STATE OF NEW JERSEY
MOTOR VEHICLE COMMISSION

ADVERTISEMENT FOR A BUSINESS OPPORTUNITY

DEALER SERVICES PROGRAM

Date Issued: April 9, 2007
1. PURPOSE

The New Jersey Motor Vehicle Commission (NJMVC) is advertising a business opportunity to service new car and truck dealerships in the State of New Jersey. The business opportunity will be known as the “Dealer Services Program.” The focus of the service will be to develop an efficient means by which licensed new car and truck dealers who subscribe to this service can have their customer’s motor vehicle registration and title transactions completed in an expeditious manner. The Dealer Services Program replaces the existing ‘Dealer–Only Agent’ contract. This Dealer Services Program advertisement is a non-exclusive business opportunity for vendors throughout the State.

The purpose of this advertisement is to solicit proposals from qualified vendors to provide all services outlined in the Scope of Work Section. The intent of this advertisement is to award a three-year agreement with the option for two one-year extensions to selected vendors whose proposals best meet the requirements of the Dealer Services Program. Successful applicants will be known as Program Providers under the Dealer Services Program.

Program Providers shall receive no compensation from NJMVC for processing Motor Vehicle transactions authorized within this Dealer Services Program. The Program Provider shall be entitled to charge participating dealers reasonable fees for such services. It is anticipated that Program Providers be fully operational by July 1, 2007.

2. BACKGROUND

The Program Providers will serve as a processing center for motor vehicle transactions for participating new car and truck dealers. The Dealer Services Program will address the need for timely pickup, tracking, processing and delivery of motor vehicle transactions and documents for new car and truck dealers who subscribe to this service. The Program Provider will be responsible for transporting motor vehicle transactions and related inventory to and from new car and truck dealer locations. The Program Provider is not required to process a minimum number of transactions during the term of this Agreement.

Presently, there are approximately 1,100 new car and truck dealers licensed to sell or lease new and used automobiles and trucks in New Jersey. Each dealer has the option to utilize any or all of the following three methods for processing motor vehicle transactions: (1) the Dealer Online Service Program; (2) any of the 45 NJMVC agencies; or (3) the Dealer Services Program (the topic of this advertisement). The existing dealer agent process, which is being replaced by this advertisement, shows a completed transaction/item count of 483,988 in 2005 and 467,651 in 2006.
3. SCOPE OF WORK

NJMVC is seeking the services of qualified vendor(s) whose approach/solutions reduce the turn-around time for processing motor vehicle customer transactions for new car and truck dealers, while improving the overall efficiency of dealer customer services.

The Program Provider will be authorized to issue registrations, titles, license plates, process foreign titles, issue new car and truck inspection decals/inserts, collect surrendered license plates and applicable fees and taxes, and submit deposits electronically in accordance with the instructions of the NJMVC. The Program Provider shall perform all services covered by the Dealer Services Program Agreement in accordance with Title 39 of the New Jersey Statutes and the laws and regulations of the State of New Jersey, while adhering to the policies and procedures as set forth by the NJMVC. The Program Provider must also comply with the requirements of both the Federal and New Jersey Drivers’ Privacy Protection Act (”DPPA”), 18 U.S.C. § 2721 et seq. and N.J.S.A. 39:2-3.3 et seq. in performing these services and any other laws or regulations governing the transaction of motor vehicle business.

In addition, the Program Provider agrees to meet the following operational requirements:

a. Program Provider shall provide services to and enter into legal agreements with licensed new car and truck dealers wishing to participate in the Dealer Services Program. The Program Provider shall service all new car and truck dealers equally in terms of availability of service.

b. Program Provider must maintain participating dealer files, including a copy of each participating dealer’s license, leasing company Power of Attorney (POA) forms and courier authorization letters.

c. Program Provider shall ensure the efficient, secure and accurate delivery of documents and NJMVC inventory at a minimum of twice a week from participating dealerships. The courier service must be able to track documents to determine the status of the deliveries at any point in time.

d. The Program Provider is responsible for the professional quality, accuracy, security and timely completion of all services required under the Dealer Services Program. The Program Provider must provide a three (3) workday turnaround time for the processing of transactions submitted by participating new car and truck dealers. The Program Provider may not utilize any of the NJMVC agency locations to process dealer transactions.

e. All monies collected by the Program Provider for providing and administering the Dealer Services Program must be electronically transferred to the NJMVC’s designated bank account by the next business day.

f. The Program Provider shall be responsible for payment of salaries and benefits for its employees, workers’ compensation, liability insurance, bonding, necessary office supplies and equipment, excluding system components, including telephones, fax and copy machines, and other day-to-day expenses connected with the operation of the Dealers Services Program.
g. The Program Provider shall be responsible for safeguarding and accounting for all NJMVC control-numbered documents and inventory, transactions and funds associated with the Dealer Services Program.

