



**New Jersey
Motor Vehicle Commission**

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STATE OF NEW JERSEY

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Raymond P. Martinez
Chairman and Chief Administrator

**Request for Quote
Commercial Driver License (“CDL”)
Third-Party Testing Services**

Pilot Program

RFQ 1247099S-2

Period of Performance: June 1, 2018 until May 30, 2019

Question and Answer (Q&A) Period: January 8, 2018 to January 12, 2018

Proposal Due Date: 2:00 pm (Eastern) February 28, 2018

All Questions and Proposals must be addressed directly to: Procurement@mvc.nj.gov and submitted in writing via email no later than 2:00 pm (Eastern) on each of the respective closing dates.

IMPORTANT NOTE: ALL VENDOR (BIDDER) E-MAIL CORRESPONDENCE IN RESPONSE TO THIS RFQ, INCLUDING BIDDER QUESTIONS, MUST CLEARLY STATE “CDL 3RD PARTY TESTING SERVICES PILOT PROGRAM RFQ” IN THE SUBJECT LINE OF EACH E-MAIL.

No phone calls will be accepted and additional written inquiries will be answered only during the designated Question and Answer Period stated above.

No additional questions will be accepted and no response will be provided for late question submittals time stamped after 2:00 pm on January 12, 2017.

Proposals received and time stamped later than 2:00 pm Eastern on February 28, 2018 will be deemed unresponsive and rejected with no further consideration or review by the Commission.

Bidder Eligibility: This procurement is open to those individuals and firms within the commercial vendor community registered to conduct business in the state of New Jersey that satisfy the minimum qualifications stated herein.

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Pilot Program

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1. PURPOSE AND INTENT

This solicitation is a Request for Quote (“RFQ”) issued by The State of New Jersey Motor Vehicle Commission (“Commission”). The purpose of this RFQ is to solicit proposals for a Commercial Driver License (“CDL”) Testing Pilot Program, in compliance with and in response to, legislation recently enacted by the State of New Jersey (“State”) under P.L. 2017, c. 10. Pursuant to N.J.S.A. 39:3-10.9, the Commission is responsible for CDL testing and licensing in New Jersey, and pursuant to N.J.S.A. 39:3-10.21, the Commission has the authority to authorize any necessary persons, including a private driver training facility or other private institution, to administer the skills tests for a CDL or endorsement. The Commission reserves the right to include individual CDL qualified owner operators for consideration as an authorized Skills Test Administrator. This RFQ is issued pursuant to N.J.S.A. 39:3-10.21a, which established a Commercial Driver License Pilot Program (“Pilot Program”). The Pilot Program will consist of the appointment of three (3) private third-party vendors to administer the skills tests for CDLs and endorsements, with one third-party vendor each to be located in the northern, central, and southern regions of the State. The Pilot Program shall be for the period of one (1) year.

For the purposes of this RFQ and any resulting appointment a Skills Test Administrator shall be identified as a Third-Party Tester (“TPT”). A TPT is defined as a properly qualified individual or entity approved by the Commission to provide specialized services as part of the Pilot Program, to the Commission by conducting CDL skills tests on behalf of the Commission pursuant to N.J.S.A. 39:3-10.21, 39:3-10.21a, N.J.A.C. 13:21-23.17 and 49 CFR 383.75. It is the purpose of this RFQ and any resulting agreement to facilitate the testing of New Jersey’s CDL applicants under New Jersey State and federal skills testing standards. New Jersey State law requires the Commission to test all commercial drivers and CDL applicants.

The Commission and its subject RFQ intends to solicit proposals to conduct only Basic Skills Testing for Class “A”, “B” and “C” CDLs, and Passenger (“P”) and School Bus (“S”) endorsements. CDL Knowledge Testing shall remain separate and apart from any agreement or contract resulting from this RFQ.

This entire RFQ consists of this document, as well as the TPT Memorandum of Agreement (“Agreement” or “Contract”) with the TPT and all Attachments, including the “Market Analysis Commercial Driver License (CDL) Testing Services Pilot Program” (Attachment 1) and the “Qualification Standards for Pilot Program (QSPP)” (Attachment 2), inclusively. All respective RFQ documents listed in their entirety, along with any additional forthcoming written Amendments, Addenda and/or Bidder Question and (Commission) Answer responses (“Q&A”), relative Q&A communications and subsequent public postings establish the necessary Commission authorization to publicly and competitively solicit Bidder proposals to meet the standards and deliverable requirements identified within this RFQ. This RFQ as detailed above in its entirety contains all information necessary for a Bidder to prepare and submit a responsive proposal, for equitable evaluation and subsequent TPT appointments by the Commission to conduct CDL skills testing of commercial drivers on behalf of the Commission as a Commission-authorized TPT. More specifically, the Scope of Work specified within Section 12 of this comprehensive RFQ includes an attached Agreement, QSPP and Market Survey in addition to the various vendor registrations, forms, terms and conditions which set forth all requirements necessary for a responsive proposal submittal and TPT qualification.

The Commission intends to appoint three (3) TPTs to administer the skills tests for a CDL or endorsement. Each authorized TPT appointment will be made by the Commission in writing with a fully executed Agreement following review and evaluation of all responsive proposals submitted in response to this RFQ. The Commission will base each appointment decision on the evaluation results and score ranking of all responsive proposal submittals. The Commission will appoint a TPT for each specific geographic region within the State, i.e., North, Central and Southern regions as specified and determined within this RFQ.

The intent of this RFQ is to award three (3) regional contracts (one (1) for each specified region) to those responsible Bidders whose proposal is deemed to be responsive, conforming to this RFQ and most advantageous to the Commission and the State, price and other factors considered. The Commission will appoint a TPT at its own discretion based upon the evaluation and scoring results of each Bidder's responsive proposal. The Commission's Chief Administrator ("Chief Administrator") however, reserves the right to separately procure individual requirements that are the subject of any Agreement resulting from this RFQ during its specified term, when deemed to be in the best interest of the Commission and State.

Evaluation of Bidder proposals for contract award will be based upon the Commission's perceived and/or stated "optimal" value of services and resources proposed by a Bidder. The Bidder's score and ranking will be based on its written response to Attachments 1 and 2 in combination with any Fees, Firm Fixed Price, or "Total Cost" proposed within a Bidder's comprehensive proposal. TPTs appointed as a result of this RFQ are bound to pricing restrictions and allowable fees detailed within the Agreement, of which all Bidders and TPT appointees must be knowledgeable and aware as an inclusive part of this RFQ. The State of NJ Standard Terms and Conditions ("SSTC") accompany this RFQ Solicitation and will apply to all Agreements, contracts and if / where applicable, Fees, Pricing and Blanket P.O.s, made with the State of New Jersey. These SSTCs are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

STTC Link:

<http://www.nj.gov/treasury/purchase/forms/9.14.17%20NJ%20Standard%20Terms%20and%20Conditions%20with%20Signature%20Block.pdf>

2. BACKGROUND

The Commission, on or about April 20, 2017, released a Market Analysis inquiry document ("Attachment 1") as a result of P.L. 2017, c. 10. The resulting response from this market analysis provided the Commission with some additional insight to the interest, services and capabilities available from the commercial contractor community for the proposed Pilot Program.

3. KEY EVENTS

Electronic Question and Answer Period

The Commission will electronically accept questions and inquiries from all potential Vendors (Bidders) via email addressed to: Procurement@mvc.nj.gov . **No phone calls will be accepted and additional questions or inquiries time stamped later than the last closing date and time of the Question and Answer Period will not be answered.**

- a. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

- b. Each question should begin by referencing the RFQ page number and section number to which it relates.

Outside of the electronic Question and Answer period, as designated and permitted herein, a Bidder must not contact The Commission and/or its Procurement Division personnel directly, in person, by telephone or by e-mail, concerning this RFQ.

The cut-off date for electronic questions and inquiries relating to this solicitation is indicated on the RFQ title page. In the event questions are posed by any Vendor or Bidder, answers to such questions will be issued by a RFQ Amendment {Addendum}. Any Addendum to this RFQ will become part of this solicitation and part of any Agreement resulting from this RFQ. Amendments and Addenda to this RFQ, if any, will be posted as a File Attachment to the RFQ after the cut-off date.

IMPORTANT NOTE: ALL VENDOR (BIDDER) E-MAIL CORRESPONDENCE IN RESPONSE TO THIS RFQ, INCLUDING BIDDER QUESTIONS, MUST CLEARLY STATE “CDL 3RD PARTY TESTING SERVICES PILOT PROGRAM RFQ” IN THE SUBJECT LINE OF EACH E-MAIL.

4. VENDOR (BIDDER) SUPPORT

Vendors (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.

It is the Vendor’s (Bidder’s) responsibility to ensure that its Vendor ID, New Jersey Business Registration and all required forms are complete and up to date prior to submittal of any quote or proposal in response to this RFQ. The Vendor (Bidder) should provide documented evidence of its up to date, completed NJ Business Registration, Vendor Identification number and forms with its proposal in response to this RFQ.

5. OPTIONAL and/or RANDOM SITE VISIT

An Optional Site Visit may be scheduled to visit or inspect a Bidder’s facility(ies) prior to any appointment of a TPT and throughout the one-year (1yr) term of this Pilot Program. The Commission will notify any Bidder of interest and/or appointed TPT in writing of the date and time requested for a site inspection. If contacted by the Commission for a site inspection, the Bidder or TPT must provide a written response to The Commission within one (1) business day to schedule the requested site inspection.

Any attending representative on behalf of a Bidder or TPT may represent only one (1) potential bidding entity at a requested site visit during an active RFQ.

NO QUESTIONS OR INQUIRIES WILL BE ACCEPTED OR ANSWERED BY THE COMMISSION DURING AN OPTIONAL SITE VISIT OCCURRENCE WITHIN THE ACTIVE BIDDING PERIOD OF THIS RFQ. ALL QUESTIONS ARE TO BE HELD AND SUBMITTED IN ACCORDANCE WITH RFQ QUESTION AND ANSWER PERIOD.

The Commission reserves the right to extend and expand the scope of any Optional Site Visit to include any additional Bidder facilities proposed or any additional TPT appointee added during the one (1) year Pilot Program.

6. ADDITIONAL INFORMATION

RFQ Amendments (Addenda) or Revisions to this Solicitation

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by RFQ Amendment (also referred to herein as “Addendum” or “Addenda.”). Any Addendum to this RFQ will become part of this solicitation and part of any Contract resulting from this RFQ. Amendments and Addenda to this RFQ, if any, will be posted as a File Attachment to the RFQ as necessary.

There are no anticipated or designated dates for release of RFQ Addenda. Vendors holding a commodity code registration in one or more of the RFQ advertisement entities should receive notification of any RFQ Amendment(s) if that notification feature and service are available. If a Vendor is not on a bid holder list to receive notifications related to a RFQ, all Amendments (Addenda) will be made viewable on the “Summary” page of this RFQ as required.

BID AMENDMENTS (ADDENDA) WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE “SUMMARY” PAGE OF THIS RFQ.

It is the sole responsibility of the Vendor (Bidder) to be knowledgeable of all Bid Amendments {Addenda} related to this procurement. An interested Vendor (Bidder) should check the RFQ web-posting site(s) on a daily basis to ensure its ability to review the most updated information.

7. CONTENTS OF PROPOSAL

Proposals may be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or 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.

