solution for implementation in a later phase.

The contractor's solution must include a description for a POS Check Image Repository set of components, including recommendations for software, hardware, and architecture. The repository must be capable of storing 10 million checks at a minimum.

The centralized system must include architecture such that failure of any individual component does not affect system operation.

c) Redundant Centralized Check Image Repository

MVC will provide a redundant check image database server complex based on Oracle Technology. This new equipment will be installed at a location specified by OIT in or near Trenton, NJ.

DELIVERABLE: Presentation of a report indicating required server equipment, software, hardware, architecture and recommendations for the POS system. Also, the contractor must provide a written report of their proposed solution for the Centralized Check Image Repository and present it to MVC.

3.21.1 VENUE SHARED EQUIPMENT

a) Venue Server Specification Report and Peripherals

The contractor must indicate if a server is required within each venue to support the new POS solution. This is **NOT** recommended, however, if required, the MVC will provide the server hardware.

If a distributed server is part of the solution, the contractor must document a recommendation for software, hardware, and architecture. The contractor must provide components needed to complement the foundation server equipment provided by MVC to place it in good working condition in the POS solution. The contractor shall install all venue servers (Section 3.21.3).

The venue server must include architecture such that any single failure of any component may be tolerated by the system.

b) Venue Till Security System Specification Report and Components

The contractor is required to provide a system for physically securing/locking each individual till when the till is removed from the cash drawer. These tills may have currency in them and therefore must be secured when removed from a cash drawer.

The contractor must provide a system for managing locks and keys for tills. If an alternate solution was proposed, and accepted, the contractor shall provide the alternate solution to locks and keys if there is a way to provide comparable security measures.

c) Optional Venue Currency and Coin Counting System Specification Report and Components

If purchased by MVC, the contractor must provide the proposed automated system for counting currency for each MVA, RSC, and bureau venue. This system must provide automation of the counting of the till contents as efficiently and accurately as technically possible. The counting equipment must automatically populate the fields in any reconciliation processing application software.

MVC requires an automated, real-time cash management solution providing real-time reconciliation of any till. The contractor, under supervision of the State, will perform the installation.

d) If MVC purchases the Venue Currency and Coin Counting System (Section c), the contractor, under supervision of the State, will perform the installation.

3.21.2 WORKSTATION PERIPHERALS

a) Biometric Security Device

The contractor must ensure all devices can work with a biometric device if installed.

b) Cash Drawers with Tills

The contractor must provide two (2) cash drawers and two (2) tills for every Motor Vehicle agency counter cashiering station. See Appendix 10 – “Workstation Counts” for number of cashiering stations.

- The cash drawer must support both side-by-side and stacking implementation of two (2) cash drawers.
- Connectivity to the workstation must be via Universal Serial Bus (USB).
- Cash drawers must have a physical lock or comparable form of security.
- Removable tills are required that must be locked or have a comparable form of security.
- Procedures for security of the cash and integrity of the till must be supplied in writing.
- The tills must provide five (5) bill slots and five (5) coin slots for different denominations of US currency.

The cash drawers must be of standard type and size that is readily available. All components must be interchangeable and of a rugged design for ease of use and recovery from mishaps.

Tills and drawers must be shock-resistant to the “break-opening” of rolls of coins without damage to the tills and drawers.

The cash drawer hardware must have 5 years of replacement component availability.

c) Cash Receipt Printer Specifications

The cash receipt printer must produce a document that will be given to the customer in exchange for any tender and indicate the tender type on the receipt. The receipt must include a time stamp, transaction ID, amount, and transaction type in addition to the multiple line items.

- The POS receipt printer must include a low paper indicator.
- The printer must include a drop-in paper change process. The printers shall not have a tractor feed or require threading of roll paper through various slots.
- Thermal printing technology is desired to avoid the need for costly ink supplies.
- The layout and content of the cash receipt shall be configurable to MVC.
- The printer must be capable of printing the customer’s signature on the receipt if it is recorded by a signature capture device at some time in the future.

d) Printer for Check Franking

- The check franking function shall print audit and tracking information on any check received. Data must include, driver license number and transaction ID.
- The franking print station must permit printing in ink on the back of a standard sized bank check typical of personal checking accounts. Larger check sizes must also be accommodated including business size checks 8-1/2 x 3-1/2”.
- In Phase 1, the franking text must match the text shown in Appendix 6, “Current Check Endorsement” that is currently produced using a rubber stamp.
- The franking text must be customizable.
- In a later phase, the franking text must include the CSR’s identification, the customer’s driver license number as well as up to four (4) transaction ID’s. Bidder’s solution must satisfy this capability.

e) Check Image Scanner

The system must digitally scan the image of the front and back of checks and store the image in a digital format. Resolution shall be sufficient to reproduce a copy of the check on a laser printer as well as display it on a workstation for dispute resolution and fraud investigations.

f) MICR Scanner for Electronic Check Conversion (ECC)

The system must include the capability to digitally scan the magnetic ink character recognition (MICR) number on the front of checks to enable electronic check conversion processing.

g) Bar Code Scanning Device

The bar code scanning device must be capable of reading bar code documents produced by MVC. The digital driver license contains both a 1-D and a 2-D bar code on the back side. For a sample of bar code see Appendix 12, “Sample Bar Code”.

The contractor must provide barcode readers as an alternative data input device. The barcode reader may be a handheld unit. The barcode reader must be capable of reading both a 1-D and a 2-D barcode that contains data in PDF-417 format and conforms to AAMVA standards (<http://www.aamva.org/Documents/std2005DL-IDCardSpecV2FINAL.pdf>).

h) OCR Scanning Device

The OCR scanning device must read OCR-A, 10-point font printed on documents produced by MVC. For a sample of the OCR-A, see Appendix 13, "Sample OCR-A".

I) Pin-Pad Device

If purchased by MVC, the contractor shall provide the proposed customer facing PIN Pad terminal. MVC will offer the use of debit cards in a future phase. Installation will require a fix mount to the counter in most locations. The mounting of the terminal must allow for a swivel so it can be turned in the direction of the agent behind the counter. Most terminals will be fixed mounted to the countertop; however some locations will require a vertical mount to a wall. The contractor must be capable of providing both types of mounts.

3.21.3 HARDWARE INSTALLATION

All contractor provided hardware listed in Section 3.21.2 (b) through (I) shall be installed and approved by the State Contract Manager in Phase 1. It shall be connected and ready for implementation during the proper phase of the project. Installation includes but is not limited to:

- Delivering the device to the precise location where it will be installed.
- Physical installation into the workstation area in an ergonomically useful location as facilities and furniture layout permit
- Connecting the device to a power source
- Installing data connections needed to make the device ready for use
- Installing network connections needed to make the device ready for use
- All devices with consumables, e.g., roll paper or ink sources, must be installed with a full, new supply of the consumables.
- OIT will physically move the centralized equipment and redundant centralized equipment to the desired locations.
- All PC workstation hardware will be provided and installed by MVC.
- The MVC will purchase separately and physically install biometric security devices and connect the devices to all PC POS workstations in all venues.
- The contractor in conjunction with State oversight and approval, must physically install venue servers and connect the devices if this component is part of the proposed solution.
- The contractor in conjunction with State oversight and approval must physically install all cash drawers in a location such that the need for the user to turn away from the customer is eliminated or reduced. The MVC will connect two (2) new cash drawers with tills to all PC POS workstations in all venues.
- The contractor must install one (1) cash receipt printer per POS workstation.
- The contractor must connect and manage print devices attached to each POS workstation.
- The contractor must install one (1) check franking printer per POS workstation.

- The contractor must install one (1) check image scanner per POS workstation. Enabling this function is out-of-scope in Phase 1. The check image scanner will be enabled in a later phase.
- The contractor will **NOT** Install a Centralized Check Image Repository. Installing this hardware is out-of-scope in Phase 1.
- The contractor must install one (1) MICR scanner per POS workstation. Enabling this function is out-of-scope in Phase 1.
- The contractor must install one (1) Bar Code Scanning Device per POS workstation. Enabling this function is out-of-scope in Phase 1.
- The contractor must install one (1) OCR Code Scanning Device per POS workstation. Enabling this function is out-of-scope in Phase 1.
- The contractor must install one (1) Till Security System per venue.
- The contractor must install a Cash Register Security System and implement a process for each POS workstation.
- As an option and at the State's sole discretion, the contractor must install a Currency and Coin Counting System and implement a process for each venue and/or POS workstation.

3.21.4 INVENTORY REPORT OF INSTALLED EQUIPMENT

All newly installed equipment and devices must be inventoried by the contractor in a Microsoft Excel spreadsheet with the following columns of information:

- device description
- make
- model
- serial number
- condition = NEW
- date installed
- where installed specifying venue name
- zip code
- counter location
- MS XP workstation ID or server ID.

The State Contract Manager will provide storage space at a MVC warehouse in Trenton to store all instruction manuals and warranty information. The contractor must deliver all instruction manuals and warranty information to the MVC warehouse in Trenton NJ.

All equipment must be installed throughout the State of NJ in working condition.

DELIVERABLE: Microsoft Excel electronic spreadsheet of the entire installed inventory supplied to and approved by the State Contract Manager. A complete electronic spreadsheet that may be sorted on any column for reporting purposes must be provided to and approved by the MVC Contract Manager.

