



State of New Jersey

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DIVISION OF PURCHASE AND PROPERTY
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January 27, 2026

To: All Interested Bidders

**Re: Bid Solicitation # 26DPP01242
T1297 Voice Communications Network Services**

Quote Submission Due Date: February 19, 2026 (2:00 p.m. Eastern Time)

Revised Quote Submission Due Date: March 5, 2026 (2:00 p.m. Eastern Time)

2nd Electronic Question and Answer Period: February 3, 2026 (2:00 p.m. Eastern Time)

Bid Amendment #2

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

This Bid Amendment includes:

- Answers to electronic questions submitted during the first electronic Question and Answer period;
- "T1297 Attachment 3 State Supplied Price Sheet 11/25/2025" has been deleted and replaced with "REVISED T1297 Attachment 3 – State-Supplied Price Sheet 1.27.2026";
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation, please refer to the Revised Bid Solicitation entitled "REVISED T1297 Bid Solicitation 1.27.2026 "). The following revisions are included in the Revised Bid Solicitation:
 - Section 1.1, *Purpose, and Intent and Background*, revised;
 - Section 3.15, *Price List and/or Catalog*, revised;
 - Section 3.24, *State-Supplied Price Sheet instructions*, revised;
 - Section 4.1.1, *Analog Business Line Service*, revised;
 - Section 4.1.2, *ISDN Primary Rate Interface (PRI) Trunks*, revised;
 - Section 4.1.5, *Labor Rates*, added;
 - Section 4.2.5.2, *Billing Technical Requirements*, revised;

- Section 4.2.7, *Maintenance Process Requirements*, revised;
 - Section 4.2.11, Grandfathering of Legacy Services, added; and,
 - Section 9.3, *Contract- Specific Definitions*, revised;
- The second electronic Question and Answer period will be received until 2:00 p.m. Eastern Time on February 3, 2026. Questions that will be considered will be limited to subject matter related to the following:
 - The revisions to the Revised Bid Solicitation Sections listed above. Refer to “REVISED T1297 Bid Solicitation 1.27.2026 ”;
 - REVISED T1297 Attachment 3 – State-Supplied Price Sheet 1.27.2026;

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 #26DPP01242
T1297 Voice Communications Network Services**