All information submitted by a Vendor (Bidder) in response to this RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor (Bidder). Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the RFQ contains a negotiation component, the Proposal will not be subject to public disclosure until intent to award is announced.

As part of its Proposal, a Vendor (Bidder) may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law but must explain in writing the basis for such assertion. The location of any such exempt designation should be clearly stated by the Vendor (Bidder) in a cover letter to its Proposal. The Commission and the State reserve the right to make final determination as to what is proprietary or confidential, and The Commission will advise the Vendor (Bidder) accordingly. Any proprietary and/or confidential information in a Proposal will be redacted by the Commission as necessary.

The State will not honor any attempt by a Vendor (Bidder) to designate its entire Proposal and/or any proposed fees or prices as proprietary, confidential and/or to claim copyright protection for its entire Proposal.

Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor’s (Bidder’s) assertion of confidentiality with which the State and/or the Commission does not concur, the Vendor (Bidder) shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the sole responsibility of the Vendor (Bidder). The State and the Commission assume no such responsibility or liability.

By signing the RFQ Signatory Page, the Vendor (Bidder) waives any claims of copyright protection set forth within a fee schedule, price list and/or promotional brochures, flyers or catalogs. Any fee schedule, price list and/or promotional brochures, flyers or catalogs must be accessible to the Commission, the State and any appropriate NJ State Cooperative Purchasing Program participants as designated during the course of this Pilot Program if applicable and thus must be made public to allow all eligible purchasing entities access to necessary information.

8. ANNOUNCEMENT OF PROPOSAL INFORMATION

On the date and time Proposals are due under this RFQ, all information concerning the Proposals submitted by a Vendor (Bidder) may be publicly announced and shall be available for inspection and copying except as noted below:

- a. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
- b. Where negotiation is contemplated, only the names and addresses of the Vendors (Bidders) submitting Proposals will be announced. Contents of the Proposals shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Commission.

9. QUOTE PROPOSAL ERRORS

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

- a. *PROPOSAL WITHDRAWAL*
 - i. *PRIOR TO DUE DATE DEADLINE*

A Vendor (Bidder) may withdraw its Proposal submission prior to the Proposal Deadline Date however, Vendors (Bidders) should note that while withdrawn Proposals may remain viewable the Commission cannot considered a withdrawn Proposal for evaluation or appointment of a TPT. The Vendor (Bidder) may submit a revised Proposal as long as the Quote Proposal is received by the Commission prior to the Proposal Deadline Date.

- ii. *AFTER THE DUE DATE DEADLINE BUT PRIOR TO APPOINTMENT OF A TPT*

If a Vendor (Bidder) discovers an error in its Proposal, the Vendor (Bidder) may make a written request, via email to Procurement@mvc.nj.gov to withdraw its Proposal from consideration for award. If the Vendor's (Bidder's) request to withdraw is made in good faith, and the Commission will not be significantly prejudiced by granting the withdrawal of the Proposal beyond the loss of any benefit of bargain to the Commission of the withdrawing Vendor's (Bidder's) offer, the request shall be granted. Evidence of the Vendor's (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 an appointment of a TPT as a result of this RFQ would be unconscionable; that the mistake relates to a material feature or term of the Vendor's (Bidder's) Proposal and that the mistake occurred notwithstanding the Vendor's (Bidder's) exercise of reasonable care. After the Due Date Deadline, while pursuant to the provisions of this section a Vendor (Bidder) may request to withdraw its Proposal and the Chief Administrator or authorized Commission designee may allow said Vendor (Bidder) to withdraw its Proposal. The Commission may also take notice of repeated or unusual requests by a Vendor (Bidder) to withdraw a

Proposal and take those prior requests to withdraw into consideration when evaluating the Vendor's (Bidder's) future Proposals.

All Proposal withdrawal requests must be in writing and include the RFQ identification number and the final Due Date Deadline and be sent via email to Procurement@mvc.nj.gov.

If during a Proposal evaluation process, an obvious pricing error made by a potential Vendor (Bidder) and/or possible TPT appointee is found, The Chief Administrator or authorized Commission designee shall issue written notice to the Vendor (Bidder). Where applicable, the Vendor (Bidder) will have up to five (5) business days after receipt of the notice to confirm its Fee Schedule, Firm Fixed Price, or "Total Cost" proposed. If the Vendor (Bidder) fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given to it.

If an arithmetic disparity is discovered between any unit price and the subsequent total extended price, the unit price shall prevail. If there is any other ambiguity in any applicable Fee Schedule, Firm Fixed Price, or "Total Cost" proposed, other than a disparity between the unit price and extended price and the Vendor's (Bidder's) intention is not readily discernible from other parts of the Proposal, the Chief Administrator or authorized Commission designee may seek clarification from the Vendor (Bidder) to ascertain the true intent of the Proposal. If the Vendor (Bidder) inadvertently proposes any "discount" to a unit price, the discounted unit cost will prevail.

10. QUOTE PROPOSAL ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote Proposal and N.J.A.C. 17:12-2.2, which defines causes for Proposal rejection, apply to all Quote Proposals and will be applied to the Chief Administrator or authorized Commission designee for the purposes of this RFQ. In addition, pursuant to N.J.S.A. 52:34-12, the Director and again, for the purposes of this RFQ the Chief Administrator or authorized Commission designee, retain the right to reject all Proposals if it is in the public interest and or best interest of the Commission.

JOINT VENTURE

If a Joint Venture is submitting a Proposal, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote Proposal. Authorized signatories from each party comprising the joint venture must sign the Signatory Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements specified within this comprehensive RFQ and its respective Attachments.

11. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- a) "*Bid or Solicitation*" ("*RFQ*" or "*Solicitation*") shall mean series of documents, which establish the bidding requirements and solicits Quotes and/or Proposals to meet the needs of The Commission and any Using Agency(ies) as identified herein, and includes the full comprehensive document set, language and specifications as well as the State of NJ Standard Terms and Conditions ("*SSTC*"), fee schedule, attachments, and Bid Amendments ("*Addenda*").

- b) *"Bid Amendment"* (*"Addendum"*) shall mean any written clarification or revision to this RFQ issued by the Commission. Bid Amendments (Addenda), if any, will be issued prior to Quote {Proposal} opening.
- c) *"Business Day"* shall mean any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.
- d) *"CDL"* shall mean Commercial Driver License.
- e) *"CDL Test Route"* shall mean the areas for completing the pre-trip inspection, or safety inspections, basic controls and road test, which is approved by the Commission.
- f) *"CFR"* shall mean the Code of Federal Regulations related to the "FMCSR" Federal Motor Carrier Safety Regulations promulgated by the U.S. Department of Transportation.
- g) *"Code of Ethics"* shall mean the level of professionalism that is expected from every Third Party Tester ("TPT").
- h) *"Conflict of Interest"* shall mean a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization.
- i) *"Contract"* shall mean all Terms and Conditions, Statements of Work, Agreements and any amendments, the Agreement, attachments or exhibits properly executed and included as part of this comprehensive RFQ in its entirety.
- j) *"Contractor"* shall mean any Commission appointed School District, Transit Agencies, Independent Third Party Tester, Testing Organizations or other entity performing Services under this Contract.
- k) *"Contract Manager"* shall mean the representative identified in the text of this Contract and designated by The Commission with the authority to administer this Contract.
- l) *"CSTIMS"* shall mean the Commercial Skills Test Information Management System.
- m) *"Data Security Breach"* or *"Breach"* shall mean unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Personal Information as specified within this comprehensive RFQ in its entirety.
- n) *"Examiners' Manual"* means the Commercial Driver's Examiners' Manual promulgated by the State of New Jersey, Motor Vehicle Commission.
- o) *"Evaluation Committee"* shall mean an established committee or Division staff members assigned by the Commission to review and evaluate Quote Proposals submitted in response to this Bid Solicitation RFQ and recommend a TPT appointment to the Chief Administrator.
- p) *"FMCSA"* shall mean the Federal Motor Carrier Safety Administration.
- q) *"FMCSR"* shall mean the Federal Motor Carrier Safety Regulations promulgated by the U.S. Department of Transportation.
- r) *"May"* denotes that which is permissible or recommended, not mandatory.
- s) *"No Bid"* means the Vendor (Bidder) is not submitting a Proposal for an item on a price line.

- t) *"No Charge"* means the Vendor (Bidder) will supply an item on a price line free of charge.
- u) *"Ownership Disclosure Form"* refers to the Statement of Bidder/Vendor Ownership as utilized in **NJSTART**.
- v) *"Performance Audit"* shall mean the evaluation of the Skills Test Examiners CSTIMS data, performance of a skills test to include a pre-trip inspection, basic controls, and road test in accordance with CFR 49.383.75.
- w) *"Personally Identifiable Information"* shall mean information that can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name.
- x) *"Report Audit"* shall mean the monthly evaluation of the CDL Skills Test Examiners CSTIS Data, customer Skills Test Results forms and, upon request, Test Score Sheets.
- y) *"Shall or Must"* denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Quote Proposal as non-responsive.
- z) *"Should"* denotes that which is permissible or recommended, not mandatory.

Supplemental Definitions

- aa) *"CDL Test Manual"* shall mean the Commercial Driver's Testers' Manual promulgated by the New Jersey Motor Vehicle Commission.
- bb) *"Skills Test Examiner" (STE, Examiner, third party examiner, or examiner) shall mean an authorized, individual certified to administer the CDL Skills Test on behalf of a Commission appointed TPT.*
- cc) *"Third Party Tester" (TPT) shall mean any Contractor authorized and appointed by the Commission to conduct and administer CDL skills tests.*
- dd) *"Vendor (Bidder)" means any entity offering a Quote Proposal in response to this RFQ.*
- ee) *"Vendor (Contractor)" means the Vendor (Bidder) appointed by the Chief Administrator as a TPT resulting from this comprehensive RFQ and its defined proposal evaluation procedures.*

12. SCOPE OF WORK

The purpose of this RFQ is to identify qualified vendors that can provide the FMCSA-required CDL skills tests in a commercial motor vehicle ("CMV") for issuance of a CDL to New Jersey residents.

The Commission is required, at a minimum, to comply with federal standards established by the FMCSA.

In addition to federal requirements, the Commission has unique requirements that may become a part of any contract issued by the State.

Initially, the first year (Yr1) of any TPT appointment or Agreement issued will be limited to a Pilot Program. The Commission may consider additional out-year Agreement extensions and as a result, this comprehensive RFQ may include Amendments or Addenda to better coincide with the State's best interest.

