

**STATE OF NEW JERSEY  
MOTOR VEHICLE COMMISSION**

**ADVERTISEMENT FOR BUSINESS OPPORTUNITY**

**REQUEST FOR APPLICATIONS**

**DEALER SERVICES PROGRAM AND DEALER ONLINE SERVICE  
PROGRAM**



## I. PURPOSE

The New Jersey Motor Vehicle Commission (“MVC”) has instituted a Dealer Services Program (“DSP”) and a Dealer Online Service Program (“DOSP”) to improve operational efficiency and customer service by granting authorized providers limited nonexclusive online access to the MVC’s comprehensive system to process motor vehicle lease and sale transactions at certain licensed car, truck and motorcycle dealership locations, and to process title and registration transactions for licensed and approved motor vehicle dealers.

The New Jersey Motor Vehicle Commission (“MVC”) seeks to solicit proposals from qualified participants to provide DSP and/or DOSP services as outlined in the Scope of Work Section in this Request for Applications (“RFA”). The objective of this RFA is to identify qualified applicants who meet the requirements for providing services under the DSP and/or DOSP, and to award a five (5) year agreement (the “Agreement”) to successful applicants, the terms of which are incorporated herein by reference. The Agreement is not valid or enforceable until signed by both parties. Successful applicants with whom the MVC enters into Agreements are referred to herein as “Program Providers.”

This RFA constitutes a non-exclusive business opportunity for qualified and approved Program Providers throughout the State. Program Provider shall receive no compensation from the MVC for processing transactions authorized by the MVC and described herein. Program Provider shall be entitled to charge program participants reasonable fees for DSP and DOSP services.

If the MVC determines that an applicant has met all the requirements to be a Program Provider and both parties have signed the Agreement, Program Provider will be granted limited, nonexclusive access to the MVC’s comprehensive system for the purpose of processing motor vehicle transactions described in this RFA.

This is an open enrollment RFA. Applications will be accepted under this RFA until the MVC, in its sole discretion, decides to cancel this RFA. The MVC may or may not decide to reissue another RFA. Program Provider agrees that the services shall be performed during the Agreement period of five (5) years following the effective date of the Agreement.

The MVC is not responsible for any costs incurred by applicants, either prior to or after issuance and execution of an Agreement. There shall be no cost to the MVC for the services performed under this RFA or the Agreement.

Applications can be mailed to:

New Jersey Motor Vehicle Commission  
Business & Government Operations  
P.O. Box 122  
Trenton, NJ 08666

Should you have any questions regarding this process, please call the Business & Government Services Unit at (609) 292-8821.

## II. BACKGROUND

Program Providers who respond and are approved for the DSP will serve as “processing centers” for motor vehicle transactions remitted by subscribing and approved program participants (“Participating Dealers”). The DSP addresses the need for timely pickup, tracking, processing and delivery of motor vehicle transactions and documents for licensed and approved dealers and lease/rental companies who subscribe for such dealer services through an approved Program Provider. Entities eligible to apply to become Participating Dealers in the DOSP include: a) Independent (used) motor vehicle dealers who hold a valid dealer license issued by the State of New Jersey. b) Franchised (new) motor vehicle dealers that hold a valid dealer license issued by the State of New Jersey. c) Lease/rental companies with offices located within the State of New Jersey. Program Providers will be responsible for transporting motor vehicle transactions and transaction-related inventory to and from licensed used car and new motor vehicle dealer locations. Program Providers will also be responsible for collecting and remitting title and registration transaction fees to the MVC. Program Providers will not be required to process a minimum number of transactions during the term of the Agreement.

Program Providers who respond and are approved for the DOSP will serve as “software solution providers”, enabling approved Participating Dealers to submit vehicle titling and registration transactions electronically to the MVC. The DOSP will address the need for delivery and tracking of MVC controlled inventory, pickup, tracking, and delivery of paperwork and documents supporting motor vehicle transactions processed by licensed and approved dealers and lease/rental companies who subscribe for such dealer services through an approved Program Provider. Entities eligible to apply to become Participating Dealers in the DOSP include: a) Independent (used) motor vehicle dealers who hold a valid dealer license issued by the State of New Jersey and demonstrate an average of twenty (20) vehicles per month sold and registered in New Jersey over the previous 12 months. b) Franchised (new) motor vehicle dealers that hold a valid dealer license issued by the State of New Jersey. c) Lease/rental companies that maintain a minimum inventory of fifty (50) vehicles with offices located within the State of New Jersey. Program Providers will be responsible for transporting motor vehicle transactions related documents and MVC controlled inventory to and from Participating Dealer locations. Program Providers will also be responsible for collecting and remitting title and registration transaction fees to the MVC. Program Providers will not be required to process a minimum number of transactions during the term of the Agreement; however approved Program Providers shall be required to provide DOSP services to any used or new car dealer who meets the Participating Dealer requirements, including minimum car sales.

## III. DEFINITIONS

The following terms used throughout this RFA shall have the following meaning:

Authorized User - A duly authorized employee of a Participating Dealer who is designated by the Participating Dealer to use the Online Service System to process online motor vehicle transactions.

Controlled Inventory – Specific items created, regulated, verified and supplied by the MVC to allow Program Providers to process transactions. Controlled Inventory includes, but is not limited to, license plates, registration and title document and dealer reassignments.

Dealer – A person engaged in the business of buying, selling or exchanging motor vehicles and licensed as a motor vehicle dealer by the MVC.

Fleet Company – A company engaged maintaining a fleet of motor vehicles, either for its own use or, for the purposes of leasing the vehicles for use by other entities.

Franchised Motor Vehicle Dealer – Motor vehicle dealer that sells new and pre-owned motor vehicles.

Independent Motor Vehicle Dealer – Motor vehicle dealer that sells only pre-owned motor vehicles.

Motor Vehicle Record – Any document or record that pertains to a motor vehicle operator's permit, driver's license, vehicle registration, title, identification card, and customer information maintained in any format by the MVC.

Motor Vehicle Transaction – A procedure by which a motor vehicle is registered or a title issued pursuant to Title 39 and the terms of the Agreement.

MVC Comprehensive System – The computer system used by the New Jersey Motor Vehicle Commission in order to allow inquiries against and updates to motor vehicle records.

Online Service System – The computer system established by a Program Provider as an interface between the Participating Dealer and the MVC's comprehensive computer system in order to allow inquiries against and updates to motor vehicle records.

Participating Dealer – A licensed motor vehicle dealer that is approved by the MVC to be a party to a Participating Dealer Agreement, allowing the dealer's participation in the DSP and/or the DOSP.

Participating Dealer Agreement – The Agreement between the Program Provider and a Participating Dealer establishing the terms and conditions of a Dealer's participation in the DSP and/or the DOSP.