Answers to Questions

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

Note: This question has 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 contained in the State of New Jersey Standard Terms and Conditions may render a Quote non-responsive.
5	Section 1.2 Background	Q: Is this a new requirement? If not, please let us know the incumbent details like name, dollar value, and period of performance.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: As stated in Section 1.2, this is a reprourement of the services under Voice Communications Network Services. For more information Bidder's should follow the instructions in Section 1.2 of the Bid Solicitation to obtain more information.
6	2.2 Exceptions to the State of NJ Standard Terms and Conditions (SSTC)	Q: Will the State allow Bidders to take exception to any of the Standard Terms and Conditions? A: As stated in Bid Solicitation Section 2.2, <i>Exceptions to the State of NJ Standard Terms and Conditions (SSTC)</i>: "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, <i>Bidder Additional Terms Submitted with the Quote</i>, Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions may render a Quote non-responsive.
7	3.8 Small Business Set aside	Q: Section 3.8 States that SMALL BUSINESS SET-ASIDE CONTRACTS are NOT APPLICABLE TO THIS PROCUREMENT. However, 3.13.8.1 States that This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises. Can you explain what is expected with this rfp in regards to Small Business? " A: As stated in Section 3.13.8.1, if the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises.
8	3.13.6 Service Performance within the United States	Q: Will the State allow certain back-office, NOC, or support functions to be performed offshore, provided that customer data remains in the U.S. and all other security requirements are met? A: Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States.
9	3.13.7 Confidentiality/Commitment to Defend	Q: Will the State agree to provide Contractor with advance notice and an opportunity to defend its confidentiality designations before any release under OPRA and incorporate language consistent with the following? "The State shall provide Contractor with prompt written notice and a reasonable opportunity to defend any confidentiality designations prior to the release of information under OPRA or similar laws." A: The State does not accept this 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. Any requests for redaction must be included in the Bidder's Confidentiality and Commitment to Defend Form and must conform with the instructions provided therein.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
10	3.13.8.1 Small Business Subcontracting Set-Aside Contract	Q: 3.13.8.1 States that This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises. Is there a mandatory percentage of Small business subcontracted utilization? A: No, there is no mandatory percentage of small business subcontracted utilization. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises.
11	3.13.8.1 Small Business Subcontracting Set-Aside Contract	Q: 3.13.8.1 States that This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises. Is there a mandatory percentage of the entire solution that must be met by small business subcontractors? A: No, there is no mandatory percentage of the entire solution that must be met by small business subcontractors. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises.
12	3.13.8.1 Small Business Subcontracting Set-Aside Contract	Q: 3.13.8.1 States that This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises. If we do not use subcontractors, does this apply? A: As stated in Section 3.13.3.1, if the Bidder intends to subcontract, they shall make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises. If a Bidder submits a Quote that does NOT include the use of any Subcontractor, the Bidder is certifying all work required by the Contract will be done by the Bidder alone.
13	3.14 Technical Quote	Q: In Page #13, Para #3.14 of the 26DPP01242 T1297 Bid Solicitation 11.25.2025 document, the government has given information regarding what has to be submitted in the Technical Quote. But there are some sections, like management overview, contract management, organizational experience, location, and financial capability of the bidder, where we have not seen any instructions regarding where to submit responses to those sections. Can you please confirm that we can submit the response to those sections in the technical quote? A: The information can be included within the Technical Quote or as an attachment. Any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission. Failure to submit mandatory Quote submission requirements will deem the Bidder’s Quote non-responsive.
14	3.15 Price List and/or Catalog	Q: In Page #13, Para #3.15 of the 26DPP01242 T1297 Bid Solicitation 11.25.2025 document, the government states that “the bidder should submit a preprinted price list or catalog for each category and brand bid.” Can you please confirm that the preprinted price list or catalog can be submitted as a separate file along with the response?’ A: Yes, the preprinted price list or catalog for each category and brand bid can be submitted as a separate file along with the Bidder’s bid submission.
15	3.23 Financial Capability of the Bidder	Section 3.23 - QUESTION: Offeror is a privately-held company and as such has a policy to provide its audited financial statements only upon execution of a mutual non-