Federal Standards for CDL Training and Testing

The minimum requirements as per the FMSCA may be viewed by going to the following link:

[eCFR — Code of Federal Regulations](#)

*New Jersey Specific Requirements
Vendor Location and Equipment Requirements*

The successful Bidder(s) shall deliver a solution that includes but is not limited to all Agreement requirements in addition to each of the following necessary requisites. The Contractor must provide:

- Adequate and safely maintained testing location(s) for administration of the CDL skills test. Test locations for administration of the CDL skills test must be approved, prior to initiating skills testing, by the Commission.
- Appropriately registered, inspected and insured commercial motor vehicles provided for testing.
- Commercial motor vehicles used in skills testing shall meet the minimum safety standards in the most recent edition of the "North American Standard Out-of-Service Criteria", as published annually by the Commercial Vehicle Safety Alliance. Vehicles found in violation of these standards shall not be used for skills test.
- An applicant who desires to apply for certification as an STE shall enroll in and successfully complete a course of instruction as determined by the Commission before the applicant will be considered for approval and certification as an STE. The STE conducting skills testing will be required to certify with AAMVA as a Certified Commercial Examiner. All fees incurred will be paid for by the appointed STE. The dates and locations of courses of instruction shall be determined by the Commission.
- Immediately notify the CDL Coordinator or his or her designee, followed by certified written notification within five (5) days, of the separation or resignation of employment of any third-party examiner. The certificate and identification card issued to the examiner shall be returned to the Commission with the certified written notification, along with all other controlled documents issued to the third-party examiner.
- Any controlled documents deemed lost, stolen, or destroyed are to be reported to law enforcement immediately, and a copy of the completed police report is to be forwarded to the CDL Coordinator or his or her designee immediately.
- Separate any skills testing program operations from any driver training.
- The vendor shall be required to utilize and secure Commission approved Skills Test Score Sheets.

Under no circumstances is a third-party examiner or TPT permitted to release copies of any Skills Test Score Sheet, Scoring Criteria, exercise dimensions, etc. to anyone other than a Commission CDL examiner, or post to any website/public domain. All materials related to CDL skills testing for both class and endorsements must be kept secure. Failure to do so will result in immediate termination from the program.

ADDENDUM TO THIS RFQ

If it becomes necessary to revise any part of this RFQ, or if additional information is necessary for a clearer interpretation of provisions of this RFQ prior to the due date for proposals, an Addendum will be posted on the Commission website (Link: <http://www.state.nj.us/mvc/About/bidding.htm>). If such Addenda issuance is necessary, the Commission may extend the due date of proposals to accommodate such additional information requirements as appropriate.

SKILLS TEST

The CDL skills test is composed of three parts: a vehicle inspection test, basic control skills test, and an on-road test. The skills test must be administered and successfully completed in the following order: Pre-trip inspection, basic vehicle control skills, on-road skills. The design intent of the skills test is that all segments are to be completed in one scheduled session, i.e., one business day. If an applicant fails one segment of the skills test, the applicant cannot continue to the next segment of the test. All tests have one score sheet and objective scoring criteria.

- a. **Physical Qualifications.** Prior to any examination, an applicant shall be provided with a copy of the physical qualifications for commercial motor vehicle drivers from the Federal Motor Carrier Safety Regulations at 49 CFR 391.41.
- b. **Skills examination requirements.** The skills examination for a commercial driver license administered by a third-party examiner shall:
 1. Include all specified maneuvers as required by the Commission, at N.J.A.C. 13:21-23.10, and the Federal Motor Carrier Safety Regulations, at 49 CFR Part 383; and
 2. Meet or exceed all requirements of the Commission and of the Federal Motor Carrier Safety Regulations at 49 CFR Part 383.
 3. **Interpreters are prohibited during the administration of skills tests. Applicants must be able to understand and respond to verbal commands and instructions in English by a Skills Test Examiner. Neither the applicant nor the examiner may communicate in a language other than English during the skills test. 49 CFR 383.133.**
- c. **Examination reports.** Reports of examination activity by third-party examiners shall be submitted electronically through CSTIMS immediately upon the completion of each examination. All CSTIMS information fields are to be completed in their entirety, and skills test score sheets are to be uploaded to CSTIMS no later than the end of the same business day.
- d. **Monthly Examination reports.** A monthly report of the examination activity by each third-party examiner shall be submitted through email by the 10th day of the following month. The report will be emailed to the CDL Coordinator or his or her designee.
- e. **Notice of Skills Examination.** A notice of the examination schedule shall be submitted electronically through CSTIMS to the CDL Coordinator or his or her designee no later than three (3) full business days prior to the initial examination and two (2) business days prior to a retest that will be administered by a third-party examiner.

ADDITIONAL MANDATORY NEW JERSEY REQUIREMENTS

To be certified, a TPT and its Examiners must, in addition to meeting all requirements of this RFQ and those specified within the Attachment 3, Agreement:

1. Maintain a professional atmosphere and ensure that its place of business is clean, organized, safe and meets all requirements of state law and local ordinances;
2. Ensure that all CDL skills tests are conducted in clean, safe, and appropriate commercial motor vehicles with valid registration, insurance, and applicable inspection documentation;
3. Administer skills tests in the appropriate group/class or "representative vehicle" the driver intends to operate;
4. Ensure that, during the skills test, there is no one else in or around the vehicle other than the one (test) applicant, third party tester, federal and/or Commission auditors or inspectors;
5. Make available to test applicants a telephone, drinking water, on-site restroom facilities and site location marking;
6. Agree to maintain a bond in the amount prescribed by the Commission in the Agreement;
7. Ensure that the CDL skills testing area and road test route are in compliance with FMCSA standards;

8. Ensure that the CDL skills testing area has a surface that will allow permanent markings that retain their original certification; asphalt or cement are preferred;
9. Have at least two qualified and approved full-time Examiners available for testing;
 - a. Third party examiners may be certified to conduct CDL skills tests on behalf of only one third party tester at any given time. To qualify for and maintain certification as a third party examiner, an individual must:
 - i. Possess a valid CDL with the classifications and endorsements required for the operation of the class and type of vehicle to be used in the CDL skills tests to be conducted;
 - ii. Be a full-time or part-time employee of a third party tester;
 - iii. Have had no driver's license suspensions, revocations, or disqualifications within one (1) year prior to application for certification;
 - iv. Successfully complete a formal CDL skills test examiner training course as prescribed by the State and be certified by the State as a CDL skills examiner qualified to administer CDL skills tests;
 - v. Successfully complete a formal CDL skills test examiner refresher training course as prescribed by the State and be certified by the State as a CDL skills examiner qualified to administer CDL skills tests every two (2) years;
 - vi. At the time of application, have no more than 6 points on his or her driver history record and not be on probation with Commission;
10. Separate its skills testing operations from any training;
 - a. No school owner, agent, instructor, or employee shall:
Instruct on or near the skills examination route used by the Commission;
 - b. Agree to allow representatives of the FMSCA and/or the State to conduct instant random examinations, inspections, audits or retest an applicant administered a CDL skills test without prior notice;
 - c. To be understood that representatives of the FMCSA and/or the State may conduct both overt and covert inspections and/or audits, both scheduled and unannounced;
 - d. Allow representatives from the FMCSA or the State to observe any or all portions of an applicant's CDL skills test (including those portions occurring inside vehicles);
 - e. Maintain at each test site location (for a minimum of three (3) years) a record of each and every driver applicant for whom the TPT conducts a CDL skills test and whether or not the driver applicant passes or fails the CDL skills test. Each record shall include:
 - i. The complete name and address of the driver applicant;
 - ii. The driver applicant's driver's license number and the name of the state or jurisdiction that issued the license held by the driver applicant at the time the CDL skills test was taken;
 - iii. A record of all instruction provided to driver applicant, including the instructor(s) who facilitated training;
 - iv. The date the driver applicant took the CDL skills test;
 - v. The name of the Examiner, and the number of the test site where the Examiner conducted the CDL skills test;
 - vi. A record of all receipts and disbursements;
 - vii. The make, model, V.I.N. and registration number of the commercial motor vehicle(s) used to conduct the CDL skills test;
 - f. Maintain at each test site, a record of each Examiner. Each record shall include:
 - i. Copies of valid CDL Third Party Skills Test Examiner Licenses indicating the Examiner meets all State requirements;
 - ii. A copy of the Examiner's current driving record, which must be updated annually; and
 - iii. Valid Medical Examiner's Report for Commercial Driver Fitness Determination and Medical Examiner's Certificate.

- g. Retain all Examiner records for at least three (3) years after the Examiner discontinues testing on behalf of the test site
- h. Submit a daily Testing Report to the State, which also includes driver applicants who have successfully completed training and are pending testing;
- i. When an applicant is applying for an "S" endorsement, TPT shall administer the skills test in a vehicle inspected as a school bus, with a valid inspection sticker affixed hereto.
- j. Implement a random alcohol and controlled substances testing program as specified in Federal Motor Carrier Safety Regulations at 49 CFR Part 382. All costs incurred as a result of implementing this program shall be the responsibility of the Contractor.
<https://www.fmcsa.dot.gov/regulations/title49/part/382>
- k. Examiners will be required to display an identification badge, which shall include the following information, at a minimum: Examiner/Instructor number, CDL class certified to examine, expiration of certification, and third party vendor name.
- l. The TPT shall submit a schedule of skills testing appointments to the Commission, through CSTIMS, no later than three (3) full business days prior to the initial examination and two (2) business days prior to a retest. The TPT shall not administer skills tests on a date or at a time not previously approved by the Commission in writing.
- m. If the CDL applicant fails an examination administered by a third-party examiner, the third-party examiner shall wait the required amount of time before reexamining the applicant (14 business days).

TESTING IN PROGRESS SIGNAGE ON VEHICLE

The State requires contracted parties to display a sign on the rear of the vehicle that states "Testing In Progress" while a skills test is being conducted.

FOURTEEN (14) DAY WAITING PERIOD

There shall be a fourteen (14) day waiting period for a test retake after a failed grade.

13. TECHNICAL PROPOSAL PREPARATION COMPANY EXPERIENCE AND KNOWLEDGE

Vendors (Bidders) must:

Provide details of experience with CMV skills test instruction. Respondent is to submit details of the background of the organization (including any proposed subcontractors), its size and resources, management strategy, project monitoring, corporate experience relevant to the proposed effort.

STAFFING

Describe in detail the employment requirements for instructors/examiners employed by your company as it would pertain to this RFQ. Provide a staffing plan to ensure each facility does not encounter interrupted delivery of services during the term of this contract. Include details regarding ALL staff proposed for this contract including but not limited to clerical staff, examiners, etc.

Staffing plan must detail for the number of examiners employed, number of years each staff member has held a valid CDL, a list of current endorsements held by each staff member and if the respective staff member is certified as a trainer or is currently conducting training.

Provide the disciplinary policy for employees of your company.

Provide the frequency of background checks under which examiners shall be/are audited by your company or by an independent firm on behalf of your company.

TESTING

Vendors (Bidders) must provide a written response to each of the enclosed questions:

Describe your ability to separate your company's testing operations from any training operations: How will you separate skills training classes and activities from skills testing?

What business hours will your company offer for skills testing?

How many examiners will be on staff during these hours of operation?

Describe your firm's ability to ensure all CDL skills tests are conducted in accordance with the requirements and instructions provided by the State and the FMCSA.

Provide details regarding record retention and storage policies.

Provide details of your firm's ability to schedule a skills test and re-schedule testing with a written notice thirty (30) days prior to any change. What advance notification is required?

Provide a written narrative summary statement of:

Knowledge and compliance understanding of Federal Regulations 49 CFR, Parts 383 and 384, the New Jersey Administrative Code pertaining to CDLs (N.J.A.C. 13:21-23) and CSTIMS business rules.

Knowledge and compliance understanding that all requirements of the United States Department of Transportation Standard Title VI/Non-Discrimination Assurances will be followed.

Summary statements must be signed by an authorized company signatory and state all preceding requirements pertaining to CDL skills test administration will be followed.

EQUIPMENT

What type of CMVs does your firm provide for applicant rental? Include vehicle and company purchase year as well as make, model, registration information and picture(s) of each CMV.

