Bid Solicitation # 25DPP01124

T2466 Enhanced Digital Driver's License (EDDL) and Central Issuance

	Date	Time
Due Date For Electronic Questions Refer to Bid Solicitation Section 2.1 for more information.	3/17/2025	2:00 PM
Optional Pre-Quote Submission Conference Refer to Bid Solicitation Section 2.5 for more information.	2/27/2025	10:00 AM
Optional Site Visit Refer to Bid Solicitation Section 2.4 for more information.	2/25/2025	10:45 AM - 11:15 AM
Quote Opening Date Refer to Bid Solicitation Section 3 for more information.	8/6/2025	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.
All changes will be reflected in Bid Amendments to the Bid Solicitation posted on www.njstart.gov.

SET-ASIDES	
Small Business Set-Aside **For Goods and Services:** ☒ I ☒ II ☒ III **For Construction:** ☐ IV ☐ V ☐ VI	☐ Not Applicable ☐ Entire Contract ☐ Partial Contract ☒ Subcontracting Only ☐ Preference
Disabled Veteran-Owned Business Set-Aside	☒ Not Applicable ☐ Entire Contract ☐ Partial Contract ☐ Subcontracting Only ☐ Preference

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

On Behalf of:
State of New Jersey
Motor Vehicle Commission

Date: 6/11/2025

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (2/8/2024)
ATTACHMENT 2 – Standard Procurement Forms Packet
ATTACHMENT 3 – State-Supplied Price Sheet

1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION

This Bid Solicitation is issued by the Department of the Treasury, Division of Purchase and Property (Division), Procurement Bureau, on behalf of the New Jersey Motor Vehicle Commission (MVC). Quotes submitted in response to this Bid Solicitation shall be through the State of New Jersey's eProcurement system, ***NJSTART***. Bidders are advised to thoroughly read all sections of this Bid Solicitation and follow all instructions.

Bidders are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information. Bidders should utilize the QRGs before attempting to submit a Quote through ***NJSTART***. It is the Bidder's responsibility to ensure that the Quote and attachments have been properly submitted. Inquiries concerning the use of ***NJSTART*** may be directed to njstart@treas.nj.gov. The Division will not respond to substantive questions related to the Bid Solicitation or any other Contract via this email address.

1.1 PURPOSE, AND INTENT AND BACKGROUND

The purpose of this Bid Solicitation is to solicit Quotes for a Cloud-based Enhanced Digital Driver's License (EDDL) System. The State intends to utilize professional services, functional proficiencies, and technical expertise provided from this Bid Solicitation to create a new EDDL System. Additionally, the awarded Contractor must sustain all current EDDL System capabilities, efficiency, security enhancements, manufacturing, production, and distribution at present MVC operational levels while development, testing, and implementation of the new System is conducted and the System is replaced in its entirety.

The new EDDL system proposed and provided by the awarded Contractor must fulfill all requirements for multiple key elements within the following four (4) core components:

1. Image Capture Application (ICA);
2. Central Issuance (CI) and Over-the-Counter Card Issuance System (OTCCIS);
3. Central Image Repository (CIR) and Image Retrieval System (IRS); and
4. Image Management System (IMS).

It is the intent of the State is to award a Contract to that responsible Bidder whose Quote, conforming to this Bid Solicitation is most advantageous to the State of New Jersey (State), price, and other factors considered. The State may award any or all price lines and reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term when deemed by the Division Director (Director) to be in the State's best interest.

This procurement is a Small Business Subcontracting Set-Aside. Please see Bid Solicitation Section 3.13.18.1 for more information.

The State of New Jersey Standard Terms and Conditions (SSTCs) included with this Bid Solicitation will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the services under T2466 Enhanced Digital Drivers License (EDDL) and Central Issuance. Bidders interested in reviewing the expiring Contract's specifications and pricing information may do so by following the instructions below. Bidders should not rely upon or use data or information from the expiring Contract when preparing a response to this Bid Solicitation as this Bid Solicitation addresses the State's current requirements.

- Go to: www.njstart.gov
- Select "Active Blankets"
- In the search bar, select "Blankets" from the drop down menu
- Enter T2466 and click " "
- The current Contract list will appear under "Results"

1.2.1 CURRENT PROGRAM BACKGROUND

The MVC currently operates a total of 46 Agency and Regional Service Center (RSC) Locations, including one (1) Management Operations System, one (1) Department of Corrections System, and one (1) System that is utilized by New Jersey State Police. MVC recently added four (4) Mobile Agency Units (MAUs) capable of performing all typical MVC Agency in-person transactions. MAUs are fully functional and deployable on demand to any location within the State. Collectively, at present, the MVC Management Operations System (MOS), MVC RSCs, Agencies, and MAUs utilize 360 Image Capture Stations (ICA) to process MVC walk-in customers. MVC expects to improve and expand its EDDL and image capture technology and system capabilities, increase the number of workstations, and reduce physical demand for workspace at each Agency service window with equipment upgrades under a Contract resulting from this Bid Solicitation.

Agency over-the-counter (OTC) transactions typically include, but may not be limited to, the processing and issuance of Driver's Licenses (DL) and ID cards. RSCs process all typical Agency OTC transactions and manage more complex State motorist and MVC business transactions, such as, but not limited to, license suspensions and restorations, surcharge payments, and hearings. MVC also currently supports both an online and mail-in application renewal process for those qualified customers meeting certain State requirements. Both online and mail-in application types will continue to be fulfilled and returned directly to the customer from the Contractor's Central Print Facility (CPF) via USPS mail or similar carrier with shipment tracking capabilities.

MVC issues valid Enhanced Digital Driver's License (EDDL) identification utilizing a Six-Point (6 Pt) identification verification in cooperation with the federal Social Security Administration (SSA), Department of Homeland Security (DHS), and US Citizenship and Immigration Services (USCIS). The State currently generates over seven (7) million Driver's Licenses (DL) and Identification Cards (ID Cards) on a four (4) year license renewal cycle. An average of 1.5 million licenses are issued annually. Approximately 1 million change requests are also processed each year. However, due to a necessary 2020 security change, NJ driver licenses are no longer printed in person. NJ State driver's licenses renewed online or at an Agency location are centrally processed, issued, printed, and mailed to the license holder.

The current MVC DL System capabilities include:

A. Image Capture System (ICS) and Image Retrieval System (IRS);
B. Central Image Repository (CIR) Database;
C. Facial Recognition (FR) with enrollment and verification capabilities. FR verification requires one (1) or more validation gateways to create a stopgap process where an image failure shall trigger a system flag or stop. Gateways serve as network entry and exit points as all data points must be validated to "pass-through" the gateway prior to routing for further processing;
D. Central Issuance (CI) to support DL print and mailing capabilities;
E. Fee collections associated with preceding business transactions and revenue, which are forwarded to the State of New Jersey Department of Treasury, Division of Revenue and Enterprise Services (DORES); and
F. Administration of various programs including accounting and funds transfers for various State, federal, and international programs.

The projected scope of work and EDDL system enhancements anticipated from any Contract award resulting from this Bid Solicitation are in addition to current MVC Agency and RSC services and generally expected to include, but will not necessarily be limited to:

G. Real ID compliant license issuance (Link: https://www.dhs.gov/real-id);
H. Issuing secure, non-driver identification cards (ID cards);
I. Online DL renewal and duplicate DL replacement services;
J. Voter and organ donor registration capabilities;
K. Integration with current MVC applications, including mainframe applications;
L. Information exchange with State and federal governmental entities, business agencies, law enforcement, and investigative and public safety authorities;
M. ITA (Issuance Tracking Application) which allows MVC to track licenses from creation to factory mailing; and
N. Providing scalable expansion capabilities to meet legislative requirements due to changes in legislation with additional updates and changes to DL and ID card types such as adding a Veteran's Gold Star or similar meritorious designation.

Note:

1. DL renewal service provides the MVC customer with a new DL expiration date;
2. However, duplicate DL replacement does not provide the MVC customer with a new DL expiration date.

Collectively, the operational components detailed within this Section must continue to support all current federal and State Real ID compliance obligations. Current State standard browser requirements include Microsoft Edge, Firefox, and Chrome. MVC envisions future system requirements to include full integration of all components, on-call web services/API, and open web browser capabilities. Any Contract resulting from this Bid Solicitation must provide a flexible, scalable solution to meet future MVC system requirements as identified during the Contract term.

1.2.1.1 CURRENT IMAGE CAPTURE SYSTEM (ICS), IMAGE RETRIEVAL SYSTEM (IRS), IMAGE MANAGEMENT SYSTEM (IMS) and CENTRAL IMAGE REPOSITORY (CIR) ENVIRONMENT

The Image Capture System (ICS) serves MVC Agencies and RSCs by capturing digitized photo and signature images and transmitting the images and information necessary to print DL and ID cards to the CIR. The ICS capabilities include detailed data transmittal status,

error messaging, and all information necessary to diagnose and repair network or communication problems between the ICS and its Motor Vehicle Comprehensive System (COMP). ICS consists of all equipment required to electronically capture, temporarily store, and securely transmit the applicant's digitized image, signature, and necessary biographic information to the Central Image Repository (CIR).

The Image Retrieval System (IRS) and CIR are utilized by authorized MVC departments and employees as well as the State Division of Elections and New Jersey State Police to retrieve images and signatures stored within the CIR along with relevant biographical information from the COMP. Several MVC systems utilize the CIR and IRS for image retrieval and display for record verification.

MVC DL and ID card application processes are initiated by Image Capture (IC) digitized photo procedures and transaction processing. The ICS electronically transmits captured digitized images, signatures, and required biographic information to the CIR in real-time. The ICS initiates a system call to the Facial Recognition System (FRS) at Image Capture to ensure the captured ICS image has sufficient quality for image storage, validate that the image belongs to the appropriate person, check for duplicates, and fully execute any additional ID checks performed by the FRS. Following the completion of transactions, the system generates a temporary driving document for DL and specific permit transactions, as well as a receipt for the ID transactions. The central processing system then generates a DL and ID card which are then printed and mailed to the licensee or ID applicant. The existing application includes a tracking application (ITA) which allows for tracking records from creation to mailing. The application allows provisioned MVC employees administrative processes to reprint licenses, send records to the print factory, and void printing of specific records. A minimum of two (2) ICS stations are currently located within each MVC licensing processing center.

1.3 CONTRACT AMOUNT

The estimated amount of the Contract, if stated, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order.

1.4 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; (5) a Bidder's Best and Final Offer, (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, shall be as listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions shall prevail.

1.5 INTRASTATE COOPERATIVE PURCHASING

Not applicable to this procurement.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Bidders via the "Q&A" Tab of the Bid Solicitation in ***NJSTART***. Questions should be directly tied to a Bid Solicitation Section, the State-Supplied Price Sheet, Form or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover page. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment.

A Bidder shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to Contract award.

2.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s).

2.3 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded. Bid Amendments will be posted as a file attachment on the "Summary" page of the Bid Solicitation in ***NJSTART*** after the cut-off date.

There are no designated dates for release of Bid Amendments. Those Bidders who are on the bid holder list either through commodity code registration in ***NJSTART*** or by acknowledging the bid in ***NJSTART*** should receive notification of any Bid Amendment(s). If a Bidder is not on the bid holder list, Bid Amendments are still viewable on the "Summary" page of the Bid Solicitation in ***NJSTART***.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement. An interested Bidder should check the ***NJSTART*** "Open Bids" Tab on a daily basis to ensure review of the most updated information.

2.4 OPTIONAL SITE VISIT

An Optional Site Visit is scheduled for this procurement on the date and time indicated on the Bid Solicitation cover sheet. The location of the Optional Site Visit will be as follows:

MVC Trenton Regional Service Center
120 South Stockton St.
Trenton, New Jersey 08611

An attendee may represent only one (1) potential bidding entity. The Optional Site Visit may be recorded.

No questions or inquiries will be accepted or answered during the optional site visit. All questions must be submitted through the Questions and Answer process.

2.5 OPTIONAL PRE-QUOTE CONFERENCE

The date and time of the Optional Pre-Quote Conference is indicated on the Bid Solicitation cover sheet. Attendees may attend the Optional Pre-Quote Conference with the following call-in details:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 288 444 900 306

Passcode: Xz9wX3me

Dial in by phone

+1 856-338-7074,,613553765# United States, Camden

Find a local number

Phone conference ID: 613 553 765#

For organizers: Meeting options | Reset dial-in PIN

The Optional Pre-Quote Conference may be recorded.

The purpose of the Optional Pre-Quote Conference is to address procedural questions regarding the Bid Solicitation and Bidder Quote Submission Requirements only. No substantive questions regarding the Bid Solicitation Scope of Work will be accepted or answered during the pre-Quote conference. All questions are to be submitted during the Electronic Question and Answer Period.

2.6 PRE-QUOTE DOCUMENT REVIEW

Not applicable to this procurement.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received electronically by the Division's Proposal Review Unit, through ***NJSTART***, by the required date and time.

The date and time of the Quote opening are indicated on the Bid Solicitation cover sheet and on the "Summary" Tab of the Bid Solicitation webpage within ***NJSTART***. If the Quote opening deadline has been revised, the new Quote opening deadline will be shown on the posted Bid Amendment and on the "Summary" Tab of the Bid Solicitation webpage within ***NJSTART***. Quotes not received prior to the Quote opening deadline shall be rejected.

Quotes will be publicly opened and announced by telephone conference on the date and time of the quote opening.
(Dial-in phone number: 888-204-5984 / Access code: 2602305)

When submitting a Quote through ***NJSTART***, do not use any symbols (i.e., #, @, $, &, *) in the filename as this may prevent the Quote from being properly uploaded. Uploaded files must be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

When uploading the documents to ***NJSTART***, the Bidder should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through ***NJSTART***. Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Bidder's designation of the attachment as exempt from public disclosure under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.

3.3 ANNOUNCEMENT OF QUOTE INFORMATION

On the date and time Quotes are due under the Bid Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except otherwise noted:

A. Information appropriately designated as proprietary and/or confidential in a Bidder's Quote shall not be available for inspection and copying; and
B. Where negotiation is contemplated, only the names and addresses of the Bidders submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

3.4 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Bidder may withdraw its Quote as described below.

3.5 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

A Bidder may withdraw its Quote submission in ***NJSTART*** prior to the Quote opening; however, Bidders should note that while withdrawn ***NJSTART*** Quotes remain viewable by the Bidder on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Contract award. The Bidder may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Bidders may refer to the QRG "Submit a Quote" for additional instructions.

3.6 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD

If, after the Quote opening, but before Contract award, a Bidder discovers an error in its Quote, the Bidder may make a written request to the Procurement Bureau to withdraw its Quote, from consideration for award. If the Bidder's request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Bidder's offer, the request shall be granted. Evidence of the Bidder's good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Contract resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Contract; and that the mistake occurred notwithstanding the Bidder's exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Bidder may request to withdraw its Quote and the Director may in his/her discretion allow said Bidder to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Quotes.