3.21.5 INVENTORY REPORT OF FIRMWARE

Devices must use firmware that is upgradeable. The contractor must install the most current version firmware. After contract award, exceptions to this requirement must be documented and a reason given and approved by the State Contract Manager..

All firmware must be inventoried by the contractor in an electronic Microsoft Excel spreadsheet with the following columns of information:

- device description
- make
- model
- serial number
- firmware description
- old firmware version
- new firmware version
- date upgraded
- where upgraded by specifying venue
- zip code
- counter location
- MS XP workstation ID or server ID.

All firmware must be copied to machine readable material and supplied to the State Contract Manager.

DELIVERABLE: Microsoft Excel electronic spreadsheet of the entire firmware inventory.

3.21.6 SOFTWARE INSTALLATION

The contractor must supply the POS COTS application package for all IBM SurePOS stations.

The contractor must supply any customized programming modules that are required and document the names of all customized software modules installed on the unit.

MVC will integrate and install the workstation software images to include the modules provided by the contractor.

The contractor must configure and tailor options as needed to make the solution operable.

a) Install and configure on other Dell Workstations

The contractor must supply the POS COTS application package for all Dell computers. The contractor must supply any customized programming modules that are required and document the names of all customized software modules installed on the unit. The contractor must configure and tailor options as needed to make the solution operable.

If local servers are part of the contractor's solution, then the contractor must install the POS COTS server application package on the local servers. The contractor must install customized programming modules that are required and document the names of all customized software modules installed on the unit. The contractor must configure and tailor options as needed to make the solution operable.

The contractor must install the POS COTS centralized application package and transaction database on the centralized equipment. The contractor must install customized programming modules that are required and document the names of all customized software modules installed on the unit. The contractor must configure and tailor options as needed to make the solution operable.

The contractor must transfer all licenses for all software to MVC..

All software must be inventoried by the contractor in a Microsoft Excel spreadsheet with the following data:

- manufacturer
- title
- description
- serial number
- license type (i.e., active user, server, enterprise, etc.)
- device description that is running this software
- hardware make
- hardware model
- hardware serial number
- replace software version if applicable
- software version
- date installed
- where installed by specifying venue
- zip code
- counter location
- MS XP workstation ID or server ID.

DELIVERABLES: Microsoft Excel electronic spreadsheet of the entire software inventory. All master copies of all software products, manuals and licenses must be delivered to and approved by the State Contract Manager. All contractor certificates of ownership.

All software must be copied to machine readable media (master image CD) and supplied to the State Contract Manager.

The contractor shall customize, configure the POS COTS software, test, deploy, maintain, and support the system.

The contractor must provide documentation for all administrative processes.

3.21.7 MULTIPLE TENDER TYPES

The system must be able to accept multiple multiple payment types on a single transaction. For example, a customer may pay with both cash and check or cash and credit card, etc.

3.21.8 ENABLE BIOMETRIC SECURITY

This POS application must have the capability to inherit the user identity and role from the Windows Active Directory domain. It must allow for different users to log into the application with their user id and a fingerprint or manually entered password without requiring a reboot. Currently, some workstations use biometric authentication to log into the workstation and specific applications. The majority of workstations do not have biometric authentication. Users log in with a user id and a manually entered password. Therefore, this application must allow for logon both ways.

3.21.9 ENABLE MVA TRANSACTIONS

The contractor shall provide, configure, test, deploy, and maintain a COTS software system to support counter-based electronic POS peripherals at MVC venues, which will replace the current cashiering system. A detailed description of the standard workstation configurations are found in Appendix 1, (Section 1.6), "Existing Workstations".

MVC will provide the workstations configured as recommended by the contractor.

MVC Customer Support Representative's (CSR's) will continue to use the Agency System to process transactions for their customers. Transactions include but are not limited to:

- Dealer Forms sold
- Collecting Sales Tax
- Collecting title fees
- Collecting registration fees
- Collecting license fees.

However, tender processing must be accomplished with the new COTS POS software and peripherals.

Once it is determined that the sale can proceed, the agent will collect the tender from the customer, and print the customer's documents from the legacy Agency System. At this point the contractor's system must accept the manual entering of the transaction ID, transaction type, amount, tender type. The old standalone cashiering equipment will be replaced by the new application on the PC and the new peripherals. There will be no data integration between the Agency System and the new POS System in Phase 1.

The activity in the Agency System will be carried out as it is today. The completed Agency System transaction will be recorded by the COMP System, assigned a unique transaction ID, and shall become a part of the CSR's account record and the customer's privilege history.

3.21.10 ENABLE RSC TRANSACTIONS

There are four (4) locations around the State where regional service centers are located. In those locations, a customer can conduct two (2) types of business. They can be serviced in the agency conducting basic business like all of the forty five (45) locations, or they can conduct business related to driver improvement actions. The latter, has its own separate fee room for collecting payments related to driver improvement, such as penalty fees, classes, abstracts and license restorations.

The transaction sets in the driver improvement area are different than the agency and so is the corresponding business flow. A configuration must therefore take into account the allowable subsets of transactions that can vary from one business location to the other. The POS administrator must be able to grant permission based on role the staff is performing.

The POS system must permit changes in the current business process. An appropriately configured workstation will be capable of processing of the total transaction set and allow for expansion of transaction types in the future.

3.21.11 PROVIDE TILL RECONCILIATION PROCESS

Reconciliation reporting for each end-user's till as well as for the entire venue (sum of all specified end users) is required. The report must include a breakdown by tender type and a breakdown by category of services sold. If implemented in one report, it must be a matrix with cross totals.

All end users must be able to use any POS workstation to request and print his/her till reconciliation report.

The data entry function must provide for entry of counts by denomination of bills and coin value for all till reconciliation functions. This includes but is not limited to starting bank for change (till contents) and ending bank data entry.

The contractor must incorporate into this process any counting equipment that MVC elects to purchase based on the contractor's recommendation. See Section 3.21.1(c) "Venue Currency and Coin Counting System Specification".

The RSCs must provide information to Division of Revenue on a daily basis. The information must include all data elements currently in use as shown in the form in Appendix 8, "RSC EOD Revenue Summary". The new POS system must provide the Oracle General Ledger system with required data elements in an electronic process.

DELIVERABLE: Documented Till Reconciliation Process in a Microsoft Word formatted document.

3.21.12 TEMPORARY SIGN-OFF FOR BREAKS PROCESS

The contractor must develop a process to permit management to use a floating break person with their own personal till. This must include using a second cash drawer to hold the till of the break person while the primary person's drawer and till are locked during a break.

DELIVERABLE: Documented Temporary Sign-Off Process in a Microsoft Word formatted document.

3.21.13 CHECK FRANKING PROCESS

The new check franking process must include a multi-line endorsement on the back of any check that is presented as tender for MVC services (See Appendix 6, "Current Check Endorsement").

DELIVERABLE: Documented Check Franking Process in an electronic Microsoft Word formatted document.

The final electronic document must match the process implemented in Phase 1 as approved by the MVC Contract Manager.

3.21.14 ACCESS TO APPLICATION ADMINISTRATION

It is required that all system administrative functions be able to be processed by using a web-based interface via MS Internet Explorer on the MS Windows XP operating system.

It is required that the functions be accessible from any workstation within MVC using appropriate security features to access the administrative functions.

3.21.15 BACKUP AND RECOVERY PROCESS REPORT AND COMPONENTS

Backup and recovery processes must be developed and documented in a report for all systems related to new POS installation. This includes but is not limited to workstations, distributed servers, if proposed, and central servers. If required, the State would purchase any additional hardware through existing contracts.

The contractor must test the procedures using the procedure documentation developed for MVC. The test must be run in the presence of MVC personnel. The contractor must provide a report that documents the results of the test and update the procedure documents based on the results of testing.

A documented test plan is required for the backup and recovery process for each workstation, server (distributed or central) failure scenario.

DELIVERABLE: A documented process for backup and recovery at the workstation, venue server, and the centralized system level.

3.21.16 REMOVE OLD EQUIPMENT

The term “cash register” refers to the device and all of its peripherals, including, but not limited to the main unit with keyboard, display, printers, cash drawers, and tills.

The contractor must remove:

- old Fee Room cash registers. Fee Room cash registers are typically NCR devices with two (2) physically separate cash drawers.
- old Agency cash registers. Agency cash registers are typically Casio devices with one (1) physically integrated cash drawer.
- old bureau cash registers. These are located in the MVC Headquarters office building.

All removed equipment must be inventoried by the contractor and recorded in an electronic MS Microsoft Excel spreadsheet with the following columns of information:

- device description
- make
- model
- serial number
- condition (working condition or non-working condition)
- where removed from by specifying venue
- zip code
- counter location
- MS XP workstation ID where removed.

A complete electronic spreadsheet that may be sorted on any column for reporting purposes must be provided to and approved by the State Contract Manager.

The contractor must transport all removed equipment to MVC Headquarters in Trenton to a warehouse office space as specified by the State Contract Manager. All equipment must be organized by device type in a single warehouse location in the MVC Headquarters building.

DELIVERABLE: Microsoft Excel electronic spreadsheet of the entire removed inventory.

