BID DOCUMENTS
Digital Image Capture System for New Jersey Motor Vehicle Services

Request For Proposal
Bid Number: 03-X-35438

VOLUME 1 - Terms and Conditions & Scope of Work

Date Issued: January, 2003
SPECIAL TERMS AND CONDITIONS

Table of Contents:

1.0 INFORMATION FOR BIDDERS
1.1 Purpose and Intent
1.2 Background
1.3 Key Events
1.4 Additional Information

2.0 DEFINITIONS
2.1 Definitions

3.0 SCOPE OF WORK

4.0 PROPOSAL PREPARATION AND SUBMISSION
4.1 General
4.2 Proposal Delivery and Identification
4.3 Number of Bid Proposal Copies

Proposal Content

5.0 CONTRACTUAL TERMS AND CONDITIONS
5.1 Precedence of Contractual Terms and Conditions
5.2 Performance Bond
5.3 Reserved
5.4 Contract Term and Extension Option
5.5 Contract Transition
5.6 Availability of Funds
5.7 Contract Amendment
5.8 Contractor Responsibilities
5.9 Substitution of Staff
5.10 Substitution or Addition of Subcontractor(s)
5.11 Ownership of Material
5.12 Data Confidentiality
5.13 News Releases
5.14 Advertising
5.15 Licenses and Permits
5.16 Claims and Remedies
5.17 Late Delivery and Liquidated Damages
5.18 Retainage
5.19 State’s Option to Reduce Scope of Work
5.20 Suspension of Work
5.21 Change in Law
5.22 Additional Work and/or Special Projects
5.23 Form of Compensation and Payment
5.24 Year 2000 Compliance
5.25 Contract Activity Report
5.26 Prevailing Wages

6.0 PROPOSAL EVALUATION/CONTRACT AWARD
6.1 Proposal Evaluation Committee
6.2 Oral Presentation and/or Clarification of Proposal
6.3 Evaluation Criteria
6.4 Contract Award

7.0 EXPERIENCE/TECHNICAL PROPOSAL

8.0 PRICE SHEET(S)

9.0 EXHIBITS/ATTACHMENTS including Standard Purchase Bureau Terms and Conditions
1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for a Digital Image Capture System for the New Jersey Motor Vehicle Services. The details of this project are outlined in the Scope of Work, Section 3.0. The intent of this RFP is to award a three-year contract to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

1.2 Background

At the present time, the State of New Jersey is one of only four States who continue to issue driver licenses and ID cards based on instant film technology.

For the past six months, the State has had difficulty obtaining film. The State currently uses film that is manufactured by Polaroid. Polaroid Corporation filed for bankruptcy in Spring 2002, and was sold in auction in July of 2002. The DMV agencies have run out of film on several occasions, and had to either issue non-photo licenses or send customers away without a license.

The majority of New Jersey’s citizens rely on the DMV license as the primary means of personal identification. The State’s current license lacks the necessary security features to make it an acceptable form of identification. The State’s inability to issue a photo license due to lack of film supply only exasperates an already insecure document and weak issuance process.

As such, the State has prepared this document to expedite the procurement of digital camera workstations to replace the existing film-based cameras. Specifically, the scope of this project is for a vendor to provide:

- The necessary hardware and software to replace the existing film-based camera workstations with state-of-the-art digital image capture system;
- Develop a user friendly system interface to handle front-office processing (i.e., allow DMV employee to capture customer’s portrait, merge with demographic information, produce an over-the-counter card for driver license or identification card, handle voids and recaptures, and produce the necessary statistical and financial reports);
- Design a card to meet the State’s requirements for security and durability;
- Integrate the over-the-counter digital image capture system with the State’ legacy system (hereinafter defined as “Comprehensive System”); and
- Provide maintenance and support for hardware, software, and all consumables and supplies for the term of the contract.

The items listed above collectively shall define the State’s 1st generation digital driver license and identification card. In the near future, the State will issue a RFP to further
enhance the security of the driver license and identification card by including biometric capabilities (to be defined by AAMVA and pending Federal legislation); as well as, move towards a central issuance process as opposed to an over-the-counter process.

1.3 **Key Events**

1.3.1 **Questions and Inquiries**

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
PO BOX 230  
Trenton, New Jersey 08625-0230  
Attention: Frank Kuzniacki  
Fax Number: 609-292-4401

1.3.1.1 **Cut-Off Date For Questions And Inquiries**

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 **Question Protocol**

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.
1.3.2 Mandatory Site Visit

There is no Mandatory Site Visit scheduled for this procurement.

1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

Date: January 14, 2003  
Time: 10:00 A.M.  
Place: Division of Motor Vehicles  
225 East State Street  
8th Floor East Conference Room  
Trenton, New Jersey 08625

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre-Bid Conference. Attachment #1 is provided for this purpose. The bidder is to fill out and present this attachment at the conference.

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

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as a written addendum to this RFP.

1.3.4 Document Review Room

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information needed to prepare and submit an accurate and comprehensive bid proposal. Such review, while strongly recommended, is not mandatory.

The document review room will be located at Division of Motor Vehicles, 225 East State Street, 5th Floor West, Trenton, New Jersey. Bidders must first contact Nila Matthews at the DMV Office at (609) 633-7479 to schedule an appointment to review available documents.

The following documents will be available in the document review room:

1. OIT Systems Diagrams – Entity relationship diagrams and systems interfaces (Microsoft Power Point format). Data flow diagrams showing the DMV business applications and the interfaces that exist between them.
2. **Division of Motor Vehicles Current Systems Environment Overview** – This document contains high-level descriptions of the on-line programs, batch programs and job streams for each of the following systems: Agency Interface, Remittance System, Revenue System, and program listing.

3. **OIT Mainframe Standard Software** – List of software products and versions in use.

4. **Agency/Regional Service Center Floor Plans**

   Bidders are prohibited from removing any materials from the library. The State will not provide for the photocopying of any materials contained in the library. Bidders, however, are permitted to bring photocopy equipment for the purpose of copying material.

1.4 **Additional Information**

1.4.1 **Revisions to this RFP**

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

   A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 **Addendum as a Part of this RFP**

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

1.4.3 **Issuing Office**

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

1.4.4 **Bidder Responsibility**

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

1.4.5 **Cost Liability**
The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

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

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

1.4.7 Price Alteration

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

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.
2.0 DEFINITIONS

2.1 Definitions (Reference Appendix A for Supplemental definitions)

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

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

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

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

Contract - This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP and the Division’s Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

May - Denotes that which is permissible, not mandatory.

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

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

Subtasks – Detailed activities that comprise the actual performance of a task.
State - State of New Jersey.

Task – A discrete unit of work to be performed.

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

Below is a high-level diagram of the hardware and software components necessary for the production of the State’s digitized driver licenses. The solid lines represent the State’s 1st generation driver license and identification card, and the dashed lines represent the State’s future direction with regards to central issuance and the capture of biometric information. Appendix B includes background information regarding DMV’s business process, agency locations, transactions types, and current and projected volume.

Sections 3.1 and 3.2 outline the requirements, specifications, and quantity required for each component shown in the diagram.
3.1 **General System Requirements**

This section provides a narrative for each component integral to the overall system. All components must conform to open system architecture, and industry accepted standards.

The vendor must combine as many of the components listed below into an integrated tower unit to: reduce the number of movable devices; make the overall configuration more secure; and allow for comfortable operation by DMV agency employees.