Participating Dealer Acknowledgment Form – A statement executed by the Participating Dealer outlining the Participating Dealer requirements for enrollment and participation in the DSP or the DOSP.

Person – includes natural persons, firms or co-partnerships, corporations, associations, or other artificial bodies, and their members, officers, agents, employees, or other representatives.

Personal Information – In accordance with N.J.S.A. 39:2-3.3, personal information means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address other than the five-digit zip code, telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.

Personally Identifiable Information - Information which can be used to distinguish or trace an individual's identity, such as, but not limited to, their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as, but not limited to, date and place of birth, mother's maiden name, etc.

Program Provider – An approved entity providing services to the MVC under the terms specified in this RFA and resulting Agreement.

Rental Company – A company that provides the use of motor vehicles for a specified period of time for a fee.

Subcontractor – An entity retained by Program Provider, under the terms of a subcontractor agreement, to fulfill any of Program Provider’s obligations under the DSP or the DOSP RFA and Agreement.

#### IV. SCOPE OF WORK

##### A. Scope of Services

1. Program Provider will be granted limited, nonexclusive access to the MVC’s comprehensive system to process the transactions and services listed in Appendix A, attached to this RFA and incorporated herein by reference. Access to and use of information by Program Provider and Participating Dealers shall be limited to that required for participation in the DSP and/or the DOSP transactions described in this RFA.
2. Program Provider shall, at all times, comply with Title 39 of the New Jersey Statutes and any other applicable laws and regulations of the State of New Jersey.

##### B. Program Provider Responsibilities

Facilities - Prior to processing any transactions under the Agreement, Program Provider shall establish and maintain an office within the State of New Jersey (“New Jersey Office”). Once the New Jersey Office is established, Program Provider shall notify the MVC of the location of the office, the address, and all contact numbers, including telephone and facsimile machine.

Program Provider shall maintain any and all motor vehicle inventory and transactional materials in its possession or control in a secure location within the New Jersey Office.

Agent – Program Provider shall designate an agent assigned to Program Provider’s New Jersey Office, who shall be responsible for service of legal process and other legal notices. Program Provider shall immediately (within no more than twenty-four (24) hours) notify the MVC of a change in the agency identified pursuant to this subsection.

Performance Bond - Program Provider shall maintain, at its own expense throughout the term of the Agreement, a bond indemnifying the MVC for any loss it incurs as a result of unfaithful performance by Program Provider, a Participating Dealer, or any agents or employees of either. Such bond shall be in the amount of five hundred thousand dollars (\$500,000) and shall be issued by a company licensed to issue surety bonds in the State of New Jersey. The bond shall be subject to the approval of the MVC and shall provide for thirty (30) days’ written notice to the MVC prior to cancellation. A copy of the bond and each renewal or amendment thereto shall be provided to the MVC’s contact person within

five (5) business days of issuance. Program Provider shall reimburse the MVC for any losses incurred by the MVC in excess of bond coverage within thirty (30) days of issuance of a written demand from the MVC.

Workers' Compensation - Program Provider shall procure and maintain workers' compensation insurance as required by the Workers' Compensation Laws of the State of New Jersey. Endorsements and references thereto on all certificates of insurance and employer's liability shall be in an amount not less than five hundred thousand dollars (\$500,000) or an amount as otherwise required by law.

Subcontracting - Program Provider shall not subcontract without the prior written consent of the MVC. Such consent, if granted, shall not relieve Program Provider of any of its responsibilities under the Agreement, nor shall it create a contractual relationship between the MVC and any subcontractor. If Program Provider uses a subcontractor to fulfill any of its obligations under the Agreement, Program Provider shall be responsible for the subcontractor's performance, compliance with all terms and conditions of the Agreement, and compliance with all applicable laws.

Commercial General Liability Insurance - Program Provider shall procure and maintain commercial general liability insurance in a per occurrence amount of not less than one million dollars (\$1,000,000) for bodily and personal injury and for property damage, also naming the State of New Jersey and its officers and employees as an "additional named insured." The policy shall have a "contractual liability endorsement" specifically referencing this Section 10. Such insurance shall provide for a thirty (30) days' written notice to the Chief Administrator and the MVC's Program Manager prior to cancellation. Proof of such insurance shall be provided to the MVC's Program Manager upon execution of the Agreement.

Criminal History Record Background Check – Prior to being granted access to MVC records or documents, access to the MVC's systems, or access to Program Provider's Online Service System, and prior to undertaking any duties directly or indirectly involved in the issuance or processing of transactions within the scope of the Agreement, all prospective employees and current employees of Program Provider, all subcontractors and their employees, and all Participating Dealers' Authorized Users with access to motor vehicle records or documents shall be fingerprinted and agree to a criminal history background check pursuant to N.J.S.A. 39:2A-32.

If the information from the criminal history record background check discloses that a prospective or current employee of Program Provider, a subcontractor, or Participating Dealer Authorized User has a disqualifying criminal history, the MVC shall review the information with respect to the type and date of the criminal offense to determine, in its sole discretion, if the individual is qualified to have access to MVC records or documents and to engage in duties within the scope of this RFA. Criminal offenses that shall immediately disqualify an individual from access or responsibilities under this RFA include, but are not limited to, any crime or offense, whether committed in New Jersey or in another jurisdiction, which in New Jersey would constitute murder, assault with intent to murder, espionage, treason, rape, kidnapping, unlawful possession of an explosive or

weapon, extortion, armed robbery, distribution of or intent to distribute a controlled substance, possession of a controlled substance, willful destruction of property, burglary, theft, fraud, forgery, terrorism, solicitation of money or resources for a terrorist organization and aggravated assault.

An individual shall not be disqualified from having access or responsibilities under this RFA on the basis of any criminal record background check without an opportunity to challenge the accuracy of the disqualifying criminal history record. An individual who has been disqualified under the provisions of this RFA shall be entitled to reapply for the position if the disqualifying conviction is reversed or expunged. An individual shall not be disqualified from having access or responsibilities under this RFA on the basis of any conviction disclosed by a criminal record background check performed pursuant to N.J.S.A. 39:2A-32 if the individual has affirmatively demonstrated to the chief administrator of the MVC, by clear and convincing evidence, the individual's rehabilitation.

1. Additional DSP Requirements

DSP Administrative Fee - In addition to the general requirements above, DSP providers must meet the operational requirements set forth in this subsection.

If providing services under the DSP, Program Provider shall pay the MVC an administrative fee of three thousand fifty dollars (\$3,050) per month for the maintenance, support and connectivity deemed necessary by the MVC for services performed under this RFA. The first payment of three thousand fifty dollars (\$3,050) shall be due by no later than the thirtieth (30th) day after the effective date of the Agreement and shall be paid thereafter by the twentieth (20<sup>th</sup>) calendar day of each month. Payment shall be made by check payable to the MVC and remitted to the Program Manager identified in the Agreement.