3.22 PHASE 2

3.22.1 OVERVIEW

The intent of this phase is to introduce new processes to speed data entry in a way that benefits MVC customers and maintains the integrity of MVC data systems. This phase involves integration of the POS System with other MVC systems. The discovery process will be very important to clearly define the business needs and the technical content of the Phase 2 requirements.

If MVC decides to proceed, this phase will be engaged pursuant to the process described in Section 5.20, "Additional Work and/or Special Projects".

3.22.2 NETWORK ANALYSIS FOR PHASE 2

The transfer of additional data, especially large objects such as images of checks, must be considered. The network analysis described for Phase 1 (Section 3.19.2, "Network Analysis") must be repeated for Phase 2.

3.22.3 REDUCE MANUAL DATA ENTRY

The contractor must provide an automated means to enter as much legacy system data as possible into the POS COTS software. For example, if the driver presents a NJ digital drivers license, the user might scan the information from the driver's license and use that customer information to save as many keystrokes as possible and speed up the processing of all transactions by eliminating keystrokes and possible data entry errors. Initial integration with legacy systems may be accomplished via IBM Websphere MQ product or SQL calls.

The contractor must use the discovery portion of Phase 2 to find as many areas as possible to reduce the overall number of keystrokes required to complete a transaction.

3.22.4 ENABLE VIDEO SURVEILLANCE SYSTEM SYNCHRONIZATION

The contractor must design and implement a business process and technology to enable synchronization of video surveillance recordings and POS transactions for investigative purposes. MVC's video surveillance system is discussed in Appendix 1.

The video surveillance system typically interfaces to a POS COTS controller rather than interfacing directly to each and every POS terminal. The controller interface usually takes the form of a file-based transfer of transaction log files; or direct access to a relational database.

MVC requires this interface be as near real-time as is possible.

- The POS system must interface with the video surveillance system. Transaction data must be transferred over this interface in as timely a manner as possible.
- POS terminals and controllers must be capable of being time synchronized from an external time source.
- Transaction time stamps generated by the POS system must be accurate to the second.

- The POS COTS system must provide time stamps at the start and the end of each transaction.

The contractor shall use the discovery portion of Phase 2 to further define these requirements.

3.22.5 ENABLE BAR CODE DATA ENTRY

The POS COTS software must read the barcode from MVC documents (i.e. the registration renewal form sent to customers). Information must then be automatically populated into the data entry fields to enable filling as many fields as possible. The bar code may contain a key field to access data from another system to fully enable this function. This requires that the new bar code reader be enabled to read the bar coded information directly into the application software.

The contractor shall use the discovery portion of Phase 2 to further define these requirements.

3.22.6 ENABLE THE CHECK IMAGE CAPTURE PROCESSING

The contractor must scan both sides of the signed check and ensure that images are stored in a single image repository of all checks scanned at POS workstation. The design may include a local repository for check images that are staged for transmission overnight to a central image database.

The contractor shall use the discovery portion of Phase 2 to further define these requirements.

3.22.7 ENABLE ELECTRONIC CHECK CONVERSION (ECC) PROCESSING

The contractor must implement electronic check conversion (ECC) processing. This activity includes, at a minimum, the following tasks:

- scan the MICR at the POS workstation,
- transmit it to the bank,
- debit the account instantly at some banks (at latest that night for batch banks),
- get confirmation from bank,
- and VOID the check.

The contractor shall use the discovery portion of Phase 2 (See Section 3.24.3. Discovery Activity) to further define these requirements; including whether the new pre-requisite banking agreements are in place to handle this new process.

3.22.8 ENABLE MVC DATA WAREHOUSE INTERFACE CONTINUITY

The contractor must ensure that the current transaction files used to feed the MVC Data Warehouse are taken into consideration. Currently the source of the transaction files is the Agency System. The contractor shall use the Discovery Activity of Phase 2 to define this requirement. The contractor must ensure the MVC Data Warehouse is populated by the MVC POS system as it was previously populated by the Agency System.

3.22.9 ENABLE MVC ORACLE E-BUSINESS INTERFACE CONTINUITY

The contractor must ensure that any interfaces to the MVC Oracle e-Business Suite are taken into consideration and modified as needed. The interface must be enhanced and molded to accommodate new application functions added during this phase.

3.23 PHASE 3

3.23.1 OVERVIEW

The implementation of Phase 3 shall be solely at MVC's discretion.

If MVC decides to proceed, this phase will be engaged pursuant to the process described in Section 5.20, "Additional Work and/or Special Projects".

The intent of this phase is to completely replace the current Agency System with the new POS COTS system. It is expected that replacement of the Agency System by POS COTS is viable and that the Agency System may be sunset at the end of this phase.

3.23.2 ENHANCE THE USE OF THE BIOMETRIC SECURITY DEVICE

The contractor shall tailor and configure the POS COTS software and deploy, test, and maintain security access to the new application through a biometric security device attached to each workstation. The MVC may wish to require biometric authentication for every opening of any cash drawer or a similar business process. Biometric Security Devices are discussed in Appendix 1, (Section 1.8.2).

3.23.3 REPLACE THE AGENCY SYSTEM

The contractor shall, using the knowledge gained in the prior phases of the contract, enhance the POS COTS system to replace the Agency System cashiering functions with the new POS COTS System. Some functions of the Agency System may be replaced by the new COMP System. Hence, the POS COTS enhancement shall permit the complete replacement of the aging Agency System.

The contractor shall use the discovery portion of Phase 3 to further define these requirements.

3.23.4 COMPLETE INTEGRATION WITH NEW COMP SYSTEM

It is anticipated that with the arrival of Phase 3, a new COMP System will be available. In this phase, the contractor must complete the integration of the POS COTS system with the replacement for the COMP System, known as MATRX.

The contractor shall use the discovery portion of Phase 3 to further define these requirements.

3.23.5 SUNSET THE AGENCY SYSTEM

There may be some contractor work required to complete the sunset. This work may include de-installing about 50 servers, packing them up in protective packaging, taking inventory of all these servers, transporting to a storage location, and short term storage of this equipment until MVC decides on the final relocation of these servers.

The contractor shall use the discovery portion of Phase 3 to further define the requirements.

3.23.6 MVC DATA WAREHOUSE INTERFACE

The contractor must ensure that the current transaction log used to feed the MVC Data Warehouse is taken into consideration. This interface may be enhanced by loading new information from the POS COTS system into the data warehouse. Exploiting the full capability of the data warehouse and the new POS COTS system may lead to further efficiencies and effectiveness in investigations by MVC Audit, Security and investigative teams.

Today, the current source of this transaction log is the Agency System.

3.23.7 FINAL PROGRAM REPORT AND CLOSE OUT PROGRAM

The contractor must provide an executive summary of all work completed during the contract, recommendations for maintaining the system, and a report on lessons learned. The contractor must present this material at a final closeout meeting face-to-face with the State Contract Manager.

3.24 PROJECT MANAGEMENT

The contractor must perform full project management throughout the project and provide a complete and detailed project management plan to the MVC. The plan is subject to approval by the MVC prior to its acceptance as a deliverable. The contractor shall provide specific deliverable documents and plans, and shall manage the design, development, administration, and delivery of the POS System. The management, planning, and design elements described below shall be provided by the contractor.

3.24.1 SUPPORT TOOLS

3.24.1.1 STANDARD TOOLS

The State uses the MS Office Suite version 2003 as its core application package. The contractor shall provide deliverables to the MVC via entry in a repository outlined in the next section. The contractor shall provide a simple file management structure with folders in a hierarchy.

3.24.1.2 POS PROGRAM MANAGEMENT OFFICE (PMO)

The contractor must set up a Project Management Office (PMO) for this program in coordination with the State Contract Manager for the benefit of all stakeholders. There will be many projects in this program and several different project leaders. Good organization and a sound PMO will be the cornerstone for a successful POS Modernization Program. For a description of a PMO see "A Guide to Project Management Body of Knowledge (PMBOK® Guide)" Third Edition, by the Project Management Institute.

The PMO infrastructure will remain in place for all phases of this program. Any repository with deliverables shall remain in place with the State as a reference for years after all development phases are finished and until such time as the State Contract Manager deems otherwise.

3.24.1.3 POS PMO SERVER HARDWARE SPECIFICATION REPORT

The contractor must specify a server that will be dedicated to the PMO. The contractor shall administer and maintain this system. The contractor shall administer security access. The contractor must build this system to ensure ease of use in locating information and provide a guide as to how the system is organized.

3.24.1.4 POS PMO APPLICATION SOFTWARE

The contractor shall establish, organize, populate, and maintain an up-to-date electronic repository for ALL program deliverables and documents on a secure server at MVC.

Most users shall have READ ONLY access under a role-based security scheme created by the contractor with agreement from State Contract Manager. Once the document is accepted by the State Contract Manager, the contractor shall be granted "read-only " access.