The Quote withdrawal request must include the Bid Solicitation Number, Bid Solicitation Title, and the Quote submission date and should be sent to Procurement.Bureau@treas.nj.gov.

If, during a Quote evaluation process, an obvious pricing error made by a potential Contract awardee is found, the Director or his/her designee shall issue written notice to the Bidder. The Bidder will have up to five (5) Business Days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

3.7 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in *Bid Solicitation Section 3 – Quote Submission Requirements*.

3.8 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement

3.9 DISABLED VETERANS' BUSINESS SET-ASIDE CONTRACT

Not applicable to this procurement.

3.10 BID SECURITY

Not applicable to this procurement.

3.11 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Quote or on the "Terms and Conditions" Tab through ***NJSTART***.

3.12 QUOTE CONTENT

The Quote should be submitted with the attachments organized in the following manner:

- Forms
- Technical Quote
- State-Supplied Price Sheet
- State of New Jersey Security Due Diligence Third Party Information Security Questionnaire
- Oral Presentation Materials

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.13 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms. As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in ***NJSTART*** on the "Terms and Categories" Tab within the Vendor Profile. Those forms that may be completed on the ***NJSTART*** "Terms and Categories" Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs "Vendor Forms" and "Attaching Files" for additional instructions. VENDOR QUICK REFERENCE GUIDES

3.13.1 OFFER AND ACCEPTANCE PAGE

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

3.13.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.
NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this form online in ***NJSTART*** on the "Terms and Categories" Tab.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.13.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.
NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the "Terms and Categories" Tab.

3.13.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

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

does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.
NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the "Terms and Categories" Tab.

3.13.5 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.
NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in ***NJSTART*** on the "Terms and Categories" Tab.

3.13.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

3.13.7 CONFIDENTIALITY/COMMITMENT TO DEFEND

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2(b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its State-Supplied Price Sheet, Price List/Catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

3.13.8 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all Subcontractors on the Subcontractor Utilization Plan form or may list the Subcontractor(s) on the "Subcontractor" Tab in ***NJSTART***.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

3.13.8.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises:

A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises Subcontractors;
B. The Bidder shall request a listing of New Jersey Small Business Enterprises from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit through SAVI (https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp) if none are known to the Bidder;
C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
D. The Bidder shall provide all potential Subcontractors with detailed information regarding the specifications; and
E. The Bidder shall attempt, wherever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises set-aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) Business Days of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this Bid Solicitation.

3.13.9 RESERVED

Not applicable to this procurement.

3.13.10 AFFIRMATIVE ACTION

The intended Contractor and its named Subcontractor(s) must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.13.11 RESERVED

Not applicable to this procurement.

3.13.12 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE

The Bidder should complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote. If a Bidder does not submit the completed Questionnaire with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

This Questionnaire is designed to provide the State with an overview of the Bidder's security and privacy controls to ensure that the Bidder will (1) meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual; and (2) comply with the State's security requirements as outlined in *Section 6 – Data Security Requirements – Contractor Responsibility*. The State reserves the right to remove a Bidder from consideration of Contract award if the State determines that the Bidder's Questionnaire failed to sufficiently convey that the Bidder's security and privacy controls meet the State's requirements.

The State has executed a Confidentiality/Non-Disclosure Agreement which is attached to the Questionnaire. The Bidder should countersign the Confidentiality/Non-Disclosure Agreement and include it with its submitted Questionnaire. If a Bidder does not submit the signed Confidentiality/Non-Disclosure Agreement with the Questionnaire, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive. No amendments to Confidentiality/Non-Disclosure Agreement are permitted.

To the extent permissible under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena, the completed Questionnaire and supplemental documentation provided by the Bidder will be kept confidential and not shared with the public or other Bidders.

3.13.13 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Bidder's Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action.

3.13.14 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C.3

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

3.14 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder should fully understand all requirements of this Bid Solicitation and present its detailed approach to successfully complete any contract resulting from this Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote. The Bidder's technical quote should include and address the following:

The Bidder's detailed approach and methodology (Work Product) proposed for each core component and/or key element, including:

A. Cloud-based solution hosting capabilities;
B. Optimal tools and technical architecture to best satisfy the State's requirements as stated in this Bid Solicitation;
C. Its technical assessment and report on the current MVC EDDL system;
D. Design, development, implementation approach, and methodology to successfully fulfill all necessary EDDL and supporting element functions;
E. Its planned use of any development and testing tools; this includes but is not limited to, UAT, performance, and QA testing;
F. Its LAN/WAN network configuration review plan and recommended modifications;
G. Its plan to review hardware capacity;
H. Its proposed EDDL technical architecture and include any additional software/hardware proposed; and
I. Its systems approach and provide sample systems technical, operations, and user documentation.

The Bidder should provide clear and concise technological details for its proposed system and solution for each of the core components.

The Bidder should clearly convey within its written response to this Solicitation its knowledge and understanding of federal, State, and international standards/publications/programs (such as, but not limited to, American Association of Motor Vehicle Administrators (AMMVA), International Organization for Standards (ISO), American National Standards Institute (ANSI).) and its experience implementing solutions using the various standards/publications/programs.

3.15 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the Evaluation Committee 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. The narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section should demonstrate to the Evaluation Committee 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 Quote will lead to successful Contract completion.

3.16 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

3.17 CONTRACT SCHEDULE

The Bidder shall include a draft Contract schedule. If key dates are a part of this Bid Solicitation, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

3.18 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Contract is to provide. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than 13 weeks.

Such mobilization plan should include the following elements:

A. A detailed timetable for the mobilization period of 13 weeks. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract up and operational from the date of notification of award;
B. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization of the Contract within the period of 13 weeks. The Bidder should clearly identify management, supervisory or other key personnel that will be assigned only during the mobilization;
C. The Bidder's plan for recruitment of staff required to provide all services required by the Bid Solicitation on the Contract start date at the end of the mobilization period covering 13 weeks. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
D. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Contract on the required start date.

3.19 ADDITIONAL PLANS

The Bidder shall provide its draft plan to accomplish all work required by this Contract. The Additional Plans shall include:

A. The design and development plan: The Bidder must describe the methodology by which it will design and develop the required system functionality including the Software Development Lifecycle (SDLC);
B. The system test plan: The Bidder must describe its plans to complete system and User Acceptance Testing (UAT) including its methodology for fixing bugs and defects and retesting. This plan must also include an architectural design for system testing, as well as full functional specifications for a UAT environment.
C. The implementation plan: The Bidder must describe its plans for system roll-out including System Pilot Testing and full deployment, beginning with the Contract effective date and lasting no longer than 180 days;
D. Operations and maintenance plans: The Bidder must describe its plans to support the operational system including application updates, new releases, bug and defect repairs, emergency maintenance/repairs of hardware and software, and routine maintenance. The Bidder must designate a dedicated team of no less than two (2) project managers, assigned

exclusively to NJMVC and responsible for supporting the various requirements specified within the draft Operations and Maintenance Plans over the Contract term. Additionally, the Bidder must identify the number of dedicated staff as well as their respective skill sets and assignments for each project effort (i.e., number of architects, engineers, analysts, etc.) for the Contract term;

E. Disaster recovery plan: The Bidder must describe its plans for database redundancy, resilient connectivity, and automatic failover with minimal end-user intervention, if any. The Bidder should also indicate its disaster recovery support geographic/regional locations;

F. Backup plan: The Bidder must describe its plans and tools to raise situational awareness and to monitor, alert, and approve activation and implementation of the disaster recovery plan;

G. Contingency plan: The Bidder must describe its plans to provide continuous production in the event one (1) or more components fail during routine operational service. The Bidder must detail:
    1. Its outage trigger, conditional ("if this, then") action steps, and the duration of time anticipated to implement its contingency plan for each component;
    2. Its approval process for initiating and activating its contingency plan; and
    3. The chain of command is required to initiate and activate its contingency plan.

    The Bidder must identify the most probable scenarios, which would necessitate the initiation and activation of the contingency plan. The contingency plan must maintain and protect the original intent and function of all elements within each core component, including but not necessarily limited to inventory control, physical space data integrity, business processes, controlled secure access to the system to mitigate and deter potential fraud within the system;

H. Project management plan (PMP): The Bidder must demonstrate its capabilities and plan to fulfill each component specified within this Bid Solicitation. The Bidder must also display an effective utilization of quality assurance (QA) and Quality Control (QC) programs to minimize project delivery times and mitigate errors and omissions within each core component deliverable. The PMP must include a brief summary overview to explain its form, fit, and functional match to all deliverables specified within this Bid Solicitation and include a detailed description of its key assessments, recommendations, and specifications. The Bidder must address each system enhancement and/or core component and key element proposed and detail its proposed solution(s), products, and service offerings.
    1. The Bidder must include its proposed approach to the design, development, and implementation of the proposed EDDL system components;
    2. The Bidder must identify and explain the logic and methodology to be used for any proposed product and services solution and/or development effort, including tools, methods, and environments included;
    3. The Bidder's assessments, findings, recommendations, and overall conceptual design proposed in its PMP must build upon a state-of-the-art system and core component enhancements proposed with recommendations. The assessments must detail the following:
        a. Existing hardware, software, and infrastructure capabilities and limitations;
        b. Current system compatibility with proposed Bidder solution(s);
        c. Necessary and/or recommended hardware, software, and infrastructure upgrades for system optimization and compatibility with proposed Bidder solution(s);
        d. Recommended facility improvements to optimize the current environment;
        e. Implementation recommendations for all applicable pilot and production phases;
        f. Projected capacity requirements for EDDL system enhancements and/or core components and associated key elements during the full Contract term; and
        g. Recommendations to improve system and/or core component and associated key elements compatibility, optimization, or scalability options; and
    4. The Bidder must also include in its PMP its plan to support new or revised Federal and State legislative requirements throughout the Contract term; and

I. Training plan: The Bidder must demonstrate its plans to provide training as required by Section 4.10. The training plan must include a projected training schedule and the most current versions of all EDDL system training materials required for optimal performance and seamless operations of hardware, software, and system components by MVC personnel.

3.20 ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

3.21 LOCATION

The Bidder should include the address of where responsibility for managing the Contract will take place. The Bidder should include the telephone number and name of the individual to contact.

3.22 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

3.23 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this Bid Solicitation. Resumes should include the following:

A. The individual's previous experience in completing each similar Contract;
B. Beginning and ending dates for each similar Contract;
C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation; and
D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

3.24 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this Bid Solicitation. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of this necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

3.25 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant, including a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) Business Days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and will so advise the Bidder.

3.26 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the "Attachments" Tab.

The Bidder must complete the following price lines:

1. **Section A: All-Inclusive Firm-Fixed Cost Line Items:**
   Price Lines 1-2: Bidder must provide an All-Inclusive Firm Fixed Price in the yellow designated cells. This firm-fixed price is for a one-time only occurrence within the first year of the Contract. If it is determined that the Contractor did not meet the requirements listed within this Bid Solicitation and the action must be completed again, then the re-occurrence will be conducted at no cost to the State.

2. **Section B: All-Inclusive Firm-Fixed Annual Cost Line Items (Years 1 through 7):**
   Price Lines 3-5: Bidder must provide an Annual All-Inclusive Firm Fixed Price in the yellow designated cells for years 1-7.

   Price Line 6 is a Pass-Through cost and no pricing shall be submitted for this Price Line.

3. **Section C: All-Inclusive Firm-Fixed Unit Cost per Occurrence Line Items (Years 1 through 7):**
   Price Lines 7-11: Bidder must provide an Annual Fixed Price per Occurrence in the yellow designated cells for years 1-7.

Any necessary price changes, including hand-written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a) (8).

Where the State-Supplied Price Sheet includes an estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this Bid Solicitation. There is no guaranteed minimum or maximum volume for these price lines.

3.26.1 USE OF "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this Bid Solicitation. An entry of $0.00 on a price line will be interpreted as a Bidder supplying the good or service at "No Charge." The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

3.27 ORAL PRESENTATIONS

This Bid Solicitation includes an oral presentation component. The Bidder should include in its Quote the presentation materials it intends to present to the State if selected to make an oral presentation. The presentation materials included in the Quote should include, without limitation, the slide deck, visual presentation, multimedia files, and all other material(s) the Bidder intends to present or distribute during the presentation. Where Bidder has a digital version of its presentation materials, the digital version of the files should be included with the Quote for use during the oral presentation and uploaded as an attachment to the Quote submitted through ***NJSTART***. The oral presentation is an opportunity for the Bidder to provide details and insight into the intended technology for the EDDL application.

Bidders invited to give an oral presentation must provide a presentation of the following:

A. A detailed overview of its plan to design, test, implement, maintain, and support each of the following components:
   a. Image Capture Application (ICA);
   b. Central Issuance (CI) and Over-the-Counter Card Issuance System (OTCCIS);
   c. Central Image Repository (CIR) and Image Retrieval System (IRS); and
   d. Image Management System (IMS).

B. Samples of the below:
   a. Project plan;
   b. QA test plan;
   c. Sample Disaster Recovery plans;
   d. Print factory employee schedules and shipment plans;
   e. Card stock and security features;
   f. Help Desk structure (ticketing system, phone support, etc.);
   g. Procurement and quote process; and
   h. Change order request process.

Bidders may only present materials and information that were provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations. The State will not consider or score any such supplemental information. Where a Bidder fails to include any presentation materials within the Quote, the State may request the Bidder provide presentation materials within 48 hours of the State's request. A Bidder's failure to include presentation materials within its Quote or provide them upon the State's request may affect the Bidder's technical evaluation score.

4 SCOPE OF WORK

4.1 OVERVIEW OF SCOPE OF WORK

The Contractor shall be responsible for the successful high-level design, development, implementation, and maintenance of a cloud-based solution to support the current operations of the EDDL System and improve upon the existing Enhanced Digital Driver's License (EDDL) system by replacing existing infrastructure with updated features. The Contractor (Bidder) is instructed to refer to Section 4.2 within this Solicitation for additional information regarding existing infrastructure. The Contractor shall openly communicate directly with the MVC SCM and/or authorized designee to ensure full, uninterrupted service to MVC customers.

The Contractor shall be responsible for the successful completion and delivery of the following tasks:

A. Develop, implement, and deliver:
    1. User Acceptance Testing (UAT) and development environments, backup, recovery systems, and disaster recovery plans;
    2. All image and signature migrations from the existing Central Image Repository (CIR) to the new cloud-based platform;
    3. Testing, QA, acceptance, and training plans; and
    4. Communication modules that successfully interact via Application Programming Interfaces (API) developed for each component system.

