



State of New Jersey

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August 19, 2025

To: All Interested Bidders

**Re: Bid Solicitation # 25DPP01122
T1466 – Video Teleconferencing Equipment and Services**

Current Quote Submission Due Date: September 22, 2025 (2:00 p.m. Eastern Time)

Revised Quote Submission Due Date: September 24, 2025 (2:00 p.m. Eastern Time)

Bid Amendment #5

The following constitutes Bid Amendment #5 to the above referenced Bid Solicitation:

- **The Quote Submission Due Date has been extended from Monday, September 22, 2025 to Wednesday, September 24, 2025;**
- Answers to electronic Bidder questions submitted during the first electronic Question and Answer period;
- “T1466 Attachment 3 – State-Supplied Price Sheet 3/7/2025” has been deleted and replaced with “REVISED T1466 Attachment 3 – State-Supplied Price Sheet 8/19/2025; and
- A revised Bid Solicitation entitled, “REVISED T1466 Bid Solicitation 8/19/2025”.
 - Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation, refer to “REVISED T1466 Bid Solicitation 8/19/2025”. The following revisions are included in the Revised Bid Solicitation:
 - Section 3.17, *Price List and/or Catalog*, Revised;
 - Section 3.26, *Resumes*, Deleted;
 - Section 3.29, *State-Supplied Price Sheet Instructions*, Revised;
 - Section 4.1, *Video Conferencing Equipment (VC)*, Revised;
 - Section 4.3, *Customer Support Service*, Revised;
 - Section 4.8, *Warranty*, Revised;
 - Section 4.9, *Post Warranty Maintenance*, Revised;
 - Section 4.9.1, *All Inclusive Annual Maintenance*, Deleted;
 - Section 4.9.2, *Time and Material Maintenance*, Deleted;
 - Section 4.10, *Procedural Requirements*, Revised;
 - Section 4.11, *Training*, Revised;
 - Section 4.13, *Delivery*, Revised;

- Section 4.16, *Contractor Personnel*, Revised;
 - Section 4.19, *Price*, Revised;
 - Section 4.9, *Post Warranty Maintenance*, Added; and
 - Section 6.4, *Privacy*, Revised.
- **The second electronic Question and Answer period will be received until 2:00 p.m. Eastern Time on August 29, 2025.** Questions that will be considered will be limited only to subject matter related to the following:
 - The revisions to the Revised Bid Solicitation Sections listed above. Refer to “REVISED T1466 Bid Solicitation 8/19/2025; and
 - REVISED T1466 Attachment 3 –State-Supplied Price Sheet 8/19/2025.

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 # 25DPP01122
T1466 - Video Teleconferencing Equipment & Services

Answers to Questions

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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	Quote Submission	Q: Please confirm a Bidder may deliver a hardcopy quote instead of submitting a response electronically. A: Please be advised that all Quotes shall be submitted electronically through NJSTART.
2	Quote Submission	Q: Should I check that I have properly completed and attached all of the required documents with my submitted Quote? A: 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 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	Q: 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? A: 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 options is to disable the built in PDF viewers in Chrome or Firefox.
4	Exceptions	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</i> (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 1.1 Purpose and Intent	Q: Will this be a multi-vendor award? A: As indicated in Section 1.1, <i>Purpose and Intent</i>, it is the intent of the State of New Jersey (State) to award Contract(s) to those responsible Bidder(s) whose Quote(s),

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered.
6	Section 1.1 Purpose and Intent	Q: How would you like cabling pricing to be priced out. You dont have a separate line for that so can you please clarify. A: The price for cabling will be included within the price for the complete VC system installation. Contractors may only supply new cabling as part of a complete VC system purchase and installation. No separate price line will be included for cabling. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.1, <i>Video Conferencing Equipment (VC)</i>.
7	Section 2.1 Electronic Question and Answer Period	Q: Will the State be sharing all questions asked? A: All Electronic Bidder Questions received during the Question and Answer Period are included within this Bid Amendment.
8	Section 3.11 Bidder Additional Terms Submitted with the Quote	Q: We would propose to add our licensing and terms of use terms and conditions as an attachment to the Contract (our General Terms). Rationale: We respectfully request this add as the contract is currently missing critical licensing and terms of use language, as well as our Data Protection Agreement (which is also available via our General Terms), applicable to the goods and service proposed under the contract. 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. Pursuant to 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 will render a Quote non-responsive.
9	Section 3.13.6 Service Performance within the United States	Q: Request/Rationale: We respectfully request removing this provision as this contract as one primarily for equipment and this provision will not apply, as a result. A: The Source Disclosure Certification (N.J.S.A. 52:34-13.2) is required for Contracts that are "primarily for the performance of services." This is a Contract primarily for products and not services accordingly the form would not be required.
10	Section 3.13.6 Service Performance Within the United States	Q: Please confirm that the State considers this contract a contract that is primarily for products, and as such, this section would not apply. A: Please see response to Question #9.
11	Section 3.13.8.1 Small Business and/or Disabled Veterans' Business	Q: Sections 3.8 and 3.9 indicate that SMALL BUSINESS SET-ASIDE CONTRACTS and DISABLED VETERANS' BUSINESS SET-ASIDE CONTRACT are "NOT APPLICABLE TO THIS PROCUREMENT." However, Section 3.13.8.1 states: "This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans'