h. The Program Provider shall be open for business a minimum of 40 hours per week between the hours of 9 a.m. and 5 p.m., Mondays through Fridays. Hours of operation shall be prominently posted on the doors to the facility.

i. Program Provider shall respond to transaction-related inquiries received from participating new car and truck dealerships on a daily basis.

j. Program Provider shall conduct training seminars on motor vehicle transaction processing for employees of participating dealerships. The Program Provider shall inform new car and truck dealers of any changes in NJMVC policies and procedures affecting the Dealer Services Program.

k. Program Provider shall conduct self-assessments of all transaction processors to monitor performance and accuracy of completed transactions.

Staff Requirements

The Program Provider shall maintain sufficient staff capable of providing prompt, efficient, courteous and professional service to participating new car and truck dealers. Personnel hired by the Program Provider for the Dealer Services Program shall perform only those services required or permitted under the Dealer Services Program Agreement. The Program Provider must maintain sufficient staff to provide a three (3) workday turnaround time for the process of transactions submitted for processing by participating new car and truck dealers. All employees will be required to undergo fingerprint and background checks prior to beginning employment with the Program Provider, which cost shall be at the Program Provider’s expense.

A full-time manager must control and supervise all daily activities for the Dealer Services Program. The manager shall be present and performing his/her duties on a full-time basis (except for vacation and sick time) for a minimum of 40 hours a week during normal business hours.

The Program Provider shall suspend the employment of any person charged with a crime specified in N.J.S.A. 2C:51-2 pending disposition of said criminal charge and shall not employ any person who has either been dismissed by the NJMVC for cause or who would be disqualified from holding employment with the State.

Facilities and Location

The Program Provider must obtain and utilize office space in the State of New Jersey suitable for performing the Dealer Services Program. The building must be a separate and secure facility consisting of approximately 3,000 square feet, and the facility must have a separate secure location for NJMVC inventory. The facility must comply with all State and municipal building codes. All costs incurred by the Program Provider in purchasing, leasing or renting the premises shall be borne solely by the Program Provider. If the premises are shared by other business(es), the Dealer Services Program shall be physically segregated from the areas associated with the
other business(es). The Program Provider shall not move its established location without the advance written approval of the Chief Administrator.

In addition, the facility must be equipped with:

a. Fire alarms, an automatic sprinkler system and fire extinguishers;
b. Security system, including security cameras;
c. A secure climate-controlled computer room;
d. A receptionist area;
e. Employee work stations;
f. A manager’s office;
g. Restroom facilities;
h. Janitorial facilities; and
i. Data communication lines/wiring to integrate with the NJMVC system.

4. NJMVC RESPONSIBILITIES

NJMVC shall be responsible for the following:

a. The NJMVC is responsible for supplying, installing, maintaining, supporting and integrating all system-related components (hardware and software) at the Program Provider’s facility. Complete installation includes, but is not necessarily limited to, personal computers, printers, Escala Agency system, racks, circuits, switches/routers and user licenses.

b. The NJMVC will establish an initial training of the NJMVC system. Training will be conducted either onsite or at the NJMVC. It will include the necessary information for employees to operate and manage the system.

c. The NJMVC will supply and deliver all necessary MVC required forms/applications and control-numbered inventory to the Program Provider.

d. The NJMVC shall designate a Contract Administrator who will be responsible for oversight of the Dealer Services Program agreement.

e. The NJMVC will supply support to the Program Provider via the Agency Helpline, Database Corrections and Agency Operation Units.

5. PROPOSAL PREPARATION AND SUBMISSION

General

The applicant is advised to thoroughly read and follow all instructions contained in this advertisement for professional services.

The applicant assumes sole responsibility for the complete effort required in this advertisement for professional services. The NJMVC assumes no responsibility and bears no liability for costs incurred by applicants in the preparation and submittal of proposals in response to this advertisement. The applicant represents that it can meet the requirements of the Dealer Services
Program. The applicant further accepts all duties in accordance with Title 39 of the New Jersey Statutes, and all applicable rules, regulations, instructions and performance standards. If a joint venture is submitting a proposal, the agreement between the parties submitting the joint venture should be submitted. All proposals are public records and are available for public inspection, excluding any details which are exceptions under the New Jersey Open Public Records Act.