4.1.1 GENERAL REQUIREMENTS

The Contractor shall:

A. Provide User Acceptance Test (UAT) and development for CI/CPF environments.
B. Provide any necessary design, development, customization, integrated system testing, training, delivery, and installation, as well as all hardware and software products, maintenance, and support, as needed for the product suite required to produce secure, accurate, valid NJ State DL, Permit, and ID cards;
C. Provide project management and technical staff to develop a functional and detailed design of all aspects of its solution in cooperation with MVC personnel prior to any deployment. The Project Management Appendix link is http://www.nj.gov/it/docs/vendors/ProjectManagementAppendix.pdf;
D. Document and secure written SCM approval for all functional and detailed design product applications and UATs prior to implementation of the service.
    1. The Contractor must also retain, support, and provide on-site print and OTC Card issuance capability for any potential publicly exigent and/or other special circumstance. For example, such circumstances may include but are not limited to, generation or replacement of NJ State Driver Licenses (DL) and/or non-driver ID's due to any national, statewide or localized Emergency Declaration or rescue and relief efforts in preparation for, or response to a natural or man-made disaster such as flooding, fire, etc., which may result in or prompt expedited evacuation and/or shelter transport. Other special circumstance may also include, but is not limited to, one or more location specific, event related DL/non-DL ID on-site issuance to support promotional and social needs activities within selected communities throughout the state.
        a. Note: OTC-capable locations may be limited to Regional Agency facilities.
    2. OTC DL, Permit, and ID cards shall replicate all security features and physically display the CI/CPF-produced DL, Permit, and ID Cards in appearance with all tangible features possible.
    3. The Contractor shall provide MVC with quarterly CI system performance assessment reports, flexible and scalable solutions to improve DL, permit, and/or ID card security features enhancements to maintain current AAMVA standards and the best technology features available.
    4. The Contractor's OTC system shall provide optimal DL, permit, and ID card security and enhancements with the best possible commercially reasonable production, manufacturing, and distribution capability to meet ongoing MVC demand-based fulfillment requirements.
    5. The Contractor shall coordinate and conduct DL, permit, and ID card security features and proof review with the authorized MVC PM/SCM and support personnel each State fiscal year (FY) prior to DL, Permit, and ID card production.
E. Securely produce, distribute, and mail photo DL, Permit, and IDs daily on a full-time 40-hour workweek schedule, excluding State and federally recognized holidays.
    1. Note: The State may require the EDDL Contractor to transition the CPF from a Contractor-owned and run facility to an authorized MVC designated CPF.
F. Cloud Architecture Technology CI and CPF Options
    1. The Contractor must identify its CI system as a hosted, cloud-based solution and detail its hosting capabilities and product/services solution to fulfill each aspect of all core components.

The Contractor shall assess and scope the existing Garden State Network (GSN) and develop its system to function successfully and efficiently within NJMVC network limitations to prevent any potential, probable, and/or actual network latency issues. Additionally, the Contractor shall develop and deliver a scalable system infrastructure sized to fit all MVC image (photo and signature), Understanding the face image format Standards (nist.gov), and transactions and successfully fulfill all processing requirements.

4.2 CURRENT PROCESSES

The Contractor shall maintain the following current processes while developing and implementing the enhanced cloud-based EDDL system. The Contractor must utilize existing MVC hardware during initial implementation. Hardware specifications are detailed in Section 4.2.1. Any transition from the incumbent to another Contractor must be seamless with no interruption of daily operations or any EDDL-related services currently provided by MVC. MVC expects phased implementation approaches that require temporary interfaces with existing EDDL systems/processes.

4.2.1 IMAGE CAPTURE APPLICATION (ICA) WITH IMAGE RETRIEVAL SYSTEM (IRS)

Currently, MVC Driver's License, Permit, and ID card application processes are initiated by photo ICS procedures and completed through an established MVC Agency transaction process.

The Image Capture Application (ICA) electronically transmits captured digitized images, signatures, voter registrations, organ donor designations, and required biographic information to the CIR in real-time using a web-based application. Upon completion of these procedures and transactions, the existing system generates either a driver's license, permit, and/or ID Card along with a temporary document and/or receipt.

The ICA serves MVC's Trenton office complex, its local agencies, and RSCs by capturing and transmitting digitized photo and signature images, voter registrations, organ donor designations, and matching Personal Identifiable Information (PII) necessary to print driver licenses, Permits, and ID cards to the CIR. The ICA details data transmittal status, error messaging, and any information necessary to diagnose and repair network or communication problems between the ICA and the COMP.

The IRS is utilized by select MVC departments, authorized State personnel, and New Jersey State Police to retrieve images stored within the CIR along with relevant biographical information from COMP. Several MVC systems utilize the CIR and IRS for image retrieval and display for record verification.

At IC, the ICA initiates a system call to the Image Management System (IMS) to ensure the captured ICA image has sufficient full-resolution quality for image storage and validate that the captured image belongs to the appropriate person. The IMS also checks for duplicate images, signatures, and any additional ID checks necessary. The IMS also interfaces with a multi-state system that allows the exchange of Commercial Driver's License (CDL) information. These exchanges allow for external identification of drivers within a four (4) state jurisdiction, which includes New Jersey, New York, Maryland, and Connecticut.

ICA consists of all equipment required to electronically capture, temporarily store, and securely transmit the applicant's digitized image, signature, voter registrations, organ donor designations, and necessary biographic information to the CIR. Currently, a minimum of two (2) ICA stations are located within each MVC Agency site. ICA stations utilize IBM SurePos consisting of the following hardware and software components:

A. **Hardware (workstation):** DELL 7000 Micro Form Factor (MFF) and 7000 Small Form Factor (SFF), Epson TM-H6000IV printers, HP Standard Duty Cash Drawers (QT457AA), Ingenico ISC Touch 250 readers, and Ingenico Lane 5000 and Lane 7000 readers or newer; and
B. **Software** - Microsoft Dynamics 365 Commerce.

Access to all EDDL components with User Interface (UI) (ICA, IRS, IMS, CIR, IMRS, and ITA) is controlled through the active directory. Note: This requirement **must** be retained and supported within any future cloud-based system during the Contract term.

4.2.2 CENTRAL PRINT FACILITY (CPF)

The MVC ICA electronically transmits captured digitized images, signatures, and required biographic information to the CIR in real-time. The CPF receives information necessary to centrally generate NJ State photographic driver licenses (DL/Permit) and non-driver ID Cards in compliance with the AAMVA card design standards. The current CPF interfaces with State databases and retrieves all information required to print authorized DL/Permit and ID Cards issued by the State.

4.2.3 CENTRAL IMAGE REPOSITORY (CIR) WITH IMAGE RETRIEVAL SYSTEM (IRS)

MVC currently utilizes its COMP database system for storing all DL/Permit and ID card source records. The CIR currently consists of an Advanced Interactive Executive (AIX) operating system and an Oracle Database. Index information is entered into the Oracle Database

utilizing DEXML for Unified Data Exchange. The Composite Image File (CIF) directory path and filename are stored as database index information. The mainframe COMP system provides data to the MVC system. Each CIF is initially assigned a Transaction ID number utilized for MVC transactions and to store all data items associated with the printing of a secure individual EDDL card. The database system electronically stores all digitized signatures and photos of an individual. Electronic signatures and digital Personally Identifiable Information (PII) information stored within the database exist as either up-to-date and/or previously superseded records.

The current EDDL application has the capability to compare an MVC customer's biographical information to the State's CIR and generate a data-specific 2-D barcode on the driver's license, Permit, temporary document, and ID card itself. Authorized MVC personnel executing a DL/Permit and ID card transaction display the customer image and electronic signature using an Image Retrieval (IR) system, personal computer, smart terminal, or any PC connected to the State's network (GSN) when an end-user enters an appropriate security code. Authorized NJMVC departments, employees, utilize the IR system and State Police to securely retrieve images stored within the CIR along with the relevant biographical information from the COMP system.

The current EDDL application currently has the capability to generate new, renewal, duplicate, and replacement DL/Permit and ID cards when a customer's information changes and produces a valid receipt or temporary document at the time of visit. The system uses the latest stored database photos and signatures utilizing the information downloaded from the CIR to generate the DL/Permit and ID Card.

4.3 IMAGE CAPTURE APPLICATION (ICA) WITH IMAGE RETRIEVAL SYSTEM (IRS) REQUIREMENTS

The Contractor shall design, develop, implement, and maintain a scalable, fully integrated, functional, and highly efficient state-of-the-art ICA system to support all of the following:

A. NJ State and federal Real ID compliance requirements and any future revisions or modifications;
B. Organ donor and voter registration processes;
C. CIR system;
D. Point-of-sale;
E. Image Management System (IMS). Please refer to Bid Solicitation Section 4.8 for more information;
F. Integration with the COMP and other required systems via RESTDEX;
G. Legacy Mainframe applications; and
H. Any additional, related systems/applications the State deems necessary to provide full services to the motoring public or be considered an essential security enhancement by the state and/or authorized NJMVC personnel.

The ICA system must integrate with a standard or standardized MVC Agency (localized) POS workstation. Typical POS workstations include hardened retail operation PC workstations with additional MVC-issued peripherals, such as:

A. Printer(s);
B. Digital camera(s);
C. Signature pad(s);
D. Scanner(s)
E. Credit card reader(s);
F. 2D bar code reader(s); and
G. Any other hardware the State deems necessary to maintain or enhance services to the motoring public or be considered an essential security enhancement by the State and/or authorized NJMVC personnel.

The Contractor shall provide a commercially viable solution utilizing the most current technology and detail the necessary processes and/or specifications within its solution required to create and store a temporary document. The Contractor shall fully integrate its ICA solution with IMS, CI/CPF, and Mobile Driver License (mDL) core components and associated key elements. The ICA solution must include a hybrid (OTC/CI) and CI-only approach.

The Contractor's ICA shall, for each MVC customer record:

A. Capture and store digital images, signatures, and biographic data;
B. Capture, via signature pad, and store voter registration and organ donor information as provided by the customer. Additional requirements are located in 4.3.1;
C. Generate a secure barcode for specific data on the DL/Permit, temporary document, and ID Card;
D. Generate a unique identifier (i.e., serial number or Embedded Inventory Number (EIN) unique to the DL/Permit card):
    1. The Contractor shall provide one (1) or more secure options and/or processes to replace, substitute, or remove the EIN identifier with its solution;
E. Perform a one-to-one (1:1) check of the captured image against all existing images for the same record;
F. Provide streamlined issuance of all secure, tamper-resistant DL/Permits and ID Cards with a unique, individual electronically captured image and signature integrated with barcode data for low transaction volume processing at select OTC stations;

G. Separately file and store all unique digitized signatures and photo records to the State's CIR:
    1. Validate each unique, CIR database record for that applicable person to include the most current image(s) along with any previously captured images of the same individual;
    2. Consistently maintain the lowest current National Institute of Standards and Technology (NIST) error rate standards (Specifications and Tolerances for Reference Standards and Field Standard Weights and Measures: Specifications and Tolerances for Field Standard Weights (nist.gov) and the highest level of accuracy possible for each CIR image comparison:
        a. NIST established the current image comparison error rate at 0.08%;
    3. Ensure the State's current IRS, or new awarded Contractor's supplied solution, provides secure access to authorized MVC personnel and displays photo and signature images with scalable web services and all required API integrations;
    4. Provide authorized end-users with the capability to generate new and duplicate DL/Permit and ID Cards for valid informational record changes and renewal(s) when a customer information changes or when a customer's cards are lost:
        a. The Contractor shall ensure the existing or proposed replacement for the EDDL system retains and draws existing or new database photos and signatures utilizing the unique, applicant-specific information downloaded from the State's repository to produce each applicant's corresponding DL/Permit or ID Card. MVC understands that the proposed solution may require a phased approach.
    5. Provide integration capability within its ICA to support high volume web renewal, mail-in documentation, and limited issue temporary OTC documents at the CI and CPF;
    6. Provide and support decentralized services for the Agency site Over-the-Counter Card Issuance System (OTCCIS). Decentralized services include but are not limited to authorized software distribution(s) and active directory login management:
        a. The Agency site (localized) portion of the IMS and specifically the ICA must provide an Image Capture and print capability equivalent to central print image capture and CI DL/Permit print quality; and
        b. The Inventory Management and Reporting System (MRS) must track each DL/Permit and ID Card cradle-to-grave lifecycle from the initial card creation and first issuance through any loss, replacement, periodic expiration or revocation, to final surrender, termination, and/or destruction.

Following the successful completion of all Agency and system transactions, the EDDL System shall print and manufacture a secure DL, Permit, and/or ID Card for each MVC-approved new or renewal DL and ID Card applicant as appropriate.

Note: In the event, that a customer file holds multiple photos attached to a driver's license, any unused photos must be backed out of the ICA and retained in a separate, MVC-accessible customer record file authorized for audit purposes.

4.3.1 VOTER REGISTRATION AND ORGAN DONOR REQUIREMENTS

1. The ICA must provide a signature pad-based registration system for voter and organ donor designations.
2. Signature pad display screens must be Americans with Disabilities Act (ADA) compliant.
3. NJMVC and Division of Elections (DOE) will provide all verbiage and workflows for the signature pad logic.
4. NJMVC requires that workflows and verbiage be easily editable and configurable at the MVC's request and require little to zero programming effort from the Contractor.
5. Multiple language options are required as part of the solution.
6. MVC-IT administrators require read-only access to voter and organ donor data.

4.3.2 IMAGE CAPTURE FUNCTIONAL REQUIREMENTS

The ICA shall:

A. Integrate with any new or pre-existing, centralized or de-centralized, MVC and/or other related Motor Vehicle (MV) applications. MVC understands that the proposed solution may require a phased approach.
B. Integrate with CI and central print systems and provide OTC temporary document(s) issuing capability. OTC print capability must be equivalent to centralized CI / CPF print quality;
C. Include all necessary hardware, software, and related services;
D. Be scalable and capable of further build-out to include mobile and tablet image capture stations;
E. Evaluate current image transmissions and provide upgrade recommendations to the State's network as necessary to meet all system enhancements specified within this Bid Solicitation;
F. Ensure the Agency site OTC portion of the IMS ICA provides an image capture and support print quality equivalent to the CPF IC and CI DL/Permit and ID Card print quality with consistent appearance, tactical, and security features. In other words, all cards must present the same "look and feel" regardless of their issue location, i.e., Agency OTC, or CI and CPF. MVC is currently using the Microsoft Dynamics 365 software for the MVC Point-of-Service workstation;

The Contractor must include an established, 3-year refresh cycle and replace all hardware and software provided with its system solution on schedule and/or as necessary for optimal system performance during the term of the Contract.

4.3.3 ICA ENVIRONMENT PROCESS REQUIREMENTS

All hardware proposed and provided by the Contractor as a platform for the EDDL System must be equivalent to, or better than both the DELL 7000 MFF and 7000 SFF 39.

