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February 10, 2026

To: **All Interested Bidders**

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

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

Bid Amendment #3

The following constitutes Bid Amendment #3 to the above referenced Bid Solicitation:

- This Bid Amendment includes answers to the second Bidder electronic questions.

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 Communication Network Services

Answers to Questions

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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
76	4.1.1 Analog Business Line Service	**Q: "The new solicitation states ""Alternate solutions may include wireless, IP-based, and/or managed conversion technologies that provide analog interfaces and meet all applicable regulatory and safety standards."" If a potential wireless solutions are already cared for in the State's NASPO agreement, and IP based solutions are covered in other active contracts/solicitations, are they to be offered in this response as well? "** A: The State will not accept products or services that are offered in other Contracts. Only products and services that meet the needs specified in the Bid Solicitation will be accepted.
77	4.1.1 Analog Business Line Service	**Q: Can the State explain how the Alternative wireless and IP based conversion technologies listed as allowed in this solicitation would differentiate from the Wireless an IP based solutions found in other State contracts?** A: The alternative wireless and IP based technologies allowed pursuant to this Bid Solicitation are limited to POTS and ISDN PRI replacement technology. No other applications are supported. In addition, pursuant to this solicitation the Contractor is responsible for the installation, maintenance, and support of any on-premises equipment required to deliver such solutions for the duration of the contract.
78	4.2.11 Grandfathering of Legacy Services	**Q: "The language under Section 4.2.11 under ""Notification and Availability"" indicates that grandfathered services will no longer be available for order or purchase by new or existing customers but seems to indicate that grandfathered services cannot be discontinued but must continue to be supported for existing customer sites. What are the requirements for discontinuance of a service for existing orders and sites, and what are the notice requirements for such existing orders and sites? "** A: Once the State has received notification that a product/service is “Grandfathered” the Contractor must provide the State with a timeframe stating when the product/service will reach its end of life and the State will work with the Contractor to devise a transition plan. During the “Grandfathered” period, no new moves, adds or change orders will be generated by the State for ANY location that utilizes the product. The Contractor shall provide the State with a reasonable time period before all service is terminated.
79	4.2.11 Grandfathering of Legacy Services	**Q: In reference to Section 4.2.11, how long must a grandfathered service continue to be available for existing customer orders and sites before they can be discontinued?** A: A Contractor may discontinue services as long as reasonable time period is provided to the State so that transition plans can be agreed upon and put into place.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
80	4.2.11 Grandfathering of Legacy Services	**Q: "The 12-Month Notification Requirement States that The Contractor may restrict customer move, add, change, and disconnect (MACD) orders for a grandfathered service or service component only after providing a minimum of twelve (12) months written notice to the SCM. Does this mean that MACDs be grandfathered after serving notice to the SCM, or after the full 12 month period has completed after notice?"** A: Once a product/service has been deemed "Grandfathered" the State will accept that no new moves, adds or change orders will be accepted by the Contractor. The referenced twelve (12) months written notice applies to existing services.
81	4.2.11 Grandfathering of Legacy Services	**Q: Will the State accept that, for services expected to be imminently decommissioned or already scheduled for decommission, Contractor may provide written notification to the SCM contemporaneous with submission of Contractor's proposal or at any time thereafter and that the 12-month notice period for restricting MACD orders will begin at the time of said notice?** A: Yes the State will accept the written notification of services that are deemed "Grandfathered" contemporaneously with the submission of the Contractor's proposal.
82	4.2.11 Grandfathering of Legacy Services	**Q: Will the State accept that, for services expected to be imminently "grandfathered" or decommissioned or already scheduled for such, Contractor may provide written notification to the SCM contemporaneous with submission of Contractor's proposal or at any time thereafter and that said services shall then be considered "grandfathered" and no longer available for order or purchase?** A: See the answer to question# 81.
83	4.2.11 Grandfathering of Legacy Services	**Q: Will the State allow [BLANK] to submit, at contract execution, a list of services/components that are already subject to decommissioning, and treat these as immediately grandfathered with the 12-month transition period commencing upon contract start?** A: See the answer to question# 81.
84	4.2.11 Grandfathering of Legacy Services	**Q: Question: Will the State consider revising Section 5.2.11 or adding a new section as follows (see "Migration and Repricing of Legacy Copper-Based Services" language below), to allow a Contractor to condition its proposal upon, and include a detailed plan for, the migration to alternate solutions and disconnection of legacy copper-based services within a defined period, and to reprice or discontinue such services as necessary ensuring a fair and commercially reasonable transition process?** 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. Further, a Bidder's proposal may not be made conditional upon certain parameters or it may be deemed non-responsive. Changes in pricing and/or services may only be made via a contract amendment upon written agreement of the State and the contractor, as provided in SSTC 5.14.