All electrical equipment must operate on a regular 110 voltage, 60 cycle AC, be equipped with a grounded plug, and must meet Underwriter’s Laboratory Standards or equivalent. All electrical equipment must include surge suppressor that meets UL Standard 1449. All computer devices and peripherals must be certified for FSS, Class A operations. All computer devices and peripherals must operate normally under room temperature extremes.

3.1.1 **Component A – Basic Workstation Setup**

The Basic Workstation Setup is the core of the entire system. It must be modular in design and allow for future additions and enhancements. At a minimum, it must include: a PC-like workstation with input devices (keyboard and mouse), an operating system, an Internet browser, communications software, applications software, other software utilities, and UN-interruptible Power Supply (UPS) device. All devices proposed by the vendor must be Windows 2000 or XP based, and use non-proprietary hardware and software to achieve stated requirements.

Each DMV agency will have a Novell or Windows-based, stand-alone Local Area Network (LAN) to be implemented by the State. Each basic workstation setup must connect to the local LAN. The local LAN will be used as the gateway to external systems, legacy applications, and Internet Service Provider (if required). All backup and recovery functions, as well as, software distribution functions will be performed by the local LAN.

To secure the base workstation from theft, the State will find it necessary to bolt the base workstation to the counter. The vendor must provide any special brackets required to secure the workstation to the counter.

In addition to the over-the-counter workstations, the vendor must provide a similar capability through a portable workstation setup. The portable workstation setup must be capable of being transported by DMV personnel. The vendor must provide a solution for ease of transport, including loading, unloading, and setting up the equipment (e.g., rolling cases, transport carts, etc.) The vendor must fully describe the portable transport solution (i.e., the total number of cases required per portable workstation, the weight of each case, including hardware, carts that require no lifting of the equipment, etc.) A total of four (4) portable workstations will be required as part of this proposal.

The vendor’s basic workstation setup must include the required image capture, as well as, the image retrieval software applications. Image retrieval software must be web-browser
based. Any license for software applications shall be perpetual and the vendor shall provide all software maintenance and upgrades as part of this proposal.

Communications between the basic workstation, image capture application, State’s image repository, and the DMV’s legacy system must utilize MQ-Series.

### 3.1.2 Component B – Digital Camera Unit

The Digital Camera Unit includes, at a minimum: a digital camera, mounting gear, lighting system, and blue background screen (wall hung or freestanding depending on agency preference.) The vendor must provide the cost for each option, wall hung or freestanding, if there is a cost difference.

The digital camera proposed must be of professional grade/quality with a resolution of 4 or higher mega pixel. The digital camera must connect via a USB port/cable. The State prefers that the digital camera use FireWire (IEEE 1394) for fastest connection, but will consider comparable proposals. The camera must come with a US warranty (as opposed to “gray market cameras”).

The digital camera must be capable of producing digital photographs in JPEG format. The Camera must “freeze” the portrait for the operator to view prior to printing. The depth of field shall be sufficient to allow the automatic focus system to capture an in-focus image. The camera must provide sufficient illumination to avoid portrait shadow, and provide acceptable portrait illumination for persons with light to dark complexions. The camera must be able to record a customer’s picture in such a way to minimize glare caused by the customer’s eyeglasses, and must successfully photograph license applicants of 42 to 84 inches in height, in either standing or sitting positions. The system must take a picture by pressing a key on the keyboard with instantaneous capture.

Vendors who have developed software applications to complement the digital camera unit in an effort to perfect the image capture process are encouraged to explain those features in detail. Any license for software applications shall be perpetual and the vendor shall provide all software maintenance and upgrades as part of this proposal. The ultimate goal is to produce a high-quality portrait with minimal manual intervention from a DMV employee.

### 3.1.3 Component C – Employee and Customer Monitors

The vendor must include two (2) monitors for each workstation setup – one for the DMV employee, and a second for the customer.

Display monitors must include reflections/glare reduction features, brightness and contrast controls, and low-level radiation protection features. Display monitors must include a tilt and swivel base, preferably integrated with the monitor.

### 3.1.4 Component D – Security Access
The vendor must include a fingerprint scan device to authenticate users into the system. Ideally, the fingerprint scan device should be integrated into either the mouse or the keyboard. In addition, a user ID and password must be used in conjunction with the biometric device to authenticate users into the image capture application. Authenticating the identity of DMV employees must not be specific to a particular camera workstation. This means that the enrollment and storage of biometric data must be network centric as opposed to workstation specific.

3.1.5 Component E – Signature Pad

The vendor must include a signature capture device that conforms to open industry standards. Software applications, to check for signature quality, must also be included to complement the overall signature capture process.

The customer must be able to view his/her signature on the display monitor and have a choice of accepting, or rejecting, the signature. If rejected, the system must allow the signature to be recaptured.

3.1.6 Component F – Image Repository

The central image repository will be the responsibility of the State. The State will design and develop the capability to store images in the current Comprehensive System. The vendor will be required to participate in at least ten (10) all-day (8-hour business day), Joint Application Design (JAD) sessions with the State to develop the image repository.

3.1.7 Component G – Over the Counter Card Printing

The vendor must provide high-quality, color printers for the production of over-the-counter cards. The printers must be network ready and addressable. Software utilities must be included in the overall system to allow for the custom design of card layouts.

The printer must be capable of printing and laminating (front and back) in one step without any operator intervention.

3.1.8 Component H – Legacy System Integration

The legacy system integration will be the responsibility of the State. The vendor will be required to participate in at least twenty (20) all-day (8-hour business day), Joint Application Design (JAD) sessions with the State to integrate proposed hardware and software components with the backend legacy systems. These JAD sessions are in addition to the ten (10) JAD sessions required for the image repository component.

3.1.9 Component I – Card Material and Features

The State prefers that the card material be teslin based. The State will consider, as an alternate solution, a polyester composite based card material. The card must use a layered
approach for added security and durability and be ISO certified. Security laminates must be separate from print laminate and core material.

All cards must comply with AAMVA National Standards for the Driver License and Identification Card. Each card must be uniform in appearance and quality. The card must maintain full serviceability for a period of eight (8) years.

Each card must be adequately protected against counterfeiting, alteration, duplication, and substitution of the image or data. The proposed card must incorporate two or more special features (to be agreed upon during the JAD sessions) so that the authenticity and integrity of a license and ID card may be verified without a lengthy detailed examination or special equipment.

Each card must be protected from duplication, alteration, and substitution of the picture image, by using an Optically Variable Device (OVD). A one (1) mil thickness hologram is a required OVD security feature. This security feature must be transparent when viewed directly so that it does not take up space on the card or distort any of the information contained on the front of the card, including the picture image. When viewed from different angles, the OVD must change color, or image, or both in order to protect the card from fraudulent duplication, including fraud attempts with color photography or color laser copiers. The image/color change must be apparent to the human eye without the need for special training or use of a special device. Neither the materials used to create the OVD nor its ultimate design shall be available to the public. The security image/color change shall be positioned on the card to cover at a minimum the DL number, birth date, and a portion of the picture image. The printing equipment and software tools must affix the OVD along with the laminate or coating during the one-step process of printing and laminating the card. The vendor’s OVD recommendation must include three (3) covert features, three (3) overt features, and two (2) forensic features. The actual format and design of the features are to be agreed upon during the card design JAD sessions between the State and the vendor.

The OVD shall readily show distortion or destruction in the graphic design and to the card including birth date information on the card if an attempt is made by application of heat or other means to separate the laminate from the card or alter the card information. The vendor’s final design of the OVD shall be subject to the DMV’s review and approval prior to finalizing the card design.