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		disclosure agreement. Will the State be amenable to review of such an agreement prior to proposal submission? Or will State accept alternative means of respondents showing fiscal responsibility (i.e. D&B Report, Bank Reference, Letter of Credit)? A: The State declines to change or modify the terms and conditions set forth in Bid Solicitation Section 3.23, <i>Financial Capability of the Bidder</i>. As set forth in this section, the Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract.
16	3.24 State-Supplied Price Sheet Instructions	Q: Due to the recent notice of TDM Service Discontinuation, would the State accept additional alternative solutions? If the State will accept additional alternative solutions, would the offeror be able to make changes to the price sheet to accurately represent all of the associated costs? A: Yes, the State will accept for the Bidder to submit additional alternative solutions. Please see Section 4.1.1, <i>Analog Business Line Service</i>, Section 4.1.2, <i>ISDN Primary Rate Interface (PRI) Trunks</i>, and Section 4.1.5, <i>Labor Rates</i>, in REVISED T1297 Bid Solicitation 1.27.2026. The State has also added Tab 6 – Labor Rates to the State-Supplied Price Sheet for Bidders to provide these costs. Please see REVISED T1297 Attachment 3 – State-Supplied Price Sheet 1.27.2026
17	4 Scope of Work	Q: Will the State please add language to the Scope of Work section that specifically addresses Evolution of Services? Contractor proposes the following: EVOLUTION OF SERVICES. The State acknowledges that Contractor's products and services, including certain hosted products and services will evolve over time and consequently Contractor may introduce new products and services to replace existing products and services or cease to offer new instances of a product or service in whole or in part. Accordingly, Contractor may terminate products and services without liability upon not less than six months' written notice in the event that it generally decommissions any product or service (that is, ceases to provide such products or services on a commercial basis to its customers). Contractor may cease to offer new instances of a product or service in whole or in part at any time. Where available, Contractor will advise the State of any alternative product and service offerings that have comparable technical characteristics. A: The State does not accept this 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. Please refer to Section 4.2.9, <i>New Technology</i> and Section 4.2.10, <i>Service Additions</i> in REVISED T1297 Bid Solicitation 1.27.2026 for further instructions for a Contractor to submit requests for enhancements to existing products or services.
18	4.1.1 Analog Business Line Service	Q: Is the state of NJ open to the response including a transformation plan to modernize the POTS lines onto a newer technology (like VOIP and Wireless solutions)? If yes, what requirements would need to be included?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: A transformation plan is not a requirement for this Bid Solicitation. Please see the additions made to Section 4.1.1, <i>Analog Business Line Service</i> , in REVISED T1297 Bid Solicitation 1.27.2026 regarding Contractors proposing alternate solutions for analog business line services.
19	4.1.1 Analog Business Line Service	Q: 4.1.1 ANALOG BUSINESS LINE SERVICE states that "The Contractor shall provide analog telephone service to support equipment such as fax machines, telephones, and smoke/fire alarm monitoring systems. On-premises devices that may be required to convert transmission signals shall be the responsibility of the Contractor." We have on prem devices that utilize a wireless backhaul to support analog calling. Would this be acceptable to the state? " A: Yes, the State will accept for the Bidder to submit additional alternative solutions. Please see the additions made to Section 4.1.1, <i>Analog Business Line Service</i>, Section 4.1.2, <i>ISDN Primary Rate Interface (PRI) Trunks</i>, and Section 4.1.5, <i>Labor Rates</i>, in REVISED T1297 Bid Solicitation 1.27.2026.
20	4.1.1 Analog Business Line Service	Q: Is the state of NJ open to other newer technology like VOIP or Wireless based solutions as an alternative response to this RFP? A: Please see the response to Question #19.
21	4.1.1 Analog Business Line Service	Q: Are respondents allowed to offer additional solutions such as internal wiring troubleshooting and repair for Analog business lines? A: Please see the response to Question #19.
22	4.1.1 Analog Business Line Service	Q: Will the State accept a wireless based solution for the Analog business line or ISDN PRI service? A: Please see the response to Question #19.
23	4.1.1 Analog Business Line Service	Q: Will the State accept an Internet based , IP or cloud based solution for the Analog business line or ISDN PRI service? A: Please see the response to Question #19.
24	4.1.3 Outbound Toll	Q: Will vendors be able to connect to the State's existing internet for access? For the international calling requirements, would the State specify which countries will be included so the offeror can supply accurate costs per country? A: Using agencies will determine whether Bidders may connect to State's internet access. International calling details are confidential and will be provided after contract award. Bidders should list international availability on the price list. Please see the additions made to Section 3.15, Price List and/or Catalog in REVISED T1297 Bid Solicitation 1.27.2026.
25	4.2.1 Service Transition	Q: Will the State agree to compensate the outgoing contractor for transition services beyond a reasonable transition period (e.g., 30 days), and clarify that "at no charge" applies only to basic cooperation, not to substantial transition work and include a