Questions and Inquiries

The NJMVC will accept written questions and inquiries from all potential vendors receiving this advertisement. Short procedural inquiries may be accepted by telephone. The cutoff date for submission of written questions is April 17, 2007. Written questions may be mailed or e-mailed to:

The Division of Procurement  
New Jersey Motor Vehicle Commission  
Attention: Donna Winkler  
225 E. State Street, PO Box 135  
Trenton, NJ 08625-0135  
Donna.Winkler@dot.state.nj.us  
Phone: (609) 292-0920  
Fax: (609) 984-1309

Document Review Room

The NJMVC has established a document review room to provide vendors with the opportunity to review NJMVC transaction-related documents, screen layouts and procedures manuals. The document review room is located at the New Jersey Motor Vehicle Commission, 225 East State Street, Trenton, New Jersey. Vendors must first contact Donna Winkler at the above phone number to schedule an appointment. No cameras will be permitted to be used in the document review room. Any costs associated with copying documents will be at the applicant’s expense.

Proposal Content and Submission

All interested parties must submit an original and five (5) copies of their proposal to NJMVC at the above address no later than 2:00 p.m. on May 7, 2007. The required information has been determined to be essential in the selection and award process. Insufficient detail may result in a determination that the proposal is materially non-responsive. Any requirements which the applicant cannot satisfy must be identified in the applicant’s proposal. The proposal must include the following:

a. Cover Letter

The cover letter and forms must be signed by a duly authorized officer or executive of the company and contain the following information:

(a) Identification of the applicant;
(b) Confirmation that the Proposal is submitted in response to this advertisement;
(c) Identification of the various parts of the proposal;
(d) Identification of the name, mailing address, fax number, and telephone number of a representative who is authorized to accept notices and other communications from
and respond to inquiries from the NJMVC and its representatives concerning their proposal;
(e) Such other introductory information as the applicant wishes to provide, with the provision that such information must be brief and will not be subject to evaluation except for a review of its responsiveness to the requirements of the Dealer Services Program; and
(f) Duly completed ownership disclosure and affirmative action forms.

b. Executive Summary

The applicant shall set forth its overall approach and plans to meet the requirements of the advertisement in a narrative format. This narrative should demonstrate to the State that the applicant understands the objectives of the Dealer Services Program and the level of effort necessary to successfully complete the requirements of this proposal.

The proposal should be designed to convince the NJMVC that the applicant’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, appropriate and that the applicant’s proposal will lead to successful operations.

c. Experience and Expertise

This section should describe how your previous background and business experience would help you as Program Provider. Applicants must present evidence of the necessary experience and abilities required for this Dealer Services Program as demonstrated by the successful completion of similar contracts, which can be confirmed through verifiable references. The applicant will be evaluated on range of experience and on the quality of the references received.

d. Business Plan

The applicant shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers. The applicant shall also include an organizational chart, with names showing management, supervisory and other key personnel. The chart shall, at a minimum, include the title of each such individual.

The current overall Business Plan shall also include, but not be limited to, the following:

(a.) A description of the business. This section should include a detailed and thorough explanation of your business, including detailed business days/hours; a facility layout; the number of staff; a description of the unique aspects of your business and how they will appeal to dealerships; your goals and objectives to identify why you aspire to be a Program Provider; and the benefits of your service. The applicant must provide its proposed schedule of delivery service to and from new car and truck dealerships, which must be no less than twice a week, and a description of the professional delivery and tracking service that will be used. In addition, an inventory security plan must also be provided.

(b.) A marketing plan and pricing strategy. This section should include how you would advertise and promote the Dealer Services Program and provide supporting detail for your proposed pricing strategy.
(c.) Management plan. Resumes must 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 the Dealer Services Program. Resumes should clearly identify previous experience in completing similar services.

(d.) Location of applicant’s New Jersey office. This section should include a facilities plan and drawings, describe whether the building is leased or owned and why the location is desirable. The location should be strategically located to service all new car and truck dealers throughout the State.

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

6. CONTRACTUAL TERMS AND CONDITIONS

Service Fee

The NJMVC will assess a service fee of $2,085 per month to offset the cost of providing equipment, maintenance, support and connectivity. The NJMVC reserves the right to increase this fee annually upon 30-day written notice to the Program Provider.

Correction Fee

The NJMVC reserves the right to assess a correction fee if it determines that any transactions processed by the Program Provider under this Advertisement are unacceptable due to errors, omissions, or failures to comply with the policies and procedures established by Title 39 of the New Jersey Statutes. The correction fee will correlate to the actual cost for the State to review and correct the transaction.