A security laminate or overcoat, which is at least one (1) mil in thickness, must cover the face of the card from edge to edge. The security laminate must cover all printed areas. The final laminated card must be ISO 7810 compliant.

Any proposed card shall incorporate an ultra-violet ink verification feature so the authenticity and integrity of the card may be verified without detailed examination or special equipment. Microprinting and ghost imaging must also be included as additional security features.
The vendor will be required to participate in at least ten (10) all-day (8-hour business day), Joint Application Design (JAD) session with the State to design a driver license card (landscape mode), and an identification card (portrait or vertical mode). These JAD sessions are in addition to the twenty (20) JAD sessions for legacy system integration, and the ten (10) JAD sessions for the image repository.

The card must include all the information currently printed on the film-based license in addition to a digital photo, digital signature, organ donor flag, and any endorsements.

The card shall be protected against counterfeiting and alteration by means of an encryption system using a high-density 2-D barcode printed on the back of the card. The bar code must contain the biographic data (identical to that appearing on the front of the license and identification card), digital image, and any encrypted security features. The latest AAMVA standards for bar codes must be followed. The method of encryption must be mutually agreeable between the State and the vendor. All card stock must have an embedded inventory control number assigned to each card.

3.1.10 Component J – Barcode Reader

The vendor must propose barcode readers as an alternative data input device. The barcode reader can be a handheld unit. The barcode reader must be capable of reading a 2-D barcode that contains data in PDF-417 format.
### 3.2 System Specifications

<table>
<thead>
<tr>
<th>Component</th>
<th>Quantity</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 98</td>
<td>Basic workstation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Intel Pentium 4 CPU 1GHz or faster</td>
<td></td>
</tr>
<tr>
<td></td>
<td>512MB of RAM and 512MB cache</td>
<td></td>
</tr>
<tr>
<td></td>
<td>50x or higher CD-ROM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Single 3.5” floppy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>250mb internal zip drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ethernet network interface connection using TCP/IP protocol</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Windows 2000 or Windows XP</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Internet Explorer 5.5 or higher</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anti-virus software</td>
<td></td>
</tr>
<tr>
<td></td>
<td>20GB or higher hard disk storage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>External auto switching UPS with batteries to provide at least 30 minutes of operation if main power fails</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Secure case to protect against tampering and unauthorized access</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All necessary cables and extensions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Portable Workstations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Laptop computer comparable to the basic workstation setup with the necessary digital camera and all the necessary peripherals</td>
<td></td>
</tr>
<tr>
<td>B 98</td>
<td>Digital Camera Unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Solid state color video camera with automatic focus lens system</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Professional grade</td>
<td></td>
</tr>
<tr>
<td></td>
<td>USB compliant with 4 or higher mega pixel resolution</td>
<td></td>
</tr>
<tr>
<td>C 200</td>
<td>Monitor (196 for the over-the-counter units plus 4 for the portable workstations)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>15” or larger SVGA flat-screen color monitor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>.28mm or smaller dot pitch</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1280x1024 non-interlaced display</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tilt and swivel base</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| D | 98 | **Biometric Security Access**  
- Finger scan (can be integrated either with the mouse or keyboard)  
- User ID and password in conjunction with fingerprint verification  
- Network centric enrollment and data storage process |
| E | 98 | **Signature Pad**  
- Support for right and left-handed applicants  
- Support for applicants confined to wheelchair  
- Ability to notify operator if signature is either out of bounds or is of poor quality  
- Include quality checking software utility |
| F | NA | **Image Repository**  
This component will be the responsibility of the State; however, the vendor is expected to participate in Joint Application Design (JAD) meetings to assist the State in defining detailed specifications for the backend image repository. |
| G | 98 | **Over-the-counter Card Printing**  
- High-quality color printer  
- Network ready and addressable  
- Capable of producing up to 250 cards per work day (8:00 AM to 4:30 PM) |
| H | NA | **Legacy System Integration**  
This component will be the responsibility of the State; however, the vendor is expected to participate in Joint Application Design (JAD) meetings to assist the State in defining detailed specifications for the backend image repository. |
| I | 12,500/day (estimated usage statewide) | **Card Material and Features**  
- Polyester-based card material  
- Layered approach for added security and durability  
- ISO 7810 compliant  
- Security laminates must be separate from print laminate and core material  
- Embedded inventory control numbers  
- Microprinting and ghost imaging  
- Embedded optical variable device (OVD) |
| J | 98 | **Barcode Readers for Over-the-counter processing**  
- Hand held, 2-D barcode reader  
- Conform to AAMVA standards  
- Conform to PDF-417 standards |

**3.3 Biometric Ready Card**
It is the State’s intent to design and develop a 1st generation driver license and identification card that is “biometric ready.” For the purposes of this scope of work, the term “biometric ready” is defined as:

“…the combination of card characteristics; hardware and software used for image capture, retrieval, and storage; and identification standards that allow future functionality to be assimilated within New Jersey’s license and ID cards…”

The features listed in Section 3 are mentioned in this scope of work to alert the vendor community that it is the State’s intent to have these features phased into production as part of future Request for Proposal(s). Vendor’s response to this scope of work for hardware and software must accommodate the biometric-related measures listed in Section 3, and must not limit the State’s ability to acquire and integrate industry-accepted solutions.

3.3.1 Facial and Iris Recognition

The State may need to deploy facial and iris recognition software for the purposes of capturing and storing the image and conducting a one-to-one or one-to-many verification with PC interface. The facial and/or iris recognition application must be integrated in the digital image system and not require manual initiation of key entry.

3.3.2 Fingerprint Capture

Fingerprint capturing software and hardware for either one finger or two fingers, both capable of matching one-to-one or one-to-many with PC interface. Fingerprint capture solutions, and methods, must conform to AAMVA National Standards.

3.3.3 Additional Security Features Embedded in the 2-D Barcode

In the future, the DMV plans to include a personal identification number (PIN) as well as answers to pertinent questions from the true card holder that can validate the card with a positive or negative response. Also, additional biometric-related data may be included, in encrypted format, within the 2-D barcode.

3.3.4 Central Card Production

In the future, the State plans to issue a RFP to move towards centralized production and mailing of all driver license and identification cards.

The image capture vendor has the affirmative obligation to assist the winning vendor of the Central Card Production contract with the following:

- make available, at no cost, any source code (Application Programming Interfaces, Object File Formats, etc) necessary to facilitate the integration of the image capture setup and the winning vendor’s central card production setup; and
smooth transition of card printing services from over the counter to the vendor’s
central card production facility.

3.4 System Implementation and User Training

The vendor is responsible for complete installation of all hardware and software at each site. Complete installation includes, but is not necessarily limited to, computers, computer peripherals, system software, application software, cables, and end-user training.

Installations of the new system must not be accomplished in the DMV agencies during their regular office hours. DMV agency operations must continue following the installation process with minimal disruption. Installations must be performed during off hours. Appendix B provides a complete list of DMV agencies, locations, and hours of operation.

The vendor must provide hardware and software specialists during the equipment installation at each office and they must remain at the site until the entire system is functioning end-to-end. The State will establish a training schedule after consultation with the vendor. This schedule will coincide with the installation schedule. Training will be conducted on-site at each office location. Training must include system hardware and software components and must include the necessary information for employees to operate and manage the new system. The vendor shall deliver installation as follows:

- **Day One** – Install new equipment, run new installation hardware diagnostics, and install software.