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		clarification consistent with the following? “Outgoing contractor’s obligation to participate in transition planning and execution at no charge shall be limited to basic cooperation and information transfer. Any substantial transition services or support beyond 30 days shall be compensated at contractor’s standard rates.” A: The State does not accept this 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.
26	4.2.5.2 Billing Technical Requirements	Q: Exception: Respondent takes exception to zero usage reports. These are not available for all services listed in the RFP due to aged technology. While Zero usage reports are not available for all services listed in the RFP, they may be available for newer IP and wireless services. A: Zero usage reports for some of these services will generate because the service may not generate usage but still be a viable service. When available, the Contractor shall run quarterly reports to identify services that have zero usage. These reports shall be provided to the State prior to the next monthly service meeting after the report generation. Please see Section 4.2.5.2, <i>Billing Technical Requirements</i>, in REVISED T1297 Bid Solicitation 1.27.2026.
27	4.2.5.3 Services – Billing and Payment Instructions	Q: Will the State agree to pay undisputed amounts on time and allow Contractor to charge late fees on undisputed overdue amounts, incorporating the language below to this section? “The State shall pay all undisputed amounts by the due date. Contractor may assess late fees on undisputed overdue amounts in accordance with its standard policy.” A: The State does not accept this 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.
28	4.2.6 Provisioning Process Requirements	Q: Will the State accept a limitation on service order retention to the greater of 3 years or the period required by law, and allow for electronic storage? A: The State does not accept this 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	4.2.7 Maintenance Process Requirements	Q: Will the State accept that after-hours trouble reporting may be handled by an automated system with escalation to live support as needed? A: The State will accept that after-hours trouble reporting may be handled by an automated system provided that per section 4.2.4, <i>Customer Service Support</i>, a Service Manager is available for escalations if the State deems necessary before the automated system escalates to live support. Please see Section 4.2.4, <i>Customer Service Support</i>, in REVISED T1297 Bid Solicitation 1.27.2026.
30	4.2.7 Maintenance Process Requirements	Q: Will the State accept that updates will be provided via either web-based tool or verbal communication, as appropriate to the situation and customer preference?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Yes, the State will accept updates via web-based tool or verbal communications as appropriate to the situation. The State reserves the right to request verbal updates selectively.
31	5.1 Contract Term and Extension Option	Q: Exception: Due to the grandfathering of many products on this agreement, would the State accept a single year term with potential yearly renewals agreed upon by both sides? A: The State does not accept this 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.
32	5.1 Contract Term and Extension Option	Q: Will the State agree that any extension beyond the initial term will be subject to mutual agreement on rates and terms and include the following language? "Any extension of the contract beyond the initial term shall be subject to mutual agreement on rates and terms." A: The State does not accept this proposed modification. As stated in Section 5.1, this Contract may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.
33	5.1 Contract Term and Extension Option	Q: "Contractor requests State of New Jersey acknowledgement that the proposed services are subject to availability of suitable Service Components and the Contractor will determine which Service Components will be used and may make modifications to Service Components at its option. " A: The State does not accept this 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.
34	5.1 Contract Term and Extension Option	Q: Contractor requests modification to the Bid Solicitation which states that, unless applicable local law or regulation mandates otherwise, Contractor may discontinue providing a Service to customers upon 12-months written notice, or a Service Component upon 120 days written notice, to Customer. A: The State does not accept this 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. Please see Section 4.2.11, <i>Grandfathering of Legacy Services</i>, in REVISED T1297 Bid Solicitation 1.27.2026 for further information regarding discontinuance and Grandfathering of Services/ Service Components.
35	5.1 Contract Term and Extension Option	Q: Contractor requests modification to the Bid Solicitation which states that, upon written notification that a Service or Service Component is grandfathered ("Grandfathered Service/Service Component"), the Grandfathered Service/Service Component will no longer be available for order or purchase by new or existing Customers and will be supported only for then existing Customer orders/sites. Contractor may restrict Customer move, add, change, and disconnect orders for a Grandfathered Service/Service Component.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept this 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. Please see Section 4.2.11, <i>Grandfathering of Legacy Services</i> , in REVISED T1297 Bid Solicitation 1.27.2026 for further information regarding discontinuance and Grandfathering of Services/ Service Components.
36	5.2 Contract Transition	Q: Contractor requested modification to the Bid Solicitation which states that, unless applicable local law or regulation mandates otherwise, Contractor may discontinue providing a Service to customers upon 12-months written notice, or a Service Component upon 120 days written notice, to Customer. Moreover, Contractor requested modification to the Bid Solicitation which states that, upon written notification that a Service or Service Component is grandfathered ("Grandfathered Service/Service Component"), the Grandfathered Service/Service Component will no longer be available for order or purchase by new or existing Customers and will be supported only for then existing Customer orders/sites. Contractor may restrict Customer move, add, change, and disconnect orders for a Grandfathered Service/Service Component. Contractor requests modification to the Bid Solicitation to exclude previously Grandfathered Service/Service Components from the Contract Transition requirements. A: The State does not accept this 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. .Please see Section 4.2.11, <i>Grandfathering of Legacy Services</i>, in REVISED T1297 Bid Solicitation 1.27.2026 for further information regarding discontinuance and Grandfathering of Services/ Service Components.