The deliverables in the repository shall include, but are not necessarily limited to:

- Organization (individuals and their roles and responsibilities) Reports

- Milestone Reports
- Plans (MS Project files) and support documents
- Meetings (announcements, minutes, decisions)
- Risk Management Reports
- Change Request Log (description, status, resolution, priority)
- Issues (technical, business process, personnel, billing, etc.)
- Defect Report inclusive of resolutions
- Contract file for the POS Modernization Program contract between the State and the contractor. (POS Modernization Program RFP, all addenda, and the contractor's bid documents)
- Contract Amendments as they are signed. The MVC's contract manager will need to have access to all documentation that may be part of the contract. These documents may be used for reference by the MVC project manager. This is for information purposes only.
- Electronic Standard and Regular Reports (Progress/Status, Defects, Helpdesk Calls, Project Plans, meeting minutes, Service Levels, Outage Reports/Event Investigations/Root Cause)
- Inventory Reports
- Executive Presentations and Summaries
- Training Deliverables (trainers guide, learners guide, handouts)
- Manufacturer's instructions, guides, etc.
- Software Images

The POS Program repository must be organized by the various projects that comprise the program. The vision is that POS Modernization Program has three phases (three high level folders). Within each phase there will be multiple projects (subfolders within the phase). The contractor shall provide a PMO repository for the MVC POS Modernization Program. Access to this repository shall be a web browser with search capability.

Approval of deliverables must be saved electronically with the individual deliverable to indicate MVC approval including approver name and date approved.

At the end of the program, the system and all its contents remain the property of the State.

The contractor must provide an issues management tool for this program.

3.24.2 PROJECT PHASES

A "Phase" is a complete project cycle from end-to-end in the MVC POS Modernization Program. A typical "Phase" begins with discovery and ends with a fully operational set of new functionality in every venue specified in Appendix 3, "Venue Addresses".

The three (3) phases that make up the POS Modernization Program and some anticipated accomplishments are:

- Phase 1 ends with a complete replacement of the current cashiering system in all

venues. Improved reconciliation and security result in fewer out-of-balance conditions. The end user must continue to transcribe data from legacy systems into the new POS COTS solution.

- Phase 2 ends with initial integration of the POS and COMP Systems to reduce duplication of data entry, the implementation of the check image repository, and implementation of bar code reading.
- Phase 3 ends with completed integration of the POS and new COMP Systems. Phase 3 shall include the implementation of credit card and debit card processing through the POS workstations.

Phases 2 and 3 must include all activities described in this section. In Phase 1, the contractor shall perform all activities up to the development activity described in Section 3.24.4.3, "Development Activity". The contractor must use the RFP documents and process to gather the required discovery information.

It is expected that the discovery work for Phase 2 may begin prior to the complete deployment of Phase 1 in every venue. Similarly, the work on Phase 3 may begin before the complete deployment to all venues included in the Phase 2 project.

3.24.3 DISCOVERY ACTIVITY

The objective of discovery is to clearly define the technical scope before significant work is invested in the project. Discovery ends with the approval of the State Contract Manager in writing of the "FINAL Technical Requirements".

3.24.3.1 PHASE 2 / PHASE 3 STARTUP ACTIVITY

The contractor shall interview the State Contract Manager. The contractor shall create a documented "DRAFT Scope of Phase 2" and a documented "DRAFT Scope of Phase 3" to focus the discovery activity to the relevant phase number. The contractor and MVC shall create a list of invitees for the discovery activity. The deliverable must be approved in writing by the State Contract Manager.

3.24.3.2 JOINT APPLICATION DEVELOPMENT (JAD) ACTIVITY

The contractor must facilitate a JAD session with MVC personnel identified by the State Contract Manager. The contractor must present the "DRAFT Scope of Phases 1,2, and 3 " in this session. The contractor must also facilitate and document the discussion, and make use of this meeting to gather all information needed to create and author the deliverables.

The contractor must document and record the JAD session and list all participants. The contractor must create a document called "Preliminary Technical Requirements for Phases 1, 2, and 3 ". The purpose of this document is to be used to focus the design and development activity. The contractor must prepare a list of SME's to be used during the design activity portion of Phase 2.

The deliverable must be approved in writing by the State Contract Manager.

3.24.3.3 CONCEPT FINALIZATION ACTIVITY

At this meeting the contractor must present to the team the "FINAL Technical Requirements for Phases 2 and 3". The contractor must also revise the deliverable as needed to gain necessary approval.

Deliverables: Publish minutes of the meeting with a list of participants. It is important to document adjustments to the concept for the Phase.

The deliverable must be approved in writing by the State Contract Manager.

This activity constitutes exit of the Concept Finalization and approval to begin development activities.

3.24.4 DESIGN AND DEVELOPMENT ACTIVITY

The objective is for the contractor to complete all the work necessary to enter MVC end user testing activity as outlined below.

The contractor shall create a design document in consultation with MVC. The design document shall serve as the foundation for the entire POS System and its components. It must be specific in nature and identify the following:

- How tasks will be accomplished, deliverables produced, and services provided.
- What, exactly and in detail, will be delivered or provided.
- When activities will occur, products will be delivered, and services rendered.
- When and to what audience communications and training will be performed.
- Who will perform tasks and be responsible for delivery of products and the performance of services.

3.24.4.1 DETAILED DESIGN ACTIVITY

The contractor shall create a documented, detailed design sufficient to support the detailed planning and estimating activity.

The deliverable must be approved in writing by the State Contract Manager.

3.24.4.2 DETAILED PLANNING AND ESTIMATING ACTIVITY

The contractor shall create a detailed project plan for this phase.

The contractor shall provide documentation to include an MS Project file with key milestones and a detailed breakdown of the tasks, resources, deliverables and costs associated with each milestone. Documentation must include a communications plan including a roles and responsibilities matrix and key dates for communications and training.

The deliverable must be approved in writing by the State Contract Manager. This approval signifies that the contractor is ready to execute the plan and complete all work to prepare a working solution for MVC Testing. For Phase 1, this is the end of work required to be completed by the contractor as part of the bid package. All sample deliverables in the bid package must be representative of the type of deliverables the contractor will supply for subsequent phases of the program.

3.24.4.3 DEVELOPMENT ACTIVITY

The contractor shall create the solution and have it ready for MVC end user testing. The contractor must complete all work needed for the system to be fully functional. The contractor's documentation must include a communications plan including a roles and responsibilities matrix and key dates for communications. The contractor's documentation document must include training deliverables for training. See Section 3.18 Training". The deliverable must be approved in writing by the State Contract Manager. This approval signifies that the contractor is ready to enter formal MVC end-user testing.

3.24.5 MVC END-USER TESTING

This section describes the activities the contractor must perform prior to full system implementation. All development work, hardware, software, firmware, processes, procedures, training, and documentation for all components of the system shall be tested prior to their implementation for suitability to task, usability, effectiveness, and support. All shall meet the requirements set forth herein to qualify to be approved by the MVC as suitable to accomplish the tasks for which they were intended. The contractor shall create appropriate and thorough test suites to simulate all possible circumstances to ensure a high level of success upon their deployment and implementation. Test plans and procedures for all subsystems shall be delivered to MVC for review, comment, and approval.

3.24.5.1 MVC TEST PLANNING ACTIVITY

The contractor shall present a detailed project plan and provide scripts for MVC End-user testing, The contractor shall document the architecture of the test environment and any differences from the operational customer environment.

The contractor shall organize the meeting and prepare a list of participants. The contractor must document adjustments to the design, schedule, and costs for the phase as a result of this review. The contractor shall create an “End-User Test Package for Phases 1, 2, and 3” that includes the final test plan, scripts, schedule and costs for the phase. The contractor must provide a detailed communications plan including a roles and responsibilities matrix for all stakeholders and provide a documented training plan.

The deliverable must be approved in writing by the State Contract Manager.

This approval signifies that the contractor has the authorization to proceed with the implementation activity as documented and approved in the final “End-user Test Package for Phases 1, 2, and 3”.

3.24.5.2 PROOF OF CONCEPT (POC) TEST ACTIVITY

The contractor shall install the POS COTS system at MVC Headquarters. The POS COTS system must be demonstrated to, and approved by, the State Contract Manager prior to deployment in the field. The contractor shall provide a test procedure documenting that all functions are ready for demonstration. The contractor must demonstrate all functions to the State Contract Manager using the test procedure documentation. At the completion of tests, the contractor shall provide a State of Readiness report for MVC review and approval. The State of Readiness report shall provide a summary of test procedures and results describing the remaining known defects and deficiencies, their level of severity, the risk of implementing the test version and a recommendation as to whether or not to implement the tested version. The system is then available for MVC personnel to test.

The State Contract Manager must approve the POS COTS system to proceed with load testing. Successful completion indicates that MVC is ready to expand testing to include end users.

3.24.5.3 LOAD TESTING ACTIVITY

The contractor shall demonstrate that the system can perform under a heavy load of transactions as follows:

- The contractor must demonstrate that the centralized POS COTS system can handle up to 10,000 POS transactions (statewide load) in one peak hour.” This is nearly twice the recorded transaction peak to date.

The contractor shall provide a load test procedure documenting the loading capacity of the systems. The contractor shall demonstrate the load handling capability to the State Contract Manager using the test procedure documentation. At the completion of tests, the contractor shall provide a Load Handling Capability report for MVC review and approval. The Load Handling Capability report shall provide a summary of test procedures and results.

Approval by the State Contract Manager must be obtained to proceed with user acceptance testing. Successful completion indicates that MVC is ready to expand testing to include end users.