- **Day Two** – Train office personnel on proper method of operating equipment. Turn system over to agency personnel for normal operation. Hardware and software specialists must be at the site to answer questions and resolve problems.

- **Day Three** – Hardware and software specialists must be at the site to answer questions and resolve problems.

The vendors must provide on-site training for at least 5 personnel at each of the forty-five (45) DMV agencies. In addition, the vendor must provide training for 5 additional personnel located at the DMV Headquarters in Trenton. For planning purposes, a total of 230 personnel statewide will need to be trained.

All training courses must be led by qualified and experienced instructors. Instructors shall be thoroughly familiar with topics appropriate to the operation and maintenance of the system. Local sales and/or maintenance personnel are not considered appropriate for this task. The vendor must provide additional training on site when there is any substantial change in equipment or operations at no additional cost to the State. The State reserves the right to make audio and video recordings of any and all training sessions for later use by other business units within DMV. The vendor shall cooperate with the State to make these recordings.
The vendor shall work with the DMV in developing a CD-type brochure describing the features of the new system. The brochure will be distributed to law enforcement agencies, legislators, banking community, and to retail establishments. It will be the responsibility of the vendor to supply the State with color camera-ready art for the brochure. The State will have the CD-type brochure reproduced at its own expense.

3.5 **Supplies and Support Services**

The vendor must furnish and deliver all necessary supplies required for the successful operation of the system. The vendor must maintain a sufficient quantity of supplies to provide a minimum sixty (60) day of operations at each location where the system is installed. All supplies must have a shelf life of at least six (6) months from the date of receipt at the location.

The vendor shall use auditing and inventory control measures approved by the State to control and document use of high security laminate or equivalent, card stock and equipment within a maintenance database. The State must have access to the database via a web-based interface. The State must approve all inventory disseminating methods from the manufacturer to the issuing office. All items must be inventoried to account for receipt from the manufacturer and dissemination to the issuing offices. Inventory control records shall be balanced against the vendor’s accounting records of each card and high security laminate used. All inventory reports must be maintained on a monthly and year-to-date basis and shall be balanced monthly. The vendor must explain in their proposal how the inventory system will work. The State will have full access to all site inventory logs through the maintenance database.

The vendor shall distribute only complete and sealed units of the high security material to one single contact/central location within DMV. High security material is defined as blank cards and overlay laminate material. The vendor shall require the DMV’s single point of contact to verify receipt of all distributions at the time and place of delivery.

3.6 **Maintenance Requirements**

During the entire term of the contract, including any renewal term and/or contract extension, the vendor shall render maintenance to keep the system in or restore the system to good working order. For purposes of the 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 vendor’s proposal, and the manufacturer’s published specifications for such hardware and/or software originally manufactured. All proposed hardware shall be new, not reconditioned or refurbished. All hardware shall be at the latest engineering change level as offered by the original manufacturer and shall have been manufactured within the last 12 months. All hardware and “off-the-shelf” software technology proposed shall be available at the time of the vendor’s proposal.

The vendor shall establish one individual to function as liaison between State personnel and vendor’s field service personnel providing service to supplied equipment. This individual shall have authority over field personnel for at least setting priorities of repairs,
expediting repairs, and expediting delivery of parts. 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 vendor’s field service personnel and State’s technical staff.

Vendor shall keep State personnel adequately informed on the status of all service calls outstanding, including estimated time to repair, estimated arrival of parts, and any other information that State may request about any calls for remedial maintenance. Vendor shall participate in meetings with State personnel in Trenton, New Jersey, to discuss and reconcile any problems or potential problems on an as needed basis.

Vendor must provide a central dispatch office to which the State will place all calls for remedial maintenance. The central dispatch office shall have a toll-free telephone number for use by the State in placing calls for remedial maintenance. Vendor 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 principal period of maintenance. Each call placed to the central dispatch office shall be given a unique reference number by the central dispatch office. This reference number will be used by both vendor and State personnel when reporting required information or attempting to resolve associated problems.

Principal period of maintenance shall be ten (10) working hours per day, from 7:00 a.m. to 5:00 p.m. (ET), Monday through Friday. At the discretion of the State, the principal period of maintenance may be changed, or Saturday hours may be added, for an installation site by attaching an amendment that states the alternative hours of maintenance for that site. Increases in maintenance costs as a result of increases in working hours and/or support for Saturday hours will be negotiated between the State and the vendor as part of the amendment process.

The vendor shall provide adequate staff and stock necessary levels of spare parts to provide maintenance per the requirements, terms, and conditions of the contract. Only parts approved by the original equipment manufacturer for the specific device being serviced shall be used when replacement parts are required.

The vendor must call the issuing location within fifteen (15) minutes to try to resolve the problem over the phone. If the problem cannot be resolved over the phone, the vendor will go to the location to make the appropriate repairs. Once repairs have been completed, the vendor will notify the DMV that the job is complete.

In the event a material, supply, or equipment change or improvement causes the obsolescence of parts or all of the workstation and/or associated peripherals, new item(s) shall be supplied to the State at no additional charge.

Vendor shall establish an escalation procedure whereby the service personnel assigned to perform the remedial maintenance may get assistance in problem determination and/or resolution if necessary to ensure a timely repair of the device out of service.
Preventive maintenance (PM) shall be scheduled on a regular basis. Unless the maintenance requires the system to be inoperable or interrupt field office service, PM will be performed during normal operating hours at a time mutually agreed to by System Administrator and the vendor.

3.7 **System Demonstration and Prototyping**

Each proposed system must be capable of being demonstrated. Vendors will be required to bring the equipment to a test lab, to be identified by the State, for demonstration. The purpose of the demonstration is to demonstrate to the State the operational capabilities of the hardware and software components being proposed.

In addition to onsite demonstrations, vendors may be required to schedule site visits where similar systems (public or private sector installations) are in production mode.

The vendor will be required to prototype the overall system in pilot mode first prior to gaining the State's final system signoff. The vendor will be required to make all necessary changes prior to delivering the final system. Only the State can declare the system to be in production status.

3.8 **Key Milestones**

<table>
<thead>
<tr>
<th>Activities</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-bid Conference</td>
<td>January 14, 2003</td>
</tr>
<tr>
<td>Proposals Due Date</td>
<td>February 4, 2003 (2.00 pm)</td>
</tr>
<tr>
<td>Contract Award Date</td>
<td>By or Before March 3, 2003</td>
</tr>
<tr>
<td>First production license/ID manufactured</td>
<td>July 1, 2003</td>
</tr>
</tbody>
</table>
4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

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

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

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

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer’s name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the “ORIGINAL” bid proposal. Each bidder must submit twelve (12) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

Proposal contents are outlined in Section 7.0 of the RFP.

4.4.1 Forms
4.4.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract. Attachment #2 is provided for this purpose.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor. Attachment #3 is provided for this purpose.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract. Attachment #4 is provided for this purpose.

4.4.1.4 Set-Aside Contracts

This is a contract with set-aside subcontracting requirements. The bidder must return with its bid proposal a completed Notice of Intent to Subcontract form listing all subcontractors that it intends to use during the course of the contract. Failure to do so will be sufficient cause to reject a bidder’s proposal as non-responsive.

Bidders intending to utilize subcontractors must also include a completed and signed Subcontractor Utilization Plan. Failure to do so will be sufficient cause to reject a bidder’s proposal as non-responsive. Attachment #5 is provided for this purpose.