Operational Requirements - DSP Program Providers shall also meet the following operational requirements:

- a. Program Provider shall be open for business a minimum of forty (40) hours per week. Program Provider's hours of operation shall not inhibit any system access restrictions for the MVC's opening and end-of-day processes and reconciliation.
- b. Program Provider shall ensure the efficient, secure and accurate pick-up and delivery of motor vehicle transaction documents at a minimum of twice a week from Participating Dealers. If Program Provider retains a subcontractor for this purpose, the subcontractor must electronically track the transfer of documents to determine the status of the deliveries at any point in time.
- c. Program Provider shall be responsible for the professional quality, accuracy, security and timely completion of all services performed under the DSP. Program Provider must achieve a three (3) business day turnaround time for

processing transactions submitted by Participating Dealers. Program Provider shall not utilize any of the MVC agency locations to process dealer transactions.

Program Provider shall pay to the MVC a correction fee if the MVC determines that any transaction(s) processed by a Program Provider under this RFA are unacceptable due to errors, omissions, or failures to comply with the policies and procedures established in accordance with or by the applicable provisions of Title 39 of the New Jersey Statutes, or any other related rule, regulation or procedure. A correction fee charged will be determined, to the extent practicable, based upon the actual cost incurred by the MVC to review and correct a transaction.

- d. All monies collected by Program Provider for motor vehicle transactions pursuant to this RFA must be electronically transferred to the MVC's designated bank account within forty-eight (48) hours of the end of the business day via an Automated Clearing House ("ACH") debit.
- e. Program Provider shall be responsible for payment of salaries and benefits for its employees, in addition to workers' compensation, liability insurance, bonding, necessary office supplies and equipment, and other expenses connected with providing services under this RFA.
- f. Program Provider shall respond to transaction-related inquiries received from Participating Dealers within one (1) business day of receipt of inquiry.

2. Additional DOSP Operational Requirements

In addition to the general requirements set forth above, DOSP providers must meet the requirements set forth in this subsection.

DOSP Administrative Fee - If Program Provider is providing DOSP services only, and not DSP services, Program Provider shall pay the MVC an administrative fee of two thousand five hundred dollars (\$2,500) per month for the maintenance, support and connectivity deemed necessary by the MVC for services performed under the terms of the Agreement. The first payment of two thousand five hundred dollars (\$2,500) is due by no later than the thirtieth (30th) day after the effective date of the Agreement and shall be paid thereafter by the twentieth (20<sup>th</sup>) calendar day of each month. Payment shall be made by check payable to the NJMVC and remitted to the Program Manager identified in Section 17 of the Agreement.

If Program Provider is providing DSP and DOSP services, the administrative fee shall be the same as that set forth in section IV(B)1, "DSP Administrative Fee," of this RFA.

Operational Requirements - DOSP providers shall also meet the following requirements:



- a. Program Provider shall be open for business a minimum of forty (40) hours per week.
- b. Program Provider shall ensure the efficient, secure and accurate pick-up and delivery of motor vehicle transaction documents at a minimum of twice a week from Participating Dealers. If Program Provider retains a subcontractor for this purpose, the subcontractor must electronically track the transfer of documents to determine the status of the deliveries at any point in time.
- c. Program Provider shall be responsible for the professional quality, accuracy, security and timely completion of all services performed under the DOSP and the Agreement. Program Provider shall not utilize any of the MVC agency locations to process dealer transactions.
- d. All monies collected by Program Provider for motor vehicle transactions pursuant to the DOSP must be electronically transferred to the MVC's designated bank account within forty-eight (48) hours of the end of the business day via an Automated Clearing House ("ACH") debit.
- e. Program Provider shall be responsible for payment of salaries and benefits for its employees, in addition to workers' compensation, liability insurance, bonding, necessary office supplies and equipment, and other expenses connected with providing services under the Agreement.
- f. Program Provider shall respond to transaction-related inquiries received from Participating Dealers within one (1) business day of receipt of inquiry.

3. Participating Dealer Agreement

Program Provider shall enter into a Participating Dealer Agreement with each Dealer who desires to participate in the DSP or the DOSP. The Participating Dealer Agreement shall include the terms, conditions, requirements and limitations required by this RFA and the Agreement and shall be in a format to be agreed upon by the MVC and Program Provider.

Program Provider shall maintain a file for each Participating Dealer and include in each, as applicable, a copy of each Participating Dealer's New Jersey motor vehicle dealer license, leasing company Power of Attorney ("POA") form, Participating Dealer Acknowledgement Form and courier authorization letters.

Program Provider, through its Participating Dealer Agreement, shall require each Participating Dealer to:

- a. Provide the MVC, and/or its agents, with access to motor vehicle records for unannounced audits and security checks; and
- b. Provide the MVC the name and telephone number of a contact person at each Participating Dealer location.

Program Provider shall provide to the MVC, on a monthly basis, a list of all authorized Participating Dealers. The list shall be electronic, in either Excel or Word, and must be in Portable Document Format (“PDF”). The list shall be provided to the MVC’s Program Manager identified in the Agreement between the MVC and Program Provider.

4. Participating Dealer Acknowledge Form

Program Provider shall require every Participating Dealer to sign an MVC Participating Dealer Acknowledgment Form agreeing to comply with the MVC’s requirements relating to participation in the DSP and/or the DOSP.

5. Training

Program Provider shall provide a copy of its current Participating dealer training program to the MVC, including any written materials, guides and manuals. The MVC reserves the right to, without notice, observe any or all training sessions conducted. Program Provider shall inform all Participating Dealers of any changes in MVC policies and procedures affecting the DSP and/or the DOSP.

a. Program Provider shall provide initial training to all Participating Dealers and their employees. The training shall include the following:

1. Document review for conformance to standards;
2. Problem identification and resolution; and
3. Correct use of codes and proper format.

b. Additionally, for Participating Dealers subscribing to the DOSP, Program Provider shall provide training to include:

1. Equipment use and care;
2. Overview of computer system and data storage;
3. Information and system security;
4. Keying procedures necessary to perform authorized transactions;
5. Acceptable inventory issuance and control procedures; and
6. Procedures manual along with updates, copies of which shall be provided to the MVC’s Program manager and the Office of Internal Audit.

c. Program Provider shall arrange for additional training due to audit exceptions, program procedures, or other circumstances.

- d. All Program Provider employees and subcontractors and their employees auditing documents related to motor vehicle transactions must attend Document Fraud training conducted by the MVC Bureau of Security & Investigations, within two months of the effective date of the Agreement.

6. Title Verification

Program Provider shall establish and utilize a title verification process consistent with the requirements of the MVC. Program Provider shall be responsible for delivering and mailing the titles to the appropriate Participating Dealer.

