



State of New Jersey

DEPARTMENT OF THE TREASURY
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May 04, 2026

To: All Interested Bidders

**Re: Bid Solicitation #26DPP01246
T2792 Health Care Profile Systems**

Current Quote Submission Due Date: May 8, 2026 (2:00 p.m. Eastern Time)
REVISED Quote Submission Due Date: May 28, 2026 (2:00 p.m. Eastern Time)

Bid Amendment #2

The following constitutes Bid Amendment #2 to the above referenced Bid Solicitation:

- Answers to Bidder Electronic Questions received during the Electronic Question and Answer period;
- The State of New Jersey Security Due Diligence Third-party Information Security Questionnaire;
- The Quote Submission Due Date has been revised from 2:00 p.m. Eastern Time on May 8, 2026 to 2:00 p.m. Eastern Time on May 28, 2026;
- A Revised Bid Solicitation entitled, "T2792 26DPP01246 Attachment 5 - Revised Bid Solicitation 5.4.26."
 - Please note that for all additions, deletions, clarifications, and modifications to the Bid Solicitation, Bidders should refer to "T2792 26DPP01246 Attachment 5 - Revised Bid Solicitation 5.4.26." The following revisions are included in the Revised Bid Solicitation:
 - Section 3.19 Additional Plans (New Section)
 - Section 4.7 Communications/Network
 - Section 4.12 Project Management
 - Section 5.3 Performance Security
 - Section 6.6 Privacy
- A Revised State-Supplied Price Sheet entitled, "T2792 26DPP01246 Attachment 6 - Revised State-Supplied Price Sheet 5.4.26."
 - Please note that for all additions, deletions, clarifications, and modifications to the State-Supplied Price Sheet, Bidders should refer to "T2792 26DPP01246 Attachment 6 - Revised State-Supplied Price Sheet 5.4.26." The following revisions are included in the Revised State-Supplied Price Sheet:

- Section B Maintenance and Hosting has been revised to remove *Price Line 3 Call Center*.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation and/or the New Jersey Standard Terms and Conditions relative to this Bid Solicitation as set forth in all Bid Amendments.

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

**Bid Solicitation #26DPP01246
T2792 Health Care Profile System**

Answers to Questions

Where applicable, each question references the appropriate Bid Solicitation section.

Note: Some questions may have been paraphrased in the interest of readability and clarity.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	Quote Submission	Please confirm a Bidder may deliver a hardcopy quote instead of submitting a response electronically. Please be advised that all Quotes shall be submitted electronically through NJSTART.
2	Quote Submission	Should I check that I have properly completed and attached all of the required documents with my submitted Quote? Yes. Prior to the Quote Opening Deadline, a Bidder should review the documents comprising the submitted Quote to ensure that all of the required documents have been completed and attached. Oftentimes a Quote is deemed non-responsive because a Bidder fails to attach a required form or attaches a blank form. To review a submitted a Quote, a Bidder should log into NJSTART and review each document attached to the Quote submission. Instructions on how to review a submitted Quote can be found in the Quick Reference Guide entitled How to Review a Submitted Quote, which is available on the NJSTART Vendor Support Page under Vendor Reference Guides.
3	PDF Documents	When trying to open a Portable Document Format (PDF), I am receiving an error message and am unable to access the PDF. How should I proceed? It is recommended that users utilize Microsoft Edge to view PDFs. Certain PDF forms cannot be opened in the Chrome or Firefox built in PDF viewers that are enabled by default. If using Chrome or Firefox it is recommended that the file is downloaded instead by clicking the download button in the upper right-hand corner of the browser after an error message is received. An alternative option is to disable the built in PDF viewers in Chrome or Firefox.
4	Exceptions	Will the State allow Bidders to take exception to any of the Standard Terms and Conditions? As stated in Bid Solicitation Section 2.2, Exceptions to the State of NJ Standard Terms and Conditions (SSTC): "Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s)." Moreover, as stated in Bid Solicitation Section 3.11, Bidder proposed terms or conditions that conflict with those