4.4.1.5 Bid Bond

This is no bid bond requirement for this procurement.

4.4.2 Technical Proposal

Reference Section 7.0 of the RFP for Technical Proposal requirements.

4.4.3 Organizational Support and Experience

Reference Section 7.0 of the RFP for Organization Support and Experience requirements.

4.4.4 Cost Proposal
The bidder must submit all requested pricing information. 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 proposals received and the contract award process. Attachment #6 of Volume 2 contains all the cost information required for this contract.
5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor’s bid proposal and the Division’s Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

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

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

5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond and payment bond is required in the amount of $1,000,000. The performance bond must be posted within 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.

5.3 Business Registration – See Standard Terms & Conditions, Section 1.1

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years from contract award date with a two (2) additional one-year (1) options (five years in total). The anticipated “Contract Effective Date” is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may only be extended for the two (2) additional one-year options by mutual written consent of the contractor and the Director.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension
thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 **Availability of Funds**

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

5.7 **Contract Amendment**

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

5.8 **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.

Additionally, notwithstanding the provisions of Section 2 of the standard terms and conditions, 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 $14,000,000, 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; and
2. The contractor’s breach of its obligation of confidentiality.

The contractor’s indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the Standard Terms and Conditions. The contractor shall not be liable for special, consequential or incidental damages.
5.9 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’s 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.

5.10 Substitution or Addition of Subcontractor(s)

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

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor 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 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.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor’s qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

5.15 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's 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.

5.16 Claims and Remedies

5.16.1 Claims
The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director’s final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

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. However, any claim against the State relating to a final decision by the Director regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

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

5.17 Late Delivery and Liquidated Damages

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 certain date. 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

Liquidated damages will be assessed for delays or defaults in contract performance. The State reserves the right to deduct liquidated damages from any and all fees due and owing to the vendor. The following list of items will cause, at the State’s reasonable discretion, the assessment of liquidated damages in the amounts identified.
- The vendor shall guarantee that no issuing office will run out of any material needed to produce a card. The vendor shall pay as liquidated damages to the State the sum of $1,000 per each workday or part thereof that an issuing office is out of any material needed to produce a driver license and/or identification card.

- Should the State be required to transfer supplies from one site to another due to the vendor failing to maintain a minimum operational supply, a $1,000 per incident liquidated damage will be assessed.

- The cost of all rejects due to defects in supplies or equipment will be borne by the vendor. Any card that is not fully serviceable for eight (8) years must be replaced at no cost to the State.

- For those systems that are integral to the overall production of a driver license and/or identification card, a four (4) hour response time is required after notification by the State that the equipment is inoperable, unless the State and the vendor mutually agree to another period of time. System components integral to the overall production of a driver license and/or identification card include, but are not limited to: the basic workstation unit, digital camera, monitors, security access, signature pad, printers, barcode readers, and any consumable supplies required for a particular hardware component to function properly. The vendor shall pay the State liquidated damages of $1,000 per day that the vendor does not meet the agreed upon response time.

Any workstation found not to be producing cards of acceptable quality due to equipment malfunction is subject to immediate replacement within two (2) workdays. The vendor shall replace, free of charge, substandard cards produced due to equipment malfunction. If the vendor does not replace the equipment within two (2) work-days, liquidated damages in the amount of $1,000 per work day will be assessed for each work day the malfunctioning equipment is in place.

Damages will not be assessed in response to an isolated incident but rather to address a pattern in which the Contractor routinely fails to fulfill requirements.

5.18 Retainage

The amount of retainage is noted on the RFP cover sheet. 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.

5.19 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 Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 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.

5.21 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.

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

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

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

5.23 Form of Compensation and Payment

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

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

5.24 Year 2000 Compliance

The following requirements will be part of all contracts resulting from the bid proposal submitted in response to this RFP.

5.24.1 Definitions Specific to Year 2000
Date Data - Shall mean any data or input which includes an indication of or reference to date.

Four Digit Year Format - format that allows entry or processing of four-digit year date: the first two digits will designate the century and the second two digits shall designate the year within the century. As example, 1996 shall mean 96th year of the 20th century.

Leap Year - The year during which an extra day is added in February (February 29th). Leap Year occurs in all years divisible by 400 or evenly divisible by 4 and not evenly divisible by 100. For example, 1996 is a Leap Year since it is divisible by 4 and not evenly divisible by 100. 2000 is Leap Year since it is divisible by 400.

Year 2000 Compliant - The data outside the range of 1990-1999 will be correctly processed, either on-line or batch processing, in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

Products - Include, but are not limited to, any hardware, software, firmware, microcode or integrated systems developed, customized, supplied or supported by the contractor.

5.24.2 Contractor represents and warrants that all hardware and software products (Products) and/or integrated data processing systems which are supplied to the State by the contractor under this agreement are designed and intended to be used prior to, during, and after the calendar year 2000. Contractor further represents and warrants that all such Products and/or integrated data processing systems individually and in combination, will operate during each such time period without error relating to date data, specifically including, but not limited to any error resulting from, relating to, or the product of, date data which represents or references different centuries or more than one century and any errors resulting from or relating to calculations, processing or sequencing employing date data. Contractor further represents and warrants that none of the Products and/or integrated data processing systems uses proprietary table calculations in resolving year 2000 date data values.

5.24.3 Without limiting the foregoing in any manner, contractor further represents and warrants:

5.24.3.1 That the Products and/or integrated data processing systems will not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century.

5.24.3.2 That the Products and/or integrated data processing systems have been designed to ensure year 2000 compatibility, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, date data century display formats and date data interface values that reflect the century.
5.24.3.3 That the Products and/or integrated data processing systems include “year 2000 capabilities.” For the purpose of this Agreement, “year 2000 capabilities” means the Products and/or integrated data processing systems:

5.24.3.4 That the Products and/or integrated data processing systems will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and that the Products and/or integrated data processing systems shall provide that all date-related data interface functionality, including the indication of century performance as indicated above.

5.24.3.5 That the Products and/or integrated data processing systems design and performance adhere to ISO 8601 and FIPS 4-1 standard.

5.24.4 Year 2000 Compliance Performance Warranty

Contractor further warrants and represents that the Products and or integrated data processing systems are and will continue to be year 2000 compliant. All date processing by the Products will include Four Digit Year Format and recognize and correctly process dates for Leap Year and that processing or calculations involving Leap Year will not result in software, firmware or hardware failure. Additionally, all date sorting or sequencing by the Products that includes a “year category” shall be done based on the Four Digit Year Format code.

5.24.5 Year 2000 Warranties

Contractor represents and warrants that:

5.24.5.1 The Products and/or integrated data processing systems will function without error or interruption related to Date Data, specifically including errors or interruptions from functions which may involve Date Data from more than one century;

5.24.5.2 The Products and/or integrated data processing systems require that all Date Data (whether received from users, systems, applications, or other sources) include an indication of century in each instance;

5.24.5.3 All date output and results, in any form, shall include an indication of century in each instance.

5.24.5.4 Remedies for Non-Compliance of Year 2000 Compliance Warranty

Contractor agrees to pay liquidated damages in the amount of $200.00 per day for each day the Products and/or integrated data processing systems fail to maintain and uphold the Year 2000 Compliance Performance.
The foregoing is in addition to the other representations and warranties set forth herein.

5.25 **Contract Activity Report**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political subdivisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

Contractor's total sales volume under contract, subtotaled by product.