37	5.2 Contract Transition	Q: Will the State agree to compensate Contractor at standard rates for transition services and limit the transition period as set forth below? "Transition services beyond 30 days after contract expiration or termination shall be provided at Contractor's then-current standard rates. The total transition period shall not exceed 180 days unless mutually agreed in writing." A: The State does not accept this 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.
38	5.4 Ownership of Material	Q: Will the State agree to carve out Contractor's pre-existing intellectual property, tools, templates, and methodologies from the definition of "work made for hire" and deliverables as provided in the following proposed language? "Notwithstanding any provision to the contrary, all Contractor pre-existing intellectual property, tools, templates, methodologies, and any modifications or derivatives thereof, shall remain the exclusive property of Contractor and are not subject to 'work made for hire' or assignment provisions. The State shall receive a non-exclusive, royalty-free license to use such materials solely for its internal business purposes." A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		cannot be based on a single vendor's terms. However please note the language in Bid Solicitation Section 5.4 (C): Contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with <i>Bid Solicitation Section 1.4 – Order of Precedence of Contractual Terms</i>.
39	5.4 Ownership of Material	Q: Will the State accept a limitation of Contractor's IP indemnity to the extent of rights and indemnities provided by third-party licensors as provided below? "Contractor's obligation to indemnify the State for third-party intellectual property infringement shall be limited to the extent of rights and indemnities provided to Contractor by the applicable third-party licensor." A: The State does not accept this 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.
40	5.5 Substitution of Staff	Q: Will the State agree that approval of substitute personnel will not be unreasonably withheld or delayed, and that temporary substitutions for illness or emergency are permitted with prompt notice? A: The State cannot identify a specific time frame however the Contractor will be working with the State Contract Manager who will make reasonable efforts to address any such Contractor request.
41	5.9 Procurement Efficiency Program	Q: Will the State clarify that the 1% fee applies only to the net amount of services provided, excluding taxes, surcharges, and pass-through fees? Contractor suggests the following language. "The Procurement Efficiency Program Fee shall apply only to the net amount of services provided under the contract, excluding taxes, regulatory fees, surcharges, and other pass-through charges." A: The State does not accept this proposed modification. Please note Bid Solicitation Section 5.9(B) states: the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey. Please also note the Definition of Purchases: Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not NJSTART is used as part of the purchase process.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
42	7 Modifications to the State of New Jersey Standard Terms and Conditions	Q: Will the State accept the inclusion of a Limitation of Liability provision in Section 7 "Modifications to the State of New Jersey Standard Terms and Conditions," consistent with the proposed language? ""7.2 LIMITATION OF LIABILITY Except for: (a) personal injury or death caused by Contractor's negligence; (b) tangible property damage caused by Contractor's negligence; and (c) Contractor's infringement of third-party intellectual property rights in violation of this Contract, Contractor's aggregate liability for all claims arising out of or relating to this Contract, whether in contract, tort, or otherwise, shall not exceed, in the aggregate, an amount equal to twelve (12) months of charges actually paid by the State to Contractor for the affected service(s). In no event shall either party be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for loss of revenue, loss of business, or loss of profits, even if advised of the possibility of such damages, except to the extent such damages are expressly recoverable under New Jersey statute and cannot be contractually limited or excluded."" A: The State does not accept this 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.
43	7.1.1 Professional Liability Insurance	Q: Will the State delete this language and replace it with Contractor's proposed language? Errors & Omissions Insurance: The Contractor shall carry Telecommunications, Media & Technology Errors and Omissions Insurance with limits of \$2,000,000 per claim and aggregate to protect the Contractor from liability arising out of the professional obligations performed pursuant to the requirements of this Contract. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions Insurance carrier an endorsement for retroactive coverage. A: The State does not accept this 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.
44	8.10 Quote Discrepancies	Q: Will the State agree to notify the contractor of any discrepancies and provide an opportunity to clarify or correct prior to deeming a quote non-responsive? A: The State does not accept this proposed modification. Please refer to Bid Solicitation Section 3.2 Bidder Responsibility: The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.
45	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 3.2, 3.3, 3.4	Q: 1. Section 3.2 Prevailing Wage Act Notice; 3.3 Public Works Contractor Registration Act; and 3.4 Public Works Contract – Additional Affirmative Action Requirements: [BLANK] requests the removal of these sections as they are not