3.24.5.4 USER ACCEPTANCE TESTING (UAT) ACTIVITY

The contractor shall demonstrate and train the staff and representatives from the end user community as selected by the State Contract Manager. The contractor shall perform the demonstration using training materials proposed for the introduction of the changes into the field. The UAT approvers must have ample time to test all business processes using the new system and record the findings. The State Contract Manager will designate the UAT approvers.

Approval by the State Contract Manager must be obtained to proceed with Live Implementation.

3.24.6 FIRST MVC CUSTOMER ENVIRONMENT TESTING

Pilot Projects shall be designed to minimize the disruption of current operations for agents and MVC while conducting operational and evaluation tests of the system, its equipment, materials, and documentation.

The POS pilot shall test a true and complete cross section that is representative of the production state on a reduced scale. All aspects of transaction processing shall be tested.

3.24.6.1 BETA TEST PREPARATION

The contractor shall assist the MVC training and communications staff with proper planning for the Beta Test. The scope of the Beta Test will be limited to the workstations attached to the server with the ID= "DC". See Appendix 10, "Workstation Counts". The contractor shall provide documented Beta Test training and communications plans as well as documented plans for hardware and software deployment in the venue.

The MVC Contract Manager will designate the Beta Test Plan approvers. The contractor must obtain approval by the MVC Contract Manager to proceed with the Beta Test.

3.24.6.2 BETA TEST AT MVC HEADQUARTERS

The contractor shall install the new POS COTS system in a live venue environment. This activity is the first live testing of the new system. The new system shall process live transactions, test the training materials, and test the entire daily cycle for cashiering.

The MVC Contract Manager will designate the Beta Test approvers. The contractor must obtain approval by the MVC Contract Manager to proceed with Pilot Test.

3.24.6.3 PILOT TEST PREPARATION

The contractor shall assist the MVC with proper planning for the Pilot Test. The contractor shall present a documented training and communication plan as well as documented plans for hardware and software installation in the venue.

The MVC Contract Manager will designate the Pilot Test Plan approvers. The contractor must obtain approval by the MVC Contract Manager to proceed with the Pilot.

3.24.6.4 PILOT TEST AGENCY AND REGION AT TRENTON RSC VENUE

The contractor shall install the new POS COTS system in a live MVA and a live RSC Driver Conference, License Review, and fee room environment. This is a critical test before deployment to all venues. This must be running smoothly before proceeding to any other venues

NOTE: The Trenton venue has workstation counts in the agency table and additional counts in the regional table. It is important to consider these two (2) very different business areas that are collocated under one roof. See Appendix 10, "Workstation Counts".

The new POS COTS system must be able to process live transactions. The contractor must use the new POS COTS system and test the entire daily cycle for cashiering in a full MVA and a full RSC.

The MVC Contract Manager will designate the Pilot Test approvers.

3.24.7 REPLICATION TO ALL VENUES

A complete description of the proposed implementation plan shall be provided to the MVC prior to the implementation of the POS System. The following shall be included in a comprehensive implementation plan.

3.24.7.1 INSTALLATION PLANS

The contractor shall identify equipment, software, or resources that the MVC will need to provide to the contractor (in-house) to implement the proposed POS System. At a minimum, it shall include full description of the staff requirements for the project, all equipment required (including software) etc.

This shall include a narrative describing the impact of all activities on normal business as well as any preparation costs to cover transition. All required components that MVC must maintain in the system shall be identified, and maintenance schedules for the equipment must be shown.

For each venue and/or instance of the new POS system, a risk management plan must be created and communicated to all stakeholders identified by the MVC Contract Manager. See Section 3.24.7.4 "Risk Management and Deployment Activity".

3.24.7.2 TRANSITION PLANS

The contractor shall provide a comprehensive transition plan covering all aspects and addressing all implications of this major shift in the way in which MVC POS transactions are processed and accounted for. The MVC shall assist the contractor in designing this plan. A complete transition plan giving full consideration of the MVC's normal business cycle with minimal interruption of customer related business must be part of the implementation. The plan is subject to approval by the MVC prior to the full implementation of the POS System at EACH venue. This plan shall be used as needed throughout the project. The MVC shall run the current Agency System in parallel during the development and implementation of the new system. As the new POS System progresses through pilot and moves into production, the MVC and its POS end users will have to make adjustments necessary to accommodate the new system.

It is the responsibility of the contractor's project manager to ensure that communication to all appropriate stakeholders has taken place well in advance of work to reduce the risk element associated with surprise disruptions to the MVC's ability to deliver services to their customers. See Section 3.24.7.4 "Risk Management and Deployment Activity".

3.24.7.3 DEPLOYMENT PLAN FOR ALL VENUES

The scope includes all remaining workstations in all venues in the State of NJ as listed in Appendix 10, "Workstation Counts". The contractor must revise all deliverables to include "lessons learned" from all activity to this point. The contractor must present the Final Deployment Plan to the MVC Manager Program Management team.

The contractor must organize the meeting and prepare a list of participants. The contractor shall create a "Final Deployment Package for Phases 1, 2, and 3" that includes final design, schedule and costs for the phase. The plan must include all activities, tasks, roles and responsibilities, dates and contingencies. Final training plan for all end users and all supervisory personnel responsible for managing the cashiering function must be documented. A day-by-day plan in MS Project must be developed. This will serve as the baseline for the deployment to all venues.

The deliverable must be approved in writing by the State Contract Manager. Approval signifies that the contractor has the authorization to proceed with the statewide deployment activity as documented and approved in the "Final Deployment Package for Phases 1, 2, and 3".

3.24.7.4 RISK MANAGEMENT AND DEPLOYMENT ACTIVITY

The contractor shall implement and support the POS solution at all locations for MVC for the duration of the contract.

Two weeks or more prior to the beginning of installation activity at any location, the contractor must convene a "Configuration Change Management" meeting to communicate the proposed changes for review of risk factors associated with the proposed changes to the systems and/or business processes in each venue. The contractor must present the planned changes and request the participants to contribute risk events that may place ongoing operations at risk. Mitigation strategies for these risk events must be discussed and resolved before implementation may proceed at the venue under discussion. The MVC Contract Manager will provide a list of persons that must be invited to the "Configuration Change Management" meeting for each venue.

The Contractor shall document minutes of the meeting that will be held to document the discussion of an impending change at each venue. At the discretion of the MVC Contract Manager, a single meeting may cover multiple venue implementations.

The contractor must develop the "Configuration Change Management" procedure for each venue discussed in meetings and list participants of each meeting. The contractor must document all the risk events discussed, probability of occurrence, impact to the successful deployment, and the mitigation strategies and tasks assigned for a successful deployment. The contractor must also document a list of the key stakeholders that may be affected by each deployment. The day-by-day plan in MS Project must be updated with the tracking option to show actual dates versus the baseline plan.

The deliverables must be approved in writing by the State Contract Manager before any venue can be changed by the contractor.

3.24.7.5 REGULAR STATUS REPORTING

The contractor shall provide brief weekly progress reports in writing for discussion at the weekly face-to-face meetings. The contractor must present a bi-weekly status update of the MVC POS Modernization Program and discuss program adjustments in a face-to-face meeting with the MVC Contract Manager. Participants in all meetings will be determined by the MVC Contract Manager.

The contractor must prepare a weekly activity summary report. The contractor must prepare written minutes of the weekly face-to-face meetings to discuss the activity summary for the week and any program adjustments discussed.

Written minutes of the monthly face-to-face meetings and program adjustments discussed must be created by the contractor. The contractor must prepare a monthly report that shall include at least a one page text executive summary of the overall POS Program progress highlighting risks to the program schedule and a table on the second page listing each instance of POS installation on a single row and, at a minimum, every phase or milestone in a single column. This monthly matrix shall provide a visual representation of the progress for the entire program.

The report must arrive weekly on the day determined by the MVC Contract Manager. The monthly report must arrive by the end of the first full week of the month. The MVC Contract Manager may reduce the frequency of reporting at his discretion. Meetings will be hosted by the MVC Contract Manager with the contractor to discuss the entire program.

3.24.8 PROJECT MANAGER STATUS REPORTING

The contractor shall assign a project manager to this project. The MVC shall provide the contractor's project manager with a work location at the MVC's Trenton Office (225 E. State Street, Trenton NJ) for the duration of the project. The contractor's project manager shall be available to the MVC on-site during normal work hours through the critical phases of the project as agreed to by the MVC and contractor.

The contractor's Project Manager shall serve as a single point of contact for the MVC State Contract Manager. The contractor's Project Manager shall be responsible for developing, revising, and tracking a detailed Project Plan encompassing every aspect of the project throughout its life cycle. The plan shall include the activities of any subcontractors used by the contractor. The current plan and its status shall be available to the MVC State Contract Manager upon request. The contractor's project manager is also required to provide project coordination services, including scheduling meetings and filing reports, as described below.

3.24.8.1 WEEKLY PROJECT STATUS MEETINGS

The contractor's Project Manager shall report project status to the MVC Project Manager at a minimum of weekly. This shall be done in a face-to-face meeting. An agenda of topics to be discussed shall be prepared by the contractor's Project Manager. The agenda shall include review of the running issues log maintained by the contractor. Typically the agenda would include "old business" and discussion of new issues to enter into the log.

3.24.8.2 WEEKLY PROJECT STATUS REPORTS

Within two business days following each project Status Meeting, the contractor's project manager shall provide a status report on the meeting. The report shall include attendees, the agenda, overview of topics discussed, and new actions, including who is responsible and by when, and status of prior actions.