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	Subcontracting Set-Aside Contract	Business.” Please confirm Sections 3.8 and 3.9 are correct and the SB/DVB set asides described in 3.13.8.1 are not applicable to this procurement. A: Sections 3.8, <i>Small Business Set-Aside Contracts</i>, and 3.9, <i>Disabled Veterans’ Business Set-Aside Contract</i>, are not applicable to this procurement because this procurement is not a full Small Business or Disabled Veterans’ Business set-aside. This procurement is a subcontracting Small Business and Disabled Veteran-Owned Business set-aside, which makes Section 3.13.8.1, <i>Small Business and/or Disabled Veterans’ Business Subcontracting Set-Aside Contract</i>, applicable to this procurement.
12	Section 3.15 Bidder Quote Overview Form	Q: We do not see the “Bidder Quote Overview Form” in NJStart. Please clarify where we can locate the form or provide the form. A: Yes, the document is located on the “Attachment” tab in NJSTART. Please see Section 3.15, <i>Bidder Quote Overview Form</i>, in the Bid Solicitation.
13	Section 3.15 Bidder Quote Overview Form Section 3.16 Bidder Data Sheet/Form	Q: You mention a "Bidder Quote Overview Form" and a "Bidder Data Sheet". Is there a standard format form you are providing or is the is a generic term for something you would like the bidding vendor to create? A: Please see response to Question #12.
14	Section 3.16 Bidder Data Sheet/Form	Q: We do not see the “Bidder Data Sheet/Form” in NJStart. Please clarify where we can locate the form or provide the form. A: Please see response to Question #12.
15	Section 3.17 Price List and/or Catalog	Q: The Bidder acknowledges that any references to, minimum orders, order threshold charges, service charges, price escalation clauses, sales or other applicable taxes, FOB shipping point limitations, and shipping charges, contained in the preprinted price lists, catalogs, and/or literature, shall not apply or become part of any Contract awarded as a result of this Bid Solicitation. Redline Text: The Bidder acknowledges that any references to, minimum orders, order threshold charges, service charges, price escalation clauses, sales or other applicable taxes, and shipping charges, contained in the preprinted price lists, catalogs, and/or literature, shall not apply or become part of any Contract awarded as a result of this Bid Solicitation. Rationale: We respectfully request this change because our delivery process is FOB Origin for all customers. This consistency allows for expediency in fulfilling orders and also gives the State more control over carrier selection, transportation, and freight costs as well as the ability to optimize logistics according to the State’s specific needs. 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
16	Section 3.17 Price List and/or Catalog	Q: Would the T1466 RFP recompile Consider a discount off of the OEM current List Price by Product Category IE Control, Audio, Video, Peripherals, Displays, etc. verses individual SKUs. This would allow for the contract to not have to be refreshed and only required latest price book to be provided. A: The State does not accept this proposed modification.
17	Section 3.26 Resumes	Q: The current language in this section requires the submission of detailed resumes for all management, supervisory, and key personnel assigned to the contract. However, this requirement is rooted in a legacy execution strategy and does not align with modern practices of global customer delivery organizations. Therefore, we respectfully propose the removal of this language for several key reasons: *Dynamic Resource Allocation: In contemporary delivery models, resources are assigned based on geographical territories rather than fixed to specific contracts, enabling the vendor to deploy the most appropriate personnel for specific project needs, enhancing efficiency and response times. This approach allows for flexibility and optimized resource utilization across the contract. *Focus on Organizational Capability: Evaluating vendors based on their organizational processes and track record rather than individual resumes provides a more accurate assessment of their ability to meet contract requirements. The strength of a modern vendor lies in its organizational expertise, processes, and systems rather than the qualifications of individual personnel. This collective capability ensures successful project delivery and customer satisfaction. *Customer-Specific Expertise: Each Using Agency under the contract is supported by a dedicated account team that is deeply familiar with that customer's technology needs. This ensures that when an agency wants or needs to make a contract purchase, their dedicated account team provides the necessary knowledge and experience to guide them through the process. A: The State accepts this proposed modification to remove Section 3.26, <i>Resumes</i>, from the Bid Solicitation. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.3, <i>Customer Support Service</i>, regarding the right to request change of personnel.
18	Section 3.29 State-Supplied Price Sheet Instructions	Q: Is it possible to add additional manufacturer lines to the price sheet, making it more than fifteen? We believe that including a wider range of manufacturers is essential to ensure the creation of a complete and robust system. Please let us know. A: Yes, up to 30 total manufacturer lines may be added to the State-Supplied Price Sheet. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 3.29, <i>State-Supplied Price Sheet Instructions</i>, and the REVISED T1466 Attachment 3 - State-Supplied Price Sheet 8/19/2025."
19	Attachment 3-State Supplied Price Sheet	Q: Within attachment 3 – State Supplied Price Sheet, should we be putting tabbed categories for each brand (ie: 1a-Microphones, tab 2 would be 2a-Displays) along with the MRSP that we intend to propose?