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		applicable to the services requested. The services will not be a Public Work under the definition provided A: The State does not accept this 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.
46	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 3.12	Q: 2. Section 3.12 Cybersecurity Incident Reporting Requirement: [BLANK] requests that the requirement to report be for "confirmed" Cybersecurity Incidents, rather than "reasonably believed" incidents because reporting all reasonably believed incidents will be cumbersome and potentially inefficient. A: The State does not accept this 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.
47	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.1	Q: Will the State delete this section and replace it with the Contractor's proposed language? If the State will not accept the proposed language, Contractor would like to negotiate mutually agreeable terms consistent therewith. "1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, suits, actions, and judgments against the State ("Claims"): i. For loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) to the extent that the Claims were proximately caused by the negligent act or omission or the willful misconduct of Contractor, its agents, or employees in performing work or supplying products under this Contract; and ii. For infringement upon such third party's rights under any United States patent, copyright, trademark, or trade secret ("Intellectual Property Rights") by any products furnished in the performance of the contract (excluding any customer premises equipment or equipment-related services); and iii. The Contractor's indemnification and liability under Section 4.1(A) (1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions." A: The State does not accept this 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.
48	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.1	Q: Will the State delete this section and replace it with the Contractor's proposed language? If the State will not accept the proposed language, Contractor would like to negotiate mutually agreeable terms consistent therewith. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) if achievement of the foregoing is not commercially reasonable, Contractor may, in its sole discretion, terminate the State's use of the affected product, without liability of either party to the other for such termination, except for the State's obligation to pay all charges for the affected product incurred up to the time of such termination. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at the State's expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State, nor purport to act as legal representative of the State, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State may, at its election and expense, assume its own defense and settlement. A: The State does not accept this 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.
49	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.1	Q: Will the State delete this section and replace it with the Contractor's proposed language? If the State will not accept the proposed language, Contractor would like to negotiate mutually agreeable terms consistent therewith. 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor by or on behalf of the State; (2) unauthorized alteration or modification of any product supplied under this contract by or on behalf of the State; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor or pursuant to the applicable terms of service. A: The State does not accept this 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.
50	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.2	Q: 3. 4.2 Insurance: [BLANK] requests the following: "All policies must provide for notice of cancellation in accordance with policy provisions." This change reflects the ACORD for industry standard COIs. A: The State does not accept this 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.
51	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.2	Q: 4. 4.2.d Professional Liability Insurance: [BLANK] requests the insurance coverage be for "Technology Errors & Omissions" rather than "Professional Liability Malpractice" to better suit the services requested. Further, [BLANK] requests that the insurance shall be in an amount of not less than \$1,000,000 per claim and that the endorsement for retroactive coverage be for a period commencing no later than the start of the agreement. This change reflects [BLANK]'s insurance capability. A: The State does not accept this 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.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
52	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.2	Q: Will the State delete this and replace with Contractor's proposed language? The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VII or better rating by A.M. Best & Company. Upon receipt of notice from its insurer(s) Contractor shall provide the State of New Jersey thirty (30) days' prior written notice of cancellation of any required coverage at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov. A: The State does not accept this 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.
53	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 4.2	Q: Will the State delete this and replace with Contractor's proposed language? "The insurance to be provided by the contractor shall be as follows: A. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including the State, its officers, and employees as Additional Insureds as their interest may appear under this Agreement and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage; B. Commercial Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles used by the insured. The State must be included as an Additional Insured as their interest may appear under this Agreement and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property; C. Worker's Compensation Insurance in compliance with the statutory requirements of the State of New Jersey and Employers Liability Insurance with limits of \$1,000,000 bodily injury by accident; \$1,000,000 disease-each employee; \$1,000,000 disease-policy limit. [No change to last paragraph re N.J.S.A. 52:32-17 et seq.]" A: The State does not accept this 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.
54	State of New Jersey Standard Terms and	Q: Would the State of New Jersey consider amending its Standard Terms and Conditions Section 5.2 "Force Majeure" to expressly include labor strikes as follows?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Conditions (6/3/2025) Section 5.2	5.2 FORCE MAJEURE. Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract), or labor strike. In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure. A: The State does not accept this 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.
55	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 5.2	Q: 5. 5.2 Force Majeure: [BLANK] requests the addition of "actions from third parties or other causes outside of a party's reasonable control" to the list of events covered. [BLANK] requests this addition to reflect market force majeure conditions that are relevant to the proposed services. A: The State does not accept this 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.
56	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 5.12	Q: 6. 5.12.D Deliver Requirements: [BLANK] requests the last sentence of this section be removed. For the type of services being sought in the RFP, delivery timelines will be specified in the SOW or order. A: The State does not accept this 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.
57	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 5.21 C.	Q: Will the State accept the following modification to this Section? In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, or take any other action or seek any other remedies available at law or in equity. A: The State does not accept this 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.
58	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 6.3	Q: 7. 6.3.D Payment to Contractors: [BLANK] requests striking this section as set-asides are not applicable to this opportunity according to the RFP. A: The State does not accept this 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.
59	State of New Jersey Standard Terms and	Q: State of New Jersey Combined Standard Terms and Conditions, Page 14, Section 7.0 - QUESTION: Will the awarded contract be funded in whole or in part by Federal funds?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Conditions (6/3/2025) Section 7.0	A: The awarded Contract will receive 100% of its funding from the State.
60	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 8.3	Q; Contractor requests that the following excerpt: “The contractor’s liability to the State for actual and direct damages resulting from the Contractor’s performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited in the aggregate to 200% of the total value of this Contract. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000.” is replaced and superseded by the following: "The contractor’s liability to the State resulting from the Contractor’s performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited to PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE." A: The State does not accept this 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.
61	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 8.3	Q: 8. 8.3 Limitation of Liability for Standard Technology Contracts; 4.3 Limitation of Liability: [BLANK] requests the limitation be 100% rather than 200% to reflect market terms/expectations. A: The State does not accept this 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.
62	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.2.b	Q: 9. 9.1.2.b Additional Terms for a Contractor’s Data Protection Obligations: [BLANK] requests the section read: “All sensitive non-public Personal Data shall be encrypted at rest and in transit with controlled access. All other confidential Personal Data shall be encrypted in transit. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption of all Personal Data shall be identified and made a part of this contract.” The additions clarify the applicable treatment of data for the service requested. A: The State does not accept this 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.
63	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.2.c	Q: 10. 9.1.2.c Additional Terms for a Contractor’s Data Protection Obligations: [BLANK] requests the clarification that a Contract shall encrypt all sensitive Non-Public Data at rest and in transit. A: SSTC Section 9.1.2 (c.) states that the Contractor shall encrypt all Non-Public Data at rest and in transit.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
64	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.4	Q: 11. 9.1.4 Security Incident and Breach of Security Responsibilities: Similar to [BLANK]'s previous comment, [BLANK] requests the requirement to report a confirmed Security Incident within 72 hours. A: The State does not accept this 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.
65	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.4.b	Q: 12. 9.1.4.b Breach of Security Reporting Requirements: Similar to [BLANK]'s previous comments, [BLANK] requests "or reasonably believes" be removed to reflect industry standard. A: The State does not accept this 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.
66	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.5.a	Q: 13. 9.1.5.a Termination and Suspension of Service, [BLANK] requests the section read: "In the event of termination of the contract, the Contractor shall implement an orderly return of State Data, upon request, in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor's possession." Changes reflect the State's ability to determine timing of the return of State Data. A: The State does not accept this 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.
67	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.6	Q: 14. 9.1.6 Background Checks: [BLANK] requests the section read: "The Contractor shall conduct criminal background checks and will not utilize any staff, including sub-contractors, to fulfill the obligations of the contract which it deems, in its reasonable discretion, unfit to perform under the contract. The Contractor shall promote and maintain an awareness of the importance of securing the State's Data among the Contractor's employees and agents." The restriction in this section is too broad. [BLANK] conducts background checks on employees but considers all relevant factors in its decisions when assessing the result of any such checks. For example, a 40-year-old technician who has a clean record other than a shoplifting charge from when he was 18 years old may not be disqualified from employment or supporting the contract. Given this, [BLANK] respectfully request the State agree to the revisions we have proposed. A: The State does not accept this 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.
68	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.7	Q: 15. 9.1.7. Access to security logs and other reports: [BLANK] requests the section to read as follows: "The Contractor shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State, if available and not privileged. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data,