3.24.8.3 MONTHLY EXECUTIVE SUMMARY REPORTS

The contractor's project manager shall provide monthly executive summaries, within five (5) business days from the end of the month being reported on, concerning the status of the project, including a summary of the last month's activities, a list of major accomplishments, major milestones met, deliverables completed, issues-problems-actions, and work for the next period.

The executive summary shall be in MS Word format containing a suitable narrative content for the top MVC management. It is preferred that this be a one or two page brief snapshot of the status of the project.

3.24.8.4 PHASE CLOSEOUT

At the completion of every phase, the contractor shall present the original plan and compare schedule, fixed price, and scope to the actual phase implementation. The presentation and discussion of variances shall be used as a learning exercise to improve performance on subsequent activity.

The contractor must provide documentation of actual results versus planned activity. The contractor must present the results to the MVC Contract Manager indicating lessons learned.

Approval of the final report by the MVC Contract Manager must be obtained by the contractor.

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/08x38216.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 **eight (8) full, complete, and exact copies** of the original proposal. The copies requested are necessary in the evaluation of the bid proposal. 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.

In addition, the bidder must submit **one (1) full, complete, and exact ELECTRONIC copy** 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.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 – Price Schedule (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/08x38216.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/08x38216.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 at: (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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/08x38216.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 in (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.shtml>).

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.shtml>) must be completed and submitted with the bid proposal.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

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/nibgs 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/08x38216.shtml>).

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

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

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed **Notice of Intent to Subcontract** form located on the Advertised Solicitation, Current Bid Opportunities webpage at: (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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 at: (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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 at
(<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.shtml>).

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report. However, if the bidder has already received a New Jersey Affirmative Action Certificate or has evidence that the bidder is operating under a federally approved or sanctioned affirmative action program, then the bidder is to submit either the New Jersey Affirmative Action Certificate or evidence of the federally approved affirmative action program. This requirement is a precondition to entering into a State contract. The Affirmative Action Form is located on the Advertised Solicitation, Current Bid Opportunities webpage at:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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/08x38216.shtml>. Refer to Section 7.1.2, "Source Disclosure Requirements", of this RFP.

4.4.4 TECHNICAL PROPOSAL

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

4.4.4.1 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 shall complete the contract schedule for Phase 1. If key dates are a part of this RFP, the bidder's contract 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. In addition to completing the included contract schedule, if the bidder wishes to expand on its contract schedule with the use of Gantt, PERT or other charts, the bidder should feel free to do so.

**CONTRACT SCHEDULE FOR PHASE 1
BIDDERS MUST COMPLETE - REQUIRED SUBMITTAL**

	MVC's Target	Bidder's Proposed Schedule
Completion Milestone	Weeks After	Weeks After Signing of Contract

	Signing of Contract	
Award Date	Week 0	Week 0
3.24.4.3 "Development Activity", and 3.19.2 "Network Analysis Report for Phase 1".	+ 8 weeks	
3.24.5.2 "Proof of Concept (POC) Test Activity".	+ 8 weeks	
First Go Live Testing		
3.24.6.2 "Beta Test at MVC Headquarters".	+ 2 weeks	
3.24.6.4 "Pilot Test Agency and Region at Trenton RSC Venue".	+ 2 weeks	
End of evaluation of pilot and rework business processes and training during this period including updates to ALL documentation and training materials.	+ 4 week	
Go Live Replication to All Venues		
3.24.7 "Replication to all Venues". Estimating 3 venues per week	+15 weeks	
TOTAL DURATION	39 weeks	

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the project initialization, mobilization and implementation during the initial period of thirty (30) days starting with notification of award.

This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of thirty (30) days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period.

The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's initialization, mobilization and implementation of the contract work within the initial thirty (30) period.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering thirty (30) days.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract within the timeframe of the bidder' proposed contract schedule.

The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

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.

4.4.4.6 DETAILED TECHNICAL RESPONSE

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 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.

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.

Section Reference	Bid Response Requirement
Section 1.2	The bidder must respond with a brief narrative describing its recommended approach to helping MVC reach each of these goals by paragraph number. Please use the outline numbers to reference the goal being addressed in each brief narrative.
Section 3.21.2 (c)	The bidder must indicate in their bid response if the software supports the optional printing of the digitized signature on the customer receipt.
Section 3.12	The bidder should specify the number of characters that may be used to annotate each

	transaction.
Section 3.2	The bidder must provide the version history with dates of the POS COTS solution. The bidder must indicate the current installed base for the proposed POS COTS solution and give an indication of the installed base trend over the last three (3) years. The bidder must indicate how many, if any, installations are in use in the public sector. The bidder may supply any other supporting information that would indicate the level of maturity and stability of the POS COTS base solution that is proposed.
Section 3.18	The bid response must focus on a detailed plan for Phase 1. In addition, the bid response will include and will be evaluated on the strategy for implementing the remaining phases. This will permit MVC to evaluate the full vision that the bidder has for all phases. Therefore, the proposal for Phase 1 must provide a robust architectural foundation that permits a thorough integration and smooth implementation of all phases.
Section 3.18.1	The bidder must explain their flexible design and how it will accommodate changes in privileges, business rules, laws, and technology without requiring major rewrites of the system. The bidder shall provide a detailed schematic of the architecture of the proposed system.
Section 3.18.4	If bidder offers courseware or a courseware library, the bidder shall make available a list showing the recommended minimum bandwidth required per user for each course, including those that utilize text, audio, and video streaming. If bidder offers courseware, identify which plug-ins are consistently used in the course library. If bidder offers courseware, indicate any courseware that is offered as part of the LMS at no additional cost. The bidder shall indicate if any courseware is offered, and the fee for any additional courseware. The bidder shall also indicate if third-party courseware libraries, not provided by bidder, function seamlessly with the LMS, i.e., can MVC purchase courses from multiple courseware providers and use them on the LMS?
Section 3.18.4.1	The bidder must list features that are unique to the LMS. The bidder shall state the minimum and maximum file size, space usage, etc. for content.

Section 3.18.4.11	Bidder must indicate the process for uploading course content and the time frames for uploading the content to the server to make available to users.
Section 3.18.4.11	The bidder shall describe what synchronous training applications will work with the LMS.
Section 3.18.6.	The bidder must indicate any functionality that cannot be provided by the proposed solution.
Section 3.20	All components shall conform to ARTS Unified POS v1.8 Standards Released June 30, 2003 or higher. Exceptions must be explained by the bidder.
Section 3.21.1 (a)	The bidder shall provide venue server specification.
Section 3.21.1 (b)	The bidder shall provide venue till security system specification.
Section 3.21.1 (c)	The bidder shall provide venue currency and coin counting system specification.
Section 3.21.2 (b)	In the bid proposal, the bidder must provide specifications for the proposed device, including manufacturer, make and model.
Section 3.21.2 (c)	Printing ink cartridge duty cycle must be estimated, if proposed. Limitations (if any) must be disclosed explicitly. In the bid proposal, the bidder must provide specifications for the proposed device, including manufacturer, make and model.
Section 3.21.2 (d)	The bidder must provide the specifications for the proposed device, including manufacturer, make and model.
Section 3.21.6.	The bidder must identify the POS COTS application being proposed and all other supporting software components.
Section 3.21.7	The bidder must specify if this is a standard feature of the POS COTS software.
Section 3.21.15	The bidder may recommend backup and recovery devices to be included as optional devices for purchase at the discretion of the MVC.
Section 3.24.1.4	The tool or set of tools recommended by the bidder for the PMO shall be specified in the bidder's response. The repository shall reside

	on the server discussed in Section 3.22.1.3.
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4.4.5 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.

Bidder's responding to this RFP must document their knowledge and experience in projects of similar size and complexity.

The bidder must provide evidence of experience with business processes used in basic cash management including but not limited to:

- Individual till reconciliation at end of shift and end of day,
- Management of two (2) cash drawers on one workstation,
- Consolidated reconciliation of all POS workstations at one location, and
- Reconciliation of a till used by a floating break person.
- Experience integrating the proposed COTS Point-of-Sale software application with legacy applications.
- Experience with credit card processing, debit card processing, and ATM card processing procedures and integration.
- Experience interfacing to credit card processing gateways.
- Experience facilitating JAD (Joint Application Design) sessions for discovery and definition of wants and needs.
- Developing requirements definition documents, design documents and technical specifications,
- Experience in leading clients through the process of converting a long term vision, such as the Phases in this RFP, into a well implemented system installation.
- Project management/change management for business processes including changes in manual, mechanical and electronic equipment and procedures.
- Project management certification is required.
- The bidder must have experience with a POS implementation involving over 25 distributed locations with a central repository.
- The bidder must provide two (2) customer references of implementations with over 350 POS workstations, over \$10 million in receipts per year, and over 3 million transactions per year.
- Experience with government installations and especially

installations of Point-of-Sale solutions in government.

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 most recent calendar year or the bidder's most recent fiscal year. 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.

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 PRICE SCHEDULE

The price schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage at: (<http://www.state.nj.us/treasury/purchase/bid/summary/38216.shtml>).