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		A. No. Bidders shall list the brands proposed, along with the percent discount off MSRP for each brand. Bidders are not to provide tabbed categories for each brand.
20	Attachment 3-State Supplied Price Sheet	Q: Can we add more than the allotted slots on the provided attachment 3? A: Please see response to Question #18.
21	Section 3.29 State-Supplied Price Sheet Instructions	Q: Would the T1466 RFP recompile allow for additional labor categories to be added to the contract for on-site staffing support and managed service support? With the increasing complexity and importance of video conferencing solutions, we believe that incorporating managed services would greatly enhance the overall value and effectiveness of the offering. Managed services can ensure optimal performance, regular maintenance, and prompt issue resolution, thereby providing a seamless and reliable experience for end-users. We kindly request that you consider including managed services as a part of the RFP requirements. A: Additional labor categories cannot be added. As specified in Section 1.1, <i>Purpose and Intent</i> , managed video services are not within the scope of this Bid Solicitation.
22	Section 3.29 State-Supplied Price Sheet Instructions	Q: Would the T1466 RFP recompile allow for the inclusion of media services such as town hall events with camera crew and equipment, video teleconferencing (VTC), streaming, and production, as well as the capability for virtual events? Incorporating media services would provide comprehensive support for a wide range of communication needs, from live town hall events to virtual conferences. This would ensure high-quality production and seamless execution, enhancing the overall user experience and engagement. A: The State does not accept this proposed modification.
23	Section 4.2 Labor Categories	Q: Can additional labor categories be added? i.e. Programming A: Additional labor categories cannot be added.
24	Section 4.8 Warranty (Part 1 of 2)	Q: All equipment and software shall operate in accordance with the manufacturer's standard specifications and documentation. The system shall carry a minimum one (1) year warranty period at no additional cost to the State, which would commence after the equipment is installed and accepted by the Using Agency. All repairs and replacements under the warranty are to be at no charge for parts, service, travel and labor to the State. Firmware and software updates, upgrades or new releases, including installation labor and/or technical support shall be made available at no charge during the warranty period. If a product must be returned during the warranty period due to a a defect, malfunction or dead on arrival, the Contractor shall provide a replacement within 24 hours and pay the shipping charges Continued in Part 2... A: Please see response to Question #25.
25	Section 4.8 Warranty (Part 2 of 2)	Q: Redline Text: 4.8.1 GENERALLY All equipment and associated software shall operate in accordance with the manufacturer's standard specifications and documentation. Notwithstanding anything to the contrary in this Bid Solicitation, acceptance of equipment or hardware delivery will occur upon the earlier of: (i) sixty

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		(60) days after the equipment or hardware delivery, if the Using Agency fails to notify Contractor of any external or concealed damage within the Acceptance Period (as defined in Section 5.11.1(C) of the State of New Jersey Standard Terms and Conditions), or (ii) upon the Using Agency's written acceptance of such equipment or hardware delivery. All repairs and replacements under the warranty are to be at no charge for parts, service, travel and labor to the State. Firmware and software updates, upgrades or new releases, including installation labor and/or technical support shall be made available at no charge during the warranty period. If a product must be returned during the warranty period due to a defect, malfunction or dead on arrival, the Contractor shall provide a replacement in accordance with the Contractor's warranty terms and pay the shipping charges. Rationale: While a maintenance program is available, it will be subject to an additional fee. Further, the acceptance language is similar language to that agreed upon between us and the State of NJ in our agreement for networking equipment, wherein we define a period by which acceptance must occur, or the hardware will be deemed accepted. This avoids significant revenue recognition implications and provides the State with consistency in contractual terms. 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 REVISED T1466 Bid Solicitation 8/19/2025, Section 4.8, <i>Warranty</i>.
26	Section 4.8 Warranty (Part 1 of 2)	Q: Rationale: We respectfully request to add our standard limited manufacturer's warranties. We agreed with the State to the same standard warranty terms with respect to our agreement for networking equipment and this ensures not only continuity with our product warranty offerings but also provides the State with consistency in contractual terms. Proposed New Language: 4.8.2 LIMITED WARRANTIES All hardware products are sold, software licensed, and services delivered with Contractor's standard limited warranty as set forth below. A. Hardware Products. Contractor warrants that from the date of shipment by Contractor to Using Agency and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the product or at [warranty webpage URL placeholder], the hardware product will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Continued in Part 2... A: Please see response to Question #25.
27	Section 4.8 Warranty (Part 2 of 2)	Q: Using Agency's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, (i) shipment of a replacement within the period and according to the replacement process described in the warranty card (if any) or if no warranty card, as described at [warranty webpage URL placeholder], or (ii) a refund of the purchase price, if the hardware product is returned to the party supplying it to Using Agency, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in the replacement of hardware products, may be new or equivalent to