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		contained in the State of New Jersey Standard Terms and Conditions may render a Quote non-responsive.
5	General	Can the State confirm that it will post responses to Bidder questions at least 10 business days before the Submission Deadline? Pursuant to Bid Solicitation Section 2.3, "There are no designated dates for release of Bid Amendments." The Q&A will be posted as a Bid Amendment once all questions are adequately addressed and should the Quote Opening Date need to be revised, it will be addressed in the current or a subsequent Bid Amendment.
6	General	If the State is not able to post responses to Bidder questions at least 10 business days before the Submission Deadline, will the State consider issuing an extension of the deadline to allow Bidders time to thoroughly review and incorporate the responses into their submittals? Please see the response to Question #5.
7	Section 3.1	Are there any restrictions on the file size that can be submitted through the NJSTART portal? Yes, the NJSTART e-procurement system has a file size threshold for uploads of 500 MB.
8	Section 3.13.12	No link was provided to the State of New Jersey Security Due Diligence Third-party Information Security Questionnaire, and it does not appear to be included in the materials provided. Can the State please confirm this is the correct document: https://www.nj.gov/treasury/pensions/documents/pdf/sonj-third-party-information-security-questionnaire.pdf The State of New Jersey Security Due Diligence Third-party Information Security Questionnaire is being made available as an attachment on NJSTART with this Bid Amendment.
9	Section 3.13.12	Can the State please provide an unlocked version of the State of New Jersey Security Due Diligence Third-party Information Security Questionnaire to help ensure Bidders may provide as thorough responses as necessary? Please see the response to Question #8.
10	Section 3.13.6	Can the State confirm whether the State will approve any off-shore services or if all services must be performed within the United States? Pursuant to Bid Solicitation Section 3.13.6, all services shall be performed within the United States. All Bidders should submit a completed Source Disclosure form as provided in Bid Solicitation Section 3.13.6.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
11	Section 3.22	The RFP requires that Bidders include a name, address, and phone number to contact for each similar contract listed in personnel resumes. Not every client is always willing to provide references for projects, and some projects might be past projects for which individuals no longer have contact with the client. Instead, may Bidders provide 2-3 references for each individual for whom we provide a resume? The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote. The information requested in Bid Solicitation Section 3.22, Resumes, is presented as a "should" requirement. As provided in Bid Solicitation Section 9.2, Definitions, the term "should" denotes that which is permissible or recommended, not mandatory. However, Bidders should be aware that Quotes will be evaluated based on the content provided therein, and failure to provide all recommended information may result in a lower evaluation score.
12	Section 3.24	If the bidder's most recent fiscal year financial statements, which are for the most recent calendar year, are not yet audited, should they still be included? Or, are audited financial statements from the previous fiscal year, which are for the prior calendar year, an acceptable alternative? Audited financial statements from the previous fiscal year are acceptable.
13	Section 3.25	The Price Sheet includes lines for Call Center costs in both Parts B and C. Please confirm whether all Call Center services in Section 4.5 (including staffing, telephony, SLAs, reporting, volume handling, and training of call center personnel) are to be priced entirely in Part B, or whether any components should be priced in Part C. The Call Center pricing should be all inclusive and be listed solely under Section C. Please refer to T2792 – Revised State-Supplied Price Sheet XX.XX.XXX.
14	Section 3.25	The Price Sheet includes lines for Call Center costs in both Parts B and C. Please specify how Bidders should allocate Call Center costs between Parts B and C (e.g., Operations = steady state run costs in Part B; Support = incremental surge staffing or after hours support in Part C; or another breakdown). Please see the answer to Question #13.
15	Section 3.25	The Price Sheet includes lines for Call Center costs in both Parts B and C. If the Part C line is not intended for the Section 4.5 Call Center, please identify the specific services that should be priced on Part C line 6 to avoid double counting.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Please see the answer to Question #13.
16	Section 3.25	Is there a reference source for descriptions of the labor categories listed in Part D of the Price Sheet (e.g., qualifications, education, experience)? No, the labor categories are general/standard titles that were listed. The State has no preference for specific qualifications, and these labor categories will be used strictly after Contract award.
17	Section 3.25	If the bidder proposes subcontractors, should their budgets be presented separately? No, if a Bidder is intending to utilize subcontractors, that cost must be included within the Bidder's proposed pricing on the State-Supplied Price Sheet.
18	Section 4	For sizing and pricing accuracy, can the State please confirm the definition of "items mailed" and provide the actual annual volume for each letter type, reminder, and paper surveys? The Contractor shall print and mail items such as letters, surveys, and correspondence, pursuant to Bid Solicitation Section 4.3.1.13 and 4.3.4. The volume of letters mailed is provided in Appendix 3.