Provide a company policy statement and proposed schedule frequency for applicant rental fleet replacement.

TEST SITE(S)

Describe your testing facility in detail. Wherever possible photos and diagrams should be included and provided to identify traffic flow, testing areas, ADA accessibility and customer parking.

Provide detailed information regarding size, configuration, and the location(s) of all proposed and currently available test sites relative to major highway access, local business areas, schools, etc. Provide approved site development plans, drawings, permit status support documentation and projected

timeline to complete any sites planned for development. Maps must be provided to identify current and proposed site locations. ..

Describe test site security. Detail any installed security measures for the administration building, test area and the test site.

Provide documented evidence of signage posted to inform public of each test site. Pictures are recommended.

REPORTS

Provide sample testing reports.

14. QUOTE PROPOSAL PREPARATION AND SUBMITTAL GENERAL

Quote Proposals including Vendor (Bidder) proposed terms and conditions may be accepted, but Vendor (Bidder) proposed terms or conditions that conflict with those contained within this RFQ or any of its Attachments, Agreements or Addenda, or that diminish the State's or the Commission's rights under any TPT appointment resulting from this RFQ, will be considered null and void. Neither the State nor the Commission is responsible for identifying conflicting Vendor (Bidder) proposed terms and conditions before issuing an appointment as a result of this RFQ. It is incumbent upon the Vendor (Bidder) to identify and remove its conflicting proposed terms and conditions prior to Quote Proposal submission. In the event that a Vendor (Bidder) intends to propose terms and conditions contrary to those specified within this comprehensive RFQ, these Vendor (Bidder) proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth within this RFQ. Vendors (Bidders) shall not submit exceptions on the "Terms and Conditions". Under no circumstance is the State or The Commission required to accept a Vendor's (Bidder's) exceptions to the RFQ.

In the event that prior to Notice of Intent to Award or appointment of a TPT, the Commission notifies the Vendor (Bidder) of any such conflicting Vendor (Bidder) proposed term or condition and the conflict it poses, the Commission may require the Vendor (Bidder) to either withdraw that proposed term or condition, or withdraw its Quote Proposal in its entirety.

After Appointment of a TPT:

- a. if a conflict arises between a Vendor (Bidder) proposed term or condition included in the Quote Proposal and any term or condition of the RFQ, the term or condition of the RFQ will prevail; and
- b. if the result of the application of a Vendor (Bidder) proposed term or condition included in its Quote Proposal would diminish the State's, or the Commission's rights, the Vendor (Bidder) proposed term or condition will be considered null and void.

The Vendor (Bidder) is advised to thoroughly read and follow all instructions contained in this comprehensive RFP, including any instructions on the RFQ Agreement and Signatory Page; and through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#), in preparing and submitting its required Vendor registration and completed forms. Use of URLs in a Quote Proposal should be kept to a minimum and may not be used to satisfy any material term of a RFP. If a preprinted or other document included as part of the Quote Proposal contains a URL, an electronic copy of the URL page shall be provided and will be considered as part of the Quote Proposal. Additional

URLs on the copy of the URL page shall not be considered as part of the Quote Proposal unless a copy of those URL pages are also provided.

The **NJSTART** Vendor forms discussed herein and required for submission of a Quote Proposal in response to this RFQ are available on the [Division's website](#) (<http://www.state.nj.us/treasury/purchase/forms.shtml>) unless noted otherwise.

QUOTE PROPOSAL DELIVERY AND IDENTIFICATION

A Quote Proposal must arrive via email in accordance with this RFQ's instructions within the time frames noted on the RFQ cover sheet. Vendors (Bidders) submitting electronic Quotes {Proposals} via email are cautioned to allow for email transmittal capacity restrictions (10MB) as well as adequate time to ensure timely uploads of all Quote Proposal documents to mitigate unforeseen delays or issues. **State regulation mandates that late Quotes (Proposals), regardless of submission method, are ineligible for consideration.**

ANY QUOTE PROPOSAL SUBMITTED IN RESPONSE TO THIS RFQ MUST BE LABELED WITH THE PROPER RFQ IDENTIFICATION AND THE DUE DATE DEADLINE OR RISK REJECTION AS AN UNRESPONSIVE PROPOSAL.

IMPORTANT NOTE: ALL VENDOR (BIDDER) E-MAIL CORRESPONDENCE IN RESPONSE TO THIS RFQ, INCLUDING BIDDER QUESTIONS, MUST CLEARLY STATE "CDL 3RD PARTY TESTING SERVICES PILOT PROGRAM RFQ" IN THE SUBJECT LINE OF EACH E-MAIL.

FORMS

Vendors (Bidders) may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by the State through **NJSTART**. Vendors (Bidders) may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. QRGs are located on the [NJSTART Vendor Support Page](#).

In the event that a Vendor (Bidder) fails to attach a required form, or the attached form is deemed deficient by the State, the Division may require a Vendor to resubmit its forms.

Vendors (Bidders) submitting forms to the State through hard copy must complete the full version of the form and may refer to instructions included within the forms on the [Division's website](#).

Vendors (Bidders) are under a continuing obligation to report updates to the information contained in its required forms whether submitting through **NJSTART** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to this RFQ.

REQUIRED NJ STANDARD BID SOLICITATION FORMS

Vendor's (Bidder's) failure to complete, sign and submit the forms required by the State shall be cause to reject its Quote Proposal as non-responsive.



New Jersey Motor Vehicle Commission

sey 08666-0160

STATE OF NEW JERSEY

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Raymond P. Martinez
Chairman and Chief Administrator

15. ATTACHMENT 1

Market Analysis: Commercial Driver License (CDL) Testing Services Pilot Program

The New Jersey Motor Vehicle Commission (Commission) is conducting a market analysis of services available to support a nine (9) month CDL Testing Pilot Program. The subject analysis is limited to a general capabilities assessment based on your firm's voluntary response to the following standard questions:

1. Please identify the location(s) and operational schedule for your company headquarters and facility locations.
2. What is the appropriate form of your business entity, i.e., corporation, LLC, partnership, sole proprietorship, association / consortium, etc.? Define your selection clearly.
3. Is your company licensed, bonded, insured and registered to conduct business in New Jersey?
4. Does your headquarters and/or facilities locations have any capability limitations or space constraints?
 - a. Please specify the size and type of vehicles typically tested in your facilities.
 - b. Provide detail for all facilities space required to administer CDL Skills Tests.
 - c. Are all your firm's facilities able to accommodate large vehicles?
5. Please summarize your firm's knowledge and experience in providing CDL testing.
6. Briefly describe your company's requirements for examiner's license and experience level.
7. What is your firm's policy for conducting criminal background check(s)? Summarize your firm's personnel vetting process.
8. Does your firm own, rent or lease vehicles for use by applicants during road testing?
9. How many vehicles are available in good operating condition at each of your facilities on a daily basis?
10. Please describe your firm's examiners and available testing fleet. Include number of available certified examiners and, certifications held as well as vehicles and vehicle type.

Please note: All responses to the preceding inquiry will be utilized for internal Commission analysis purposes and may be subject to further review in compliance with all appropriate and applicable NJ State Administrative Code. (N.J.A.C.) Additional information is available in the following web link: http://www.state.nj.us/treasury/purchase/doing_business_brochure_NEW1.pdf

Responses may be submitted via email to: Procurement@mvc.nj.gov . No phone calls will be accepted and additional inquiries will not be answered at this time. Thank you for your cooperation.



16. ATTACHMENT 2

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Raymond P. Martinez
Chairman and Chief Administrator

Qualification Standards for Pilot Program ("QSPP") Commercial Driver License ("CDL") Testing Services Pilot Program

Background: As a result of, and in response to, the Commercial Driver License Testing Pilot Program ("Pilot Program") legislation recently enacted by the State of New Jersey under [S2364](#). The New Jersey Motor Vehicle Commission ("Commission"), made available to all interested parties upon request, a Market Analysis questionnaire (Attachment 1).

Purpose: Based upon inquires received, the enclosed Qualification Standards for Pilot Program are made available to all interested parties to support pilot program CDL testing. All interested parties are instructed to review the enclosed requirements for the purpose of a detailed capabilities assessment. Should any interested party choose to respond with additional detail, the Commission recommends and requests only a Yes (Y), or No (N) response to each of the enclosed requirements, unless otherwise indicated by a clearly written question and subsequent additional instruction. All responses should be limited to addressing only the specific individual point indicated in the enclosed requirements outline.

In addition, any interested party should provide primary contact information, including: Name of individual and/or firm represented, primary address, phone and email for all interested parties, as well as a summary explanation to indicate any governmental or commercial interest in the subject Pilot Program.

Note: The Commission and the State make no warranty, express or implied, for guarantee of qualification or selection of any applicant for participation in the proposed CDL Pilot Program.

Qualification Standards for Pilot Program

Respondents are required to indicate a Yes (Y) or No (N) in order to be considered as a qualifying applicant for the CDL Pilot Program. Should the respondent's response be No (N), the respondent must provide a brief written explanation in order to be considered as a qualifying applicant. Applicant must limit its supplemental explanations and may include up to three (3) additional single-sided print pages for attachment as necessary.

- | 1. Applicant summary of knowledge and experience in providing CDL testing: | YES | NO |
|--|--------------------------|--------------------------|
| a) The CDL Skills Test ("Skills Test") consists of: <ul style="list-style-type: none"> • Vehicle Inspection test • Basic control skills • On-road test | <input type="checkbox"/> | <input type="checkbox"/> |
| b) There shall be a 14 day waiting period after initial CLP issuance. | <input type="checkbox"/> | <input type="checkbox"/> |
| c) The CDL Skills Test must be administered and successfully completed in the following order: <ul style="list-style-type: none"> • Vehicle Inspection test • Basic control skills • On-road test | <input type="checkbox"/> | <input type="checkbox"/> |
| d) The Skills Test must be completed in one (1) scheduled session, i.e. within one (1) business day. If an applicant fails one segment of the Skills Test, the applicant cannot continue to the | <input type="checkbox"/> | <input type="checkbox"/> |

next segment of the test. All tests have one score sheet and objective scoring criteria. Test score banking is prohibited during the term of this Pilot Program.