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then- current return procedures. This limited warranty does not apply if the hardware product (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (ii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed or provided for beta, evaluation, testing or demonstration purposes. A: Please see response to Question #25.
28	Section 4.8 Warranty New Section (Part 1 of 2)	Q: Rationale: We respectfully request to add our standard limited manufacturer's warranty for embedded software. We agreed with the State to the same standard warranty terms with respect to our agreement for networking equipment and this ensures not only continuity with our product warranty offerings but also provides the State with consistency in contractual terms.12' Proposed New Language: B. Embedded Software Products. Contractor warrants that Embedded Software will substantially conform to the applicable documentation of the Embedded Software for the longer of (i) ninety (90) days following the date the Embedded Software is made available to Using Agency for use or (ii) as otherwise set forth at [warranty webpage URL placeholder]. This warranty does not apply if the Embedded Software, the hardware product supplied by Contractor, or any other equipment upon which the Embedded Software is authorized to be used: (i) has been altered, except by Contractor or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which there is not payment of a purchase price or license fee; or (v) has not been provided by an authorized reseller of Contractor. Contractor will use commercially reasonable efforts to deliver to Embedded Software free from any viruses, programs, or programming devices designed to modify, delete, damage, or disable the Embedded Software or data. Continued in Part 2... A: Please see response to Question #25.
29	Section 4.8 Warranty New Section (Part 2 of 2)	Q: At Contractor's option and expense, Contractor shall repair, replace, or cause the refund of the license fees paid for the non-conforming Embedded Software. This remedy is conditioned on Using Agency's reporting the non- conformance in writing to Contractor within the warranty period. Using Agency may be required to return the Embedded Software, the Contractor hardware product, and/or Documentation as a condition of this remedy. This is the Using Agency's sole and exclusive remedy under this warranty for Embedded Software. Except as set forth herein, Embedded Software are provided "as-is". Contractor does not warrant that Embedded Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Contractor does not warrant that the Embedded Software or any equipment, system or network on which the Embedded Software is used will be free of vulnerability to intrusion or attack.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please see response to Question #25.
30	Section 4.8 Warranty New Section	Q: Rationale: We respectfully request to add our standard limited manufacturer's warranty for cloud software. We agreed with the State to the same standard warranty terms with respect to our agreement for networking equipment and this ensures not only continuity with our product warranty offerings but also provides the State with consistency in contractual terms. Proposed New Language: C. Cloud Software Products. Unless otherwise provided for in the applicable Cloud Offer Description, Contractor warrants that it will provide the Cloud Software in accordance with the Cloud Offer Description using commercially reasonable skill and care. Upon prompt notification by Using Agency of Contractor's breach of this warranty, to the extent permitted by applicable law, Contractor will, at Contractor's option (i) repair or replace the Cloud Software, or (ii) refund fees paid to Contractor for the period in which the Cloud Software did not materially comply with the Cloud Software Offer Description. This is Using Agency's sole and exclusive remedy under this warranty for Cloud Software. A: Please see response to Question #25.
31	Section 4.8 Warranty New Section	Q: Rationale: We respectfully request to add our standard limited manufacturer's warranty for services. We agreed with the State to the same standard warranty terms with respect to our agreement for networking equipment and this ensures not only continuity with our product warranty offerings but also provides the State with consistency in contractual terms. Proposed New Language: D. Services. Contractor warrants that Services sold under this Contract will be performed in a workmanlike manner and, where applicable, will materially comply with the applicable Service Description. Using Agency must promptly notify Contractor of a breach of this warranty. Using Agency's sole and exclusive remedy for any breach of this warranty shall be, at Contractor's option, (i) re-performance of the Services, or (ii) termination of the applicable Service and return of the portion of fees paid to Contractor by the Using Agency for such non-conforming Services. A: Please see response to Question #25.
32	Section 4.8 Warranty New Section	Q: Rationale: We respectfully request to add our standard limited manufacturer's warranty disclaimer. We agreed with the State to the same standard warranty disclaimer with respect to our agreement for networking equipment and this ensures not only continuity with our product warranty offerings but also provides the State with consistency in contractual terms. Proposed New Language: 4.8.3 DISCLAIMER OF WARRANTY EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4.8, CONTRACTOR HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF

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		DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. A: Please see response to Question #25.
33	Section 4.9 Post-Warranty Maintenance	Q: Original Text: After warranty expiration, the Contractor shall provide all - inclusive annual, time & material, and Mail-Back Maintenance options for the Using Agencies as described below: Redline Text: After warranty expiration, the following Maintenance options are available for purchase by the Using Agencies as described below: Rationale: We respectfully request this change because while a maintenance program is available, it will be subject to an additional fee. A: The State has altered its requirements for Post Warranty Maintenance. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Sections 3.17, <i>Price List and/or Catalog</i>, 3.29, <i>State-Supplied Price Sheet Instructions</i>, and 4.9, <i>Post Warranty Maintenance</i>.
34	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: ALL INCLUSIVE MAINTENANCE All inclusive maintenance shall include the following: Rationale: We respectfully request this change because while a maintenance program is available, it will be subject to an additional fee. A. This is not a question, and cannot be answered as posed.
35	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: Coverage for all equipment, software and applications Redline Text: Coverage for all equipment, software and applications purchased by the Using Agency Rationale: We respectfully request this change for clarity. A: Please see response to Question #33.
36	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: A preventive maintenance program that shall include the following: - o An annual audit of all installed software and hardware to ensure that they are at the appropriate patch and release level, results for which should be delivered to the Using Agency within 30 Calendar Days of completion - o Using Agency approval of any preventive maintenance program and associated schedule - o Contractor notification to the Using Agency at least 72 hours prior to any scheduled maintenance shutdown Redline Text: A preventive maintenance program that shall include the following: - o Information on then-current patch and release levels of the software and firmware, if any, available upon written request by the State - o Using Agency approval of any preventive maintenance program and associated schedule - o Contractor notification to the Using Agency at least 72 hours prior to any scheduled maintenance shutdown