19	Section 4	Please confirm that the volumes of physicians supported provided in the RFP reflect the number of Active Physicians. If so, can the state provide volumes for both active and inactive physicians? As of the end of January 2026, there were 57,550 active profiles and about 35,000 inactive profiles.
20	Section 4.1	RFP Section 4.1 states that the Contractor will have a 9-month implementation period, while Section 4.6 says that the State's goal is to transition to the new system 6 months after Contract award. Can the State please clarify its preferred implementation timeline? The intention is to have the software installed within six (6) months and all other operations live within nine (9) months.
21	Section 4.1	Can the State provide its target/desired start and end date for the implementation/transition? The State does not have a target/desired start and end date for implementation and/or transition.
22	Section 4.1	Can DCA please clarify whether DCA is seeking development of an entirely new New Jersey Health Care Profile System to be owned by DCA? Or whether DCA would accept pre-existing systems modernized or configured to meet DCA's needs?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		 system must meet all the requirements in the Bid Solicitation. The State is not seeking to own or maintain the system.
23	Section 4.1.3	Can the State provide data storage requirements regarding physician profiles? For example, how long will the Contractor be required to store profile data for inactive physicians? Collectively, the current system takes up about 45 GB. At the end of January, there were 57,550 active profiles and about 35,000 inactive ones. A full profile history has to be kept indefinitely, because profiles will switch between active and inactive, and all changes or updates that are made or submitted must be reviewable.
24	Section 4.3.4	Can the State clarify the requirements around how notifications and letters should be sent to providers (e.g., digital letters, SMS texts, USPS mail)? Notifications must be made by mail. Digital letters or SMS messages are not acceptable methods of delivery.
25	Section 4.3.4	Can the State confirm that the email and SMS notifications should be in addition to USPS mail? Paper notices are required to be mailed as outlined in the Bid Solicitation. SMS and email may be issued in addition to mailing the notices but cannot replace the required paper notices.
26	Section 4.7	The links provided for the Statewide Information Security Manual takes Bidders to an error page. Can the State please confirm that the document can be found here: https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-sism? Yes, the State can confirm that the Statewide Information Security Manual can be found at https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-sism. Additionally, the link has been updated in Revised Bid Solicitation Sections 4.7 and 6.6.
27	Section 4.12	The Project Management Appendix linked in RFP Section 4.12 says that the Contractor (the Bidder awarded a contract) must provide a Project Management Plan (PMP) during the pre-award phase. Can the State please confirm that the PMP will be provided by the awarded Bidder during project implementation? The State has added a new section, Section 3.19 <i>Additional Plans</i>, to the Bid Solicitation. The language now states that Bidders should include a draft Project Management Plan with their Quote. The final PMP shall be submitted for SCM approval 30 Calendar Days after Contract award. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
28	Section 5	The 4th through 6th sentences in Section 5 establish a warranty and remedy obligation on the Contractor; however, the language does not include specific parameters, including notification requirements, for such warranty and remedy. Would DCA consider modifying this term and condition, adding the following: Contractor warrants that the services provided under this Contract will be performed with the degree of skill and judgement normally exercised by recognized professional firms performing services of a similar nature. In event that any errors, omissions, or other deficiencies in the Contractors services or deliverables arise, DCA must notify Contractor of such defect in writing within 90 calendar days of delivery of the services or deliverables. The additional language adds a defined notification period to the contractor's warranty and correction obligations and strengthens the contract by promoting fairness, efficiency, and clarity for both parties. This addition helps ensure clear expectations and prevents open-ended liability in line with standard commercial practices. The State does not accept the proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders and cannot be based on a single vendor's terms.
29	Section 5.1	The third sentence in Section 5.1 has the effect of requiring the Contractor to hold its offer firm for an undefined time. Will DCA please clarify the maximum time that such procurement delays will be allowed to impact the Contract effective date? The State cannot provide such clarification. Each procurement has different requirements which may affect timing in various ways. The State will issue Notices of Intent to Award to all Bidders that submitted a Quote once evaluation is complete.
30	Section 5.2	The last sentence in Section 5.2A allows the State to extend the Contract more than 365 days in the event that no award has been made for a new Contract, on the same pricing under the original Contract term. Would the State please consider making any subsequent extensions beyond the Initial Transition Period of 365 days subject to mutual agreement of both parties, including the negotiation of pricing? Example language is shown below: In the event that the Director determines that an extension beyond 365 days is in the best interest of the State, such extension shall only be made upon the negotiation of pricing and mutual agreement of both Parties. The risk of this language without modification is that Contractor may be locked into additional service beyond the expected Contract term with no ability to modify its pricing to account for changes in cost of service delivery. This places undue risk and uncertainty on the Contractor. The State does not accept the proposed modification. This is standard contract language and will not be amended.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