- | | | |
|---|--------------------------|--------------------------|
| 2. Physical Qualifications. | YES | NO |
| <ul style="list-style-type: none"> • Prior to any examination, an applicant shall be provided with a copy of the physical qualifications for commercial motor vehicle drivers from the Federal Motor Carrier Safety Regulations (49 CFR 391.41). | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Location(s) and operational schedule for company headquarters and facility locations: | YES | NO |
| <ul style="list-style-type: none"> • Respondents must provide an adequate and safely maintained testing location(s) for administration of the CDL Skills Test. • Test locations for administration of the CDL Skills Test to be determined by the Commission. • Skills testing location may be a currently Commission-certified facility • Any controlled documents deemed lost, stolen, or destroyed must be reported to law enforcement immediately, and a copy of the completed police report shall be forwarded to • The CDL Coordinator or his or her designee immediately. • The TPT shall submit a schedule of skills testing appointments to the Commission, through CSTIMS, no later than three (3) full business days prior to the initial examination and two (2) business days prior to a retest. The TPT shall not administer skills tests on a date or at a time not previously approved by the Commission in writing.. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Headquarters and/or facilities location and vehicle limitations and space: | YES | NO |
| <ul style="list-style-type: none"> • No respondents, agent, instructor, examiner or employee shall instruct nor test on or near the skills examination route used by the Commission. • Respondents must make available a CDL skills testing area and road test route in compliance with (49 C.F.R 383). • Skills testing operations shall be separate and apart from all driver training operations. • The CDL skills testing area must have a surface that will allow permanent markings that retain their original certification; asphalt or cement are preferred. • Respondents must maintain and provide at each test site location (for a minimum of three (3) years) a record of each and every driver applicant for whom the test site conducts a CDL skills test and whether or not the driver applicant passes or fails the CDL skills test. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Each driver applicant record shall include: | YES | NO |
| <ul style="list-style-type: none"> • The complete name and address of the driver applicant. • The driver applicant's driver's license number and the name of the state or jurisdiction that issued the license held by the driver applicant at the time the CDL skills test was taken. • The date the driver applicant took the CDL skills test. • The make, model, V.I.N. and registration number of the commercial motor vehicle(s) used to conduct the CDL skills test. • A record of all instruction provided to driver applicant, including the instructor(s) facilitating training, as well as a record of all receipts and disbursements. • The name of the Examiner, and the number of the test site where the Examiner conducted the CDL skills test. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Firm's examiners, including any certifications held: | YES | NO |
| <ul style="list-style-type: none"> • An applicant who desires to apply for certification as a TPT shall enroll in and successfully complete a course of instruction as determined by the Commission before the applicant will be considered for approval and certification as a TPT, as per (49 C.F.R 384.228). Reference Attachment 3, Agreement, section 3.2.8 for additional detail. The TPT will be required to certify with the American Association of Motor Vehicle Administrators ("AAMVA") as a Certified Commercial Examiner. All fees incurred will be paid for by the TPT. Dates and locations of course | <input type="checkbox"/> | <input type="checkbox"/> |

instruction will be determined by the Commission.

- Respondents must immediately notify the CDL Coordinator or his or her designee, followed by certified written notification within five (5) days, of the separation or resignation of employment of any third-party examiner. The certificate and identification card issued to the examiner must be returned to the Commission with the certified written notification, along with all other controlled documents issued to the third-party examiner.
- Respondents shall be required to utilize and secure Commission approved skills test Score Sheets.
- Examiners will be required to display an identification badge, which shall include, at a minimum, the following information: Examiner/Instructor number, CDL class certified to examine, expiration of certification, and TPT's name.

7. Requirements for examiner's license and experience: YES NO

Third party examiners may be certified to conduct CDL skills tests on behalf of only one, third party tester at any given time. To qualify for and maintain certification as a third party examiner, an individual must:

- Possess a valid CDL with the classifications and endorsements required for the operation of the class and type of vehicle to be used in the CDL skills tests to be conducted.
- Be a full-time or part-time employee of a third party tester.
- STEs must not have had a driver's license suspension, revocation or disqualification within one (1) year immediately prior to application for certification and must not have a pending or unresolved violation that would result in a driver's license suspension, revocation or disqualification at the time of application for certification.
- Successfully complete a formal CDL skills test examiner certification course of instruction as prescribed by the Commission and be certified by the State as a CDL skills test examiner qualified to administer CDL skills tests.
- Successfully complete a formal CDL skills test examiner refresher course of instruction as prescribed by 49 C.F.R 383.75.

8. Skills examination requirements YES NO

The skills examination for a Commercial Driver License administered by a third-party examiner shall:

- Include all specified maneuvers as required by Commission (N.J.A.C. 13:21-23.10) and the Federal Motor Carrier Safety Regulations at 49 CFR Part 383.
- Meet or exceed all requirements of the Commission and of the Federal Motor Carrier Safety Regulations at 49 CFR Part 383, interpreters are prohibited during the administration of skills tests. Applicants must be able to understand and respond to verbal commands and instructions in English by a skills test examiner. Neither the applicant nor the examiner may communicate in a language other than English during the skills test. 49 CFR 383.133.

9. Vehicles in good operating condition: YES NO

- Respondents must provide appropriately registered, inspected and insured commercial motor vehicles for testing.
- Commercial motor vehicles used in skills testing shall meet all minimum safety standards in the most recent edition of the "North American Standard Out-of-Service Criteria", as published annually by the Commercial Vehicle Safety Alliance. Vehicles found in violation of these standards shall not be used for skills test.
- The State requires contracted parties to display a sign on the rear of the vehicle that states "Testing In Progress" while a skills test is being conducted.

10. Examination reports YES NO

Reports of examination activity by third-party examiners shall be submitted electronically through CSTIMS immediately upon the completion of each examination.

- All CSTIMS information fields must be completed in their entirety, and skills test score sheets are to be uploaded to CSTIMS no later than the end of the same business day.
- **Monthly Examination reports:** A monthly report of the examination activity by each third-party

examiner shall be submitted through email to the CDL Coordinator or his or her designee by the 10th business day of the following month.

- **Notice of Skills Examination:** A notice of the examination schedule shall be submitted electronically through CSTIMS to the CDL Coordinator or his or her designee no later than three (3) full business days prior to the initial examination and two (2) business days prior to a retest that will be administered by a third-party examiner.
- Respondents must comply with all current and future implementations of any and all policies and procedures of the Commission;
- Applicants shall not be required to take skills lessons or training of any kind as a pre-requisite for skills testing by a third party respondents.
- Respondents must administer skills tests in the appropriate group/class of "representative vehicle" the driver intends to operate, as defined under 49 C.F.R 383.
- When an applicant is applying for an "S" endorsement, TPT shall administer the skills test in a vehicle inspected as a school bus, with a valid inspection sticker affixed hereto.
- During the skills test, there cannot be any one else in or around the vehicle other than the one (test) applicant, third party tester, federal and/or Commission auditors or inspectors.
- Respondents must agree to allow representatives of the FMSCA and/or the State to conduct instant random examinations, inspections, audits or retest an applicant administered a CDL skills test without prior notice.
- To be understood that representatives of the FMCSA and/or the State may conduct both overt and covert inspections and/or audits both scheduled and unannounced.
- Respondents must allow representatives from the FMCSA or the State to observe any or all portions of an applicant's CDL skills test (including those portions occurring inside vehicles).
- There shall be a fourteen (14) day waiting period for a test retake after a failed grade.

11. Respondents must maintain and provide at each test site, a record of each Examiner. YES NO

Each record shall include:

- Copies of valid CDL Third Party Skills Test Examiner Licenses indicating the Examiner meets all State requirements.
- A copy of the Examiner's current driving record, which must be updated annually;

Valid Medical Examiner's Report for Commercial Driver Fitness Determination and Medical Examiner's Certificate.

No actual or perceived circumstance shall permit a third-party examiner to release any Skills Test Score Sheet, Scoring Criteria, exercise dimensions, etc., or copies thereof to anyone other than a Commission CDL examiner; or post to any website/public domain. All materials related to CDL Skills Testing for both class and endorsements must be kept secure at all times by the respondents and any third-party examiner. Failure to do so will result in termination from the program and may result in further lawful action and/or allowable legal prosecution against the respondents and third-party examiner.

17. ATTACHMENT 3

**STATE OF NEW JERSEY
MOTOR VEHICLE COMMISSION**

AGREEMENT

WITH

[NAME OF THIRD-PARTY TESTER]



THIS AGREEMENT (“Agreement”), effective on _____[DATE], by and between the New Jersey Motor Vehicle Commission, located at 225 East State Street, Trenton, New Jersey 08666 (the “Commission”), and [NAME OF THIRD-PARTY TESTER] (“Third-Party Tester” or “TPT”), located at [ADDRESS], sometimes collectively referred to herein as “the Parties” or individually as “Party”:

WHEREAS, pursuant to N.J.S.A. 39:3-10.9, et seq., the Commission is responsible for commercial driver license (“CDL”) testing and licensing in New Jersey; and

WHEREAS, pursuant to N.J.S.A. 39:3-10.21a, the Commission has the authority to authorize three private third party vendors to administer the CDL skills test to qualified driver applicants as part of a Commercial Driver License Testing Pilot Program (“the Pilot Program”), pursuant to N.J.S.A. 39:3-10.21a; and

WHEREAS, the Commission has issued a Request for Quotes (“RFQ”) seeking information on the qualifications of entities interested in participating in the Pilot Program for the administration of the CDL skills test; and

WHEREAS, Third-Party Tester has been determined to be an entity qualified to provide CDL skills tests to eligible applicants as part of the Pilot Program, pursuant to N.J.S.A. 39:3-10.21a and 49 CFR 383.75; and

WHEREAS, Third-Party Tester desires to perform said services in accordance with all applicable New Jersey statutes and regulations, federal statutes and regulations, instructions, and performance standards; and

WHEREAS, the Commission, under the powers vested by law, and as more particularly set forth in N.J.S.A. 39:2A-2 and 39:2A-13, and Third-Party Tester have determined that it is in the Parties’ mutual interests to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, promises and obligations contained herein and pursuant to all applicable federal, State, and local laws and ordinances, which the Parties acknowledge to be good and sufficient consideration to support this Agreement and bind and obligate the Parties hereto in consideration of the covenants contained herein, the Parties agree as follows:

1. RELATIONSHIP OF THE PARTIES AND EFFECTIVE DATE

- 1.1. The relationship of Third-Party Tester to the Commission is that of an independent contractor and not that of an employee or agent of the Commission. Third-Party Tester, in accordance with its status as an independent contractor, agrees that it will conduct itself consistently with such status, and that it will neither hold itself out as, nor claim to be, an officer, employee or agent of the State of New Jersey ("State") or of the Commission. Third-Party Tester will not make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the State, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- 1.2. This Agreement shall become effective on the date set forth above and shall continue in full force and effect for a period of one year.

2. GENERAL TERMS AND CONDITIONS

- 2.1. The foregoing recitals contained in the "Whereas" clauses are incorporated herein by reference as a material part of this Agreement.
- 2.2. This Agreement supersedes all prior agreements, negotiations, representations, proposals, awards, amendments and extensions, both written and oral, relating to its subject matter. Neither this Agreement nor any part or interest of this Agreement may be assigned.
- 2.3. This Agreement may be amended or modified by the written request of either Party. Any proposed amendment or modification must be submitted to the other Party prior to any formal discussion or negotiation of the issue. Any proposed amendment to this Agreement will not be effective until it is signed by the Commission and Third-Party Tester.
- 2.4. The failure of either Party to enforce the provisions, or to require performance of, any provisions of this Agreement shall in no way be construed as a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or of the right of either Party to enforce thereafter each and every such provision.
- 2.5. Nothing contained in this Agreement shall be construed to preclude the Commission from entering into similar Agreements with other persons or entities.
- 2.6. This Agreement does not create in any individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining

and performing their obligations under this Agreement.

2.7. By execution of this Agreement, the Parties warrant that they are duly authorized and empowered to enter into this Agreement and to perform all duties and responsibilities established in this Agreement.

2.8. This Agreement is subject to availability and appropriation of funds. In the event funding from State, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Commission may terminate the Pilot Program and this Agreement without advance notice and without penalty to the State or the Commission.