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Rationale: This change is necessary because we do not provide or have a means of providing such audit or reporting to customers, but we can agree to make the information available, upon written request by the State. A: Please see response to Question #33.
37	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: A factory field service workforce capable of performing all maintenance tasks. Redline Text: A factory field service workforce capable of the replacement of defective parts. Rationale: This change is necessary because the original language did not properly define the role of our field workforce. The maintenance provided by our field service workforce is specific to the replacement of parts. A: Please see response to Question #33.
38	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: Manufacturer discontinued equipment shall be replaced by the latest version available in the event of a failure. Redline Text: Manufacturer discontinued equipment shall be replaced in the event of a failure, unless such equipment has reached its last date of support. Rationale: We can agree that the replacement of defective discontinued equipment would be fulfilled by the same type of available discontinued equipment, so long as that equipment has not already reached its last date of support by the time of the failure. A: Please see response to Question #33.
39	Section 4.9.1 All Inclusive Annual Maintenance	Q: Original Text: NOTE: All terms and conditions under this Contract will govern any maintenance agreement that may occur between the Contractor and the Using Agency. Redline Text: NOTE: All terms and conditions under this Contract will govern any maintenance agreement that may occur between the Contractor and the Using Agency, for those items purchased hereunder by such Using Agency. Rationale: We respectfully request this change for clarity. A: Please see response to Question #33.
40	Section 4.9.2 Time and Material Maintenance	Q: Request/Rationale: We respectfully request to strike this provision in its entirety because our technical support offerings do not include time and materials based support.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please see response to Question #33.
41	Section 4.9.3 Mail-Back Maintenance	Q: Original Text: The Contractor shall provide a mail-back maintenance option wherein the replacement equipment will be sent to the Using Agency by the Contractor, and the Using Agency will mail - back the defective piece of equipment. Shipping costs are to be borne by the Contractor. Redline Text: If maintenance is purchased by the Using Agency, the Contractor shall provide a mail-back maintenance option wherein the replacement equipment will be sent to the Using Agency by the Contractor, and the Using Agency will mail - back the defective piece of equipment. Shipping costs are to be borne by the Contractor. Rationale: This change is necessary to provide additional clarity as this mail-back option is available, if the using agency has purchased a maintenance plan. A: Please see response to Question #33.
42	Section 4.10 Procedural Requirements	Q: Original Text: The State reserves the right to request proof of the Contractor's status at any time. Failure to provide the required certification may result in cancellation of awarded brand. Rationale: We respectfully request that this language be deleted as it has no relevance to the section in which it was included, and we do not understand the references to "required certification" or "status". A: The State agrees to remove the referenced language. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.10, <i>Procedural Requirements</i>.
43	Section 4.11 Replacement Parts for Warranty and Post- Warranty Maintenance	Q: Original Text: Only new parts and materials are permissible (no manufacturer discontinued parts) where replacement of parts and materials are required in accordance with the manufacturer's guidelines to affect the necessary repairs. The State will allow refurbished parts if new parts are no longer available. The State must be notified prior to any replacement of parts and materials with refurbished, and must approve the replacement. Redline Text: Only new or refurbished parts and materials are permissible (no manufacturer discontinued parts) where replacement of parts and materials are required in accordance with the manufacturer's guidelines to affect the necessary repairs. The State will allow new or refurbished parts as part of the repair process. Rationale: We respectfully request that replacement parts may include new and refurbished parts because our refurbished parts are provided at a like-new standard and are therefore otherwise indistinguishable from our new parts. We agreed to the same terms in our current networking agreement with the State. A: The State has altered its requirements for Post Warranty Maintenance. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Sections 3.17, <i>Price List and/or Catalog</i>, 3.29, <i>State-Supplied Price Sheet Instructions</i>, and 4.9, <i>Post Warranty Maintenance</i>.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The requirement for new parts still remains during the Warranty period. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.8, <i>Warranty</i> .
44	Section 4.12 All-Inclusive Technical Support and Response Time	Q: Original Text: TECHNICAL SUPPORT AND RESPONSE TIME – WARRANTY AND POST WARRANTY MAINTENANCE The Contractor shall provide a toll-free single point of access to contact technical support that is staffed twenty-four (24) hours per day, seven (7) days a week. The Contractor shall respond to technical support concerns within thirty (30) minutes of notification. During warranty and all-inclusive maintenance periods, on site response time for system failures shall be no longer than twenty-four (24) hours of the notification. Vandalism or misuse is not the responsibility of the Contractor. Redline Text: TECHNICAL SUPPORT AND RESPONSE TIME The Contractor shall provide a toll-free single point of access to contact technical support that is staffed twenty-four (24) hours per day, seven (7) days a week. Response to a problem reported will be in accordance with the support service description applicable to the maintenance program purchased by the Using Agency. Vandalism or misuse is not the responsibility of the Contractor. Rationale: We respectfully request this change because the maintenance program terms will be dependent upon the maintenance program purchased by the Using Agency and any response terms will be described in our separate maintenance program document. A: The State has altered its requirements for Post Warranty Maintenance. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Sections 3.17, <i>Price List and/or Catalog</i>, 3.29, <i>State-Supplied Price Sheet Instructions</i>, and 4.9, <i>Post Warranty Maintenance</i>. Thirty (30) minute response time is still required during the Warranty period. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.8, <i>Warranty</i>.
45	Section 4.12.1 Training	Q: Original Text: The Contractor shall offer training and associated manuals for equipment and system operation immediately following system installation at no charge. If required by the Using Agency VC administrator, training shall be provided on-site. Otherwise, online training will suffice. Upon request, the Contractor shall provide follow-up on-site training when requested by the Using Agency. The Using Agency will be responsible to cover the costs for these follow-up on-site meetings. Redline Text: The Contractor shall offer training and associated manuals for equipment and system operation following system installation at no charge. If training is required by the Using Agency VC administrator, training shall be provided online. Upon request, the Contractor shall provide follow-up on-site training when requested by the Using Agency. The Using Agency will be responsible to cover the costs for these follow-up on-site meetings. Rationale: We respectfully request this change because our training is provided remotely.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State agrees to allow training to be provided either on-line or on-site. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.11, <i>Training</i> .
46	Section 4.13 Packing and Shipping	Q: Original Text: Equipment damaged due to improper packing and/or shipping shall be replaced by the Contractor(s) at their own expense. Redline Text: Request to remove Original Text. Rationale: We respectfully request this change because our delivery process is FOB Origin, which gives the State the ability to control these logistics. 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	Section 4.13 Delivery	Q: Original Text: The Contractor shall notify the Using Agency at least forty-eight (48) hours in advance of shipments. Redline Text: The Contractor shall notify the Using Agency at least forty-eight (48) hours in advance of regular/planned shipments. Rationale: We respectfully request this change because such notice can be provided for planned shipments. A: The State accepts this proposed modification of the Redline Text. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.13, <i>Delivery</i>.
48	Section 4.13 Delivery	Q: Original Text: If deliveries cannot be affected within the stated time after receipt of order, the Using Agency shall be advised immediately to permit purchase from another source. There will be no back ordering, except upon specific approval of ordering Using Agency; Redline Text: If deliveries cannot be affected within the stated time after receipt of order, the Using Agency shall be advised immediately to permit purchase from another source. There will be no back ordering, except upon specific approval of ordering Using Agency; Rationale: We respectfully request this change because our lead times are estimates at the time of quoting and are not a formal commitment. Additional time on the lead time is requested to help mitigate any unforeseen circumstances (i.e. unexpected increase in demand, or unexpected supply chain issues). 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	Section 4.15.1 Using Agency Error	Q: Request/Rationale: We respectfully request to strike this provision in its entirety because all sales are final and as a result, we would not be able to accept a return under the circumstances stipulated in this provision.