31	Section 5.3	Would the State please consider removing the obligation for Contractor to obtain a security bond from the scope of work? The Contract terms do set forth a retainage requirement that would work to protect the State in the event the work provided by Contractor is insufficient. Requiring additional security would create unnecessary administrative and financial burden without increasing protection for the State. Eliminating performance security allows the Contractor to direct resources toward service delivery and operational quality, while the State remains fully protected through existing contractual remedies, monitoring mechanisms, and performance standards. The State accepts the proposed modification to remove the Performance Security requirement in Bid Solicitation Section 5.3. Please see the revised Bid Solicitation entitled, "T2792 Revised Bid Solicitation XXXXXX."
32	Section 5.4.E	"Custom Software" is not defined in Section 9 G.2 Definitions of the Bid Solicitation. Could the State please define Custom Software or otherwise please confirm that the language in Section 5.4(E) only applies to the development of a net-new system or software to be delivered to the State by Contractor for the purpose of meeting the requirements of the contract? This term is now defined in Section 9.2, <i>Definitions</i>, of the Revised Bid Solicitation.
33	Section 5.4.G	Will the State consider the following modifications to Section 5.4(G) - No Rights to clarify ownership rights to Contractor Intellectual Property? Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property, including any proprietary materials, tools, methodologies, software, documentation, data structures, or other intellectual property that is now owned by the Contractor, developed independently of this Contract, or subsequently developed by the Contractor outside the scope of Work Product created specifically for the State. The State shall acquire no rights in such Contractor Intellectual Property by virtue of its use in performing the Contract, its incorporation into any Work Product, or its delivery to the State, except for any limited license expressly provided herein. The requested clarification ensures that the Contract accurately reflects the distinction between Contractor preexisting intellectual property and Work Product created specifically for the State under the Contract. The modification does not change the State's ownership of Work Product; rather, it confirms that materials, tools, software components, and methodologies developed independently by the Contractor and not funded by this procurement remain the Contractor's property. The State does not accept the proposed modification. This is standard contract language and will not be amended.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
34	Section 5.8	Would the State please consider removing or reducing this retainage requirement? A 20% retainage is significantly high and in combination with the requirement for a performance bond does place significant burden on Contractors. The State does not accept the proposed modification. The State has removed the Performance Security requirement in Bid Solicitation Section 5.3. Please see the Revised Bid Solicitation entitled, "T2792 Revised Bid Solicitation XXXXXX."
35	Section 7.1	Will the State please consider the following changes to the Indemnification obligations in Section 4.1(A)(1) to reflect a more balanced risk allocation? Such changes below ensure that Contractor is liable for its own conduct but does not expose Contractor to unnecessary unlimited liability outside of industry standards. â€¢ Replace "...demands, suits, actions, recoveries, judgments and costs and expenses..." with "and resulting proven direct damages, liabilities, and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Contractor, ..." â€¢ Remove "directly or indirectly" after "which shall arise from or result" in item i. The State does not accept the proposed modification. The State declines to waive any potential legal rights or limit its potential risks beyond those outlined in the Bid Solicitation.
36	Section 7.1	Please confirm whether the indemnification provision set forth in Section 8.2 of the SSTC or the indemnification provision in Section 7.1 of the Bid Solicitation is applicable to this Contract. Both sections replace Section 4.1 of the SSTC, so it is unclear. As provided in Bid Solicitation Section 1.4, <i>Order of Precedence of Contractual Terms</i>, the terms stated in the Bid Solicitation take precedence over the SSTCs. Therefore, the indemnification provisions in Bid Solicitation Section 7.1 take precedence.
37	Section 7.1	In the event that Section 8.2 Indemnification for Standard Technology Contracts is applicable to this Contract instead of Section 7.1 of the Bid Solicitation, will the State limit a Contractor's indemnification obligation to proven direct damages only? Please see the answer to Question #36. Further, the State declines the proposed modification.
38	Section 7.2	Will the State accept insurance provided by insurance companies with an A-VII or better rating by A.M. Best & Company? Pursuant to New Jersey State Standard Terms and Conditions (SSTCs) Section 4.2, "All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