3.0 THIRD-PARTY TESTER RESPONSIBILITIES

3.1 Third-Party Tester shall:

3.1.1 Comply, and require all skills test examiners (“STEs”) to comply, with all federal requirements regarding testing, including, but not limited to, those set forth at 49 CFR Parts 383 and 384;

3.1.2 Maintain a permanent place of business in the State of New Jersey;

3.1.3 Apply for access to the Commercial Skills Test Information Management System (“CSTIMS”);

3.1.4 Comply with all requirements of the American Association of Motor Vehicle Administrators (“AAMVA”) with respect to the International Driver Examiner Certification (“IDEC”) requirements and CSTIMS use;

3.1.5 Enter all skills test scores into CSTIMS;

3.1.6 Maintain, at Third-Party Tester’s place of business in New Jersey, copies of the following records, for a period of two years, unless stated otherwise:

a. The certificate issued by the Commission authorizing Third-Party Tester to administer the skills tests for the classes and types of commercial motor vehicles listed;

b. Each STE’s training record and State certificate authorizing the STE to administer the skills tests for the classes and types of commercial motor vehicles listed;

c. A copy of each STE’s current driving record, which must be updated annually;

- d. Proof of employment (W-4) for each STE conducting tests on behalf of Third-Party Tester;
 - e. The signed CSTIMS non-disclosure agreement of every employee of Third-Party Tester involved in skills testing;
 - f. A fully executed copy of this Agreement;
 - g. Each completed CDL skills test scoring sheet for the current year and the past two calendar years;
 - h. Third-Party Tester's Commission-approved road test route(s);
 - i. A record of each applicant to whom Third-Party Tester has administered the skills test, for the current year and the past two calendar years. The applicant record shall include:
 - i. the complete name and address of the applicant;
 - ii. the applicant's driver's license number and the name of the state or jurisdiction that issued the driver's license to the applicant;
 - iii. the date the applicant took the CDL skills test;
 - iv. the applicant's commercial learner's permit;
 - v. the make, model, VIN and registration number of the vehicle used to conduct the CDL skills test;
 - vi. a record of all instruction provided to the applicant, including the names of all instructors;
 - vii. the name of the STE;
 - viii. the number or location of the test site where the STE conducted the CDL skills test; and
 - ix. a record of all receipts and disbursements regarding each applicant.
- 3.1.7 Provide each applicant who passes the skills test with proof of successful completion of the test, on a form to be provided by the Commission;
- 3.1.8 Immediately advise the Commission of any change in the location at which Third- Party Tester will conduct examinations;
- 3.1.9 Request and obtain written authorization from the Commission before altering the CDL skills test route, content, or procedures;
- 3.1.10 Immediately notify the Commission, in writing, of any change in Third-Party Tester's New Jersey location, list of STEs employed by Third-Party Tester, or change in any STE's name, address, employer or driver's license number; and
- 3.1.11 Not charge applicants a fee for a Commercial Learner's Permit ("CLP"),

which shall continue to be issued solely by the Commission.

3.2 Skills Test Examiners

- 3.2.1 An employee of Third-Party Tester seeking STE certification must apply to the Commission, on an application provided by the Commission, to become a certified STE.
- 3.2.2 Third-Party Tester must conduct a State and federal criminal background check, pursuant to 49 CFR 384.228, at Third-Party Tester's expense, for each of its STEs prior to allowing an STE to begin administering the skills test. An STE is not qualified to administer a skills test if the STE has any felony conviction within the last 10 (ten) years, or any conviction involving fraudulent activities.
- 3.2.3 STEs must hold a valid CDL prior to application for certification. STEs must possess a valid CDL with the classes and endorsements required for the operation of the class and type of vehicle to be used in the CDL skills test(s) to be administered.
- 3.2.4 STEs must be either a part-time or full time employee of Third-Party Tester.
- 3.2.5 An STE may only be employed by one Third-Party Tester at a time.
- 3.2.6 STEs must not have had a driver's license suspension, revocation or disqualification within the one (1) year immediately prior to application for certification and must not have a pending or unresolved violation that would result in a driver's license suspension, revocation or disqualification at the time of application for certification.
- 3.2.7 An STE who is also a skills instructor either as a part of a school, training program or otherwise is prohibited from administering the skills test to an applicant who received skills training from that STE.
- 3.2.8 Third-Party Tester shall use only STEs who have successfully completed a formal CDL skills test examiner training course as prescribed by the Commission and have been certified by the Commission as an STE qualified to administer the skills test. Certification includes 40-hours of classroom training and at least one week of mentoring conducted by a Commission employee. Additional mentoring may be required, in the Chief Administrator's sole discretion, based on the STE trainee's performance during the initial one week mentoring period.

- 3.2.9 Skills testing certification may not be assigned, sold or traded.
- 3.2.10 The STE certification must be renewed every two (2) years.
- 3.2.11 STEs shall at all times while conducting skills tests display an identification badge, which shall include the STE's name, STE or Instructor number, the CDL class in which he or she is certified, the expiration date of certification, and Third-Party Tester's name.
- 3.2.12 An STE may not assist an applicant in a manner that provides an unfair advantage in passing the skills test.
- 3.2.13 An STE may not administer the skills test to any relative or anyone who resides in the STE's home and must never perform any transactions for themselves, relatives, or anyone residing in the STE's home.
- 3.2.14 The STE may only conduct the skills test in English and shall otherwise comply with 49 CFR 383.133.
- 3.2.15 All STEs must undergo refresher training every four (4) years, pursuant to 49 CFR 384.228(f).
- 3.2.16 The Commission shall revoke the skills testing certification of any STE who does not conduct skills test examinations of at least 10 (ten) different applicants per calendar year, except that STEs who do not meet this requirement may, in lieu of revocation, either take the refresher training specified in 49 CFR 384.228 or have a Commission examiner ride along to observe the STE successfully complete at least one skills test.

3.3 Skills Testing

- 3.3.1 There shall be a 14-day waiting period between CLP issuance and skills testing.
- 3.3.2 Prior to the commencement of skills testing, the applicant must be provided with a copy of the physical qualifications for commercial motor vehicle drivers pursuant to 49 CFR 391.41.
- 3.3.3 The skills test must be administered and completed in the following order:

- a. Vehicle inspection test
 - b. Basic control skills
 - c. On-road test
- 3.3.4 The skills test must be completed in one (1) scheduled session (one (1) business day). If an applicant fails one segment of the skills test, the applicant cannot continue to the next segment of the test. All tests must have one (1) score sheet and objective scoring criteria. The Commission will provide the skills test score sheet and the objective criteria.
- 3.3.5 Skills test banking is not permitted during the first year of TPT's participation in this Pilot Program, except with the prior written approval of the Commission's Chief Administrator, in the Chief Administrator's sole discretion, and based on the training program of TPT.
- 3.3.6 The skills test must include all maneuvers required by N.J.A.C. 13:21-23.10 to - 23.16 and 49 CFR Parts 383 and 384.
- 3.3.7 Third-Party Tester shall give the same skills tests as those that would otherwise be given by the Commission using the same version of the skills tests, the same written instructions for test applicants, and use only Commission-provided test scoring sheets.
- 3.3.8 Third-Party Tester shall use only designated road test routes that have been approved, in writing, by the Commission.
- 3.3.9 Third-Party Tester shall submit a schedule of skills testing appointments to the Commission, through CSTIMS, no later than three (3) full business days prior to the initial examination and two (2) business days prior to a retest. Third-Party Tester shall not administer skills tests on a date or at a time not previously approved by the Commission, in writing.
- 3.3.10 Applicants shall not be required to take skills lessons or training of any kind as a pre-requisite for skills testing by a Third-Party Tester.
- 3.3.11 Third-Party Tester must administer the skills test in the appropriate group/class or representative vehicle the driver intends to operate, pursuant to 49 CFR Part 383.
- 3.3.12 During the skills test, there cannot be any one else in or around the vehicle other than one (1) test applicant, the TPT, and federal and/or Commission auditors or inspectors.
- 3.3.13 If the applicant fails a skills test administered by a TPT, the TPT shall wait 14 (fourteen) days before re-examining the applicant.

- 3.3.14 Third-Party Tester shall receive no compensation from the Commission for services rendered by Third-Party Tester pursuant to this Agreement. However, Third- Party Tester may charge each applicant a fee as set forth in this section.
- 3.3.15 Third-Party Tester shall not charge an applicant more than \$574 (five hundred seventy-four dollars) for each CDL skills test (vehicle inspection, basic control skills and road test) administered by Third-Party Tester.
- 3.3.16 Third-Party Tester shall not charge an applicant more than \$191 for each retaken segment of a CDL skills test (vehicle inspection, basic control skills and road test).
- 3.3.17 Third-Party Tester shall not charge an applicant more than \$574 for each additional endorsement test administered by Third-Party Tester.
- 3.3.18 Third-Party Tester shall not charge an applicant more than: \$382 for each application for removal of an air brake restriction (“L” or “Z” restriction) test (vehicle inspection and road test); \$191 for each application for removal of a manual transmission restriction (“E” restriction) test (road test); or \$574 for each application for removal of a tractor-trailer restriction (“O” restriction) test (vehicle inspection, basic control skills and road test) administered by Third-Party Tester.

3.4 Test Vehicles

- 3.4.1 The skills test may only be taken in an appropriately registered, inspected and insured commercial motor vehicle, and must be taken in a vehicle representative of the type of vehicle the driver applicant intends to operate.
- 3.4.2 When an applicant is applying for an “S” endorsement, TPT shall administer the skills test in a vehicle inspected as a school bus, with a valid inspection sticker affixed thereto.
- 3.4.3 Commercial motor vehicles used in skills testing must meet all minimum safety standards set forth in the North American Standard Out-of-Service Criteria, as published annually by the Commercial Vehicle Safety Alliance.
- 3.4.4 Vehicles used for skills testing must display a sign on the rear of the vehicle stating “Testing in Progress” while a skills test is being conducted. The sign must be legible, clear, and free of dirt and debris.

3.5 Examination Reports

- 3.5.1 Third-Party Tester shall, prior to the commencement of skills testing, enroll in the CSTIMS.
- 3.5.2 Third-Party Tester shall comply with all CSTIMS requirements, including, but not limited to, those for the secure transmission of data.
- 3.5.3 Reports of skills tests shall be submitted electronically through CSTIMS immediately upon the completion of each examination.
- 3.5.4 All CSTIMS information fields must be completed in their entirety, and skills test score sheets are to be uploaded to CSTIMS no later than the end of the same business day.
- 3.5.5 A monthly report of the examination activity by each STE shall be submitted via email to the Commission's Program Manager identified herein by the 10th (tenth) business day of the following month.

3.6 Audits

- 3.6.1 Third-Party Tester shall allow the Commission or the Federal Motor Carrier Safety Administration ("FMCSA") to conduct random on-site examinations, audits and inspections of Third-Party Tester's books, records, premises, and test programs without prior notice to Third-Party Tester and as frequently as needed by the Commission, to be determined in the sole discretion of the Commission or the FMCSA, as applicable.
- 3.6.2 The Commission will use the CDL Skills Performance Audit form and criteria.
- 3.6.3 Third-Party Tester shall provide access to the Commission to data generated pursuant to this Agreement, at no cost to the Commission. This includes, but is not limited to, all information supporting the findings, conclusions, and recommendations pursuant to Commission audits or investigations of Third-Party Tester.
- 3.6.4 Third-Party Tester shall allow Commission-designated employees to take the tests administered by Third-Party Tester as if the Commission employee were a test applicant, with no notice to Third-Party Tester, and as frequently as needed by the Commission, to be determined in the sole discretion of the Commission.
- 3.6.5 Third-Party Tester shall allow Commission employees to co-score along with Third-Party Tester's STEs during the skills test to compare pass/fail results.