7. Reporting Requirements

Pursuant to a schedule to be provided by the MVC, Program Provider shall, on a quarterly basis, provide an operational report listing the items in Appendix B to the MVC Program Manager. The operational reports shall be provided at no cost to the MVC.

8. Inventory Control

- a. Program Provider shall provide an Inventory Security Plan to the MVC's Office of Internal Audit prior to providing any services under the DSP or DOSP programs. The Inventory Security Plan shall include, at a minimum:

1. The contact information of the employees authorized to request, accept and be responsible to account for controlled inventory items. The number of employees authorized to request, accept and who are responsible for controlled inventory shall be kept to the absolute minimum required to perform the obligations of this RFA and shall be limited to those in a managerial or supervisory capacity.

2. Procedures for ordering, accepting, acknowledging and safekeeping controllable inventory. Prior to acknowledgement, Program Provider must be able to account for and ensure that the items listed on the shipping receipts are received during the shipment.

3. On the 15<sup>th</sup> of each month (the next business day if the 15<sup>th</sup> is not a business day), all controlled inventory must be physically counted and reported to the MVC.

4. Program Provider must maintain adequate internal controls over controlled inventory throughout the lifecycle of the inventory so that if any item(s) becomes missing, it promptly comes to the inventory manager's attention. In the event controlled inventory becomes missing, Program Provider must, without delay, take immediate corrective action, making every effort to locate the item(s). If the missing inventory is not located by the end of the business day, MVC Security and Investigations, MVC Internal Audit and the MVC Program Manager must be immediately

notified via phone call, email, with a full report describing the incident and the measures taken in response to the incident.

5. Procedures for full reconciliation, accounting and return of unused inventory back to the MVC at the expiration or termination of the Agreement.

b. In addition, Program Provider shall include the following in the Inventory Security Plan if providing DSP services:

1. Procedures for the orderly distribution of inventory for daily use by employees, and the recapturing of unused inventory at the end of each business day. Program Provider must use the “First In First Out” (“FIFO”) method of using inventory to ensure that older inventory is exhausted prior to using newer inventory. Program Provider must also ensure that the inventory is used in strict numerical order, to maintain continuity and contiguity and to avoid unnecessary breaks in sequence of control numbers.

2. Daily reporting by entering the beginning and ending control numbers of inventory used for each category of items as required on End of Day business report screens.

3. A procedure for the daily reconciling of the number of titles physically used through the DSP with the computer generated title count as shown on the day’s end-of-day business summary. Program Provider shall document this reconciliation and list an explanation, using the function provided by the MVC Comprehensive System, of any discrepancies between the two counts and the steps taken to resolve them.

4. Program Provider shall maintain a daily manual log of the inventory items used. Program Provider must also keep complete records of inventory received and issued daily. A spreadsheet or simple database is highly recommended for use in connection with maintaining the required perpetual inventory, but this format is not required.

5. Procedures to ensure that, as each bundle of plates or sealed box of controlled inventory is opened, the entire series is checked to determine whether any items are missing. Before putting any inventory to use for the day, the inventory shall be checked to ensure that nothing is missing.

c. In addition, Program Provider shall include the following in the Inventory Security Plan if providing DOSP services:

1. Maintenance of a dealer inventory historical profile listing all control-numbered inventory assigned, from the date the Participating Dealer first entered the system to the date the Participating Dealer exited the DOSP. No later than five (5) business days after written request by the MVC,

Program Provider shall supply the MVC with a Dealer inventory historical profile. Program Provider shall supply the MVC with a Dealer inventory historical profile by no later than fifteen (15) days after written request by the MVC if the requested data is archived.

- d. Upon the MVC's approval of the Inventory Security Plan, Program Provider shall monitor and secure all assigned inventory under its control in accordance with the Inventory Security Plan and:

1. Program Provider shall maintain a perpetual inventory of all control-numbered items. Each inventory item must be traceable by a control number, or a series of control numbers, from acceptance through issuance or assignment to the Participating Dealer.

2. All inventory must be accepted and made available for distribution by Program Provider within two (2) business days of receipt; no controlled inventory can be utilized or assigned until accepted by Program Provider. Program Provider shall perform, at no cost to the MVC, a monthly physical count of the controlled inventory items, and a reconciliation of such counts, as required by the MVC. The results of the physical counts shall be reported to the MVC within seven (7) days after completion of each physical count.

3. Program Provider shall notify the MVC when inventory is missing or unaccounted for within three (3) business days of the discovery of the missing or unaccounted for inventory. Program Provider shall conduct an investigation and submit a report on the investigation to the NJMVC by no later than five (5) business days after discovery of the missing or unaccounted for inventory and shall provide updates every week until the inventory is found or there has been a final resolution of the matter.

9. Scanning and Submission of Supporting Documents under the DSP

Program Provider shall, pursuant to a schedule to be provided to Program Provider by the MVC, electronically scan and return (or, when requested by the MVC, prepare for pick-up) the supporting documents for transactions processed through the DSP for each business day's transactions. The MVC shall provide, to Program Provider, the schedule and procedure for scanning no later than ninety (90) days prior to MVC's implementation of the scanning procedure. At no time shall Program Provider conduct any title transfers without first obtaining all required source documents.

10. Participating Dealer Approval

Program Provider shall review and, where appropriate, may pre-approve applications submitted by franchise and independent dealers to participate in the DSP. Program Provider shall review and, where appropriate, may pre-approve applications submitted by franchise dealers to participate in the DOSP. Program

Provider shall note each acceptable application as “Pre-Approved,” affix the signature of the individual responsible for the granting of such approval, and forward the application to the MVC’s Program Manager identified in the Agreement.

11. Submission of Supporting Documents

In accordance with N.J.S.A. 39:10-1 et seq., Program Provider shall require Participating Dealers to return the supporting documents for each business day’s transactions to the MVC. Participating Dealers will be permitted a grace period of twenty (20) calendar days from the transaction date to process and return the complete set of supporting documents for each transaction. Title transfers cannot take place without first obtaining all required source documents.

12. Retrieving Inventory - DOSP

Upon discontinuation of a Participating Dealer’s access to the Online Service System, Program Provider shall, by no later than three (3) business days after discontinuation of access, remove and collect all control-numbered inventory from the Participating Dealer.

C. MVC’S Responsibilities

1. The MVC will provide initial training for each new Program Provider employee on the use of the MVC system supporting the DSP. Training shall be conducted at Program Provider’s facilities.
2. The MVC may, in its discretion audit the registration and title transactions processed by Program Provider and Participating Dealers through the DSP or the DOSP.
3. The MVC shall deliver all necessary MVC required forms, applications and controlled-numbered inventory to the location of the Program Provider.
4. The MVC shall supply support to Program Provider via the MVC Agency Helpline, Database Corrections, Agency Operations and the Bureau of Business & Government Services.
5. The MVC shall designate a Program Manager who will be responsible for the oversight of the DSP and the DOSP.
6. The MVC shall assist with supporting and integrating the Online Service System with the MVC’s comprehensive system.
7. The MVC shall make title and registration information available through Program Provider’s Online Service System for use by Program Provider and its Participating Dealers.