Contractor’s total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.25 **Prevailing Wage**

A. New Jersey Prevailing Wage Act P.L. 1963, Chapter 150 (NJSA 34:11056.2 et seq.) is made part of every contract entered into by the STATE where applicable. The Bidder's signature on the Bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who failed to pay prevailing wages in accordance with the provisions of this Act. The CONTRACTOR also agrees to comply with the Wage Act, Copeland Act and the Contract Work Hours and Wages Act, as stated in 29 CFR Parts 3, 4 and 5.
B. The CONTRACTOR also agrees that if any conflict exists between the wage requirement of the New Jersey Prevailing Wage Act and Section 9604(g) (1) and the Federal requirements, the CONTRACTOR must comply with the higher of the two wage requirements when both requirements are applicable.

C. The CONTRACTOR agrees to make this provision part of any subcontract hereunder.
6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Proposal Evaluation Committee

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 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 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 proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a 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 proposals received in response to this scope of work.

- The Bidder’s demonstrated ability, experience, and track record in successfully completing contracts involving large scale, secured digitized driver licenses and identification card systems. The qualifications and experience of the bidder’s management, supervisory or other key personal assigned to the contract will be critical.

- The Bidder’s innovative approach/solutions in improving customer service, reducing cycle time, and improving overall efficiency of DMV operations while meeting the requirements of this scope of work.

- The Bidder’s approach/solutions to produce the “best and most” secure card/process, including innovative approaches/solutions for incorporating biometric card features.

- The Bidder’s proposed cost structure to produce the “best and most” secure card/process at the least unit cost possible to New Jersey’s motoring public.
➢ The Bidder’s approach/methodology to accelerating the development and implementation process without compromising quality of product and service.

➢ The Bidder’s financial stability to provide the required level of service during the life of the contract.

6.4 **Contract Award**

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

The Vendor proposal must be organized according to the following format and include chapters for each of the following:

- Proposal Chapter 1 – Cover Letter
- Proposal Chapter 2 – Management Overview/Executive Summary
- Proposal Chapter 3 – Vendor Qualifications
- Proposal Chapter 4 – Scope of Work
- Proposal Chapter 5 – Proposed Costs
- Proposal Chapter 6 – Forms

At a minimum, the chapters should include all information requested in the more detailed description of the proposal requirements which follow.

7.1 Proposal Format Requirements

7.1.1 Cover Letter (Proposal Chapter 1)

The Introduction Cover Letter must be signed on behalf of the Bidder by a duly authorized officer or agent of the Bidder and contain the following:

A. Identification of the Bidder;
B. Confirmation that the Proposal is submitted in response to this RFP;
C. Identification of the various parts of the Proposal;
D. Identification of the name, mailing address, fax number, and telephone number of a representative and an alternate representative of the Bidder who are authorized, on behalf of the Bidder, to accept notices and other communications from and respond to inquiries from the DMV and its representatives concerning the Bidder or the Proposal; and
E. Such other introductory information as the Bidder 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 this RFP.

7.1.2 Management Overview/Executive Summary (Proposal Chapter 2)

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 demonstrate to 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 demonstrate to the State that the bidder’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks required to meet the needs of the State.

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 proposal will lead to successful contract completion. This section should also convince the State that the bidder understands the responsibilities which the State is asking it to undertake, and is fully prepared to accept those responsibilities and deliver in accordance with them.

7.1.3 **Vendor Qualifications (Proposal Chapter 3)**

7.1.3.1 **Current Projects-- List of Recent Comparable Projects**

The bidder must provide a list of all DRIVER LICENSE/ID CARD contracts which were in force during the period from July 1, 1999 through December 31, 2002. Bidder must also include a comprehensive list of projects which will be ongoing during the contract term with the State.

7.1.3.2 **Experience and Expertise**

The qualifications and demonstrated experience of the Bidder is of paramount concern to DMV. Bidders must present evidence of the necessary experience and abilities required for this RFP as demonstrated by the successful completion of similar projects, which can be confirmed through verifiable references. The Bidder will be evaluated on range of experience and on the quality of the references received. Appendix C contains instructions for obtaining the required references and the Corporate Experience and Reference Form that Bidders must return with their proposals.

The bidder shall 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.

7.1.3.3 **Financial Capability of the Bidder**

The bidder shall provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

The primary contractor must submit separate financial statements for each of the subcontracting companies. These statements must contain the same required information as the Bidders’ statements. The subcontractor’s financial statements must follow immediately behind the primary contractor financial information in the proposal package.

7.1.3.4 **Organization Chart (Contract Specific)**
The bidder shall include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart shall, at a minimum, include the title of each such individual.

### 7.1.3.5 Resumes

Resumes shall 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 clearly identify 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 the 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.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder shall include a recruitment plan for such personnel. Such recruitment plan shall demonstrate that the bidder would be able to obtain the necessary resources to initiate and complete the contract within the period required by this RFP.

### 7.1.3.6 Backup Staff

The bidder shall 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 must be replaced during the contract term.

### 7.1.3.7 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’s 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 Project Manager.

7.1.4 Scope Of Work (Proposal Chapter 4)

The contents of 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 required Scope of Work are realistic, attainable and appropriate and that the proposed plans will lead to successful Contract completion. For this particular section, the bidder’s detailed technical response to perform the work covered by this RFP must be organized in the manner outlined below.

A task is defined as a discrete unit of work to be performed. Sub-tasks are defined as those detailed activities that comprise the actual performance of the task. All tasks and sub-tasks comprise the Scope of Work.

For each task or sub-task, the Bidder will propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable must be cross-referenced to the appropriate RFP task or sub-task as well as the corresponding RFP page numbers.

The Bidder's response must cover each task, sub-task as set forth in the Scope of Work. The Bidder will detail how the Bidder intends to complete the required work. For those subtasks set forth in the scope of work, the Bidder's response will be made at the corresponding level.

Where the Scope of Work does not specifically contain or refer to tasks, sub-tasks, the Bidder should further develop the Scope of Work in its bid proposal. The detailed description should be organized logically to reflect the order in which the work will be performed. The sequence of work should be structured in a manner, which identifies the major tasks, sub-tasks, which are necessary to performing that piece of work.

The contractor must provide:

All DRIVER LICENSE/ID CARD initial application processes, photo image capture procedures and transaction processing must be capable of being initiated at 45 motor vehicle agencies and 4 regional offices located throughout the State. (See Appendix B for background information and statistics regarding DMV agencies and regional offices.)

Agency transaction information (including digitized photos and signatures captured via vendor-supplied Image Capture workstation) will be electronically transmitted to the State’s Comprehensive System and to the State’s Image Repository, respectively. The contractor is responsible for creating the front-end application software to produce the file authorizing license production. The contractor will be responsible for providing
security and audit controls to insure that only authorized licenses are produced. The contractor will be responsible for providing an electronic validation process to ensure that the biographical information on each DRIVER LICENSE/ID CARD generated matches the appropriate image.

Because of national security concerns, DMV anticipates that future State and Federal mandates will alter the design, security features and composition of New Jersey’s documents throughout the period of this contract. Therefore, your response must describe how you proposed to provide the flexibility needed to accommodate such changes that may occur. For example, pending Federal legislation (H.R. 4633 and S. 3107) may mandate the use of specific biometric devices and new document security options.