Performance Bond

The Program Provider shall maintain, at its own expense throughout the term of this Agreement, a bond that will indemnify NJMVC for any loss it incurs as the result of unfaithful performance by the Program Provider, a Participating Dealer or any agents or employees of either. Such bond shall be in the amount of $200,000 and shall be issued by a company licensed to issue surety bonds in the State of New Jersey. The bond shall be subject to the approval of NJMVC and shall provide for thirty days’ written notice to NJMVC prior to cancellation. A copy of the bond and each renewal or amendment thereto shall be provided to NJMVC’s contact person within five business days of issuance. The Program Provider shall reimburse NJMVC for any losses incurred by NJMVC in excess of bond coverage within thirty days of receipt of a written demand from NJMVC.
Worker’s Compensation Insurance

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

General Liability Insurance

The Program Provider shall procure and maintain commercial general liability insurance in a per occurrence amount of not less than $1,000,000 for bodily and personal injury and for property damage, also naming the State of New Jersey and its officers and employees as “additional named insurers.” Such insurance shall provide for a thirty-day written notice to the Chief Administrator prior to cancellation. Proof of such insurance and each renewal or amendment thereto shall be provided to NJMVC within five business days of issuance.

Indemnification

The Program Provider has an 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 Program Provider under the contract caused by negligence or willful misconduct of the Program Provider, and the Program Provider’s breach of its obligation of confidentiality.

Contract Term and Extension/Amendment Option

The term of the agreement with the NJMVC shall be for a period of three (3) years from contract award date with two (2) additional one-year (1) extension options (five years in total). The contract may only be extended by mutual written consent of the Program Provider and the Chief Administrator.

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 Program Provider and the Chief Administrator.

MVC reserves the right to clarify or revise the Program, such clarification or revision will be by addendum. Any addendum to the Dealer Services Program shall become part of the any contract resulting from this advertisement.

This Advertisement for Professional Services shall not be construed as to limit the authority of the Chief Administrator or the NJMVC to reorganize its operations in any way authorized by Title 39, any amendments thereto or otherwise by law.

Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Program Provider to continue services, if requested by the Chief Administrator, until new services can be completely operational. The Program Provider acknowledges its responsibility to cooperate fully with the NJMVC to ensure a smooth and timely transition. Such transitional
period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof.

Subcontractor Requirements

If it becomes necessary for the Program Provider to substitute and/or add a subcontractor, the Program Provider must identify the proposed new subcontractor and the work to be performed. The Program Provider shall have sole responsibility for all payments to any subcontractor(s), if applicable. The Program Provider must secure the written consent of the Chief Administrator or designee prior to entering into any subcontract. The written consent for subcontracting of any services by the Chief Administrator in no way relieves the Program Provider of its full obligations. The Program Provider shall be responsible for all services performed by the subcontractor.

Ownership of Material & Data Confidentiality

All data, materials gathered, originated, developed, prepared, used or obtained in the performance of this advertisement shall be and remain the property of the NJMVC. The Program Provider is required to use reasonable care to protect the confidentiality of such data.

News Releases & Advertising

The Program Provider 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 Chief Administrator. The Program Provider shall not solicit participation in the Dealer Services Program at the Motor Vehicle Agencies.

Claims and Remedies

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, Program Provider 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 Chief Administrator’s final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

NJMVC’s Option to Issue Stop Order

The NJMVC reserves the right to suspend work or to discontinue the Program Provider’s participation in the Dealer Services Program.

Additional Services/Special Projects

The Program Provider shall obtain the written approval of the Chief Administrator before selling or otherwise making available for a fee any item or service to participating dealers.

In addition, the Program Provider must submit a written proposal for special projects and must obtain written approval from the Chief Administrator prior to their implementation.
7. PROPOSAL EVALUATION/CONTRACT AWARD

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. Applicants may be required to give an oral presentation to the Selection Committee concerning its proposal.

- The applicant’s description of how its previous background and business experience would be of benefit to the Dealer Services Program and the NJMVC.

- The applicant’s demonstrated ability, experience, and record of accomplishment in successfully completing contracts involving document transactions in a secure environment. The qualifications and experience of the applicant’s management, supervisory or other key personnel assigned to the contract will be critical.

- The applicant’s proposed solution for producing secure transactions, safeguarding information and inventory, and processing transactions at the most reasonable cost to participating dealers.

- The applicant’s approach/solutions in improving customer service, reducing turnaround time and improving overall efficiency of dealer operations, while meeting the requirements of the Scope of Work outlined in Section 3.

- The applicant’s plan for accelerating the implementation process without compromising quality of product and service.

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

- The adequacy of the facility specifications and location as determined by a site visit or a plan review.

Selection Committee

Proposals will be evaluated by a Selection Committee composed of five staff members of the Motor Vehicle Commission.

Contract Award

The contract shall be awarded with reasonable promptness by written notice to those responsible applicants whose proposal, conforming to this advertisement, will be most advantageous to the NJMVC. Any or all proposals may be rejected when the Chief Administrator determines that it is in the public interest so to do.