3.6.6 Third-Party Tester shall allow the Commission to re-test a sample of applicants, designated by the Commission, who were examined by Third-Party Tester. The frequency of re-testing shall be determined by the Commission and in the Commission's sole discretion.

4.0 SUBCONTRACTING

Third-Party Tester may not subcontract any of the services that are the subject of this Agreement.

5.0 CLAIMS AND REMEDIES

This Agreement shall be governed by the laws of the State of New Jersey, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this Agreement or any provision thereof shall be instituted and maintained in any State court of competent jurisdiction in the County of Mercer, State of New Jersey.

5.1 Claims Asserted by Third-Party Tester

All claims asserted against the Commission by Third-Party Tester shall be subject to appropriations and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. (the "CLA") and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. (the "TCA"). Notwithstanding anything in this Agreement to the contrary, all claims asserted by Third-Party Tester against the Commission shall be subject to the filing and other requirements (including the required timeframe for the filing of a claim) of the CLA.

5.2 Dispute Resolution

Any dispute arising out of or relating to this Agreement, or any breach thereof, which cannot be resolved using the procedures set forth below in this section shall be finally resolved exclusively in accordance with the CLA; provided, however, that without limiting any rights at law or in equity a Party may have because of an improper termination of this Agreement by the other Party, nothing contained in this Agreement shall limit either Party's right to terminate this Agreement pursuant to Section 8 of this Agreement. The Commission shall not enter into binding arbitration to resolve any dispute arising hereunder, and reserves the right to forego any of the mediation provisions set forth in this section.

5.2.1 Internal Escalation. In addition to the process set forth under the CLA, which shall be applicable if Third-Party Tester files a claim thereunder, the Parties

shall attempt to resolve their dispute informally in accordance with this section. Upon the written request of a Party, each Party shall appoint a designated representative whose task it shall be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the Parties believe to be reasonably appropriate and germane in connection with its resolution. The representatives shall discuss the dispute (involving senior-level employees at each Party as deemed appropriate) and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to the other Party for non-privileged information, reasonably related to the dispute and this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position with respect to the dispute. The specific format for the discussions shall be left to the discretion of the designated representatives.

6.0 COMPLIANCE WITH APPLICABLE LAWS

Third-Party Tester must comply with all local, State and federal laws, rules and regulations applicable to the services performed under this Agreement. This Agreement is made pursuant to, and governed by, the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and State and federal regulations, without reference to conflict of laws and principles.

7.0 SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision or portion may be reformed by the Parties, insofar as possible, to cure the defect and give maximum effect to the intent of the Parties in entering into this Agreement to correct the issue and, in any event, the remainder of the Agreement shall continue in full force and effect.

8.0 TERMINATION

8.1 For Convenience

The Commission shall have the right to terminate this Agreement at any time and for any reason, or no reason, upon 30 (thirty) days' prior written notice to Third-Party Tester. Third-Party Tester shall have the right to terminate this Agreement for any reason, or no reason, by providing 30 (thirty) days' prior written notice to the Commission.

8.2 For Cause

The Commission shall have the right to immediately terminate this Agreement at any time for cause, including a breach of the provisions of this Agreement or failure to

comply with State or federal standards for CDL testing. The Commission may also, in its sole discretion, allow TPT to cure any violation on terms and within a timeframe chosen by the Commission and communicated to Third-Party Tester, in writing.

8.3 Termination Due to Program Changes

The Commission shall have the right to terminate this Agreement, and TPT's participation in the Pilot Program, if significant changes to the Pilot Program are required due to legislative mandates, changes in Commission needs, technology changes, withdrawal of federal authority to conduct the Pilot Program, or any unforeseen changes or requirements.

- 8.4 If either Party, pursuant to the terms of this section, terminates this Agreement, Third-Party Tester shall not use or retain data or information gained from the Commission or driver applicants unless for the sole purpose of meeting its Pilot Program and internal audit obligations, or otherwise without written consent from the Commission. TPT shall also, immediately upon receipt of a notice of termination, stop work under this Agreement on the date and to the extent specified in the notice, and take such action as may be necessary to protect Commission property or documents (including, but not limited to, all test forms and manuals) in possession of TPT.

9.0 ADVERTISING

9.1 News Releases and Advertising

9.1.1 Third-Party Tester may engage in promotional activities with respect to the Pilot Program, including the solicitation in person, by mail, telephone, internet or other media, subject to the terms of this section.

9.1.2 Third-Party Tester shall not issue any news releases or promotional activities pertaining to any aspect of the services provided under this Agreement without the prior written consent of the Commission's Program Manager. Third-Party Tester is prohibited from soliciting driver applicants at Commission agencies or other Commission locations.

9.1.3 Third-Party Tester shall not advertise or suggest that Third-Party Tester can issue or guarantee the issuance of a CDL, influence the Commission's decision whether to issue a CDL, or obtain preferential treatment from the Commission for a driver or applicant.

9.1.4 The Commission, in its sole discretion, may notify the public of the Agreement in its agencies and on its website.

9.2 Use of the Commission Name

Third-Party Tester may use the Commission's name as necessary in connection with its provision of services to the public, with the prior written approval of the Commission. Third-Party Tester may, in its advertising, state that it is "certified," but shall not state or imply that Third-Party Tester is sanctioned or in any way endorsed by the Commission and shall not use any other name besides the name on its application for certification, nor shall Third-Party Tester use "state," "MVC," "Commission," or "New Jersey Motor Vehicle Commission" in any part of its name, or use the Commission's logo or the State seal. In addition, Third-Party Tester shall not state or imply that:

- a. The Commission requires the use of Third-Party Tester's services;
- b. The Commission recommends the use of Third-Party Tester's services to the exclusion of other similarly available services;
- c. Third-Party Tester is the exclusive provider of such services; or
- d. The Commission and Third-Party Tester are in any way affiliated.

10.0 WARRANTY, LIABILITY, INDEMNIFICATION, ACCIDENTS AND MISUSE OF RECORDS

10.1 Warranty

Third-Party Tester warrants that its activities with respect to the Pilot Program shall at all times be in compliance with the requirements contained in this Agreement and applicable State, federal, and local law.

10.2 Limitation of Liability

Notwithstanding any express responsibility pursuant to applicable State law, neither the State nor the Commission shall be liable for any monetary damages resulting from the services provided under this Agreement or from the Commission's performance or nonperformance under this Agreement. In no event shall the State or the Commission be liable for any indirect, special, incidental, or consequential damages resulting from the services provided under this Agreement or from the Commission's performance or nonperformance under this Agreement, whether or not the State or the Commission was advised of the possibility of such damages.

10.3 Liability and Indemnification

Third-Party Tester shall indemnify, defend and save harmless the Commission and the State and their employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which arise from or result directly or indirectly from the services or other obligations undertaken by Third- Party Tester, its officers, employees, and subcontractors pursuant to this Agreement. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement and shall survive the termination of this Agreement.

10.4 Liabilities Arising from Accidents

Nothing in this Agreement shall be construed to impose on the State or the Commission any liability arising from accidents to persons served by Third-Party Tester. Nothing contained in this Agreement shall limit or affect the responsibility of Third-Party Tester for injuries to persons going on or about the premises where the services provided hereunder are delivered. Nothing contained in this section shall be construed to limit the sovereign immunity of the State.

11.0 INSURANCE AND PERFORMANCE BOND

11.1 Performance Bond

Third-Party Tester shall maintain, at its own expense throughout the term of this Agreement, a bond indemnifying the Commission for any loss the Commission incurs as a result of the performance, or failure to perform, by Third-Party Tester or any of its employees or agents under the terms of this Agreement. Such bond shall be in the amount of \$25,000 (twenty-five thousand dollars) for the first five (5) STEs employed by Third-Party Tester, and an additional \$5,000 (five thousand dollars) for each additional STE. The bond shall be issued by a company licensed to issue surety bonds in the State of New Jersey. The bond shall be subject to the approval of the Commission and shall provide for a 30 (thirty) day written notice to the Commission prior to cancellation. A copy of the bond shall be provided to the Commission's Program Manager prior to execution of this Agreement.

11.2 Workers' Compensation

Third-Party Tester shall procure and maintain workers' compensation insurance as required by the Workers' Compensation Laws of the State of New Jersey and any other applicable workers' compensation law.

11.3 Commercial General Liability Insurance

Third-Party Tester shall procure and maintain commercial general liability insurance in a per occurrence amount of not less than \$1,000,000 (one million dollars) for bodily and personal injury and for property damage, also naming the State of New Jersey, its officers and employees, and the New Jersey Motor Vehicle Commission, and its officers and employees as an “additional named insured.” Such insurance shall provide for a 30 (thirty) day written notice to the Commission’s Program Manager prior to cancellation. Proof of such insurance shall be provided to the Commission’s Program Manager prior to execution of this Agreement.

11.4 Bodily Injury and Property Damage Insurance

Third-Party Tester shall procure and maintain bodily injury and property damage liability insurance coverage on any vehicle Third-Party Tester provides for testing, in the amount required by New Jersey law.

12.0 SECURITY AND CONFIDENTIALITY

12.1 Confidential Information

12.1.1 All Personally Identifiable Information supplied to Third-Party Tester is deemed confidential (“Confidential Information”).

“Personally Identifiable Information” is defined as information that can be used to distinguish or trace an individual's identity, such as name, social security number, biometric records, alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name.

All manuals, documents, Skills Test Score Sheets, Scoring Criteria, exercise dimensions or other related information provided by AAMVA or the Commission to Third-Party Tester pertaining to STE certification or CDL testing are deemed Confidential Information. All Personally Identifiable Information supplied by driver applicants, in whatever form, is deemed Confidential Information.

12.1.2 Third-Party Tester must secure all Confidential Information from manipulation, sabotage, theft or breach of confidentiality. Third-Party Tester is prohibited from releasing any Confidential Information except as required pursuant to this Agreement. Any use, sale, or offering of Confidential Information in any form by Third-Party Tester, or any individual or entity in the Third-Party Tester’s charge or employ, will be considered a violation of this Agreement and may result in Agreement termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

- 12.1.3 Third-Party Tester and all TPT staff participating in the Pilot Program must complete and sign a non-disclosure agreement provided by the Commission. Third-Party Tester may be required to view yearly security awareness and confidentiality training modules approved by the Commission. Where required, it shall be Third-Party Tester's responsibility to ensure that any new staff sign the non-disclosure agreement and complete the security awareness and confidentiality training modules within one month of the employee's start date.
- 12.1.4 Data Breach: Unauthorized Release Notification: Third-Party Tester must comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Information or other event requiring notification. In the event of a breach of any of the Third-Party Tester's security obligations or other event requiring notification under applicable law ("Notification Event"), Third-Party Tester must assume responsibility for informing the Commission's Program Manager within 24 (twenty-four) hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.
- 12.1.5 End of Contract Data Handling: Upon termination/expiration of this Agreement Third-Party Tester must first return all State manuals, documents, and forms as directed by the Commission. Third-Party Tester must then erase, destroy, and render unreadable all Confidential Information, and Third-Party Tester copies of State documents, manuals or forms according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within 30 (thirty) days after the termination/expiration of the Agreement or within seven (7) days of the request of an agent of the Commission, whichever shall come first.