Preserving the confidence of the public and law enforcement officials in the DRIVER LICENSE/ID CARD is essential. The security of the DRIVER LICENSE/ID CARD and the identity it represents must not be compromised. The security controls and features must be inherent within the materials, processes, systems and personnel as well as the documents. This RFP will meet the state’s need to generate a secure, tamper resistant DRIVER LICENSE/ID CARD in conformance with national (AAMVA) standards. Additionally, it will create a mechanism to electronically capture, store and maintain an historical repository of picture and signature images.

The Bidder must conduct the activities outlined in this Section of the RFP during the life of the Contract to supply, install, configure, setup, implement, maintain, and support the DRIVER LICENSE/ID CARD System end-to-end.

7.1.4.1 Project Plan, Schedule, and Deliverables

The Bidder must:

A. Provide a summary project plan and timetable, indicating the relationship of major work segments to one another. The overall plan must be in response to the deliverables outlined in this section, and should distinguish the development aspects of the project from the production aspects.

B. Provide a detailed project plan and timetable indicating when the major work segments will be undertaken. The timetable should reflect the project plan. Provide a description of the major work segments, reflecting the system development life cycle methodology that you are planning to use. Provide a list of the deliverables and/or work products that will be delivered to the State as evidence that each segment/task has been completed.

C. Provide a description of the deliverables that you will provide to the State. The list of deliverables must be tied to services described in the Project Plan and Schedule portion of your response.
D. Provide a Risk Management Plan that identifies any risks they perceive may occur during the life of the project. This plan should identify the probability of occurrence, expected impact on resources, quality, costs, preventative plans, and all trigger points (milestones) for initiating preventative and contingency plans.

E. Provide a description of your company’s proposed approach for the following:

- Obtaining approval of deliverables
- Obtaining approval of hardware/software/related services delivered in support of the DRIVER LICENSE/ID CARD System functionality
- Obtaining acceptance prior to the production phase of the DRIVER LICENSE/ID CARD System development and production contract
- Obtaining acceptance of the DRIVER LICENSE/ID CARD System production process and the controls used to create DRIVER LICENSE/ID CARD documents.

F. The Contractor must demonstrate the system(s) to the State and its designated representatives. The purpose of the demonstration(s) is twofold:

1. Ensure that the system operates in the way that was agreed with the Contractor in the initial phases of discussion involving the functional requirements,
2. Familiarize staff with the operation of the system.

G. The Contractor must set up and demonstrate an operating version of the Image Capturing software. The Contractor must install and set up all communication links required to transfer data among the system components. The Contractor must ensure that all the system components are communicating properly.

H. The Contractor must perform the demonstration installation designed to exercise the entire system. The Contractor must allow the State to verify that all the features and functions that the Contractor proposed have been delivered and that they operate as set forth in the RFP and the Contractor’s proposal.

7.1.4.2 System Description and Overview

The following information must be provided for each component listed on the diagram in section 3.2.

A. Provide an overview of the hardware, software and related services that your company is proposing to provide in response to the DRIVER LICENSE/ID CARD RFP. Provide separate descriptions for the hardware/software/services associated with image/signature capture, storage and inquiry, and the hardware/software/services associated with ongoing production of DRIVER LICENSE/ID CARD documents. You must describe your proposed refresh strategy for any hardware, software, and associated peripherals required to ensure smooth operation of the DRIVER LICENSE/ID CARD System end-to-end. Describe your
company’s approach to insuring that all authorized DRIVER LICENSE/ID CARD documents are produced and only authorized DRIVER LICENSE/ID CARD documents are produced.

B. Provide an overview of the professional and systems integration services your company is proposing to provide to meet the requirements in the RFP. Include a description of your company’s proposed methodology for meeting the State’s needs.

C. Provide a schematic indicating how your company expects the DRIVER LICENSE/ID CARD System to interface with other systems and/or State business partners as necessary.

D. Provide a rollout plan that takes into consideration the acquisition and installation of the equipment necessary for the operation of the System at all sites. The Contractor must acquire and install all necessary third-party software and pay all licensing fees. The Contractor must develop a roll out plan based on a “phased in implementation” approach:

- Phase 0 – Pilot Phase (DMV test lab)
- Phase 1 – Regional Office rollout (4 sites)
- Phase 2 – Motor Vehicle Agencies (45 sites)

7.1.4.3 Supporting Processes

7.1.4.3.1 Auditing Reports

To ensure accountability within the DRIVER LICENSE/ID CARD System, the Contractor must provide a comprehensive proposal for an end-to-end audit/tracking capability. To protect against hacking, corruption, and fraud, the Contractor must provide the capability for the system to produce audit reports on routine basis, as well as, on demand.

The system must be able to create an audit trail of access to the system and maintain and protect such records from modification, unauthorized access, or destruction. The system must be able to record the following access, including but not limited to: log-on, log-off, inquiry, creation, deletion, opening and closing of files, and all actions by system operators, administrators, and security officers. For each recorded event, the audit record must identify: date and time of the event, user, type of event, and the success or failure of the event. For log-on, log-off, the origin of the request (including but not limited to, terminal/personal computer ID, IP address) must be included in the audit record. The Contractor must provide controls to ensure that transaction communications are safeguarded, and transactions are processed only for properly executed transactions from authorized users. Communications message validation must provide for control edits for message completeness, file and field formats, and control and authentication measures. The Contractor must have the ability to perform error checking to ensure integrity of transmitted data, including range checks for acceptable data fields and message format checks.
The system must also have the ability to provide historic audit information. Reports on images captured at each DMV location for each system, as well as, reports on use of card stock and other consumables.

A comprehensive list of reports and reporting frequency will be discussed and agreed to during the JAD sessions.

7.1.4.3.2 Testing Protocols and Acceptance Standards

The State intends to develop specific testing and acceptance protocols before implementing DRIVER LICENSE/ID CARD System for the State. These testing and acceptance protocols will be based on the approach outlined in Appendix D; and will be used to determine whether the contractor has met its development obligations under this contract. Please confirm your understanding of and agreement with the State’s approach as outlined in Appendix D. Please provide your proposed approach for supporting the State’s efforts.

7.1.4.3.3 Hardware Components

The Contractor must provide the State with Intel based hardware recognized in the Industry as a major manufacturer “state of the art” or equivalent (the State must determine equivalence). The State also reserves the right to purchase the equipment off an existing contract (i.e., Mini/Micro Contract) if it’s more cost effective to do so. The State can turn over that equipment to the Contractor (Government Supplied Material) for integration and implementation purposes. The Contractor’s cost proposals must take into consideration such arrangements and discount the price accordingly.

The Contractor certifies that all hardware provided to the State under the terms of this Contract is standard new equipment, and is the manufacturer’s latest model in production, with parts regularly used for the type of equipment offered.

7.1.4.3.4 Warranty Provisions

The State requires a warranty for the duration of the DRIVER LICENSE/ID CARD System contract. The warranty provided by your company must provide no-cost fixes for the duration of the contract. The warranty must cover integration issues as well as warranty for the hardware and software delivered in support of the DRIVER LICENSE/ID CARD System contract. Please confirm your company’s understanding and acceptance of this provision.

7.1.4.3.5 Maintenance and Support

The Bidder’s proposal must include a repair/maintenance plan that covers at a minimum the following items:
The number of service representatives available and their office locations in the State, with an explanation of how they will meet service requirements.

A description of the preventive maintenance procedures for both DMV and the contractor.

A frequency schedule for preventive maintenance by the Contractor.

A description of how parts supply and availability from both nearby and remote locations will be assured.

The proposed response time to emergency equipment repair calls for all contractor supplied equipment in all issuing agencies and offices.