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

5.0 SPECIAL 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/08x38216.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 **three (3)** years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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 **two (2)** 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 **one hundred and eighty (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 at: <http://www.state.nj.us/treasury/purchase/bib/summary/08x38216.shtml>.

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 of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

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

5.9 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

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.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

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

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

5.15 RETAINAGE

The amount of retainage 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/08x38216.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.

5.16 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.

5.17 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.

5.18 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.

5.19 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.

5.20 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 of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

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

5.21 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 (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

5.22 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/08x38216.shtml>.

5.22.1 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 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 uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey 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 of New Jersey 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.

5.22.2 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 500 % 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 of New Jersey 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. 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.

5.22.3 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 including inconsequential and indirect damages arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of \$1,000,000.00 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

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

6.2 ORAL PRESENTATION 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:

6.3.1 TECHNICAL EVALUATION CRITERIA

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

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage at: (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.shtml>).

6.3.3 BID DISCREPANCIES

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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder and reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, confirming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

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 of New Jersey 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 (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) 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

The contractor shall provide the State 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 (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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 (<http://www.state.nj.us/treasury/purchase/bid/summary/08x38216.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

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

JON S. CORZINE
Governor

BRADLEY I. ABELow
State Treasurer

May 4th, 2007

To: All Interested Bidders

Re: RFP #: 08-X-38216
Point-Of-Sale: MVC Modernization Program

Bid Opening Date: **June 20, 2007** (2:00 p.m.)

ADDENDUM # 1

The following constitutes Addendum # 1 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: N/A.

List of companies attending or represented at the two (2) Mandatory Site Visits and the Mandatory Pre-Bid conference.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Point-Of-Sale: MVC Modernization Program
RFP Number 08-X-38216

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Question	Answer
1.		General Question	Will the Hewlett Packard Point-Of-Sale system and workstations be considered in this bid? CN:4137	The State would prefer to use its existing equipment but would not preclude it from being considered.
2.		General Question	Has budget been allocated to this project and if so is such information available? CN:4144	No. This information will not be made available by the State.
3.		General Question	Will participation in project as a Prime or Sub Contractor preclude bidding on future New Jersey procurements? CN:4157	No.
4.		General Question	Is the bidder's list available for public consumption? CN: 4173	Yes, the list of attendees at the Mandatory Pre-Bid Conference is available as part of this addendum.
5.	Pg. 21	Section 3.1.1	Is the description of the data repository and data dictionary, etc. required in the proposal, or as a deliverable outcome of phase 1? As per clause 1.4.4, information submitted with the bid is considered public information, with some exemptions, If the database description for the COTS POS system is required in the bid, please confirm that such information is not subject to public disclosure. CN:4209	The description of the data repository and data dictionary shall be a deliverable of phase 1. The State can not confirm that the database description will not be subject to public disclosure.
6.	Pg. 22	Section 3.4	For COTS POS software licensing purposes, are there 461 terminals, per the workstation counts in Appendix 10, or 800+ terminals, per	Eventually there will be a total of 800+ terminals. Not all 800 will be implemented the first year.

#	Page(s)	RFP Section Reference	Question	Answer
			section reference 3.4? CN:4209	
7.		Appendix 1 Section 1.2.3	If the customer elects to hand carry the renewal to an MVC venue, the new POS system must be able to provide the functional equivalent of the data and image capture processing done by the Division of Revenue. What is the data and image capture currently done, and is this required in phase 1? CN:4209	Appendix 1 Section 1.2.3 is discussing work that is being considered as a future enhancement to the POS system requested by this RFP. The scope of work in this RFP does not require data and image document capture processing for renewal documents hand carried to a MVC Agency. This type of data and image capture processing is out of scope for this RFP.
8.	Pg. 37	Section 3.20.1	At what point will the gateway interface spec's be available? CN:4209	Upon award of contract.
9.	Pg. 38	Section 3.21 b) and c)	Clarify if the repository design is required as part of the proposal, or whether it is a deliverable for phase 1. CN:4209	The repository design shall be a deliverable of Phase 1.
10.	Pg. 38	Section 3.21.1 c)	Is integration required between the COTS POS system's included cash drawer reconciliation feature with its automated currency denomination and non-currency tender-type count sheets, and the currency and coin counting machine, or does this clause refer only to the recon reporting software supplied with the currency counting machine? CN:4209	MVC does not require integration of the coin counting machine with the POS system. This clause refers only to the recon reporting software supplied with the currency counting machine.
11.	Pg. 39	Section 3.21.2	Clarify whether the TRANID relates to an overall customer transaction session, or the individual line items that may comprise a sale. In other words, is the intent for one tender (a check, in this case) to pay for multiple sale items (e.g. a DL renewal, a registration, and a surcharge would be three sales items processed in the same overall transaction), each with	Yes, each transaction has it's own TRANID.

#	Page(s)	RFP Section Reference	Question	Answer
			their own TRANID? CN:4209	
12.	Pg. 66	Section 4.4.4.6	Detailed technical response table, Section reference 3.18.6. Is the content of this clause aligned with requirement 3.18.6, or should it be aligned with Section 3.19? CN:4209	Yes, it should be aligned with Section 3.19 on pg. 36 of this RFP.
13.	Pg. 38	Section 3.21 a)	If the COTS POS system provides offline transaction processing and offline day's end reconciliation at the cashiering end as a standard feature, so that the customer transactions will continue to proceed business-as-usual in the event of a central server or network outage; is real-time/hot back-up required, or is a warm/overnight central server & redundant server synchronization sufficient? CN:4214	MVC requires a real time/hot failover system so that should there be a server failure, the back-up server will know the primary server is down and the back-up will automatically become the primary server so business can proceed as usual. Therefore the back-up server must receive transaction updates as they occur. There can be no offline transaction processing. It is designated active/passive because one server is always active and one is passive. System back-ups required under Section 3.21.15 shall occur while the system is up and running. The system shall not be taken off-line to complete a back-up.
14.	Pg. 78	Section 5.22.2 (2.2)	<u>Indemnification:</u> Will the State consider reducing the contractor's liability of 500% to 100%?	The State has agreed to a reduction of the Contractor's liability of 500% to 200% for this RFP.

**Mandatory Pre-Bid Conference Attendees
08-X-38216 Point-Of-Sale: MVC Modernization Program**

04-25-07

<u>Company Name</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>E-mail Address</u>
Infocorp Computer Solutions Ltd.	D. Mathers	905-477-6474	dmathers@ Infocorp.com
IBM	Rich Teitelbaum	732-424-7287	richt@us.ibm.com
Bearing Point	Nathan Root	703-350-6176	nathan.root@ Bearingpoint.com
Compulink Tech. Inc.	Toja Cawley	212-695-5465	tcawley@ Compu-link.com
Core Bus. Technologies	J. Saucier	401-431-0700	jsaucier@ Corebt.com
Serebrum Corp.	K. Polineni	732-266-0127	krishna@ Serebrum.com
Netx Information Systems Inc.	K. Saltstein	609-298-9118	ks@netxinc.com
NJ Business Systems	Ray Bolling	609-587-6660	rbolling3rd@ Njbs.com
Pivot Point Security	Bob Nolan	609-581-4600	rnolan@pvtpt.com
Kinley & Manbeck Inc.	Ana Greenspan	908-730-6158	greenspana@ Km-ent.com
Agoila Consulting Services Inc.	Joe Agoila	609-970-6970	joseph.agoila@ agoilaconsulting Services.com
Link2Gov	Paul Hugg	615-297-2770 X227	phugg@ link2gov.com
Saber Corporation	Jim Peyton	866-587-2237	jpeyton@ Sabercorp.com



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

May 23rd, 2007

To: All Interested Bidders

Re: RFP #: 08-X-38216
Point-Of-Sale: MVC Modernization Program

Bid Opening Date: **June 20, 2007** (2:00 p.m.)

ADDENDUM # 2

The following constitutes Addendum # 2 to the above-referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: N/A

Revised list of companies attending or represented at the two (2) Mandatory Site Visits and the Mandatory Pre-Bid conference.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Point-Of-Sale: MVC Modernization Program
RFP Number 08-X-38216

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page(s)	RFP Section Reference	Question	Answer
1.	Pg. 26	Section 3.17	Is the POS systems contractor responsible for deploying non-POS application changes across the enterprise (workstations and servers)? CN:4299	No.
2.	Pg. 26	Section 3.17.2	states “ the MVC level 2 team will be responsible for the workstation software integration, test, and delivery of updates to all workstations”. However, 3.17.12 states “the POS contractor must keep all foundation software at current levels...” implying the contractor shall do this. Can the State please clarify? CN:4299	The contractor is responsible for ensuring that any upgrades as they relate to POS are applied. If it is an upgrade that requires a site visit, the contractor will have to make arrangements to have that done, with approval from the State. The contractor may work with the State in having software upgrades pushed to the workstations but if the State does not have a method in place for pushing software, the contractor is still responsible for having any upgrades installed.
3.	Pg. 30	Section 3.18	Please identify the number of employees required for workstation software integration training? CN:4299	Between 13 and 15.
4.	Pg. 72	Section 4.4.6	Is it the State’s intent that the price schedules will be removed from the bid at the time of the bid opening, or will the price pages be read at the time of the opening? If the prices are to be removed, would the State prefer to have a physically separate cost proposal? CN:4299	Price Schedules will not be read at the Bid-Opening, but shall be included as part of the bid proposal as stated in the RFP.
5.		General Question	How is the keyboard attached to the PC (both IBM & Dell)? Is it a PS/2 or USB connection? CN:4299	USB