1. In accordance with the manufacturer's recommendation product lifecycle, the Contractor shall provide, maintain, and routinely refresh all EDDL system IT hardware as necessary. NJMVC anticipates this required IT Refresh for EDDL hardware no later than every three (3) years or sooner based on manufacturer recommendations:
    a. MVC shall own all hardware and equipment provided by the Contractor.
    b. The Contractor shall create and maintain a repository listing all the equipment, where it is being used, the date when a refresh is to take place, and the date when a refresh has occurred. This repository shall be able to be shared with the SCM.
2. ICA equipment technologies must meet the most current (2020) AAMVA DL and ID Card Design Standard (AAMVA Standard). Link enclosed: https://www.aamva.org/assets/best-practices,-guides,-standards,-manuals,-whitepapers/aamva-dl-id-card-design-standard-(2020);
3. ICA equipment technologies must minimize camera size and shall alternatively eliminate the need for an image capture backdrop specified within the preceding AAMVA Standard, subsection 13 (a), see reference link in Section 4.3.3, Subsection 2 above; and
4. Mobile image capture stations for four (4) MAUs must be ruggedized with Solid State Drives (SSD) and shock absorbent construction, built for mobility, and meet AAMVA image quality standards for all production of digitized color and signature images.

The Contractor must maintain compatibility with all State-installed software and MVC's peripherals to access the current Point of Service workstations, without further customization.

A. Currently, the State provides the network infrastructure necessary to interface ICA with its COMP system. The State will continue to implement any network upgrades as required. However, the Contractor must review and provide written technical recommendations to the SCM for any LAN infrastructure changes at MVC agency locations, after Contract award.

B. The Contractor shall:
    1. Refresh or upgrade any Contractor provided software as needed to accommodate the ICA throughout the term of the Contract at no additional cost to MVC or the State.
        a. The most current version(s) of any Contractor provided software shall include license(s), maintenance, and support and be made available to MVC upon request; and
        b. The Contractor shall grant NJMVC an unlimited, perpetual use license to all software provided;
    2. Maintain and provide the newest available version(s) of Microsoft Windows, Android, and Apple Operating Systems and Web Browsers.
    3. Provide the newest available version(s) respectively to successfully update and/or repair the application in the event a security patch may be needed to correct an operating system or web browser issue affecting any Contractor provided application.
    4. Certify and present the SCM with an updated mutually agreed upon patch and apply the same to the operating system image no less than every six (6) months. The operating system may remain the same, but the Contractor must apply the subject patch as specified.
    5. The Contractor must update any Operating System Image every 6 months. MVC will provide additional image patches/software inclusions as necessary.
    6. Provide an all-inclusive multi-year software maintenance, version upgrade, support, and services to the MVC for the full term of the Contract.
        a. Software patching must not lag by more than one (1) to six (6) months, whichever is the newest available. The Contractor shall provide the newest available software publisher's release.
        b. Software must be interface capable and compatible with the MVC COMP system using the Motor Vehicle Services Data Exchange via XML (RESTDEX) web services or similar, fully integrated, compatible equivalent middleware to securely transmit and update discrete captured images and their corresponding information.
            i. All images must be captured locally and securely transmitted for storage in the CIR.

The Contractor's ICA must provide the capability to implement or interface with Mobile Driver's License (mDL) program(s) using a mobile cell phone application and related communication technology in compliance with AAMVA proposed ISO 18013-5 standards. Link: AAMVA mDL Implementation Guidelines. The Contractor's mDL application is intended to compliment or be used in lieu of today's plastic driver's license card for identity authentication purposes. Therefore, the Contractor provided mDL must fulfill the State's intent, purpose and specifications including, but not necessarily limited to the following requirements:

a. mDL must be developed as a non-proprietary, interoperable solution; and
b. mDL must meet the most current inclusions and updates to AAMVA's proposed ISO 18013-5 standards (mDL-Implementation-Guidelines-1-0—2021.pdf (aamva.org).

C. mDL program mobile applications refer to the suite of mobile applications and communication technologies available and the method by which these are packaged by a Contractor and made accessible via any contract resulting from this Solicitation to the State and its authorized personnel, or to those public end-users registered with and approved by the State. The Contractor provided mDL application should include, but may not be limited to:
   1. Software to enable scanners and readers to perform required user authentication and verification functions; and
   2. Communications technologies which include but again, may not be limited to cellular and/or data networks, Wi-Fi, Bluetooth, Near Field Communication (NFC), and barcodes.
   3. The subject application provided by the Contractor should also provide accessibility to other devices for interface with mDL devices.

D. Mobile Application Development Platform (mAPD); and

E. The Contractor shall develop, deploy, support, maintain, and host -or- integrate with a new mDL application on both iOS and Android platforms. MVC anticipates statewide adoption of mDL legislation during the term of any contract resulting from this Solicitation. The Contractor must provide either an mDL application or integrate a State selected, SCM approved mDL application with EDDL related MVC system(s). The Contractor provided mDL application may be subject to further SCM approvals prior to its State authorized adoption, implementation and public roll out to those end-users registered and approved by the State. . The Contractor must interface its ICA with any future mDL Program Mobile Application selected by the State as a result of this Solicitation.

IC backdrop (DL and ID card photo background) must provide a uniform light blue color or white background and contrast to the face and hair. NJMVC's preference is for a uniform light blue color, such as Pantone 277, (though the specific Pantone color is not a requirement – a uniform light blue color or white background is required). The Contractor must secure SCM written approval for any suggested IC backdrop changes no less than 30 days in advance of any planned implementation.

4.4 CENTRAL ISSUANCE (CI) WITH OVER-THE-COUNTER CARD ISSUANCE SYSTEM (OTCCIS) AND IMAGE MANAGEMENT AND REPORTING SYSTEM (IMRS) REQUIREMENTS

The CI consists of a CPF with distribution capability, an Image Management and Report System (IMRS), and decentralized OTCCIS and print capabilities.

The Contractor shall implement its proposed CI system in parallel or by utilizing an approved multi-phase implementation process, concurrent with the existing State system "live" operations. No CI system or service gaps are permitted in either the existing system or during the implementation.

The CI system shall:

A. Fully support both centralized and decentralized OTCCIS card production, issuance, and distribution of DL, permit, and ID cards with the capability to provide receipt confirmation documents for OTC and web-based DL, permit, and ID card renewals. Specifically, the system must be capable of CI, centralized printing, and physical distribution of MVC customer DL, permit, ID card documents, and temporary documents as well as processing and distributing mail-in and web renewals via the United States Postal Service (USPS) or an equivalently secure and readily available priority mailing system. The Contractor must provide a secure, survivable, i.e., disaster recoverable facility and redundant disaster recovery (DR) fail-over facility for producing and mailing renewal DL, permit, and ID Cards that meet the ANSI/AAMVA Standards;

B. Accommodate centralized and OTC issuance of security-enhanced driver licenses and fully support federal Real ID compliance at all Agency locations and through the publicly available MVC internet web site as well. Link: https://www.state.nj.us/mvc/;

C. Provide a method of marking selected transactions as expedited for both printing and shipping as needed. The Contractor must provide a provision within its solution to accept, process, and expedite printing on a case by case basis. Expedited shipping requirements may be dependent upon each individual circumstance and the Contractor should also provide for multiple selections such as "Overnight AM Delivery," "Overnight PM Delivery," "Two (2) Day," and "Three (3) Day" shipping options. All shipping costs will be considered Pass-Through costs to the State and are covered by Price Line #6 on the State-Supplied Price Sheet.
   1. Provisioned MVC employees must be able to select records for expedited CI printing and overnight shipping.
   2. Records marked for expedited printing must immediately be processed through the IMS and any required background checks. If eligible for processing, the card must be printed immediately or during the next scheduled batch printing process.
   3. Cards marked for expedited printing and mailing must be processed through the CPF and mailed within 24 hours of the initial transaction.

D. Provide and support local issuance (OTCCIS) and print capabilities of a bar-coded paper temporary document and receipt.

1. This system-generated temporary document is acceptable by law enforcement as temporary proof of a valid NJ driver's license, authorized by the NJMVC when accompanied by a government-issued photo ID card;
2. The Contractor must ensure these temporary documents are available to the customer either by OTC at an Agency location or online on behalf of the MVC through its public internet site online web services; and
3. Temporary documents may be presented by an MVC-authorized NJ State motorist as proof of a valid NJ DL or Permit for up to 30 days after the date of issue. During this anticipated 30-day validity period, the CI system must process, generate, and release a valid NJ Real ID driver's license to those NJ State motorists who meet and satisfy all State and federal Real ID compliance requirements.

The Contractor shall:

A. Deliver and implement a high-volume CI and CPF system to centrally produce and print new, duplicate, re-issue, and renewal DL, Permit, and ID Cards. The CI and CPF shall:
    1. Collect and retain all digital photos collected by NJMVC. ;
    2. Support OTC DL, Permit, and ID Card issuance and provide an Agency OTCCIS with the highest image and print quality available to meet the portrait requirements defined by the most current AAMVA DL and ID Card Design Standards (https://www.aamva.org/assets/best-practices,-guides,-standards,-manuals,-whitepapers/aamva-dl-id-card-design-standard-(2020);
    3. Interface with State databases using RESTDEX Protocol and effectively retrieve and process all information necessary to securely print photo image DL, permit, and ID Cards in a high-volume production and print facility with the best available resolution, bit rate, and highest work output level.
        a. The ICA shall electronically transmit captured digitized images, signatures, and required biographic information to the CIR in real time;
        b. The CPF and CI facilities must have the capability to electronically receive captured digitized images, signatures, and required biographic information from the CIR in real time;
        c. The CPF and CI facility must also securely process all information necessary to centrally generate precise Real ID-compliant picture licenses and identification cards matching each unique transaction and portrait requirement; and
        d. The Contractor must meet the most current AAMVA Card Design Standards as well as all Card Feature Security Requirements, see reference link in Section 4.4, Subsection A (2) above; and
    4. The Contractor must provide a method of expediting the printing of specific licenses at the request of MVC. The Contractor must provide a system capable of marking records for “overnight” delivery prior to the print shipping process.
    5. Securely produce and distribute Real ID compliant photo DL/Permit and ID cards to MVC customers and/or Agency locations utilizing the best available technology. Production and distribution shall happen upon request in a timely manner or on a mutually agreed upon and pre-determined order fulfillment after contract award.
        a. The Contractor must create a document tracking system so that MVC and the Customer can track the life of the card produced from print to delivery. This tracking system must provide key milestones of the delivery cycle with periods allotted for each cycle from card first (1st) printing. It must also utilize any postal tracking software integrations currently provided by the United States Postal Service to track the lifecycle of the mailing and delivery processes.

4.4.1 INVENTORY MANAGEMENT AND REPORT SYSTEM (IMRS) REQUIREMENTS

The Contractor shall provide a cloud-based data-driven IMRS with decision-support (DS) capability. The Contractor’s DS must contain a robust application capable of generating on-demand, accurate, detailed production, inventory status, and system reports utilizing the best available technology.

The IMRS and embedded DS tool(s) must be capable of intelligent, accurate, and multi-source data gathering and sorting functions. Source data must utilize and accept both automated and manual input to produce real-time, predictive, user-friendly, easily identifiable, and data-driven output “At-a-Glance” reports including, but not necessarily limited to, bulk raw stock, work-in-process (WIP), and finished goods.

Additional reporting capabilities include:

A. Detailed and itemized critical value output such as product replenishment cycle(s);
B. Ability to manually input or edit corrective action/preventative action (CAPA) and risk-mitigation recommendations to minimize negative inventory and production impacts;
C. Real-time inventory levels;
D. Lead time and safety stock level(s); and
E. Re-order point(s).
F. User-driven reports: overrides, login time, etc.

Production reports must provide:

A. Hourly/daily production output level(s);
B. Card consumption rate(s);
C. Production interrupt/downtime; and
D. Card failure count and the root cause of failure.

The Contractor shall, within the first two (2) weeks of IMRS operation, provide to MVC a written start-up production and initial inventory status report generated by its IMRS. The Contractor must submit this report every two (2) weeks to MVC during the first six (6) months of the Contract. The bi-weekly report shall include, but is not limited to, the following:

A. DL, Permit, and ID card quantities produced along with any required replacement(s) count, consumable inventory levels, daily system performance, and all related inventory management data;
B. A written summary of all workstation maintenance performed and support provided.
C. Any software development and maintenance requirements.
D. Overall system performance; and
E. Any security concerns, issues, or occurrences.

Contractor reports to MVC may be modified and required less frequently following the initial six (6) months of the Contract term. MVC anticipates this initial bi-weekly report content, output, and reporting schedule may be increased, decreased, or adjusted to one (1) monthly report beyond the initial six (6) months observation period.

4.5 CENTRAL PRINT FACILITY (CPF) REQUIREMENTS

The Contractor shall:

A. Design, develop, implement, operate, and maintain a best-fit, optimized, efficient, and secure CPF within its cloud-based CI system utilizing the best available technology to collect, retain, and print all digital photos from its centralized facility and issue DLs, permits, and ID cards to MVC authorized and approved applicants.
    1. The CPF site and card print security measures must meet current REAL ID, AMMVA, and ANSI/NASPO Standards.
B. Provide all necessary hardware, software, and a secure, survivable production site located in the United States for high volume IC/IRS, manufacturing, and printing from system source documents, i.e., signature and digital photos, etc., and secure mailing of perfected DLs, permits, and ID Cards. These locations must be offsite and do not have to be located within the State but must be located within the United States.
    1. The CPF shall include full system report capabilities with CPF inventory management and reporting system solution: The CPF shall provide, but is not limited to, the following:
        a. Detailed and accurate real-time inventory tracking, reporting, and auditing capabilities for all consumable supplies and durable goods, including but not limited to:
        b. Raw materials, Work-In-Process (WIP), and finished product flows.
        c. Incoming DL, Permit and ID order receipts and fulfillment transactions.
    2. Provide accurate data output to facilitate decision support activities including but not limited to:
        a. Beginning and ending inventory, safety stock, and reorder points.
        b. Inventory replenishment order quantities; and
        c. Cost tracking (first, last, difference between) and analysis reporting; and
    3. Tracking application (TA) to verify the “Skip the Trip” process and CI transactions.
        a. Tracking application must provide detailed milestones of license production – including, but not limited to, pre-printing process, printing, mailing, and shipping.
        b. The system must integrate any postal technology to track the lifecycle of the mailing and delivery processes. The bidder must define all tracking options and the level of detail available.
C. Provide bi-annual equipment upgrades for all CPF printer hardware and any applicable software version updates at no additional cost to the State for the full term of any Contract resulting from this Bid Solicitation.
D. Provide complete and accurate specifications to MVC for any recommended hardware, equipment, and/or software. MVC must confirm that the specifications meet the current needs prior to the Contractor purchasing and installing.
E. Install, maintain, and provide on-going support for all hardware and software during the term of any Contract resulting from this Bid Solicitation.
F. All Contractor recommended equipment, hardware, and software are subject to SCM review and written approval prior to purchase and installation.