Procedures, telephone numbers, call tree, problem escalation, and closeout for DMV authorized personnel to follow.

7.1.4.3.6 **System Security**

The Contractor must provide software for DMV to administer security of user IDs. The tool must provide the capability to specify and control user access that includes:

- Provision of security features for all modules proposed in response to the RFP requirements to protect the integrity of information files.
- Provision of the ability for user sign-on identifications with restricted biometric access into the system by table, screen and menu.
- Provision of viewing-only versus update access to screens and tables on a user-by-user basis (sign-on).
- Allowance of integrity constraints (which regulate the data which can be entered) to be defined at the table, screen or field level.
- Provision of a journal with date, time and location for all entries that add, change or delete any file or table entry by user sign-on.

For historical records, equipment inventory, files and table, provide the capability for:

- User controlled access to all menu selections.
- User menu selection to default to most limited.
- Provide log of sign-on and access violations to be limited to three (3) with system lockout after the third violation; identify the terminal/PC/IP address where violation occurred.
- Provide for inquiry only and update only menu access.

7.1.4.3.7 **System Documentation, Training, and Installation**

7.1.4.3.7.1 **Systems Documentation**

The Contractor must develop all program documentation for the System. All documents must be provided on CD-ROM. The project documents must be comprehensive in their coverage, contain an index, a table of contents and be well organized and presented. All pertinent project documents must be continuously
updated as modifications and enhancements are made to the system. New copies of software documentation must be provided in accordance with new software version releases, as they are released.

The Contractor must provide the State’s Project Manager with a copy of the complete system documentation, including but not limited to, the following items:

- Systems Administration Manual
- User Manual
- Pass through Manuals for acquired hardware, associated peripherals, and third party software
- Local Agency Operations Manual
- Source code, if applicable

Until final system acceptance, the Contractor must maintain 2 paper based documentation repositories that, at a minimum, contain all deliverable and work papers as well as a full electronic library of all manuals. The Contractor must be responsible for the maintenance of these repositories, including the filing of all documentation updates, until final system acceptance.

7.1.4.4 Project Management and Support

7.1.4.4.1 Project Management

The Division of Motor Vehicles (DMV) shall designate a Project Manager who will be responsible for the daily management of the activities under this RFP. The project manager should be a representative with at least 10 years experience. The Project Manager's responsibilities shall include, but are not limited to, the review of progress reports, review of tasks and deliverables and resolution of system design issues, and serve as the primary contact with the Contractor.

The Contractor is required to identify in their proposal one individual who will manage the project for the vendor and be responsible for all aspects of the Contractor’s performance in connection with all deliverables provided as a result of this RFP.

The Contractor must demonstrate in their proposal how they intend to utilize project management tools for the life of this project. Use of these tools must be in compliance with industry standards such as those employed under the Project Management Body of Knowledge (PMBOK) developed and maintained by the Project Management Institute (www.pmi.org) and at a minimum should include the following:

7.1.4.4.1.1 Project Change Order Form

The Contractor is required to develop and utilize a Project Change Order Form for the life of the project for all scope changes (in & out-of-scope). A sample of this form
should be included in the Contractor’s proposal. All scope changes must be submitted in advance to the State Project Manager for review and approval prior to beginning work.

7.1.4.4.1.2 **Change Control Log**

The Contractor is required to maintain a Change Control Log for the life of the project for all Project Change Orders. This log must be submitted to the State Project Manager as project change orders are recorded and in conjunction with the biweekly status reports.

7.1.4.4.1.3 **Project Status Reports**

The Contractor is required to provide the State Contract Manager with biweekly status reports on project progress, exceptions, scheduling and staffing. A sample format for this report should be included in the Contractor’s proposal. This biweekly status report must contain at least the following:

1.) A review of the progress made on the project during the reporting period.
2.) A narrative statement of the problems encountered and solved, the work accomplished, and deliverables scheduled and delivered.
3.) A narrative statement of problems encountered and unresolved with suggestions for resolution.
4.) For deliverable items scheduled, but not delivered, there must be a detailed explanation of the failure to meet the schedule, specific actions being taken to resolve any problems causing such failure, an estimated date of delivery and a statement of plans to preclude the reoccurrence of such failure.
5.) A report of the status of every task in progress during the reporting period, including actual hours expended by the contractor on each such task, within each of the work classification levels.
6.) A statement reflecting the project plan schedule for the subsequent two weeks and any anticipated problems in completion of the two week schedule and any other impact on any other deliverable.
7.) At the satisfactory completion of the project, generation of a Project Closeout Report.

7.1.4.4.1.4 **Common Project Management Software**

The Contractor is required to maintain project management software in conjunction with the State Project Manager for reporting and tracking purposes. This software must be compatible with Microsoft Project.

7.1.5 **COST PROPOSAL (CHAPTER 5)**

All pricing information is included on Attachment #6 in volume 2 of the RFP.
7.1.6 **FORMS (PROPOSAL CHAPTER 6)**

All forms to be included in this section are contained in Volume 2 of the RFP and outlined in Section 4.4.1.

7.2 **OTHER PROPOSAL GUIDELINES**

7.2.1 **ADEQUATE RESPONSIBILITY OF PROPOSALS IS VENDOR RESPONSIBILITY**

The bidder assumes sole responsibility for the completion of this RFP. No special consideration shall be given after bids are opened because of a bidder’s failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has understood, from its own investigation, of all of the requirements of this RFP, and responded accordingly.

7.2.2 **PREPARATION COSTS BORNE BY VENDOR**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

7.2.3 **SUBCONTRACTORS AND MANUFACTURER GUARANTEE**

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor’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.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder must 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.

The bidder must provide documented experience demonstrating 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.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition and shall be responsible for informing subcontractors of all terms and conditions of this RFP.
In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor’s qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Project Manager for consideration. If the State Project Manager approves the request, the State Project Manager will forward the request to the Director of the Division of Purchase and Property for final approval. No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director of Purchase and Property.

The Contract cannot be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the Contractor of any of Contractor responsibilities under the Contract. Nothing contained in the specifications shall be construed as creating any contractual relationship between and subcontractor and the State.

In the event the Contractor has provided Products other than of their own manufacture, the State shall allow the Contractor, as Prime Contractor, to subcontract to provide the necessary System Products and obtain the appropriate warranties relating thereto to ensure compliance with the warranty and maintenance provisions of this Contract. Moreover, the Contractor shall have the continuing obligation to identify all of its subcontractors and provide the State with copies of all agreements with said subcontractors, with the exception of the financial terms thereof.

In the event either party has an objection to the assignment of personnel of a subcontractor, the party shall file the objection in writing with the reasons enumerated therefore. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. This provision shall not be deemed to give the State the right to require the Contractor to terminate any Contractor employee or subcontractor; it is intended to give the State only the right to recommend that the Contractor discontinue using an employee or subcontractor in the performance of services rendered under this Contract.

8.0 PRICE SHEET(S) AND SUPPORTING DETAIL

All pricing information is included on Attachment #6 of the RFP and included in Volume 2.

9.0 EXHIBITS/ATTACHMENTS

All attachments and appendices are included in Volume 2 of the RFP. Standard Purchase Bureau Terms and Conditions are included at the end of this volume.
PURCHASE BUREAU STANDARD TERMS & CONDITIONS

These terms and conditions, as well as other standard forms included in Volume 2, are available for printing at the following URL.

http://www.state.nj.us/treasury/purchase/forms/forms.htm#standard