D. System and Equipment Requirements

1. DSP System Requirements

Prior to commencing services under the Agreement, Program Provider shall reimburse the MVC for the cost of the hardware to be supplied to Program Provider, pursuant to Appendix C, attached hereto and incorporated herein by reference. Payment shall be by check payable to the MVC. Required steps including, but not limited to, connectivity testing, hardware, software and network connection installation and training, may take six months or more from approval of the Program Provider application and receipt of all required upfront payments to start.

- a. Program Provider shall reimburse the MVC for the cost of any hardware upgrades or additions required after the effective date of the Agreement. Reimbursement shall be made no later than thirty (30) days from the date of written notice by the MVC to Program Provider. Annual support costs may change with the implementation of any upgrade.
- b. Program Provider shall refresh the hardware in approximately five (5) years, or as determined by the refresh cycle of any specific equipment/hardware or software.
- c. The MVC shall provide the equipment, devices, and data lines, and the associated communications facilities, wiring and other components necessary to provide a communications interface between Program Provider and the MVC's data processing resources, as well as the associated security devices and measures required by the Agreement. These costs will include a dedicated circuit between the New Jersey Office of Information Technology ("OIT") and the location of Program Provider's server. Ownership of such equipment shall remain with the MVC. The MVC shall have the right to secure and remove any such equipment physically located at the Program Provider processing facility upon termination of the Agreement.
- d. The MVC shall maintain any equipment, device, or data line, wiring or other components of the communication interface between Program Provider and the MVC as part of the Agreement. The MVC shall repair or replace in a timely manner any equipment or other component of the interface that is defective or deficient. Reasonable access to Program Provider's premises and facilities shall be made available to the MVC, upon written notice to Program Provider, for installation, maintenance, testing and repair of any such equipment and other components of the communication interface between Program Provider and the MVC.

2. DOSP System Requirements

Program provider shall:

- a. Prior to commencing services under the Agreement, reimburse the MVC for the cost of any interface development and any other programming required to enable the Program Provider's Online Service System to exchange information with the MVC's motor vehicles comprehensive system. Payment shall be by check payable to the MVC. Required steps including, but not limited to, connectivity testing, interface development/testing and training, may take six months or more from approval of the Program Provider application and receipt of all upfront payments to start.
- b. Reimburse the MVC for the cost(s) of any programming required to enable the Program Provider's Online Service System to continue to exchange information with the MVC's motor vehicle system. Reimbursement shall be made no later than thirty (30) days from the date of written notice by the MVC to Program Provider.
- c. Maintain at its own expense, an Online Service System that provides Participating Dealers with the capability to electronically connect with the MVC's comprehensive system to process title and/or registration transactions and issue license plates to their customers at the point of motor vehicle sale, rental or lease. Program Provider shall use reasonable efforts to make the Online Service System available during normal business hours.
- d. Be responsible for real time online updates of all required MVC information relating to authorized transactions and revenue reporting stored in the MVC's comprehensive system. Program Provider shall not install any wireless systems at Participating Dealer locations and shall assist the MVC in enforcing this requirement with Participating Dealers.
- e. Assign to each Participating Dealer a unique office identification number required for log-on access to the MVC's system. Each Authorized User at the Participating Dealer shall personally select a unique, manually entered password. The passwords shall be held in confidence, and the Online Service System shall systematically prompt each Authorized User to change their password every ninety (90) days. Video terminals and printers shall not display passwords, and no written record containing passwords may be maintained. Program Provider shall provide all



Participating Dealers with equal availability of service to the Online Service System.

- f. Develop and integrate a software program that is compatible in all respects with the MVC's operational requirements so that all transactions listed in Appendix A may be properly completed. Program Provider shall be solely responsible for the performance of its software and hardware system. Program Provider's software shall be located on its server (and on personal computers used by Participating Dealers to connect to such server), and only Program Provider's server will be connected to the MVC's comprehensive system.

3. Terminals, Peripheral Devices and Transaction Documents

- a. If acting as a provider of DSP services, Program Provider shall implement procedures to ensure that terminals are not left unattended while the user is logged on.
- b. If acting as a provider of DOSP services, Program Provider shall, as part of each Participating Dealer Agreement:
  - 1. Require that each Participating Dealer implement procedures to ensure that terminals shall not be left unattended while logged on to the Online Service System. Program Provider shall configure the Online Service System so as to require re-authentication of any terminal from which no response or command is generated within a fifteen-minute time period; and
  - 2. Require Participating Dealers to implement procedures to ensure that any terminal, including a monitor, printer, or other form of display or duplication of motor vehicle records, and any printed copy of a motor vehicle record, be placed in a secure location so as to prevent the information from being viewed by persons who are not authorized users.
- c. Printers used to produce documents must meet the MVC's standards, conform to all criteria and be approved by the MVC.

4. Motor Vehicle Transaction Documents

Transaction document samples must conform to established MVC criteria for fonts, print placement and quality of printing, and must be approved by the MVC prior to use.

Program Provider shall implement procedures to ensure that every copy of a motor vehicle record, and any copy of any document submitted or generated as part of a motor vehicle transaction, if not returned to the owner, is prepared for pickup, or delivered to, the MVC in accordance with the MVC procedures regarding motor vehicle transactions (to be supplied to Program Provider).

Program Provider shall require employees and, as part of each Participating Dealer Agreement, require Participating Dealers, to implement procedures to ensure that each printed copy of a motor vehicle record shall be destroyed when its legitimate use has ended.

5. DOSP System Maintenance and Equipment

Program Provider shall maintain any equipment, device, telephone or data line, wiring or other components of the communication interface between Program Provider and the MVC. Program Provider shall take steps to repair or replace in a timely manner any equipment or other component that is defective or deficient. Reasonable access to the MVC's premises and facilities shall be made available to Program Provider upon reasonable notice to the MVC, to the extent necessary for the testing of hardware, software and other components of the communication interface between Program Provider and the MVC. Program Provider's response time in responding to a service call may not exceed four (4) business hours.

Program Provider, if acting as a provider of DOSP services, shall provide, at its own cost, the equipment, devices, telephone and data lines, and the associated communications facilities, wiring and other components necessary to provide a communications interface between the Online Service System and the MVC's data processing resources, as well as the associated security devices and measures required by the Agreement. These costs will include a private American Association of Motor Vehicle Administrators ("AAMVA") net circuit or a dedicated circuit between OIT and the location of Program Provider's server. Ownership of such equipment shall remain with Program Provider, and Program Provider shall have the right, upon termination of the Agreement and upon reasonable notice, to secure and remove any such equipment physically located in an area within the control of the MVC or the State of New Jersey.