#	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.
50	Section 4.15 Items Ordered and Delivered	Q: Request/Rationale: We respectfully request to strike this provision in its entirety because all sales are final and as a result, we would not be able to accept a return under the circumstances stipulated in this provision. 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	Section 4.16 Contractor Personnel	Q: If we use a subcontractor that is not based in NJ but has the correct certifications to provide work in NJ, is that acceptable. A: As stated in Bid Solicitation Section 3.13.8.1, <i>Small Business and/or Disabled Veterans' Business Subcontracting Set-Aside Contract</i>, any Contractor that wishes to utilize a subcontractor must submit the Subcontractor Utilization Form. Subcontractors do not need to be based in NJ, but do need to have a valid NJ Business Registration Certificate.
52	Section 4.16 Contractor Personnel	Q: Original Text: If the Contractor utilizes Subcontractors to fulfill this contract, all subcontractors must be based in New Jersey and their employees are subject to the same qualifications, standards, and background checks as the Contractor's employees. Each Subcontractor must submit through the Contractor, a list of all employees that will be servicing the equipment. Request/Rationale: We respectfully request to strike this clause because our use of subcontractors wheresoever situated is not unique to any one-customer or any one-engagement. A: The State accepts this proposed modification. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.16, <i>Contractor Personnel</i>.
53	Section 4.18 Additions & Deletions of Product Brands	Q: Can more than 15 manufacturers be listed? A: Please see response to Question #18.
54	Section 4.19 Price	Q: Would the T1466 RFP recompile consider allowing more flexibility with the price list update requirement? Instead of limiting price list updates to once every twelve months, could we follow the Manufacturers' update schedule? This would help us keep pricing fair and accurate, especially with the frequent changes in tariffs and other economic factors that are out of our control. A: The State will allow price lists to be updated once every three (3) months. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 4.19, <i>Price</i>.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
55	Section 4.19 Price	Q: Original Text: The Contractor may request a price list update once during a rolling twelve (12) month period Request/Rationale: The Contractor may request a price list update once every quarter of the Contract term. A: Please see response to Question #54.
56	Section 4.20 Billing and Payment	Q: Original Text: The Contractor shall not withhold support and/or service to the State or other Using Agencies due to non-payment; Request/Rationale: We respectfully request striking this clause from 4.22 because our provision of the goods and services hereunder is contingent upon the receipt of payment. If, however, this is in reference to appropriation of funds, we can agree to rely on the terms of STCC Section 6.6 (Availability of Funds), for such 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 cannot be based on a single vendor's terms.
57	Leasing and Financing New Section	Q: Rationale: Contractor would like the option to offer leasing and financing under this contract which will enable a financing entity to enter a lease (at potentially below market rates) financing with the State's purchaser to negotiate those leasing terms on a transaction-by-transaction basis. This would be up to the customer and negotiated on each transaction if needed. Proposed New Language: The Contractor (or its authorized finance partner) may extend leasing and financing to Using Agencies under this Contract. The terms and conditions of the capital lease or financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Contractor or its designated and/or approved financing partner. A: The State does not accept this proposed modification.
58	Section 5 General Contract Terms	Q: Original Text: The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. Redline Text: Any errors, omissions, or other deficiencies in Contractor's deliverables and other services shall be subject to the terms and conditions of Section 4.8 (Warranties) above. Rationale: We respectfully request these changes because we cannot guarantee that we will be able to correct or revise all errors, omissions and/or deficiencies, rather any necessary repairs, whether hardware, software, or services required would be subject to the warranty terms of 4.8.