The Contractor must create an expedited card process to extract and ship DL/Permit and ID cards requested by the Customer to be fast-tracked in an overnight process. Additional requirements can be found in Section in 4.4.C.

4.5.1 DL/PERMIT AND ID CARD QUALITY AND COMPLIANCE STANDARDS

The Contractor shall ensure DL, Permit and ID card security and PII contained on each DL and ID card are not at risk or compromised at any time. All applicable security controls and features must be embedded within raw card stock materials as specified. All applicable processes, systems, and personnel employed by the Contractor must adhere to strict security controls, policies, and procedures as specified within this Solicitation.

The Contractor provided DL, Permit and ID card solution must comply with ISO/IEC, ANSI, and AAMVA standards as follows:

A. ISO/IEC7810 ID-1 and ISO/IEC 10373 physical characteristic ICA. References: ISO/IEC 7810:2019(en), Identification cards — Physical characteristics;
   B. ANSI INCITS 385 standard for card durability (https://www.aamva.org/DL-ID-Card-DesignStandard/);
   C. AAMVA 2020 design standards for all production of digitized color and signature images. References: https://www.aamva.org/DL-ID-Card-DesignStandard/; and
   D. Real ID Compliancy.

The American Association of Motor Vehicle Administrators (AAMVA) is established as a collaborative institution to provide a strategic framework to serve North American motor vehicle and law enforcement agencies and provide standards, guidance, and direction, and set expectations for state and federal initiatives.

The International Organization for Standardization/International Electro technical Commission (ISO/IEC) consists of an international organization and commission, created to establish, and publish Information Security Standards and Information Technology Security techniques in an international code of practice for information security controls.

DL, Permit and ID cards must maintain compliance with the most recent versions of the preceding standards as listed and meet the durability, testing, and image quality specified within this Bid Solicitation throughout the full term of the Contract. MVC reserves the right to test Contractor produced DL and permit and ID cards at any time for general physical characteristics and ICA compliance according to ISO/IEC 10373 standard test methods References: ISO/IEC 10373-1:2020(en), Cards and security devices for personal identification — Test methods — Part 1: General characteristics . All Contractor provided DL, permit and ID cards shall meet durability standards as set forth within ANSI INCITS 322.

4.5.2 CARD STOCK AND PRINTING METHOD

The Contractor shall physically produce and provide a tactile, highly durable card capable of surviving rigorous daily use with a minimal eight (8) years of useful card life. Card construction and production shall be performed and completed within a secure, Contractor managed facilities under established, optimized industry standard inventory management practice controls with minimal human handling. All card stock must be produced, and surfaces printed and/or embedded using the most up-to-date security features and technology available in accordance with recognized AAMVA card manufacturing, and as applicable National Institute of Standards and Technology (NIST) data access, management, and transfer Standards to mitigate risk of loss and prevent tampering, duplication, or counterfeiting.

The Contractor must provide and maintain an adequately detailed technical and security report containing sufficient information for SCM review of its card stock manufacturing, printing processes, and procedures, including any suggested card stock changes to improve security and/or production efficiencies.

NOTE: The Contractor must secure SCM written approval for any suggested card stock changes via a formal mutually-agreed upon Change Order request procedure no less than 30 days in advance of any planned implementation.

4.5.3 CARD SAMPLES

The Contractor must provide the SCM physical and/or digital card samples within no more than 72 hours upon written request from MVC. The Contractor-provided card sample(s) must consistently “proof” or prove out to the highest quality standards possible to meet or exceed the specifications stated within this Bid Solicitation.

Contractor-provided samples shall include horizontal and vertical layouts to represent the applicable DL, Permit, and ID card type in or staged for production at the time of receipt of an SCM request. The Contractor shall provide only blind samples of all cards submitted for SCM review. Contractor-submitted card samples must not indicate any step of its production process or methodology.

Note: Other compliant, standard design cards may be presented for review if accompanied by a written SCM request or authorization. In response to each SCM request, the Contractor must provide 25 card samples for each of the DL, Permit, and ID card types produced or in production. Total sample quantity = 75 cards.

In the event no production run is underway at the time an SCM request is received by the Contractor, card samples do not have to be specific to the current NJ State design. However, any card samples provided must fully represent the Contractor's card type/ construction, print process, and capabilities. Sample cards must be produced on equipment identical to that intended for use within the Contractor's CPF.

Card samples provided by the Contractor must include the required security feature data fields outlined within 2020 AAMVA Card Design Standards or otherwise, most recent AAMVA Card Design Standards effective during the term of any Contract resulting from this Bid Solicitation (link enclosed: https://www.aamva.org/DL-IDCard-Design-Standard/). Contractor card samples provided to the SCM must be produced using substrates, construction, and printing methods specified by the Contractor in its submitted Quote.

Should the Contractor offer additional or optional security features that exceed current Standards, the Contractor must clearly identify and provide separate card samples with these optional security features.

4.6 CENTRAL IMAGE REPOSITORY (CIR) REQUIREMENTS

The Contractor shall store and maintain captured images within a cloud-based Central Image Repository (CIR) database and utilize individual driver CIR database records to securely produce valid New Jersey MVC DL, permit, and ID Cards to a properly qualified, MVC-authorized NJ State resident motorist. The Contractor shall provide a fully integrated CIR cloud solution to access and/or utilize PII source data and allow MVC to continue to electronically capture, store, and maintain its repository of PII pictures and signature images. The cloud-based CIR shall:

A. Fully integrated with the current CI core component and OTC solution during implementation.
B. Capture and store a serial number for each printed card;
C. Capture the rendered image of the printed card, including all required data.
D. Be scalable and capable of full integration with other MVC and State systems to efficiently produce standard and Real ID compliant, state-of-the-art secure tamper-resistant photo DL/ID cards.
E. Integrate with the Inventory Management System (IMS), ICA, CI, CPF, and mDL;
F. Produce and provide MVC with the ability to issue valid and secure non-driver ID cards as needed;
G. Support web-based API services.
H. CIR shall fully integrate with the MVC COMP system via RESTDEX
I. Provide detailed machine-readable (i.e. Excel and Adobe) electronic, export, and print report capability, including but not limited to, the following categories:
    1. Image Capturing (IC) transactions;
    2. Inventory;
    3. Usage and transaction tracking:
        a. Transactions must call the IMS System for transaction clearance to continue processing. Reports must identify transaction calls and results.
        b. Any detected issues returned by the IMS system shall block and prevent a DL, Permit, or ID print request until cleared by authorized MVC personnel; and
        c. In the event of such a blocked print request, MVC-IT will, at its discretion, allow for temporary documents for the customer.
    4. Transaction reconciliation;
    5. Exception and summary;
    6. Role and functional access;
    7. User data: the accounts responsible for processing transactions and any overrides;
    8. Photo and security anomalies;
    9. System, ICA, inventory workflow, and process flow overrides;
    10. Voids and cancellations;
    11. Transaction notes;
    12. Controlled raw materials, Work-in-Process (WIP), and on-hand inventory (OH);
    13. Safety stock, lead time and re-order points, order generation, receipt of goods, and fulfillment date;
    14. Daily and period cycle counts: controlled, WIP, and OH inventory; and
    15. Centralized and remote reporting capabilities.

The Contractor provided EDDL system and its CIR shall be fully integrated with the MVC COMP system via RESTDEX.

The State currently utilizes high-speed dedicated connectivity with AWS and Azure. The Contractor shall:

A. Ensure the security of all images and PII utilized to produce DL, Permits, and ID cards;
B. Ensure that data shall not be compromised or vulnerable to compromise in flight or at rest within the integrated CIR cloud-based solution;

C. Maintain and ensure the highest level of security possible to establish and sustain public, homeland security, and law enforcement confidence in the CIR cloud-based solution;
D. Have security controls and features utilized to access PII and produce DL, Permit, and ID cards encrypted, imbedded, etched, or otherwise fixed within the CIR cloud-based solution and DL, permit, and ID card materials to mitigate and prevent any viable present-day, real-time security breach; and
E. Adhere to all current standards specified within this Bid Solicitation, using the most advanced technology available with real-time security controls, and supporting policies and procedures.

4.6.1 CIR USER ROLES REQUIREMENTS

Roles shall be user-based including, but not limited to, super user, end user, supervisor/investigator, and general support group. User roles shall:

A. All roles must be provisioned through the MVC Active Directory.
B. Provide end users with the ability to view, modify, and delete CIF records according to proper authorization and access rights constraints; and
C. Be established for audit purposes with the capability to track all end-user activities within the CIR and CIF.

The super user role shall include all abilities of supervisor/investigator and general support group roles.

The Contractor shall list and define each of the role capabilities provided within its CIR and CIF cloud-based database solution. The IMRS, CIR, and CIF must interface with current mainframe systems.

4.6.2 CIR DISASTER RECOVERY REQUIREMENTS

The Contractor must:

A. Provide a disaster recovery solution to span multiple geographical regions within the State, including Northern, Central, and Southern New Jersey. The Contractor shall not limit its DR solution to a single region.
B. Include multiple data centers in its DR solution to add survivability in the event of geographical region-level issues;
C. Keep all State data within the United States. All regions used in the Contractor's DR solution must remain in the United States for data residency purposes.
D. Test its DR processes no less than annually and report its readiness capability along with any challenge or fail point findings to the SCM for review within 30 days of test completion.
E. Provide with its annual report all applicable corrective action and preventative action plans to the SCM for review to ensure adequate readiness status is always in place; and
F. Provide additional detail as requested by MVC authorized personnel.

4.7 IMAGE RETRIEVAL SOFTWARE (IRS) REQUIREMENTS

The Contractor shall provide a cloud-based image retrieval application to replace the existing application currently utilized within NJMVC. The cloud-based application shall:

A. Preserve existing functionality currently used by NJMVC personnel.
    1. For example, photo and signature images must continue to be extracted from the CIR and appear on the screen with matching biographical information for each individual record retrieval. This legacy process and display are highly familiar to NJMVC end users and will facilitate ease of use during any application cutover;
B. Operate in an open system environment.
    1. The Contractor shall implement new technology standards within its IRS cloud-based solution to ensure compatibility between the existing legacy application and its new CIR.
C. Be compatible with, and easily interface with, State-owned computers and devices using the most current version of Microsoft Windows, Android, and Apple Operating Systems and the features must be equivalent to the existing IRS.
D. Provide active directory-based functionality and security:
    1. Limit image print capabilities to specific users.
    2. Provide audit-tracking capabilities on all retrievals.
    3. Activate or add image retrieval features upon SCM request.
    4. Display full resolution on all capture images (photo and signature); and
    5. Show all current image history in real-time.
E. Provide current biographical and historical data.
F. Include Real ID status, endorsements, and other fields as required.
G. Provide multiple search methods and key fields, including but not limited to:
    1. Name.
    2. Transaction number; and
    3. EIN.

H. Display license status.
I. Be accessible through the New Jersey State myNJ portal and GSN;
J. Provide a new functional utility to improve current image extraction capabilities.
K. Retrieve images from the CIR for MVC, Division of Elections, and New Jersey State Police;
L. Provide enhanced operations and quality management for special handling jobs; and
M. Include an expedited printing workflow.

4.8 IMAGE MANAGEMENT SYSTEM (IMS) REQUIREMENTS

The IMS shall:

A. Furnish secure image enrollment, quality check, and index storage with robust search capabilities:
    1. Image enrollment must convert a CIR image to the token image; and
    2. The token image is defined as a current photograph taken for, or from the applicant's most recent, driver's license and stored for IMS use;
B. Fulfill all portrait requirements defined by the most current AAMVA DL, Permit, and ID Card design standards;
C. Include and utilize effective quality control (QC) and quality assurance (QA) software to ensure consistent and accurate image capture;
    1. The Contractor provided ICA, QC, and QA software must accurately and consistently score and rank all positive match hits;
    2. The software that is chosen must be approved by the SCM prior to use.
D. Identify, interpret, and/or convey any secured CIR or ICA image to a token image for the most recent DL, Permit or ID cards;
E. Perform and validate three (3) corresponding checks:
    1. One (1) to one (1) and One (1) to Few (1:1, 1: Few):
        a. Purpose: Verify no other images (duplicate, fraudulent, etc.) are associated with a particular DL, Permit or ID card;
    2. One (1) to one (1) or Few to One (1), (1:1 or Few:1):
        a. Purpose: Verify any new and unique image taken for a customer corresponds to and matches with the same individual DL, Permit, or ID and any prior stored image or record for that subject;
    3. One (1) to Many (1: Many):
        a. Purpose: Verify the image taken does <u>not</u> correspond to or match another DL, Permit, or ID image;
F. Perform periodic, routine data scrubs to identify any potential data, record, and/or system anomalies;
G. Provide an assurance of IMS integrity;
H. Provide and maintain its most current ICA, QC, and QA software and version updates at all times, with no additional cost to MVC;
I. Consistently maintain REAL ID compliance standards for State-to-State data across North America and United States territories and image exchange without interruption;
J. Perform all match/check functions in real-time.
K. Identify biographic selections and any fixed limitations within its IMS index capabilities.
L. Retain a separate, secure database and cross reference each individual DL/Permit and ID card record log for any indication of IMS audient events, misuse, photo, and identity theft.
M. Provide a case management tool to track and:
    1. Allow NJMVC-authorized investigators to open/close cases.
    2. Refer & cross-reference tracked cases;
    3. Provide scalable, ad hoc report capability;
    4. Prevent additional DL, Permit and IC card print requests at capture application; and
    5. Integrate with the ICA to disallow action on record with an active IMS case.

The following State Authorized Using Agencies require specific functionality to routinely access and utilize the Contractor's IMS:

A. MVC Security and Investigations (S&I) – Requires full, unlimited access to investigate and close cases;
B. MVC Agency Operations – Agency-level personnel and supervisors receive potential IMS and response feedback from the Contractor's CIR/ICA; and
C. NJ State Police – Any/All functionality as necessary.

4.9 CENTRALIZED OVER-THE-COUNTER CARD ISSUANCE SYSTEM (OTCCIS) AND DECENTRALIZED OVER-THE-COUNTER CARD ISSUANCE SYSTEM REQUIREMENTS

4.9.1 CENTRALIZED OVER-THE-COUNTER CARD ISSUANCE SYSTEM (OTCCIS)

MVC provides mail-in and web-based renewal options to its customer base via the Skip the Trip (STT) program for those DL, Permit, ID applicants with a valid DL, Permit, and ID photo on file for each 12-year period. The STT option offered by MVC is consistent with the Motor Vehicle Security and Customer Service Act, is P.L. 2003, c. 13 and N.J.S.A. 39:2A-1 et seq P.L.2003, c.013 (A3058 1R ACS) (njleg.gov). Renewals and other related transactions, such as COMP (Mainframe) transaction information, will be transmitted to a Contractor maintained production facility, located within the United States, which in turn must generate and mail the new DL, Permit, and ID card to the MVC customer. The Contractor must process mail-in renewals and distribute a new DL/Permit and ID card to each MVC-authorized customer/applicant directly from its CPF in 7-10 business days.