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		as may reasonably be maintained and available at the time of the request. The Contractor shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.” The changes reflect clarity on material available and timing on fulfilling requests. A: The State does not accept this 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.
69	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.8	Q: 16. 9.1.8. Service Level Audit: [BLANK] requests the section read as follows: “The Contractor shall allow the State to audit conformance to the contract terms in the form of questionnaires only and with at least seven (7) days’ notice to the Contractor. The State may perform this audit or contract with a third party at its discretion, at the State’s expense. The audit shall be limited to the services, and systems used to provide the services, provided to the State under the contract, and shall take place no more than once per calendar year.” Changes reflect the type of audit [BLANK] can provide to the State. A: The State does not accept this 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.
70	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.9	Q: 17. 9.1.9 Data Center Audit: [BLANK] requests the section read as follows: “Provided the Contractor maintains an independent third-party audit of its data center(s), Contractor may provide the audit report to the State upon request.” [BLANK] can provide the audits from hired third-party auditors if [BLANK] maintains such auditor. A: The State does not accept this 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.
71	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.1.12	Q: 18. 9.1.12 Nondisclosure and Separation of Duties: [BLANK] requests the deletion of “require commercially reasonable non-disclosure agreements.” The deletion reflects the way [BLANK] operates; [BLANK] cannot reasonably require all employees supporting a contract to execute NDAs. However, employees are subject to corporate policy regarding confidentiality of state data and [BLANK] (or any other contractor) will be responsible for compliance with the confidentiality obligations contained in the agreement. A: The State does not accept this 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.
72	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.3	Q: 19. 9.3 Insurance for SaaS: [BLANK] requests the following sentence read as follows: “The insurance shall be in an amount of not less than \$2,000,000 per claim.” [BLANK] also requests the following addition at the end of the paragraph: “The Contractor may meet the requirements of Sections 4.2.d and this 9.3E under a single