85	4.2.11 Grandfathering of Legacy Services	**Q: "Contractor submits the following language for the State's consideration (see Question above revising Section 5.2.11):"Migration and Repricing of Legacy Copper-Based Services. For any legacy copper-based service or service component, the State will agree to a migration**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		path that is consistent with the following: Migration/Disconnection Period: Within a defined period of time following the Contract Effective date, as such migration timeline is outlined in the Contractor's proposal ("Migration Period"), the State will cooperate with the Contractor to migrate all legacy copper-based services to alternate solutions or will place disconnect orders for such legacy services without migration. Repricing of Remaining Services: For any proposal that includes a Migration Period for legacy copper-based services, any legacy copper-based services that remain connected at the end of the Migration Period, for which the State has not placed a migration or disconnect order, may be repriced by the Contractor to Tariff or market rates upon thirty (30) days' written notice to the State. Right to Discontinue: After the Migration Period, the Contractor may discontinue any remaining legacy copper-based services upon thirty (30) days' written notice to the State. Third-Party Supplier Timing: If the State leverages the network of a third-party supplier instead of the Contractor, the timing of the supplying carrier's decommissioning may not coincide with the planned migration, and the Contractor shall not be liable for any resulting service discontinuity. Transition Cooperation: The Contractor and the State shall cooperate in good faith to develop and implement a transition plan to alternative solutions, ensuring continuity for critical systems to the extent reasonably possible. 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. Further, changes in pricing and/or services may only be made via a contract amendment upon written agreement of the State and the contractor, as provided in SSTC 5.14.
86	4.2.11 Grandfathering of Legacy Services	**Q: Please confirm that after submission of a 12-Month Notification Requirement, the vendor will have the ability to start disconnecting the product or service.** A: No the Contractor does not have the ability to start disconnecting products/services after the 12-Month Notification. Once the State has received notification that a product/service is "Grandfathered", the Contractor must provide the State with a reasonable timeframe stating when all services will be terminated. During the "Grandfathered" period no new moves, adds or change orders will be generated by the State for ANY location that utilizes the product. However, the Contractor shall maintain service at these locations until a sufficient transition plan has been agreed upon and put in place.
87	4.2.11 Grandfathering of Legacy Services	**Q: Will the State allow Contractors to include in their proposals a mandatory migration plan for copper-based services, including a migration timeline that specifies a date after which any remaining copper-based services may be repriced to current Tariff rates or discontinued entirely?** A: The State is not looking for a mandatory migration plan in the contractor proposals. The State does not require migration plans and will not evaluate migration plans for copper-based services as part of contractor proposals. Bidders are reminded that changes to the terms and conditions of the Bid Solicitation by requiring that certain actions or plans are "mandatory" may render the quote non-responsive. Further, changes in pricing and/or services may only be made via a contract amendment upon written agreement of the State and the contractor, as provided in SSTC 5.14.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
88	5.1 Contract Term and Extension Option	**Q: The state rejected the vendor proposal for an initial contract term of one year and followed by potential one-year renewal(s) mutually agreed by both sides. Given this, can vendors propose different rates for each year of the initial three-year contract term and/or the potential one-year extensions?** A: Pursuant to Page 2 of Bid Amendment #2, only questions related to the revisions made in response to the first round of Q&A can be addressed at this time. Please be advised that this question is unrelated to any first round Q&A revision, and is ineligible to be answered at this time. Bidders are reminded to follow the State-Supplied Price Sheet Instructions according to Bid Solicitation Section 3.24 when submitting their pricing. Failure to complete the State-Supplied Price Sheet according to these instructions may result in the Bidder's Quote being deemed non-responsive.
89	State of New Jersey Standard Terms and Conditions (6/3/2025)	**Q: Regarding the State's right to terminate the Project or Contract for convenience, [BLANK] is a registered reseller of telecommunication services and enters into agreements with underlying carriers for the provision of those services. In the event the State so terminates the Project or Contract, [BLANK] shall waive all early termination fees it typically would assess, but respectfully reserves the right to pass through the direct and verifiable, unmarked-up cancellation fees assessed by the underlying carrier, not as a penalty but simply as a recovery of direct costs of termination. [BLANK]shall use its best efforts to negotiate the reduction or elimination of such fees.** A: Pursuant to Page 2 of Bid Amendment #2, only questions related to the revisions made in response to the first round of Q&A can be addressed at this time. Please be advised that this question is unrelated to any first round Q&A revision, and is ineligible to be answered at this time. Further, Bidders are reminded that terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.