4.9.2 DE-CENTRALIZED OVER-THE-COUNTER CARD ISSUANCE SYSTEM

MVC recently introduced a redesigned web site and established an appointment scheduling system (Link: https://telegov.njportal.com/njmvc) where customers able to fulfill minimum DL, Permit and ID Card requirement standards established by the State are able to make an appointment to complete an OTC DL, Permit or ID Card transaction and receive completed DL/Permit or ID credentials at up to 23 designated MVC Licensing Center agency locations. Licensing Centers and their corresponding locations are listed in the enclosed link: https://www.state.nj.us/mvc/locations/facilitylocations.htm. Location-specific information is updated daily as it becomes available.

The MVC Agency will retain the ability to print DL, Permit, and ID cards for authorized MVC customer OTC transactions. Additional OTC systems will also be maintained in locations within the MVC's Trenton office complex to support special administrative transaction processing and credential issuance functions. These MVC sites include in-house and special referral license processing, system testing support structure, and on-site training. The Contractor must continue to support and enhance these existing OTC processes and provide ongoing improvements and available efficiencies to meet all future requirements.

4.10 TRAINING PLAN

The Contractor shall be responsible for all training deliverables and materials subject to approval by the SCM. The total number of MVC Agency personnel to be trained is estimated to be over 1,600.

The Contractor shall prepare and deliver its final training plan in writing to the SCM within 30 business days of the Contract award for all authorized MVC and OIT staff identified by MVC. The final training plan is subject to SCM approval, and the Contractor must have written SCM approval before conducting any training sessions and providing training deliverables.

The Contractor's final training plan shall include any SCM edits discussed and provided during the initial Contract kick-off meeting. The final version of the training plan shall provide the MVC with a technical curriculum along with study guides, training schedules, and all other necessary support materials. The final training plan shall be mutually agreed upon by the SCM and the Contractor to satisfy the following requirements:

A. Provide direct and cross-training to key MVC personnel, designated system administrators, and super users at all centralized MVC locations and agency sites;
B. Provide on-site/classroom training for all employees at local MVC agencies as well as centralized training for system end-users and non-MVC personnel, including but not limited to the New Jersey State Police, Office of Homeland Security and Preparedness, Division of Elections, and vendors;
C. Schedule and provide for initial training, retraining, and new employee training sessions;
D. Schedule and provide "Train-the-Trainer" sessions, curriculum, and materials to prepare MVC super users for future training of MVC employees;
E. Provide State system administrator (designated MVC personnel appointed by the SCM) and all appropriate support staff training; and
F. Provide technical training for State staff to assume system operations.

The Contractor shall provide specialized training for the system manager (designated MVC personnel appointed by the SCM) and appropriate MVC and OIT staff regarding the following:

A. Specialized report development;
B. Interface maintenance and operation;
C. Hardware, system and database management, and software maintenance and operation;
D. System and database management software installation; and
E. Reporting.

The Contractor shall provide a minimum of four (4) hours of initial training to the System Administrator, MVC, and OIT support staff before any installation. Initial training shall not exceed 30 business days in advance of the implementation date. During initial system implementation, the Contractor shall coordinate and provide sufficient administrative and Train-the-Trainer training sessions for up

to 50 State personnel and support staff on the full use of all components within the Solutions. The Contractor shall provide administrative, Train-the-Trainer, and end-user training in multiple sessions at a State-provided central location in Trenton and on-site at other State provided locations around the State. Recorded training sessions must be made available for retention and retraining.

The State will review, approve, and establish a training schedule in consultation and mutual written agreement with the Contractor. The Contractor's training schedule for all MVC-authorized administrative, Train-the-Trainer, and end-user personnel must coincide with the final project management plan.

Additional training sessions are required after the implementation of new or modified system workflows. SCM reserves the right to request additional training sessions ad-hoc.

MVC reserves the right to edit the written training plan(s) and require the Contractor to modify its training program(s) and on-site proficiency training in the event either is determined to be or becomes ineffective.

4.10.1 ICS OR OTCCIS COMPONENTS AND/OR SYSTEM TRAINING

Following its component or system installation, implementation, and sufficient full system training delivery, the Contractor shall provide:

A. An additional four (4) hours of on-site and hands-on refresh training to end-user personnel at each MVC agency;
B. Up to seven (7) MVC employees per agency with additional refresh training on, or immediately after each scheduled installation day;
C. Refresh training shall be focused on familiarizing local MVC staff with new OTTCIS components or pertinent systems required to issue DL and ID cards; and
D. Upon completion of all preceding training, the Contractor shall provide up to four (4) more supplemental hours of on-site and hands-on training to local MVC agency staff before the component or system "Go Live."

4.10.2 CONTRACTOR TRAINING TASKS

The training curriculum provided by the Contractor is subject to SCM approval prior to implementation and shall be designed and conducted to provide complete familiarization with applicable system operation to select State; MVC authorized management, operational and technical personnel, as well as other appropriate staff. All Contractor provided training, including virtual, online, and tangible, hard-copy curriculum, workbooks, and training materials, shall be approved by the State before training implementation.

All training shall be conducted on-site, or in a designated State-provided facility, during regular MVC work hours. The State will make all necessary location and schedule arrangements for training classes provided by the Contractor. Class size will be determined by the SCM based on individual agency requirements. The Contractor shall provide the following for each training session:

A. One (1) complete printed sets of training materials to each State employee attending a training session, and
B. One (1) electronic copy, of all training materials utilized in the training session to each attending State employee.

The Contractor shall provide the State with super-user and Train-the-Trainer instruction manuals and support materials for future use by the State for each of the training sessions. The State will approve all trainer(s) and retain the right to request and require the replacement of any designated trainer. The Contractor shall provide evaluation forms for end-user evaluation of all training materials, curriculum, and instructors.

The Contractor shall continue to keep capable training personnel on-site during the first week of implementation to mitigate and resolve any potential or actual problems that may arise. MVC has the capability to provide Statewide training facilities, if needed.

The State will not reimburse the Contractor for any costs related to travel, lodging, or other expenses. Training costs must be detailed in payment line items. The Contractor shall provide a training manual and all support material for MVC agency employees and necessary support staff at no cost to the State. The Contractor training and support material shall include:

A. Training plan, schedule, and curriculum;
B. Training materials and workbooks; and
C. Training evaluations and reports to identify training location(s), user group(s), and recipient training results

5 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. 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 this 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 deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of **seven (7) years**. The anticipated Contract effective date is provided on the "Summary" page of the Bid Solicitation in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Contract effective date, the Contractor agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to **three (3) years** with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 CONTRACT TRANSITION

A. **No Award Made --** In the event that a new contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, then by written notice to the Contractor, the State may exercise its right to transition this Contract for a period of 365 Calendar Days (the "Initial Transition Period"). In the event the State exercises its right pursuant to this Section, then the Contractor shall continue performance under this Contract under the same terms, conditions, and pricing until a new contract is awarded or the Initial Transition Period expires. At no time shall this Initial Transition Period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised.

B. **New Contract Awarded (NCA) --** In the event that a new contract has been awarded prior to the expiration date for this Contract, including any extensions exercised, then by written notice to the Contractor the State may transition this Contract (the "NCA Transition Period") and the Contractor shall continue performance under this Contract under the same terms, conditions, and pricing for a period of up to 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised, or until the new contract(s) can be completely operational, whichever first occurs.

C. DPP may, upon the same form of notice to Contractor, increase the initial Transition Period under Bid Solicitation Section 5.2.A or 5.2.B, as necessary until the new contract is fully operational or work on an expiring contract has been completed. The length of any subsequent Transition Period extensions shall be for not more than three-month intervals.

During the transition period, the Contractor will be required to:

1. Provide a final transition plan to be approved by the State within 30 days of the written request;
2. Be responsible for the transportation and security of all equipment and materials delivered to State facilities;
3. Provide training, operations documentation, and support during the transition period as defined in the transition plan; and
4. Be responsible for hardware/software maintenance and support.

5.3 PERFORMANCE SECURITY

The Contractor shall furnish performance security in the amount of $5,000,000. See N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

A. The Contractor shall be required to furnish an irrevocable security in the amount listed in the Bid Solicitation payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; or

B. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The performance security must be submitted to the State within thirty (30) Calendar Days unless a shorter timeframe is identified by the State prior to Contract award. The performance security shall be required for the term of the Contract and any extensions thereof. The Contract will not be activated until performance security is received. Failure to submit performance security may result in cancellation of Contract for cause pursuant to the *State of New Jersey Standard Terms and Conditions Section 5.7(B)*, and nonpayment for work performed.

Although the performance is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services Contracts. Thus, the Contractor is required to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof within thirty (30) Calendar Days of the anniversary of the Contract effective date may result in the suspension of payment to the Contractor until such time as the Contractor complies with this requirement and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price, the performance bond requirement is calculated as follows. For the first year of the Contract, the performance bond percentage noted above and on the "Summary" Tab of the Bid Solicitation in ***NJSTART*** is applied to the estimated total Contract amount for the full term of the Contract. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the percentage established in Bid Solicitation to the outstanding balance of the estimated amount of the Contract price to be paid to the Contractor.

In the event that the Contract price is increased by a Contract Amendment, the Contractor may be required to provide, within 30 Calendar Days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the Contractor until such time the Contractor complies with this requirement.

5.4 OWNERSHIP OF MATERIAL

A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.

B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, 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, 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 the Contract.

C. **Contractor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *Bid Solicitation Section 1.4 – Order of Precedence of Contractual Terms*.

D. **Third Party Intellectual Property** – Unless otherwise specified in the Bid Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with Bid Solicitation requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The Bid Solicitation including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the Bid Solicitation, or otherwise supplied by the State.

E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the Contractor, Subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance

with the terms of the Contract, Contractor, Subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the Bid Solicitation, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *Bid Solicitation Section 6 – Data Security Requirements – Contractor Responsibility*.

G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

5.5 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall 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 for the individual(s) proposed as substitute(s) who must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

5.6 DELIVERY TIME AND COSTS

Not Applicable to this Procurement

5.7 AUTHORIZED DEALER AND/OR DISTRIBUTORS

Not Applicable to this Procurement

5.8 LIQUIDATED DAMAGES

Not Applicable to this Procurement

5.9 RETAINAGE

The amount of retainage for this Contract is 10%. 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.

5.10 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive payments via automatic deposit from the State of New Jersey, the Contractor must complete the EFT information within its ***NJSTART*** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

5.11 PROCUREMENT EFFICIENCY PROGRAM

A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Contract. The Sales Report shall be submitted directly to Periscope no later than thirty (30) Calendar Days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- Purchasing entity;

- Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
- Such other information as the State may reasonably request;
- If no sales were made against this Contract during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
- Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the Contract.

B. Procurement Efficiency Program Fee - For all purchases made under this Contract, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.

C. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.

D. ***NJSTART*** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Contractor shall upload catalog within thirty (30) Calendar Days of the date of execution of this Contract. Failure to cooperate will result in the Contractor's good and/or services not being represented in the ***NJSTART*** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this Contract. Any identified deviation from the Contract must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this Contract can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.

E. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

6.1 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) Calendar Days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

6.2 INFORMATION SECURITY PROGRAM MANAGEMENT

The Contractor shall establish and maintain a framework to provide assurance that information security strategies are aligned with and support the State's business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Information security program management shall include, at a minimum, the following:

A. Establishment of a management structure with clear reporting paths and explicit responsibility for information security;
B. Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas listed in sections below;
C. Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
D. Independent review of the effectiveness of the Contractor's information security program.

6.3 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

A. Within ten (10) Calendar Days after award, the Contractor shall provide the State with contact information for the individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization's programs of work and information systems;
B. Throughout the solution development process, Contractor shall implement processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
C. The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

6.4 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

A. Position descriptions that include appropriate language regarding each role's security requirements;
B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

6.5 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

A. Personnel are provided with security awareness training upon hire and at least annually, thereafter;
B. Security awareness training records are maintained as part of the personnel record;
C. Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and

D. Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

6.6 RISK MANAGEMENT

The Contractor shall establish requirements for the identification, assessment, and treatment of information security risks to operations, information, and/or information systems. Risk management requirements shall include, at a minimum:

A. An approach that categorizes systems and information based on their criticality and sensitivity;
B. An approach that ensures risks are identified, documented and assigned to appropriate personnel for assessment and treatment;
C. Risk assessments shall be conducted throughout the lifecycles of information systems to identify, quantify, and prioritize risks against operational and control objectives and to design, implement, and exercise controls that provide reasonable assurance that security objectives will be met; and
D. A plan under which risks are mitigated to an acceptable level and remediation actions are prioritized based on risk criteria and timelines for remediation are established. Risk treatment may also include the acceptance or transfer of risk.

6.7 PRIVACY

If there is State Data associated with the Contract, this section is applicable.

A. Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.
B. Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.
C. Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest.
D. Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies.
E. Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.
F. Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
G. Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under *Bid Solicitation Section 6.34 - Incident Response*; (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

H. Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work.

I. End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf, and certify in writing that these actions have been completed within thirty (30) Calendar Days after the termination/expiration of the Contract or within seven (7) Business Days of the request of an agent of the State whichever should come first.

J. In the event of loss of any State Data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State data.

6.8 ASSET MANAGEMENT

The Contractor shall implement administrative, technical, and physical controls necessary to safeguard information technology assets from threats to their confidentiality, integrity, or availability, whether internal or external, deliberate or accidental. Asset management controls shall include at a minimum:

A. Information technology asset identification and inventory;
B. Assigning custodianship of assets; and
C. Restricting the use of non-authorized devices.

6.9 SECURITY CATEGORIZATION

The Contractor shall implement processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact in the event that there is a loss of confidentiality, integrity, availability, or breach of privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls shall include the following, at a minimum:

A. Implementing a data protection policy;
B. Classifying data and information systems in accordance with their sensitivity and criticality;
C. Masking sensitive data that is displayed or printed; and
D. Implementing handling and labeling procedures.

6.10 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

A. Media storage/access/transportation;
B. Maintenance of sensitive data inventories;
C. Application of cryptographic protections;
D. Restricting the use of portable storage devices;
E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
F. Media disposal/sanitization.

6.11 CRYPTOGRAPHIC PROTECTIONS

The Contractor shall employ cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections shall include at a minimum:

A. Using industry standard encryption algorithms;
B. Establishing requirements for encryption of data in transit;
C. Establishing requirements for encryption of data at rest; and
D. Implementing cryptographic key management processes and controls.