39	Section 7.2	While we understand that some clients request to be named individually as additional insureds, our standard practice is to include all contracted parties as additional insureds through a blanket endorsement. This approach is widely accepted in the industry and ensures that all clients with whom we have a contractual obligation are afforded the same level of protection under our policy. It also streamlines the administrative process and reduces the potential for errors or omissions in naming specific entities. We have explored the option of naming clients individually; however, due to the volume and scale of our operations, this is not feasible for a company of our size. Our blanket additional insured provision fully satisfies contractual insurance requirements and provides the same legal protections as being named individually. Additionally, Contractor cannot increase its policy limit. As such, would the State please consider the following changes to this provision? Section 4.2(a) - change "...Commercial General Liability Insurance policy or its equivalent shall 'name' the State..." to "...Commercial General Liability Insurance policy or its equivalent shall 'include' the State..." Section 4.2(b) - Change "The State must be 'named' as an..." to "The State must be 'included' as an..." Section 4.2(c) - Remove "This \$1,000,000 amount may be raised when deemed necessary by the Director." The State does not accept the proposed modification. Terms and conditions on publicly bid procurements must be consistent for all Bidders and cannot be based on a single vendor's terms.
40	Section 7.2.1	Can the State please confirm whether a \$10,000,000 per claim policy is sufficient to meet the requirements of this Section 7.2.1 Professional Liability Insurance? For professional liability insurance, a per-claim basis is in line with industry standards for professional services, where claims often arise from a series of related facts discovered after the fact. If so, would the State please consider the following addition to this Section after "and in such policy forms as shall be approved by the State." A per claim policy providing \$10,000,000 per claim is an acceptable alternative. A \$10,000,000 per claim policy is sufficient to meet the requirements of this Section. The State has revised the Bid Solicitation to state "per claim" in place of "per occurrence." Please see the Revised Bid Solicitation entitled, "T2792 Revised Bid Solicitation XXXXXX."
41	Section 7.2.2	Can the State please confirm whether a \$10,000,000 per claim policy is sufficient to meet the requirements of this Section 7.2.2 Cyber Breach Insurance? For professional liability insurance, a per-claim basis is in line with industry standards. If so, would the State please consider the following changes to this Section: After "\$10,000" change "each occurrence" to "per claim." A \$10,000,000 per claim policy is sufficient to meet the requirements of this Section. The State has revised the Bid Solicitation to state "per claim" in place of "per occurrence." Please see the Revised Bid Solicitation entitled, "T2792 Revised Bid Solicitation XXXXX."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
42	Section 7.2.3	Would the State consider modifying the limitation of liability provisions to limit the exclusions from the limitation of liability to Contractor's obligations to indemnify for injury to property and/or persons, and Intellectual Property Rights? Requiring Contractor to indemnify for confidentiality and security breaches, without such indemnification obligations being subject to a liability cap, creates unpredictable and potentially limitless liability. The privacy and security obligations set forth do create meaningful protection and maintain alignment with industry standards. If so, would the State please consider the following changes to this Section 7.2.3: Replace item i with "The Contractor's indemnification obligations as described in Section 4.1(1)(i) and (ii);" Remove item ii. The State does not accept the proposed modification. The State declines to waive any potential legal rights or limit its potential risks beyond those outlined in the Bid Solicitation.
43	NJSSTCs Section 5.7	Would the State consider making the termination for convenience mutual for both Parties? For example, change item A. For Convenience to: A. For Convenience: Notwithstanding any provision or language in this contract to the contrary, the Director either Party may terminate this contract at any time, in whole or in part, for the convenience of that Party, upon no less than 30 days written notice to the other Party; The State does not accept the proposed modification. This SSTC language is part of every New Jersey contract.
44	NJSSTCs Section 5.7	Would the State consider a thirty (30) day cure period for termination for cause? For example: Section 5.7.B.1 - Change "the Director may terminate the contract, in whole or in part" to "the Director shall, in writing, provide" Section 5.7.B.2 - Add "within thirty (30) days" after "ameliorating the issue(s) or problem(s) set forth in the compliant". Change "ten (10) days' notice to the contractor with an opportunity to respond." to "Contractor's failure to cure." The State does not accept the proposed modification. This SSTC language is part of every New Jersey contract.
45	NJSSTCs Section 5.21	If the State agrees to a thirty (30) day cure period for termination for cause, would the State please add the cure period to Section 5.21(C)? For example, in Section 5.21(C) add "after a thirty (30) day cure period" after "In the event that the Contractor fails to comply with any material Contract requirements." The State does not accept the proposed modification. This SSTC language is part of every New Jersey contract.
46	NJSSTCs Section 5.22	Will the State please consider amending the language in Section 5.22 to limit Contractor's obligations to indemnify to third party claims? The very principle of indemnification is to require protection from third party