Program Provider shall provide the MVC with current, reasonably detailed information, exclusive of any proprietary items, regarding the Online Service System and the Participating Dealer network including:

1. Hardware configuration diagrams containing functional system descriptions;
2. Reasonably detailed descriptions of security functions (including password usage); and
3. A network configuration diagram.

Documentation shall be supplied with respect to each type of system or subsystem in use by Program Provider. The documentation must be updated when any material change is made that may affect Program Provider, Participating Dealers or access to the MVC's data pursuant to the Agreement.

It is understood and agreed by the parties that the foregoing information is to be provided to the MVC solely for the purpose of enabling the MVC to conduct internal audits, security audits, and technical testing with respect to the Online Service System and that such information is proprietary to Program Provider and at all times remains the property of Program Provider. The MVC shall keep such information in the strictest confidence and shall not disclose such information to any party except its employees with a need to know such information and who have been informed of its confidential nature, and except to the extent that disclosure may be required by law.

6. DOSP System Security

If acting as a provider of DOSP services, Program Provider shall incorporate into the Online Service System the security measures set forth below:

- a. The Online Service System shall control the communications data between the MVC and the Participating Dealers with security protocols that will protect the system from unauthorized access, tampering or hacking.
- b. Each Participating Dealer's terminal shall be a termination point on the Online Service System's communication network.
- c. Program Provider shall notify each Participating Dealer that the terminal shall not serve as an intermediate communications mode to transmit personal information to other remote systems.
- d. Program Provider shall not store data obtained from the MVC unless for the sole purpose of meeting its obligations under the Agreement and its own internal audit requirements. Except as required by this Agreement, Program Provider shall not provide any data obtained from the MVC to Participating Dealers.
- e. Program Provider shall develop procedures for controlling access to the Online Service System by Participating Dealers; these procedures must ensure the MVC that access is available only to Participating Dealers and Authorized Users who have been accurately identified, and that access is monitored by the Participating Dealer and traceable by the MVC.

Program Provider shall ensure that all Participating Dealers agree not to use or keep motor vehicle records or data except for the sole purposes of meeting their obligations under the Dealer Online Service Program.

The MVC may order Program Provider to suspend or terminate the access privileges of any Participating Dealer, without notice, immediately upon discovering a violation of any of the terms set forth in the Agreement, upon discovery of a violation of the laws or regulations of the State of New Jersey, or any other state, or any other federal law or regulation.

The MVC and/or Program Provider may suspend or terminate the access privileges of any Authorized User of the system, without notice, immediately upon the discovery of a violation of the laws or regulations of the State of New Jersey, or any other state, or any other federal law or regulation.

#### E. Electronic Transfer of Payments

Program Provider shall collect from Participating Dealers all fees, payments, surcharges and other sums in connection with transactions processed. Fees collected for transactions processed must be credited to the State's designated bank account by the close of the second banking business day following the date on which the transaction is processed. The funds must be available by the second banking business day for withdrawal by the MVC. Nothing in the Agreement shall be construed to make the MVC a guarantor of payments made by Participating Dealers and transferred by Program Provider.

All monies collected by Program Provider for transactions processed shall be electronically transferred to a final depository bank that is a member of the Federal Wire Network and designated by the New Jersey Department of Treasury or such other depository as is acceptable to the MVC and the Department of Treasury.

Program Provider or a Program Provider with a subcontractor that has entered into a contract with the MVC, and each of their affiliates\*, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

*\*"Affiliate" means any entity as defined in N.J.S.A. 52:32-44 (g) 3.*

#### F. Advertising

1. News Releases and Advertising - Program Provider may engage in promotional activities with respect to the program it is providing, including the solicitation of potential Participating Dealers, in person, by mail, telephone, internet or other media.

Program Provider shall not issue any news releases or promotional activities pertaining to any aspect of the services provided under the Agreement without the prior written consent of the Program Manager. Program Provider is prohibited from soliciting participation in the DSP and/or the DOSP at Motor Vehicle Agencies or other MVC locations.

2. Use of the MVC Name - Program Provider may use the MVC's name as necessary in connection with its provision of services to the Participating Dealers, with the prior written approval of the MVC. Program Provider shall not state or imply that:
  - a. The MVC requires the use of the DSP and/or the DOSP by Dealers or members of the public;

- b. The MVC recommends the use of the DSP and/or the DOSP to the exclusion of other similarly available services; or
- c. Program Provider is the exclusive provider of such services.

V. PROPOSAL PREPARATION AND SUBMISSION

- A. General - Applicants are advised to thoroughly read and follow all instructions contained in this RFA. Applicants assume sole responsibility for the complete effort required by this RFA. The MVC assumes no responsibility and bears no liability for costs incurred by applicants in the preparation and submittal of proposals in response to this RFA. Applicants represent that they can meet the general requirements of the DSP and/or DOSP as set forth in this RFA. Applicants further agree to accept all duties in accordance with applicable provisions of Title 39 of the New Jersey Statutes, and all other applicable rules, regulations, instructions and performance standards. If any submitting applicant constitutes a joint venture, the Agreement between the responding joint parties must be submitted. Submitting applicants are advised and acknowledge that all proposals are public record and are available for public inspection, excluding any details which may be exempt from disclosure under the New Jersey Open Public Records Act.
- B. Proposal Content and Submission - Interested parties must submit an original and five (5) copies of their proposal to the MVC at the above address. Certain required information and/or materials identified in this RFA have been determined to be essential in the selection and approval process. Insufficient detail may result in a determination that the proposal is materially non-responsive. Any requirements which the applicant cannot satisfy must be identified in the applicant's proposal. All proposals must include the following:
  - 1. Cover Letter - A cover letter that must be signed by a duly authorized officer or executive of the applicant and which must contain the following information:
    - a. Identification of the applicant;
    - b. Confirmation that the proposal is submitted in response to this RFA;
    - c. Identification of the various parts of the proposal;
    - d. The name, mailing address, fax number, and telephone number of a representative who is authorized to accept notices and other communications and respond to inquiries from the MVC and its representatives concerning the proposal; and
    - e. Such other introductory information as the applicant wishes to provide, with the provision that such information must be brief and will not be subject to evaluation except for a review of its responsiveness to the requirements of the RFA.