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		policy of Technology Errors & Omissions Liability insurance.” These edits reflect [BLANK]’s changes as mentioned above. A: The State does not accept this 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.
73	State of New Jersey Standard Terms and Conditions (6/3/2025) Section 9.4	Q: 20. 9.4.;4.3.B Limitation of Liability for SaaS: [BLANK] requests the substitution of “otherwise prevent its release as reasonably determined by the State” with “comply with the data security obligations contained in the Agreement.” Changes allow for a clear expectation by [BLANK] of its obligations. A: The State does not accept this 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.
74	State of New Jersey Standard Terms and Conditions (6/3/2025) Exhibit A	Q: 21. Attachment A, paragraphs 5 and 8: In light of recent Supreme Court precedent and Executive Order 14173 (including the repeal of Executive Order 11246), as well as other legal developments, vendors cannot commit to specific workforce-related objectives, goals or targets based on employees’ or candidates’ legally protected characteristics such as race, ethnicity, or gender. As such, [BLANK] requests that these paragraphs be removed. A: The State does not accept this 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.
75	State of New Jersey Standard Terms and Conditions (6/3/2025) Exhibit B and Exhibit C	Q: 22. Exhibit B and C: [BLANK] requests the removal of these exhibits as they are inapplicable to the services requested. A: The State does not accept this 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.
76	Standard Procurement Forms Packet	Q: In Attachment 2, 1st page, BID SOLICITATION CHECKLIST, the 3rd table states, “standard procurement forms, registrations, and certifications that must be submitted by the bidder prior to award but are not included in this packet.” Government, please clarify where to submit “Those Certificates and Copies” along with the technical quote or as a separate attachment. A: Please be advised that all Quotes shall be submitted electronically through NJSTART. Any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission. It is the responsibility of the Bidder to determine what is required for Quote submission. Failure to submit all mandatory requirements of this Bid Solicitation will deem a Bidder’s Quote to be non-responsive.