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		claims only. Failure to modify this language broadens Contractor's indemnity obligations to first party claims. For example, add "third-party" in two places as modified below: ... In addition, Contractor shall defend any third-party claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Contractor in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any third-party claim made against the State with regard to any judgement or settlement resulting from those claims to the extent the Contractor's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT. The State does not accept the proposed modification. This SSTC language is part of every New Jersey contract.
47	NJSSTCs Section 6.1	Would the State please consider adding this equitable adjustment language to Section 6.1 (as shown below)? This language helps ensure the contract remains fair and workable when underlying assumptions -- such as volume estimates or wage determinations -- materially change after award. This provision simply allows either party to request a good faith review and negotiate any needed amendments to maintain service quality and align pricing with actual operating conditions. Add the following after "...or purchase order and shall not be subject to increase during the period of the contract.": However, in the event that (a) the basic assumptions under which (i) the contract was executed and/or (ii) the proposal was submitted in response to the RFP have materially changed or have proven to be inaccurate (including volume estimates), or (b) there has been an incorrect wage determination, and as a result of one or more of the foregoing, there is a financial impact on the Contractor, either Party may issue a change request and the Parties shall negotiate an amendment to the contract detailing the nature of the change and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to the Contractor's price. The State does not accept the proposed modification. This SSTC language is part of every New Jersey contract.
48	NJSSTC Section 8.0	Please confirm whether Section 8.0 will be applicable to this Contract. Yes. The State views this section of the SSTCs as applicable to the Contract resulting from this Bid Solicitation.