6.12 ACCESS MANAGEMENT

The Contractor shall establish security requirements and ensure appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor's information systems that contain or could be used to access State data. Access management plan shall include the following features:

A. Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
B. Implement account management processes for registration, updates, changes and de-provisioning of system access;
C. Apply the principles of least privilege when provisioning access to organizational assets;
D. Provision access according to an individual's role and business requirements for such access;
E. Implement the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people;
F. Conduct periodic reviews of access authorizations and controls.

6.13 IDENTITY AND AUTHENTICATION

The Contractor shall establish procedures and implement identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the State's information and Contractor's information and information systems. Identity and authentication provides a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls shall include, at a minimum:

A. Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and
B. Implementing multi-factor authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor's systems.

6.14 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

A. Establishing centralized management of the Contractor's remote access infrastructure;
B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
C. Training users in regard to information security risks and best practices related remote access use.

In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN.

6.15 SECURITY ENGINEERING AND ARCHITECTURE

The Contractor shall employ security engineering and architecture principles for all information technology assets, and such principles shall incorporate industry recognized leading security practices and sufficiently address applicable statutory and regulatory obligations. Applying security engineering and architecture principles shall include:

A. Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components;
B. Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
C. Incorporating security requirements into the systems throughout their life cycles;
D. Delineating physical and logical security boundaries;
E. Tailoring security controls to meet organizational and operational needs;
F. Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
G. Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
H. Ensuring information system clock synchronization.

6.16 CONFIGURATION MANAGEMENT

The Contractor shall ensure that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management shall include, at a minimum:

A. Hardening systems through baseline configurations; and
B. Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

6.17 ENDPOINT SECURITY

The Contractor shall ensure that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security shall include, at a minimum:

A. Maintaining an accurate and updated inventory of endpoint devices;
B. Applying security categorizations and implementing appropriate and effective safeguards on endpoints;
C. Maintaining currency with operating system and software updates and patches;
D. Establishing physical and logical access controls;
E. Applying data protection measures (e.g. cryptographic protections);
F. Implementing anti-malware software, host-based firewalls, and port and device controls;
G. Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
H. Restricting access and/or use of ports and I/O devices; and
I. Ensuring audit logging is implemented and logs are reviewed on a continuous basis.

6.18 ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this Bid Solicitation, including, at a minimum:

A. Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;
B. Developing policies and standards specific to ICS/SCADA/OT assets;
C. Ensuring the secure configuration of ICS/SCADA/OT assets;
D. Segmenting ICS/SCADA/OT networks from the rest of the Contractor's networks;
E. Ensuring least privilege and strong authentication controls are implemented;
F. Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
G. Conducting regular maintenance on ICS/SCADA/OT systems.

6.19 INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT security shall include, at a minimum, the following:

A. Developing policies and standards specific to IoT assets;
B. Ensuring the secure configuration of IoT assets;
C. Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
D. Segmenting IoT networks from the rest of the Contractor's networks; and
E. Ensuring least privilege and strong authentication controls are implemented.

6.20 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
C. Establishing physical and logical access controls;
D. Implementing network access restrictions for mobile devices;
E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
F. Establishing approved application stores from which applications can be acquired;
G. Establishing lists approved applications that can be used; and
H. Training of mobile device users regarding security and safety.

6.21 NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are available to authorized network clients and protected from unauthorized access, the Contractor shall:

A. Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);

B. Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
C. Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
D. Control access to the Contractor's information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

6.22 CLOUD SECURITY

The Contractor shall establish security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This shall ensure, at a minimum, the following:

A. Security is accounted for in the acquisition and development of cloud services;
B. The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
C. Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and
D. Controls necessary to protect sensitive data in public cloud environments are implemented.

6.23 CHANGE MANAGEMENT

The Contractor shall establish controls required to ensure change is managed effectively. Changes are appropriately tested, validated, and documented before implementing any change on a production network. Change management provides the Contractor with the ability to handle changes in a controlled, predictable, and repeatable manner, and to identify, assess, and minimize the risks to operations and security. Change management controls shall include, at a minimum, the following:

A. Notifying all stakeholder of changes;
B. Conducting a security impact analysis and testing for changes prior to rollout; and
C. Verifying security functionality after the changes have been made.

6.24 MAINTENANCE

The Contractor shall implement processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security shall include, at a minimum, the following:

A. Conducting scheduled and timely maintenance;
B. Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
C. Vetting, escorting and monitoring third-parties conducting maintenance operations on information technology assets.

6.25 THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and processes to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to the organization's information technology assets and operations. Threat management includes, at a minimum:

A. Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls and procedures.
B. Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization's contractors, and other sources as appropriate.

6.26 VULNERABILITY AND PATCH MANAGEMENT

The Contractor shall implement proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following:

A. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
B. Maintaining software and operating systems at the latest vendor-supported patch levels;
C. Conducting penetration testing and red team exercises; and
D. Employing qualified third-parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

6.27 CONTINUOUS MONITORING

The Contractor shall implement continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices shall include, at a minimum, the following:

A. Centralizing the collection and monitoring of event logs;
B. Ensuring the content of audit records includes all relevant security event information;
C. Protecting of audit records from tampering; and
D. Detecting, investigating, and responding to incidents discovered through monitoring.

6.28 SYSTEM DEVELOPMENT AND ACQUISITION

The Contractor shall establish security requirements necessary to ensure that systems and application software programs developed by the Contractor or third-parties (e.g. vendors, contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices shall include, at a minimum, the following:

A. Secure coding;
B. Separation of development, testing, and operational environments;
C. Information input restrictions;
D. Input data validation;
E. Error handling;
F. Security testing throughout development;
G. Restrictions for access to program source code; and
H. Security training of software developers and system implementers.

6.29 PROJECT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices shall include, at a minimum:

A. Defining and implementing security requirements;
B. Allocating resources required to protect systems and information; and
C. Ensuring security requirements are accounted for throughout the SDLC.

6.30 CAPACITY AND PERFORMANCE MANAGEMENT

The Contractor shall implement processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices shall include, at a minimum, the following:

A. Ensuring the availability, quality, and adequate capacity of computing, storage, memory and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
B. Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

6.31 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
C. Third party interconnection security; and
D. Independent testing and security assessments of supplier technologies and supplier organizations.

6.32 PHYSICAL AND ENVIRONMENTAL SECURITY

The Contractor shall establish physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls shall include, at a minimum, the following:

A. Physical access controls (e.g. locks, security gates and guards, etc.);
B. Visitor controls;
C. Security monitoring and auditing of physical access;
D. Emergency shutoff;
E. Emergency power;
F. Emergency lighting;
G. Fire protection;
H. Temperature and humidity controls;
I. Water damage protection; and

J. Delivery and removal of information assets controls.

6.33 CONTINGENCY PLANNING

The Contractor shall develop, implement, test, and maintain a contingency plan to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. The plan shall address the following:

A. Backup and recovery strategies;
B. Continuity of operations;
C. Disaster recovery; and
D. Crisis management.

6.34 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

A. Information security incident reporting awareness;
B. Incident response planning and handling;
C. Establishment of an incident response team;
D. Cybersecurity insurance;
E. Contracts with external incident response services specialists; and
F. Contacts with law enforcement cybersecurity units.

6.35 TAX RETURN DATA SECURITY

A. PERFORMANCE

1. In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
2. All work will be done under the supervision of the Contractor or the Contractor's employees;
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract Disclosure to anyone other than an officer or employee of the Contractor will be prohibited;
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material;
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and the Contractor will retain no output at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures;
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used;
7. All computer systems receiving, processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to federal tax information.
8. No work involving federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS;
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office; and
10. The agency will have the right to void this Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years', or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further

disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1;

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431;
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000; and
4. Granting a Contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification per IRS Publication 1075. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6 of IRS Publication 1075, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of the security requirements.

C. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

7.1 INDEMNIFICATION

Section 4.1 of the State Standard Terms and Conditions is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

A. CONTRACTOR RESPONSIBILITIES - The Contractor's liability to the State and its employees in third party suits shall be as follows:

1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
    i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and
    ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
    iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
    iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.

8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is the Contractor's exclusive remedy for these claims.

7.2 INSURANCE

7.2.1 PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC is supplemented with the following:

Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than $2,000,000 per each occurrence, and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

7.2.2 LIMITATION OF LIABILITY

A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third-party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than $1,000,000. This limitation of liability shall not apply to the following:
    i. The Contractor's indemnification obligations as described in Section 4.1; and
    ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.

B. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.

C. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

8 QUOTE EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

8.2 DIRECTOR'S RIGHT TO ACCEPT OR REJECT A QUOTE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award Contracts in accordance with N.J.S.A. 52:34-12.

8.3 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Director within five (5) Business Days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) Business Days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

8.4 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Procurement Bureau regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The Director reserves the right to request that a Bidder to explain, in detail, how the Quote price was determined.

8.5 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some, or all of the Bidders may be asked to give an oral presentation to the State concerning its Quote. The content of the oral presentation shall be limited to the materials presented within the Bidder's Quote. A Bidder may only present details to clarify information already provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations.

A Bidder may not attend the oral presentations of its competitors.

It is within the State's discretion to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

8.6 TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

8.7 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

8.8 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

8.9 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this Bid Solicitation. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

8.9.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this Bid Solicitation. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this Bid Solicitation; and
C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

8.9.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this Bid Solicitation.

8.10 QUOTE DISCREPANCIES

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

8.11 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Procurement Bureau may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured by the Procurement Bureau to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Contract award based on the content of the initial submission.

If the Procurement Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.12 BEST AND FINAL OFFER (BAFO)

The Procurement Bureau may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Division may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed by the Procurement Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the Procurement Bureau contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.13 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Bidder's Quote within ***NJSTART***. The Bidder shall respond to the "Request for Revision" only for the reason(s) identified by the State. Any changes made by a Bidder to the Quote other than as requested by the State shall be considered null and void.

8.14 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Bidder performance:

A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
B. Information contained in Contractor performance records;
C. Information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
D. Current licensure, registration, and/or certification status and relevant history thereof; or
E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

8.15 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Procurement Bureau will recommend to the Director for award, the responsible Bidder(s) whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Procurement Bureau.

8.16 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to that responsible Bidder, whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number and available on ***NJSTART***.

9 GLOSSARY

9.1 CROSSWALK

Current DPP Template Term	Equivalent Statutory, Regulatory *NJSTART* and/or Legacy Term
Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Contract	Master Blanket Purchase Order (Blanket/Blanket P.O.)
Contract Amendment	Change Order
Administrative Change Order	Change Order
Quote	Proposal/Bid
Contractor	Vendor/Contractor
Bidder	Bidder/Contractor

9.2 DEFINITIONS

Unless otherwise specified in the Bid Solicitation, the following definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation. Note that not all definitions included here apply to all Bid Solicitations.

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

Administrative Change Order – A unilateral administrative modification to the Contract in the *NJSTART* system by the Division. Administrative Change Orders are not to be considered formal Contract Amendments.

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

Apparel – means any clothing, headwear, linens or fabric.

Apparel Contracts – include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for contractors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

Apparel Production – includes the cutting and manufacturing of apparel products performed by the contractor or by any Subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

Approved Products – Those products that have been identified in Bid Solicitation as meeting Using Agency needs and confirmed as meeting product specifications.

Authorized Purchasers – shall mean any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch ("State Purchasers"), Cooperative Purchasing Partners, and/or Intrastate Cooperative Purchasing Partners.

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bid Security - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

Bidder – An entity offering a Quote in response to the Division's Bid Solicitation.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a

legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Commercial off the Shelf Software or **COTS** – Software provided by Provider that is commercially available and that can be used with little or no modification.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Contract Amendments agreed to by the State and the Contractor, in writing.

Contract Amendment – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the person with the appropriate signing authority. Contract Amendments are tracked using Change Orders in ***NJSTART***. Please note that Administrative Change Orders (see definition above) are not considered Contract Amendments.

Contractor – The Bidder awarded a Contract resulting from this Bid Solicitation.

Contractor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contract s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants – These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

Customized Software – COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, "Customized Software" is not permitted to be sold to the State under the scope of this Contract.

Days After Receipt of Order (ARO) – The number of Calendar Days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the Bid Solicitation and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director's designee.

Disabled Veterans' Business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract – means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Bidder to all items.

Division – The Division of Purchase and Property.

Equivalent Products – Products offered other than those identified as an Approved Product in this Bid Solicitation that

meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

Evaluation Committee – A group of individuals or a Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Internet of Things (IoT) – the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Intrastate cooperative purchasing participants – refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Life cycle assessment – The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

Life cycle cost – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Master Blanket Purchase Order (Blanket/Blanket P.O.) – A Term Contract that allows repeated purchases from an awarded contract.

Materials in Solid Waste – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

May – Denotes that which is permissible or recommended, not mandatory.

Mobile Device – means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

Net Purchases – means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not ***NJSTART*** is used as part of the purchase process.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Non-Public Data – means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup – The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security – means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –
"Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from

federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Post-Consumer Material – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

Pre-Consumer Material – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder's percentage discount or markup bid is applied.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation.

Protected Health Information or **PHI** – has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not ***NJSTART*** is used as part of the purchase process.

Quasi-State Agency – is 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, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the ***NJSTART*** eProcurement System. QRGs are available on the NJSTART Vendor Support Page.

Quote – Bidder's timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the Bid Solicitation.

Quote Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Recovered Material – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in

the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

Retainage – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Revision – A response to a BAFO request or a requested clarification of the Bidder's Quote.

RMAN – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

Security Incident – means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:
For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).
For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small Business Set-Aside Contract – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated." N.J.S.A. 52:32-19.

Software – means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or **SaaS** – means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

State Confidential Information – shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

State Contract Manager or SCM – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Contract Amendment.

State Data – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State Price Sheet or State-Supplied Price Sheet – the bidding document created by the State and attached to this Bid Solicitation on which the Bidder submits its Quote pricing as is referenced and described in the Bid Solicitation.

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

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

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

US CERT – United States Computer Emergency Readiness Team.

USEPA – United States Environmental Protection Agency.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors or a third party engaged by Contractor or its Subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

9.3 CONTRACT SPECIFIC DEFINITIONS AND ACRONYMS

Advanced Interactive Executive (AIX) – An operating system developed by IBM which provides powerful functionalities such as virtualization, workload management, and high availability, making it suitable for enterprise-level computing.

American Association of Motor Vehicle Administrators (AAMVA) – The American Association of Motor Vehicle Administrators is a nationally recognized tax-exempt, nonprofit organization striving to develop model programs in motor vehicle administration, police traffic services, and highway safety throughout the U.S.A. The association serves as an information clearinghouse for these same disciplines and acts as the international spokesperson for these interests. The State of New Jersey MVC (MVC, NJMVC) is an active participating member of this national trade group.