#	Page(s)	RFP Section Reference	Question	Answer
6.	Pg. 56	Sections 3.24.5.4 and 3.24.6	<p>we assume that physical and staff resources will be required to execute industry accepted best practices for testing and training activities (i.e., separate environments and processes) from testing and training environments. Is this a correct assumption? CN:4299</p>	Yes.
7.	Pg. 62	Section 4.4.1.3	<p>Over the years many of our public sector customers have asked us to provide a profile of relevant litigation and investigations (here, that would be current matters, as we don't have it as a practice to formally keep track of past matters), and in response to that request we have provided a reference to material litigation and/or investigations as described in our company's annual report, and this has been well received. Will this be acceptable to the State as a complete response to Section 4.4.1.3? CN:4300</p>	If all of the required information listed on the "Disclosure Of Investigations and Actions Involving Bidders Form is included in your firms annual report, then yes , this will be an acceptable response to Section 4.4.1.3 of the RFP.
8.	Pg. 73	Section 5.5,	<p>Will the State agree to modify the 2nd paragraph of this section as follows, to better align it with common business practices? "The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required, in writing, to be provided by contractor under the contract. The contractor shall, without additional compensation, make reasonable diligent efforts to correct or revise errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The State acknowledges that contractor does not warrant</p>	No. The language in the RFP shall remain unchanged.

#	Page(s)	RFP Section Reference	Question	Answer
			<p>uninterrupted or error-free operation of any deliverable or service or that contractor will correct all defects. 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."</p> <p>CN:4301</p>	
9.	Pg. 73	Section 5.6	<p>With the intent to avoid any possible project delay or negative impact, will the State agree to add the following to the end of Section 5.6? "The State contract Manager's written approval of substitute personnel shall be prompt and not unreasonably withheld."</p> <p>CN:4301</p>	No. The language in the RFP shall remain unchanged.
10.	Pg. 73	Section 5.7	<p>With the intent to avoid any possible project delay or negative impact, will the State agree to add the following to the end of Section 5.7? "The Director's written approval of substituted or additional subcontractors shall be prompt and not unreasonably withheld."</p> <p>CN:4301</p>	No. The language in the RFP shall remain unchanged.
11.	Pg. 74	Section 5.8	<p>Will the State agree to: (i) allow contractor to include in its response the additional license terms applicable to contractor's or its subcontractor's pre-existing work?; and (ii) include a statement in Section 5.12 that the rights granted pertain only to copyrights in any new materials delivered by contractor to the State under</p>	<p>Answer to (i) – Yes, but the State will only accept forms that are consistent with the RFP and the State's Standard Terms and conditions. The State will finalize license terms after contract award.</p> <p>Answer to (ii) – No.</p>

#	Page(s)	RFP Section Reference	Question	Answer
			<p>the agreement, that no patents are conveyed thereby, and that in the event the parties need to address patents, the parties will mutually agree upon the necessary additional clauses at such time? CN:4301</p>	
12.	Pg. 74	Section 5.9	<p>Would the State agree to clarify this provision by including a statement that: (a) nothing in the RFP or related documentation will disable contractor's ability to use the ideas, concepts, or know-how learned or developed during the contract term; (b) confidential information will be marked with a restrictive legend of the State prior to being disclosed (or if not marked with such legend or is disclosed orally, will be identified as confidential at the time of disclosure); (c) the obligations with respect to confidential information created by the contract will survive until five years following the initial date of disclosure; and (d) confidential information shall not include information that (i) is or becomes available to the public other than by disclosure by contractor in violation of the Data Confidentiality provision; (ii) was demonstrably known to contractor previously with no obligation to hold it in confidence; (iii) is independently developed by contractor without recourse to the confidential information; or (iv) was rightfully obtained by contractor from a third party without an obligation of confidentiality? CN:4302</p>	<p>The State can accept proposed language in Section (d).</p> <p>Remainder of proposed language under Sections (a) through (c) is not acceptable.</p>
13.	Pg. 75	Section 5.13.2	<p>Will the State agree to add the following to the end of this</p>	<p>No. The language in the RFP shall remain the same.</p>

#	Page(s)	RFP Section Reference	Question	Answer
			<p>section? “For purposes of Section 5.13.2, an Addendum shall be deemed as a writing executed by the Director”. CN:4302</p>	
14.	Pg. 78	Section 5.22.1	<p>Will the State agree to delete and replace with the following substitute language?</p> <p><u>Liability – Copyrights</u></p> <p>(a) The contractor shall fully indemnify, defend and hold harmless the State of New Jersey, its officers, agents, servants and employees, from any and all damages, liability, losses and costs of any nature or kind (including reasonable attorney fees) paid to or for the benefit of any third party asserting a claim in any suit or action pursuant to any judgment a court finally awards or that are included in a settlement approved by contractor, arising from, relating to, or on account of, a third party’s claim that the use of any copyrighted composition, trademark, trade secret, patented invention, article or appliance furnished by the contractor in the performance of the contract infringes that party’s patent or copyright.</p> <p>(b) The State of New Jersey agrees: (1) to promptly notify the contractor in</p>	No. The language in the RFP shall remain the same.

#	Page(s)	RFP Section Reference	Question	Answer
			<p>writing of such claim or suit; (2) that the contractor shall have sole control of the defense or 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.</p> <p>(c) In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey 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) if contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to contractor on its written request. Upon written request, the contractor shall provide the State with the basis of such determination.</p> <p>Contractor will then give the State a credit equal to: (i) for equipment, the State's net book value provided the State has followed generally-accepted accounting principles; (ii) for a program, the amount paid by the State for the affected program; and</p>	

#	Page(s)	RFP Section Reference	Question	Answer
			<p>(iii) for materials, the amount the State paid contractor for the creation of the materials.</p> <p>(d) The above is the contractor's entire obligation to the State regarding any claim of infringement. Contractor shall have no obligation regarding any claim based on any of the following: (i) anything incorporated by the State (and not suggested nor recommended by the contractor) into a product or materials and without the express written consent and acknowledgement of the contractor, which consent if given would expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder, or contractor's compliance with any designs, specifications, or instructions provided by the State or by a third party on the State's behalf; (ii) the State's modification of a product or materials not suggested nor recommended by contractor, and without the express written consent and acknowledgement of the contractor, which consent if given would</p>	

#	Page(s)	RFP Section Reference	Question	Answer
			<p>expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder; (iii) the combination, operation, or use of a product or materials with any product, data, apparatus, or business method that contractor did not provide, suggest, nor recommend, and without the express written consent and acknowledgement of the contractor, which consent if given would expressly state that contractor would continue to provide the intellectual property rights infringement indemnity hereunder, or the distribution, operation or use of a product or materials for the benefit of a third party outside the State; or (iv) any non-contractor program or non-contractor product alone.</p> <p>CN:4303</p>	
15.	Pg. 78	Section 5.22.2	<p><u>Indemnification:</u> In Addendum 1 the State agreed to reduce contractor’s liability to 200%, the State has approved 100% for recent RFP’s, will the State agree to delete and replace with the following substitute language?</p> <p>“The contractor’s liability to the State for actual, direct damages resulting from the contractor’s performance or non-</p>	No. The language in the RFP shall remain the same.

#	Page(s)	RFP Section Reference	Question	Answer
			<p>performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100% of the value of the contract, except that such limitation of liability shall not apply to the following:</p> <ol style="list-style-type: none"> 1. The contractor's obligation to indemnify the State of New Jersey 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. Contractor's liability with respect to copyright indemnification. <p>The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the State of New Jersey Standard</p>	

#	Page(s)	RFP Section Reference	Question	Answer
			<p>Terms and Conditions. The contractor shall not be liable for special, consequential, or incidental damages.</p>	
16.	Pg. 79	Section 5.22.3	<p><u>NJ Standard Ts&Cs:</u></p> <p>As it relates to <u>Section 2.3</u>, contractor respectfully requests the State’s consideration of inclusion of a statement that contractor is not required to name the State as an additional insured with respect to Workers Compensation Insurance.</p> <p>With respect to Section 3.13 of the NJ Standard Terms and Conditions, will the State agree to allow Sections 3.13 of the NJ Standard Terms and Conditions be replaced or supplemented with the contractor’s standard commercial warranties?</p> <p>With respect to Section 3.19 of the NJ Standard Terms and Conditions, would the State agree to include the following clarification in the RFP to enable the successful contractor to protect its confidential and proprietary information?</p> <p>“For purposes of this Section 3.19 of Appendix 1, ‘records’ shall not be defined to include confidential information such as pricing methodology, trade secrets, personnel data, cost or profit data, and research and development data and the like. Contractor shall have no obligation to provide access to contractor or third party confidential or proprietary information.”</p>	<p>No. The language in the RFP shall remain unchanged.</p>

PART 2 – N/A

**Point-of-Sale: MVC Modernization Program
Solicitation Number 08-X-38216**

**Revised Mandatory Pre-Bid Conference Attendees
08-X-38216 Point-Of-Sale: MVC Modernization Program
04-25-07**

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