2. Forms, Registrations and Certifications Required - Each applicant must complete the below listed forms, registrations and certifications prior to the approval of an application to become a Program Provider. These forms can be found on the Department of Treasury, Division of Purchase and Property website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

- a. Completed and signed Source Disclosure
- b. Completed and signed Ownership Disclosure Form
- c. Completed and signed Disclosure of Investigations and Other Actions Involving Bidder Form
- f. Completed and signed Disclosure of Investment Activities in Iran;
- e. Completed Certification of MacBride Principles and Northern Ireland Act of 1989
- f. Completed and signed Ch. 51/EO 117 Vendor Certification & Disclosure of Political Contributions
- g. Completed and signed Ch. 271 Vendor Certification & Contribution Disclosure Form
- h. Affirmative Action Employee Information Report/New Jersey Affirmative Action Certificate/other AA/EEO evidence

Applicants must complete the required forms listed above and may refer to instructions included within the forms and within this section.

Applicants are under a continuing obligation to report updates to the information contained in the required forms whether submitting electronically or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature.

Failure to submit any of the required forms in this section may result in your firm's application being deemed non-responsive.

All of the above forms must be signed by a duly authorized officer or executive of the applicant and copies submitted to the MVC prior to engaging in any services authorized by this RFA and the Agreement.

#### SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to approval of the application, the applicant is required to submit a completed Source Disclosure Form. The applicant's inclusion of the completed Source Disclosure Form with the application is requested.

#### OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the applicant is a corporation, partnership or sole proprietorship, the applicant must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must accompany the submitted application. An applicant's failure to submit the completed and signed form with its application will result in the rejection of the application.

#### DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The applicant should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its application, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) 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 the inception, current status, and if applicable, disposition.

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the applicant must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Applicant, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the applicant, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the applicant is unable to certify, the applicant shall provide a detailed and precise description of such activities as directed on the form. A

#### MACBRIDE PRINCIPLES CERIFICATION

The applicant must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

#### PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44a-20.13 et seq. (P.L. 2005, c.51), and specifically, N.J.S.A. 19:44a-20.21, it shall be a breach of the terms of the Agreement for the business entity to:

- a. Make or solicit a contribution in violation of the statute;
- b. Knowingly conceal or misrepresent a contribution given or received;
- c. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

- d. Make or solicit any contribution on the condition or with the Agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
- e. 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;
- f. Fund contributions made by third parties, including consultants, attorneys, family members, an employees;
- g. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. 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.

#### POLITICAL CONTRIBUTION DISCLOSURE

The applicant 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 N.J.S.A. 19:44a-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the applicant receives one or more contracts valued at \$50,000.00 or more. It is the applicant's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

3. Statements – Each applicant must provide statements to the MVC to the effect that:

- a) It does not now and will not during the term of the Agreement, in accordance with N.J.S.A. 52:32-55, do business in or operate in Iran.
- b) It will, in accordance with N.J.S.A. 52:32-1, use only products manufactured in the United States, whenever available.
- c) It will not discriminate against any employee or applicant for employment and will adhere to all aspects of N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.1 et. seq.
- d) It will adhere to all requirements of the Prevailing Wage Act pursuant to N.J.S.A. 34:11-56.25 et. seq.
- e) It will adhere to all requirements of the Conflict of Interest Law pursuant to N.J.S.A. 52:13D-12 et. seq.

All of the above statements must be signed by a duly authorized officer or executive of the applicant, prior to engaging in any services authorized by this RFA and the Agreement.



Applicants are under a continuing obligation to report updates to the information contained in the above required certified statements whether submitting electronically or as a hard copy.

#### 4. Registration

a) Each applicant must register as a business with the State of New Jersey.

b) Each applicant must register with the New Jersey Commissioner of Labor and Workforce Development.

Proof of the above registrations must be provided to the MVC, prior to engaging in any services authorized by this RFA and the Agreement.

5. Executive Summary - Each applicant shall, in a narrative format, set forth its overall approach and plans to meet the requirements of this RFA. The narrative should demonstrate to the MVC that the applicant understands the objectives of the program for which applicant is submitting its proposal and the level of effort necessary to successfully fulfill the requirements as generally set forth in this RFA. The proposal should be designed to convince the MVC that the applicant's detailed plans and approach intended to complete the Scope of Work are realistic, attainable, and appropriate, and that the applicant's proposal will lead to successful implementation and operations.

6. Experience and Expertise - Applicant should describe how the applicant's previous background and business experience would assist the applicant as a Program Provider. Applicants must present evidence of the necessary experience and abilities required to perform as a Program Provider for the DSP and/or DOSP, as demonstrated by the successful completion of similar agreements, engagements, commitments or contracts, any of which can be confirmed through verifiable references. Applicants will be evaluated on range of experience and on the quality of any references received.

7. Business Plan - Applicants shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers. An applicant's overall Business Plan shall also include, but not necessarily be limited to, the following:

a. A description of the business. This section should include a detailed and thorough explanation of the applicant's business, including detailed business days/hours; a facility layout; number of staff; a description of the unique aspects of the applicant's business and how the applicant will appeal to potential subscribing dealerships; goals and objectives to identify why the applicant seeks to be a Program Provider; and the benefits of the applicant's service. The applicant must provide its proposed schedule of delivery service to and from used car and truck dealerships, which must be no less than twice a week, and a description of the

professional delivery and electronic tracking service that will be used. In addition, an inventory security plan must also be provided.

b. Marketing plan and pricing strategy. This section should include how the applicant will advertise and promote the Dealer Services Program and provide supporting detail for the applicant's proposed pricing strategy.

8. Management plan - Resumes must be submitted for all management, supervisory and key personnel to be assigned to oversee the services to be provided by the applicant as a Program Provider. Resumes should be structured to emphasize relevant qualifications and experience of these individuals related to successfully fulfilling obligations for providing services of a similar size and scope as those required by the Dealer Services Program. The applicant shall also include an organizational chart, with names, showing management, supervisory and other key personnel. The organizational chart shall, at a minimum, include the title of each such individual.

9. Location of applicant's New Jersey office - To the extent practicable, proposed locations should be strategically sited for servicing Participating Dealers throughout the State.

10. Financial Capability - Applicants shall provide proof of financial capacity and capabilities to undertake and successfully be a Program Provider. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. The primary applicant must submit separate financial statements for each of its subcontracting companies (if applicable). These statements must contain the same required information as the applicant's statements. Any subcontractor's financial statements must follow immediately behind the primary applicant's financial information in the proposal package.

If your application is approved you must enter into an Agreement with the MVC prior to processing any transactions under this program and comply with the terms of the Agreement to maintain status as a Program Provider.