American National Standards Institute (ANSI) – The nationally recognized organization that establishes and oversees standards and conformity assessment activities in the United States.

Application Program Interface (API) –A source code interface that an operating system provides in order to support requests for services to be made by external computer programs.

Applicable Standards – Standards relevant to the NJMVC Enhanced EDDL System and AAMVA. These may also include Real ID standards within the foreseeable future.

Basic Driver License – A license issued by the State of New Jersey Motor Vehicle Commission (MVC) to individuals who are at least 18 years old and have successfully completed the Provisional License and/or Examination Permit phases, or successfully transferred a valid out-of-state license to operate a motor vehicle.

Central Image Repository (CIR) – A relational Database Management System (DBMS) in a secure Cloud environment. The CIR stores multiple colors, unique facial images, and signatures per individual. (Note: Only the MVC chief administrator has the authority to release or disclose these secure images). The MVC may authorize other government agencies and non-government users to access the CIR.

Central Issuance (CI) – the ability for an authorized contract vendor to print DL, Permit or ID card privilege documents through one (1) designated Central Location.

Central Print Facility (CPF) – A physical, brick-and-mortar location where the Contract vendor shall print and mail DL, Permit and ID Cards to customers.

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

Commercial Driver License Information System (CDLIS) – A nationwide computer system that enables state driver licensing agencies (SDLAs) to ensure that each commercial driver has only one (1) driver's license and one (1) complete driver record. Established under the Commercial Motor Vehicle Safety Act (CMVSA) of 1986, CDLIS is based on Federal Motor Carrier Safety Regulations in 49 CFR 383 and 384. CDLIS is used by SDLAs such as NJMVC in conjunction with the National Driver Register (NDR) to exchange information about commercial drivers, traffic convictions, and disqualifications. Participating states must use both the CDLIS and NDR to cross-check a driver's record, and to make certain an applicant does not already possess a CDL.

COMP (Mainframe) - Also known as BINARY, is a USAGE type used to store signed decimal numbers in pure binary format. This format is used for arithmetic operations as it provides efficient storage and fast computation.

Composite Image Files (CIF) – These are secure files of individual records containing unique photograph and signature images, biographical and driver's license data, as well as other applicable transaction and status data appropriate to each record.

Cloud-based Point of Sales (CPOS)- A point of sale system that utilizes cloud payment services that can be accessed by the internet, anytime, anywhere, via multiple devices to process tasks or payments.

Data Encryption Standards (DES) – A standardized encryption scheme approved for use within the United States by the National Security Agency (NSA).

Data Extraction Process (DEP) – A method of pulling information or data from a data source.

Demographic Data – Any data pertaining to customer license information, i.e. name, address, license class/endorsement/restrictions, fees, image, and signature.

Division of Revenue (DOR) – A unique Division of the Department of the Treasury in the State of New Jersey.

Driver License (DL) – A NJ State-issued and numbered document authorizing an individual to legally drive and operate one or more various types of motorized vehicles depending on the brand or class, endorsements, and/or restrictions. This document may also be referred to as a driver's license "card".

Driver License Identification Number (DLN) – The unique number that is assigned to an individual driver's license.

Embedded Inventory Number (EIN) – A unique serial number manufactured into the blank card stock used to produce finished, numerically assigned individual DL, Permit, and IDs. The EIN is the serialized tracking number essential for inventory management, process auditability, and fraud detection on each piece of usable card stock produced. The EIN is carried forward on every DL, Permit, and ID card produced and distributed to a NJ State licensed motor vehicle operator.

Enhanced Digitized Driver License (EDDL) – a Driver's License, Permit, or ID card produced using a digitally captured photograph and signature image. The digital information is kept in a database for retrieval by authorized individuals for verification of the individual's identity and authentication of the DL, Permit, and ID document.

Enhanced Document Creation – The production term utilized for producing the physical EDDL document. The resultant product is the final New Jersey State-issued (MVC) EDDL document carried by the driver.

Enhanced Document Post-Processing – Any process that prepares the physical EDDL for the document mailing process to each NJ state-licensed individual. Post-processing operations include attaching the physical EDDL to a mailing insert document carrier, as well as folding, envelope insertion, and sealing.

Enhanced DDL Document Mailing – The process of transforming sealed, fully prepared envelopes, which include the physical hard-copy EDDL and all appropriate insertion materials, to a mail-ready US Postal Service (USPS) mail stream. Completed mail stream bundles are ready for transport to and delivery by the USPS. Related mailing processes include sorting, applying postage, and reporting (e.g. – Mail Discount reports).

Extract Transform and Load (ETL) – A tool used for performing data conversions from one (1) system to another.

Facial Recognition (FR) - A face analyzer is software that identifies or confirms a person's identity using their face. It works by identifying and measuring facial features in an image.

Facial Recognition System (FRS) - A method of identifying a human face through technology known as biometrics, oftentimes mapping facial features from a photograph or video and then comparing the information with a database of known faces to find a match.

Garden State Network (GSN) - the State of New Jersey currently employs the Garden State Network (GSN) for government agency telecommunications, managed and supported by OIT. GSN is available statewide to meet the needs of agencies for dedicated and switched services in support of centralized and distributed data processing applications resident in mainframe, mini-computer, local area network (LAN), and personal computer environments. All major applications (e.g., – servers, criminal justice, social services, education, human resources, payroll, lottery, transportation, accounting, purchasing, employment services, etc.) use the GSN. Currently, GSN serves over 25,000 users and handles 1.4 billion agency transactions yearly.

Identification Number (ID Number) – A unique non-driver identification number, similar to a driver's license (DL) number but with fewer privileges, generated by the State of NJ to identify an individual who is not qualified, or is no longer eligible for possession of a NJ driver license.

Identification Card (ID card) – A card issued to a resident of the State of New Jersey fourteen (14) years of age or older, who does not hold a valid learner's permit or driver's license. A Handicapped ID Card, K Class is also made available for issue to special needs individuals.

Image - Any unique digitized signature and/or photo of a specific individual with matching Personal Identifiable Information (PII) and biographical data necessary to authorize and print a valid motor vehicle driver's license (DL or Permit) or non-driver identification (ID) card for that same individual within the State of New Jersey.

Image Capture (IC) - The process of obtaining a digital image from a vision sensor, such as a camera.

Image Capture Application (ICA) – The Image Capture Application describes the means to capture, temporarily store, and electronically send an individual cardholder's unique, digitized image, signature, and essential biographic information relative to that customer.

Image Capturing System (ICS) – A system used to capture and process digital images. This requires a hardware interface known as a frame grabber, which captures single frames of video, converts the analogue values to digital, and feeds the result into the computer memory. The captured image is processed and then stored in a specified database system.

Image Retrieval System (IRS) – Interface system utilized to retrieve images from the central image repository.

Image Management System (IMS) – Performs One One (1:1), One to Few (1: Few) and One to Many (1: Many) checks to verify a DL/Permit or ID holder does not possess multiple images on the Central Image Repository (CIR) database.

Inventory Management for OTCCIS and Report System (IMRS) – Tracks all materials and supplies inventory required for Enhanced DDL System operations, maintenance, and reporting.

International Standards Organization/International Electro-technical Commission (ISO/IEC) – An independent, non-governmental (NGO) international organization with a membership of 169 national standards bodies responsible for the development, maintenance, and promotion of voluntary, consensus-based, market-relevant international standards that support innovation and provide solutions to global challenges in the fields of science and technology.

Issuance Tracking Application (ITA) - Software that helps teams document, prioritize, and resolve issues that arise during project development. This can include tasks, bugs, and other project-related challenges. Issue tracking is beneficial in software development for fixing code defects using bug-tracking tools.

JavaScript Object Notation (JSON) – A JavaScript format used for storing and exchanging data. JSON is an alternative to XML that is lightweight and requires less formatting.

Joint Application Development (JAD) – Facilitated sessions led by the Contractor performed in groups for obtaining information from end-users as input for development requirements and design deliverables.

Local Area Networks (LANs) – A collection of devices connected together in one physical location, such as a building, office, or home.

Management Operations System - The framework organizations, teams and managers use to define their expectations, processes and goals. It can be a useful tool for considering operations, aligning activities and capitalizing on improvement opportunities.

Mobile Agency Units (MAUs) – mobile units which can be used to help augment customer processing at existing brick and mortar agencies during peak transaction periods. The new units are truck-style vehicles that contain most of the features present in a traditional MVC agency. Customers can use them to renew or obtain duplicate driver licenses, obtain a non-driver ID, and renew their vehicle registration.

Mobile Application Development Platform (mAPD) – A type of software that allows a business to rapidly build, test and deploy mobile apps for smartphones or tablets.

Mobile Driver License (mDL) – DL, Permit, and ID documents accessible through an electronic device.

Mobile Point of Sales (MPOS) - A portable point of sale system utilized on a smartphone or tablet that functions as a register to process tasks or payments.

Motor Vehicle Agency (MV Agency) – A State facility operated by and under the purview of the New Jersey State Motor Vehicle Commission, where an applicant can pay, process, and be issued a valid New Jersey State authorized driving permit, license, ID, vehicle registration, or title.

Motor Vehicle Commission (MVC, NJMVC) – The New Jersey State entity that, among other things, issues valid NJ state-authorized motor vehicle driver licenses, vehicle titles, registrations, and certain types of business operations.

Motor Vehicle Services Comprehensive System (MVSCS, COMP) – The collection of mainframe subsystems and applications that support the MVC and provide data to the DDL System. The COMP system includes driver testing, licensing, driver history, registration, title, and revenue systems.

Motor Vehicle Services Agency System (AGENCY) – The MVC utilizes forty-six (46) BULL ESCALA servers to access the COMP System from each of the MVC Agencies and other sites.

Motor Vehicle Services Data Exchange via XML (DEXML) – The MVC currently utilizes a Simple Object Access Protocol (SOAP), Application Programming Interface (API), (SOAP-API) for vendors to communicate and exchange data with the COMP system. This system will be superseded with the modernized RESTDEX series of APIs.

Motor Vehicle Services Data Exchange via XML (RESTDEX) – The MVC will provide current industry standard APIs utilizing REST architectural style with data exchanged in Javascript Object Notation (JSON) formats.
NOTE: All vendors are required to update/create systems to interface with series of API's.

MVC IT – The centralized information technology support organization operating within the New Jersey Motor Vehicle Commission.

National Institute of Standards and Technology (NIST) - an agency of the United States Department of Commerce whose mission is to promote American innovation and industrial competitiveness.

Near Field Communications (NFC)- a short-range wireless technology that allows your cellular phone to act as a transit pass or credit card to quickly transfer data, or instantly pair with Bluetooth devices like headphones and speakers.

NEW Data Exchange (RESTDEX) – The MVC will provide current industry standard APIs utilizing a REST architectural style with data exchanged in JavaScript Object Notation (JSON) formats. All vendors are required to update or create systems to interface with a series of APIs.

North American Security Products Organization (NASPO) – the organization that develops National and International security standards and supports such standards through education, auditing, and certification.

Office of Information Technology (OIT) – The New Jersey Office of Information Technology (OIT), is the central IT entity established in accordance with Executive Order No. 87, effective September 1998. It is an independent organization "in but not of" the Department of the Treasury. OIT is responsible for telecommunications and information processing needs within the Executive Branch of State government on an enterprise-wide basis. OIT services fifteen (15) departments and numerous Agencies within the State of NJ. OIT's mission is to enable excellence in New Jersey State government through effective use of information technologies.

Optically Variable Device (OVD) – Material that changes appearance when viewed from a different angle.

Operational Readiness Testing (ORT) - A specialized testing technique that helps evaluate a software product's operational readiness before deployment in the production environment. This ensures that the system and different components are defined per the standard operating environment.

Operating System Image - A collection of the programs and data files needed to make an operating system functional.

Oracle Database - A proprietary multi-model database management system (DBMS) software that controls the storage, organization, and retrieval of data.

Over-the-Counter Card Issuing System (OTCCIS) – The current decentralized license and identification card issuing system utilized by MVC within its various agency locations.

Permit – Document generated for all applicants applying for an initial NJ DL, transfers, or upgrade to a New Jersey driver's license and/or endorsement/restriction change. Individual applicant's photo and signature data are captured at the time of the first issuance of an initial permit. Permits are the first step for new drivers seeking to obtain a New Jersey driver's license.

Point of Service (POS) – A Cloud-Based cash collection and management system. POS workstations serve as a Point of Service Cash Register System throughout the MVC.

Quality Control (QC) – An established system of maintaining standards in manufactured products and services by testing a

sample of the output against the specification and ensures manufactured product(s) or performed service(s) adhere to a defined set of quality criteria and meets the requirements of the client or customer.

Real ID Act – On May 11, 2005, U.S. Congress passed the Real ID Act creating national security standards for state driver licenses and identification cards. The Act establishes certain standards, procedures, and requirements that must be in place if state-issued driver's licenses and identification cards are to be accepted as valid identification for federal purposes. More information can be found at www.dhs.gov./realid .

Regional Service Center (RSC) – Currently six (6) RSC are located throughout the State. These NJMVC RSCs are designed to accommodate the diverse needs of the MVC customer and are capable of fulfilling the functions of an MV Agency, Driver Testing Site, and Driver Conference/License Review Unit at one (1) location. RSCs provide customers assistance with more complex motor vehicle transactions and related issues than those that can be addressed by the typical MVC agency.

Skip the Trip (STT) – MVC's method of online and/or mail in document issuance. Documents are printed at a central location and mailed via the USPS. For the purposes of this RFP, this process refers to the driver licensing portion of the STT process.

Software Development Lifecycle (SDLC) - A cost-effective and time-efficient process that development teams use to design and build high-quality software. The SDLC process includes planning, writing, modifying, and maintaining the software of a system

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Solid State Drives (SSD) - An electronic storage drive built on solid state architecture.

System Pilot Testing - a type of Software testing which is performed by a group of end-users prior to the deployment of the software in production**.**

User Acceptance Testing (UAT) – Also known as Operational Readiness Testing (ORT) is a system-testing phase in which the end-user or customer organization tests for functionality and accuracy. UAT's purpose is to assess system readiness (by end users and associated users) for implementation and release to a production environment.

Veteran's Gold Star – This title is reserved for families of military members who have died in the line of duty, is meant to honor the service member's ultimate sacrifice while acknowledging their family's loss, grief and continued healing.

Virtual Private Network (VPN) – A private communications network used to communicate confidentially over a public network, (e.g., the Internet) on top of standard protocols, or over a service provider's private network. A VPN can send data (e.g., voice, data video, or a combination of these media) across secured and encrypted private channels between two (2) or more points of communication.

Wide Area Network (WAN) – WANs are used to connect Local Area Networks (LANs) and other network types together, allowing users and computers in one (1) location to communicate with users and computers in other locations.