13.0 ANTI-DISCRIMINATION

Third-Party Tester agrees not to discriminate in employment or in the evaluation of applications from driver applicants for skills testing, and agrees to abide by all anti-discrimination laws including, but not limited to, those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 and 10:5-38, and N.J.A.C. 17:27-3.7.

14.0 AMERICANS WITH DISABILITIES ACT

Third-Party Tester acknowledges that it must comply with all provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (the "Act"), and its implementing regulations, which prohibit discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities. In providing any aid, benefit

or service pursuant to this Agreement, Third-Party Tester agrees that its performance under this Agreement shall be in strict compliance with the Act and the regulations.

15.0 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25 (N.J.S.A. 52:32-55), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the New Jersey Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Third-Party Tester shall review this list and complete the State's Disclosure of Investment Activities in Iran form prior to executing this Agreement. The Disclosure of Investment Activities in Iran form is found on the State's website at <http://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>. Failure to complete the certification will constitute a material breach of this Agreement.

16.0 NON-SOLICITATION

In executing this Agreement, Third-Party Tester does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any State employee, officer or official.

17.0 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The Parties shall adhere to and agreed to be bound by New Jersey Executive Order No. 189 (1988), and all of its prohibitions concerning activities between vendors and the State.

18.0 SERVICES PERFORMED UNDER THIS AGREEMENT

This Agreement constitutes a "State Contract" as defined by N.J.S.A. 52:34-13.2, and as such, all services described and performed under this Agreement shall be performed within the United States of America.

19.0 CONTACT INFORMATION

All notices, amendments, questions or problems that arise in connection with this Agreement shall be sent, in writing, to the individuals designated as contact persons below. Each Party is required to immediately provide written notification to the other Party when a contact person's information changes.

For the Commission:

Program Manager

Michael A. Hall

225 E. State St.

PO Box 129

Trenton, NJ 08666

Phone: 609-943-9956

Fax: 609-943-5913

Email: MichaelA.Hall@mvc.nj.gov

For Third-Party Tester:

COMPANY:
CONTACT NAME:
TITLE:
ADDRESS:
PHONE:
FAX:
E-MAIL:

This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties by their authorized representatives have executed this Agreement on the dates hereinafter stated.

NEW JERSEY MOTOR VEHICLE COMMISSION

Witness:

By: _____

Raymond P. Martinez
Chairman and Chief Administrator

By: _____

Name
Title

[NAME]

Witness:

By: _____

By: _____

Name Title

Dated: _____

Approved as to form:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Deputy Attorney General

18. ATTACHMENT 4 - Original RFQ Posting - Answers to Bidder's Questions

October 25, 2017

To: All Interested Bidders

**Re: RFQ # 1247099S
Commercial Driver License (CDL) Third Party Testing Service-Pilot Program**

Proposal Submission Due Date: October 30, 2017 (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation.

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

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

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Commercial Driver License (CDL) Third Party Testing Service-Pilot Program

RFQ 1247099S

Answers to Questions

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

#	Page #	RFQ Section	Question	Answer
1	16	13	<p>Question Submitted :</p> <p><i>What is the minimum size of space required for CDL road test?</i></p>	<p>There are no space requirements defined within the RFQ for the CDL road test. The NJMVC follows FMCSA/AAMVA regulations.</p> <p>Bidders are instructed to review RFQ Section 13, Technical Proposal Preparation “TEST SITE(S)” on page 16</p>
2	1	Cover Page	<p>“Period of Performance: November 1, 2017 until October 31, 2018, Proposal Due Date: October 30, 2017”</p> <p><i>Please explain the proposal due date of 10/30/17 and the period of performance (implementation) of 11/1/17. Is it expected that the successful bidders will be required to begin testing on 11/1/17?</i></p>	<p>Bidder proposals must be submitted on October 30th, per RFQ instructions.</p> <p>No. The Period of Performance will begin on or about November 1st following TPT appointment. Actual testing must follow TPT appointment, training and certification per RFQ Section 12, Scope of Work pages 11 and 12.</p>
3	3	1	<p>“The Pilot Program will consist of the appointment of three (3) private third-party vendors to administer the skills tests for CDLs and endorsements, with one third-party vendor each to be located in the northern, central, and southern regions of the state.”</p> <ul style="list-style-type: none"> ○ <i>Can a Third-Party tester apply for multiple testing</i> 	<p>Yes. Bidders may apply for multiple testing regions. However, a TPT shall be permitted to test in only one (1) region during this pilot phase.</p>

#	Page #	RFQ Section	Question	Answer
			regions?	
4	11	12	<ul style="list-style-type: none"> • “Separate any skills testing program operations from any driver training.” <p><i>Does this require separate addresses or can the testing site and driver training site be at one location, but separated from one another?</i></p>	<p>Training/Testing may be at the same site location address. However, training and testing areas must be established and remain physically separate locations. No cross-location influence or interference is permitted between driver training and testing sites.</p>
5	13&14	12	<p>10a “No school owner, agent, instructor, or employee shall: Instruct on or near the skills examination route used by the Commission”</p> <ul style="list-style-type: none"> ○ <i>Does this pertain to NJ Motor Vehicle state run locations?</i> <p>10eiii “A record of all instruction provided to driver applicant, including the instructor(s) who facilitated training”</p> <ul style="list-style-type: none"> ○ <i>Is it expected that all TPT’s have a training program?</i> ○ <i>What if the applicant did not receive training by the same institution that will be performing the CDL examination?</i> ○ <i>Will it be expected that the training records will be transferred prior to examination?</i> 	<p>Yes.</p> <p>No.</p> <p>Yes, The TPT may test any individual in possession of an MVC validated Commercial Learner Permit (CLP).</p> <p>No.</p>

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			<p>10h “Submit a daily testing report to the State, which also includes driver applicants who have successfully completed training and are pending testing”</p> <ul style="list-style-type: none"> ○ <i>Please clarify what is necessary considering 10H, in part, appears to repeat a portion of 10L?</i> ○ <i>In the event the applicant was not trained by the TPT, does 10L apply?</i> 	<p>RFQ Section 12, Sub 10H pertains to TPT reports to the MVC indicating trainees eligible for testing. 10L requires TPT input through CSTIMS database.</p> <p>Yes. TPT must fulfill this Federal requirement (FMCSA/AAMVA).</p>
6	14	12	<p>“There shall be a fourteen (14) day waiting period for a test retake after a failed grade.”</p> <ul style="list-style-type: none"> ○ <i>Is the 14-day waiting period for a test retake at the discretion of the commissioner? Typically, most states have a 7 day or less retake period.</i> 	<p>NJ Administrative Code: requires fourteen (14) calendar days as a waiting period. Reference N.J.A.C. 13:21 - 23.10</p>
7	15	13	<p>“Describe your ability to separate your company’s testing operations from any training operations: How will you separate skills training classes and activities from skills testing?”</p> <p><i>Please clarify the intent of the question. (See question #4 above)</i></p>	<p>Bidder must describe how it will secure the testing area from any external influence, distractions and/or interaction with driver training classes.</p>
8	16	13	<p>“Provide sample testing reports”</p> <ul style="list-style-type: none"> ○ <i>Please define this request?</i> 	<p>Periodic schedule i.e. Daily/Monthly</p>

#	Page #	RFQ Section	Question	Answer
			<ul style="list-style-type: none"> ▪ <i>Internal company reports?</i> ▪ <i>State or federal reports?</i> 	<p>report(s)</p> <p>Refer to: page 14 section 10h and Section 16, Attachment 2, Pages 22, 23, Items 10 and 11 “Examination Reports” and “Medical Examiner’s Report”. In addition, bidders are instructed to carefully review Section 17, Attachment 3, Sub 3.0 “Third Party Tester Responsibilities” on Page 26 and 3.5 “Examination Reports” on Page 31.</p>
9	9	Attachment 3 Page 30	<p>3.3.5 “Skills test banking is not permitted during the first year of TPT’s participation in this Pilot Program, except with the prior written approval of the Chief Administrator, in the Chief Administrator’s sole discretion, and based on the training program of TPT.”</p> <ul style="list-style-type: none"> ○ <i>Please clarify skills test banking is not permitted, “except with the prior written approval of the Chief Administrator?”</i> ○ <i>and “based on the training program of TPT?”</i> ○ <i>Is it expected that all TPT’s have a training program?</i> 	<p>The MVC finds Section 3.3.5 to be self-explanatory. No further clarification is necessary.</p> <p>To clarify, this language is included in the event a TPT also provides CDL training classes.</p> <p>No</p>
10	N/A	general	<i>Will a successful bidder be expected to test applicants that they did not train?</i>	Yes, as stated in MVC answer to bidder’s question 5, the TPT is required to test all applicants regardless of training.
11	N/A	general	<i>Please define the criteria that will be utilized to define the success of the Pilot program?</i>	<p>The Chief Administrator, and designees, will evaluate the level of success of the program as per legislation:</p> <p>P.L.2017, CHAPTER 10, approved February 6, 2017</p>

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				<p>Senate, No. 2364</p> <p>d. Within nine months of the effective date of this act, the Chief Administrator shall submit to the Governor and the Legislature pursuant to section 2 of P.L.1991, c.164 (C.52:14-19.1) an evaluation of the pilot program with recommendations that will facilitate the permanent use of third party vendors to administer knowledge and skills tests for commercial driver licenses or endorsements pursuant to section 13 of P.L.1990, c.103 (C.39:3-1 10.21).</p> <p>Within nine months of the bill's effective date, the Chief Administrator is required to submit to the Governor an evaluation of the pilot program with recommendations that will facilitate the permanent use of third party vendors.</p>
12	?	?	<p><i>What are NJ's size requirements for a CDL test site?</i></p>	<p>NJMVC does not have a test site size requirement. However, NJMVC test sites comply with FMCSA and AAMVA skills testing standards.</p>
13	?	?	<p><i>When and where will examiner's training courses be available to license applicants for third party testing?</i></p> <p><i>And how much will the course cost?</i></p>	<p>TPT examiners must be certified by the NJMVC. Certification will be provided to TPT's appointed as participants in this pilot program.</p> <p>Examiner training costs will be determined following NJMVC Chief Administrator TPT appointments.</p>
14	16	13	<p>Page 16 States to "Provide evidence of signage posted to inform public of test site".</p> <p><i>Are bidders expected to have signs before any decisions of awards are made?</i></p> <p><i>Or can (it) be a proposal of signs that will be made available if awarded contract?</i></p>	<p>No.</p> <p>Yes, Bidder's may provide digital samples of proposed signage in .pdf jpeg or similar machine-readable format within its proposal.</p>

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			<i>When and where will examiner's training courses be available to license applicants for third party testing?</i>	Certification will be provided to TPT's appointed as participants in this pilot program.
15	16	13	<p>Page 16 under "Reports" states "Provide sample testing reports".</p> <p><i>I believe it stated that all reporting forms and test forms would be provided by the Commission??</i></p> <p><i>If the forms are provided by the Commission, what samples must bidders provide?</i></p>	<p>Skills test score sheets are property of NJ MVC, and will be provided to the TPT's.</p> <p>Bidders are instructed to review NJMVC's answer to Bidder Question #8.</p>

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Pilot Program

Skills and Performance Audit

Additional information shall be made available following appointment of a Third-Party Testing Services by the Chief Administrator of the New Jersey Motor Vehicle Commission.