## VI. QUESTIONS AND INQUIRIES

The MVC will accept written questions and inquiries from all potential applicants receiving this Advertisement. Short procedural inquiries may be accepted by telephone. Written questions can be mailed or e-mailed to:

The Division of Procurement  
New Jersey Motor Vehicle Commission  
225 E. State Street, PO Box 135  
Trenton, NJ 08625-0135

Phone: (609) 292-0920  
Fax: (609) 984-1309

## VII. DOCUMENT REVIEW

The MVC has established a document review room to provide applicants with the opportunity to review MVC transaction-related documents, screen layouts and procedures manuals. The document review room is located at the New Jersey Motor Vehicle Commission, 225 East State Street, Trenton, New Jersey. Applicants must first contact Marcy Klein at 609-292-8607 to schedule an appointment. No cameras will be permitted to be used in the document review room. Any costs associated with copying documents will be at the applicant's expense.

## VIII. PROPOSAL EVALUATION

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFA. Applicants may also be required to give an oral presentation to the MVC concerning its proposal.

- A. The applicant's description of how its previous background and business experience would be of benefit to the DSP, the DOSP and the MVC.
- B. The applicant's demonstrated ability, experience, and record of accomplishment in successfully delivering services under similar agreements, engagements, commitments or contracts involving transactions in a secure environment. The qualifications and experience of the applicant's management, supervisory or other key personnel assigned to the DSP and/or DOSP will be critical.
- C. The applicant's proposed solution for producing secure transactions, safeguarding information and inventory, and processing transactions at the most reasonable cost to subscribing dealers.
- D. The applicant's approach/solutions for improving customer service, reducing turnaround time and improving overall efficiency of dealer initiated transactions, while meeting the requirements of the Scope of Work outlined in this RFA.
- E. The applicant's financial stability to provide the required level of service during the life of an executed Agreement.

## IX. DENIAL OF APPLICATION

The MVC may deny, in its sole discretion, any application to be a Program Provider upon determining that the applicant is not capable of performing the duties of a Program Provider in a manner consistent with the public interest.

No employee of the MVC shall be eligible to enter into an Agreement with the MVC or to own or operate a DSP or DOSP, or to be employed by a DSP or DOSP provider doing business with the MVC.

## **APPENDIX A**

### **DEALER SERVICES PROGRAM (DSP) AUTHORIZED TRANSACTIONS**

Program Provider is authorized to provide the following services and/or transactions to Participating Dealers (authorized services or transactions may be changed at the discretion of the MVC):

- Process applications for vehicle registrations and license plates, initial renewals and transfers for new or leased vehicles;
- Process duplicate registrations requested;
- Process applications for vehicle title, registration and license plates for initial /renewal transactions for new and used motor vehicles as well as motorcycles, trailers, all-terrain vehicles (“ATVs”), boats, recreational vehicles (“RVs”), and low speed vehicles (“LSVs”);
- Process applications for certificates of title (issued by New Jersey, another state or U.S. Federal District) for new or leased vehicles, including leased buybacks;
- Process applications for “dealer only” certificates of title (title only);
- Process registration renewal transactions for taxis, limousines, farm trucks, farm use vehicles and omnibus vehicles;
- Process registration and title change transactions to add spouse names;
- Process initial registration transactions for vehicles that have already been titled;
- Process registration transfer transactions for vehicles that have already been titled;
- Process dedicated plate issuance and renewal transactions;
- Accept and process surrendered license plates;
- Issue to the dealer the license plates and registration cards generated by the above registration transactions;
- Supply Dealer Reassignment forms; and
- Supply New Car Inspection Stickers.

## **APPENDIX A (continued)**

### **DEALER ONLINE SERVICES PROGRAM (DOSP) AUTHORIZED TRANSACTIONS**

Program Provider is authorized to provide the following services and/or transactions to Participating Dealers (authorized services or transactions may be changed at the discretion of the MVC):

- Process applications for vehicle registrations and license plates, initial renewals and transfers for new or leased vehicles;
- Process duplicate registrations requested;
- Process applications for vehicle title, registration and license plates for initial /renewal transactions for new and used motor vehicles as well as motorcycles, trailers, all-terrain vehicles (“ATVs”), boats, recreational vehicles (“RVs”), and low speed vehicles (“LSVs”);
- Process applications for certificates of title (issued by New Jersey, another state or U.S. Federal District) for new or leased vehicles, including leased buybacks;
- Process applications for “dealer only” certificates of title (title only);
- Process registration renewal transactions for taxis, limousines, farm trucks, farm use vehicles and omnibus vehicles;
- Process registration and title change transactions to add spouse names;
- Process initial registration transactions for vehicles that have already been titled;
- Process registration transfer transactions for vehicles that have already been titled;
- Process dedicated plate issuance and renewal transactions;
- Accept and process surrendered license plates;
- Issue to the dealer the license plates and registration cards generated by the above registration transactions;
- Supply Dealer Reassignment forms; and
- Supply New Car Inspection Stickers.

## **APPENDIX B**

### **DEALER SERVICES PRGRAM (DSP) OPERATIONAL REPORTS**

Program Provider shall, on a quarterly basis, provide the MVC Program Manager an operational report listing the following:

- The number of Authorized Dealers participating in the DSP;
- The number of Authorized Dealers removed from participation in the DSP;
- The number of Dealers added as authorized dealers to participate in the DSP;
- Performance Measures – the average turn-around time to process (in business days), and the number of returned transactions;
- The current number of Program Provider’s full-time and part-time employees, along with any additions and removals;
- Customer Service: the number of dealers trained; and
- Other significant events that may have affected operations covered under the Agreement.

### **DEALER ONLINE SERVICES PROGRAM (DOSP) OPERATIONAL REPORTS**

The Program Provider shall, on a quarterly basis, provide the NJMVC Program Manager an operational report listing the following:

- The number of Authorized Dealers participating in the DOSP;
- The number of Authorized Dealers removed from participation in the DOSP;
- The number of Dealers added as authorized dealers to participate in the DOSP;
- Customer Service: the number of dealers trained; and
- Other significant events that may have affected operations covered under the Agreement.

## APPENDIX C

### DEALER SERVICES PROGRAM (DSP) COST OF REQUIRED HARDWARE

The Program Provider is required to utilize the following hardware which will be supplied by the New Jersey Motor Vehicle Commission (MVC):

- The costs are estimates based on a ten workstation environment.
- Both the list of hardware and the itemized costs are subject to change.
- The exact list of hardware and associated costs will be confirmed upon approval of the Program Provider's application and subsequent purchase of the equipment by the MVC.
- The list assumes one physical processing location. Each physical processing location will require a separate server and associated hardware.

<b>Equipment</b>	<b>Estimated Cost</b>
Workstations @800 per unit	\$8,000.00
Printer workstation @ 200 per unit	\$2,000.00
Printer Network @ 1000 per unit	\$2,000.00
Firewall appliance	\$5,000.00
Escala Server, Rack, HVX Licensing and Glink software	\$12,500.00
Router	\$8,500.00
Switch	\$5,000.00
EVPL install fee	\$800.00
<b>Total</b>	<b>\$43,800.00</b>