#	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.
59	Section 5.1 Contract Term and Extension Option	Q: Rationale: Contractor would like the option to add a provision for Survivability of Orders under this contract. Adding language will enable clarity for all Purchasing Entities that multi-year deals are allowed under the contract. The benefit to State buyers is to have the economic cost advantage of entering into a multi-year agreement that will survive past the end of the contract. For example, if in year 4 of the contract an Agency wants to enter into a 3-year agreement, the 3-year agreement, when annualized, would be less expensive than entering into a 1-year agreement. Proposed New Language: In the event the term of any order placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract. 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.
60	Section 5.4 Ownership of Material State Data	Q: Original Text: State Data – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Redline Text: State Data – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data. State Data provided to Contractor shall be available to the State of New Jersey until the expiration or termination of the applicable license. Rationale: We respectfully request these changes because to enable our ability to improve and enhance our services for the State over time, we will require the use of certain systems information data derived from the State's use of our services. Further, to ensure the security of the State's data we do not retain the data following the expiration or termination of the applicable license. 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	Section 5.4 Ownership of Material	Q: Rationale: We respectfully request this added provision to make the distinction between State Data and systems information data that will allow us to improve and enhance our services for the State over time. We will require the use of this type of data derived from the State's use of our services for such purposes. This is the same added language we negotiated with the State under our present agreement for networking equipment.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Proposed New Language: Use of Telemetry Data and Statistical Data. Contractor may process Telemetry Data related to the State’s or Using Agency’s use of the Contractor’s products or services in order to: (i) deliver, enhance, improve, customize, support, and/or analyze the Software and other Contractor offerings, and (ii) derive Statistical Data. Contractor may freely use Telemetry Data that does not identify the State, Using Agency, or Authorized Users (as defined in Contractor’s General Terms). Statistical Data is owned by Contractor and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Contractor’s products and services, including the Software. 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	Section 5.4 Ownership of Material	Q: Original Text: Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print- outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract. Redline Text: Deliverables; Services – The Contractor owns all Deliverables developed in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print- outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract. Rationale: We respectfully request these changes because we will not be delivering Work Product under this Contract, as a result we will retain ownership to any deliverables provided under this Contract. 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	Section 5.4 Ownership of Material (Part 1 of 3)	Q: Original Text: Third Party Intellectual Property – Unless otherwise specified in the Bid Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with Bid Solicitation requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The Bid Solicitation including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. Third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the Bid Solicitation, or otherwise supplied by the State. Continued in Part 2... 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.
64	Section 5.4 Ownership of Material (Part 2 of 3)	Q: Continued from Part 1...Redline Text: Third Party Goods and Services – Notwithstanding anything else to the contrary herein, for third party goods and/or services offered for sale on the Contractor's Price List: (i) third-party software and related documentation is separately licensed by the applicable third party, and the State's rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third party licensor's applicable software license; (ii) third party goods shall be governed by the applicable third party's terms; and (iii) third party services and support shall be governed by the applicable third party's services and support terms. For the avoidance of doubt, the third-party supplier of any such third party goods and/or services shall be solely responsible for support, warranties, indemnities and any other terms and conditions applicable to such goods and services. However, all third party goods and/or services offered by Contractor shall be complementary to Contractor's goods and/or services and Contractor will use good faith efforts to assist the State in its communication with third party suppliers of third party goods and services. Third party terms and conditions should be submitted with the Quote. Continued in Part 3... 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	Section 5.4 Ownership of Material (Part 3 of 3)	Q: Continued from Part 2...Rationale: Contractor needs this language included to enable the Using Agency to procure third-party solutions that are integrated into the Contractor's solutions. Contractor partners with other companies to create holistic IT solutions for the ever-changing needs of the SLED market. The Using Agency benefits from the inclusion of third-party SKUs on our price list to save time and resources by eliminating the need to bifurcated orders through the creation of a true one-stop shop of multi-OEM integrated solutions on the contract. This makes it easy for customers to find and purchase Contractor ecosystem products from Contractor

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		sales and partners to meet the customer's specific business and technology needs. Currently, without compatible Third Party offerings under our contract, this creates customer issues as they must issue multiple POs and use different contracts for solutions that are built into Contractor's offerings. *Example of Common 3rd Party Hardware: When a user adds optional accessories, such as headphones, to a laptop purchase, the headphones company and laptop company would be responsible for warranty, liability, and service support for the applicable compatible product purchased with the laptop. *Example of Common 3rd Party Software: The customer purchases a laptop which has Software pre-installed. If the customer wants to use the Software program, they must accept the click-through of Software's Ts and Cs when they open the application. Software companies EULA accepted by user places warranty, liability, and service support on Software company, NOT the laptop company. If there are any issues with the Software, the Software company would provide the service and support. 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	Section 5.4 Ownership of Material	Q: Request/Rationale: We respectfully request this deletion and all references to work product and custom software because we will not be delivering either work product or custom software. 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	Section 5.6 Delivery Time and Costs	Q: Original Text: DELIVERY TIME AND COSTS Unless otherwise noted in this Bid Solicitation or on the State-Supplied Price Sheet, all delivery times are thirty (30) Calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 Calendar days ARO/F.O.B.). Redline Text: DELIVERY COSTS Request/Rationale: We respectfully request this deletion because our delivery process is FOB Origin. The delivery times will be estimates generated at the time of the applicable order as described in Section 4.5.9. This change, along with the terms of 4.5.9, ensures that we provide the State with a more reliable estimate, taking into consideration all factors at the time of the 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.
68	Section 5.7 Authorized Dealer and/or Distributors	Q: Request/Rationale: We respectfully request striking this disclosure requirement because this contract is a contract that is primarily for products and if this disclosure is not required of us pursuant to N.J.S.A. 52:34-13.2, then we propose that it should not be required of our authorized Dealer and/or Distributors either.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please see response to Question #9.
69	Section 5.11 Procurement Efficiency Program	Q: Original Text: The Sales Report shall be submitted directly to Periscope no later than thirty (30) Calendar Days after the end of each calendar quarter Redline Text: The Sales Report shall be submitted directly to Periscope no later than sixty (60) Calendar Days after the end of each calendar quarter Rationale: Contractor utilizes a reseller model and will need to collect, review, and consolidate all reseller reports to send to Periscope. Contractor needs extra time to ensure the data provided is accurate and reliable. Contractor's NVP DataCom NJ was negotiated for report to be submitted 70 days after EOQ. NVP NJ PA Language: The Contractor shall deliver a copy of the detailed sales data reports described in Section 7 of the Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and NASPO ValuePoint Cooperative Development Team. A: The State accepts this proposed modification to submit the Sales Report no later than sixty (60) Calendar Days. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 5.11, <i>Procurement Efficiency Program</i>.
70	Section 5.11 Procurement Efficiency Program	Q: Original Text: Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter Redline Text: Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than seventy-five (75) days after the end of each calendar quarter Rationale: We respectfully request this change because after the report is submitted to the State, we will submit a request to AP to pay the State and this typically takes 15 days to go through approvals and be received by the State, hence the need for the extra 15 days after report submission. A: Please see the response to Question #69.
71	Section 5.11 Procurement Efficiency Program	Q: Can the State share with us the total sales done on this contract? A: Please see Section 1.2, <i>Background</i>, for access to historical information.
72	Section 5.11 Procurement Efficiency Program	Q: Can the State share with us the average sales order under the existing contract? A: This data is not available.
73	Section 6.1 Security Plan	Q: Original Text: SECURITY PLAN The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than thirty (30) Calendar Days

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		after the award of the Contract. The State's approval of the Security Plan shall be set forth in writing. In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC. Redline Text: The Contractor shall establish and maintain an information security framework designed to provide security, confidentiality, and integrity of the State Data that Contractor processes while providing Contractor's services to the State under this contract, consistent with applicable laws and legally binding regulations through adherence to its policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Rationale: We respectfully request this change because while we cannot contractually commit that our security framework will support a customer's business objectives, we can agree that the program will be designed to protect the data submitted to us for processing in adherence to and consistent with laws applicable to us as well as our established policies. 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	Section 6.2 Personnel Security	Q: Original Text: The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Work force security controls shall include, at a minimum: Redline Text: The Contractor shall implement processes to ensure all personnel having access to State Data have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. To the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, work force security controls may include: Rationale: We respectfully request this change because the privacy and security controls described by this Section 6 and implemented by us pertain to State Data, or that data which is provided or transferred to us in the course of using our products and services. Also please keep in mind, our services are highly configurable so security controls may vary depending upon the applicable configuration by, or on behalf of, the Using Agency. 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	Section 6.3 Security Awareness and Training	Q: Original Text: The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum Redline Text: The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and the Contractor's policy requirements that are intended to protect information systems and State Data from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum Rationale: We respectfully request this change because the privacy and security controls described by this Section 6 and implemented by us pertain to State Data, or that data which is submitted to us in the use of the products and services and not simply confidential information. A: The State accepts this proposed modification to State Data. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 6.3, <i>Security Awareness and Training</i>.
76	Section 6.4 Privacy	Q: Original Text: Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. Redline Text: Data Ownership. The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data. Rationale: We respectfully request this change because to enable our ability to improve and enhance our services for the State and our other customers over time, we will require the use of certain systems information data derived from the State's use of our services. In a separate exception we are also suggesting adding the concepts of Telemetry and Statistical Data under Ownership. This approach was one we agreed to with the State under our agreement for networking equipment. 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.
77	Section 6.4 Privacy (Part 1 of 2)	Q: Original Text: Data usage, storage, and protection of Personal Data are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, the New Jersey Privacy Notice found at NJ.gov, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable. Continued in Part 2...
78	Section 6.4	Q: Continued from Part 1...Redline Text: Data usage, storage, and protection of State Data are subject to international, federal and state statutory and regulatory

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Privacy (Part 2 of 2)	requirements, as amended from time to time, including, without limitation, but solely to the extent applicable to the goods or services provided by Contractor under this Contract, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, the New Jersey Privacy Notice found at NJ.gov, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable. Rationale: We respectfully request this change because our security protocols are designed for the protection of data processed by our services and Personal Data is included in the definition of State Data. So, to the extent Personal Data is processed via our services then these security protocols will apply. Using the broader term of State Data is to the State's benefit. Regulatory requirements are product and/or service specific. A: The State accepts this proposed modification to State Data. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 6.4, <i>Privacy</i>.
79	Section 6.4 Privacy	Q: Original Text: Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that State Data is secured and encrypted during transmission or at rest. Redline Text: Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of State Data. Contractor implements processes designed to ensure that State Data is secured and encrypted during transmission or at rest. Rationale: We respectfully request this change because the privacy and security controls described by this Section 6 and implemented by us pertain to State Data, or that data which is submitted to us in the use of the products and services and not simply user information. But keep in mind to the extent user information originates from the State and is submitted to us in the use of our products, then it would fall within the definition of State Data. A: The State accepts this proposed modification to State Data. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 6.4, <i>Privacy</i>.
80	Section 6.4 Privacy	Q: Original Text: Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange State Data with the State of New Jersey or other parties through secure means supported by current technologies. Redline Text: Data Transmission: The Contractor shall only transmit or exchange State Data with other parties when permitted by and in accordance with

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		requirements of the Contract, including Contractor's Data Protection Agreement (the "DPA") attached hereto Rationale: We respectfully request this change because our data protection agreement will provide the best source of information on our sub-processor process, including disclosure and process by which to raise an objection, if any. That agreement will be provided as an additional attachment to our response. 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.
81	Section 6.4 Privacy	Q: Original Text: Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State Data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States. Redline Text: Data Storage: All State Data must be stored, processed, and maintained solely in accordance with the terms of this Contract. No State Data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices that have not been deemed as trusted devices by the Contractor's IT team. The Contractor must not store or transfer State Data outside of the United States. Rationale: We respectfully request this change because the privacy and security controls described by this Section 6 and implemented by us pertain specifically to State Data, or that data which is provided or transferred to us in the course of using our products and services, rather than general data. Please keep in mind that Personal Data is included in the definition of State Data. With respect to approval of portable devices, while we are not able to structure our security controls specific to one customer, we can agree that such devices will require oversight in accordance with our security policies. 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.
82	Section 6.4 Privacy	Q: Original Text: Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract. State Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State Data shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case- by-case basis as specifically agreed to in writing by the State Contract Manager. Redline Text: Data Re-Use: All State Data shall be used expressly and solely for the purposes enumerated in the Contract. State Data shall not be distributed,

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		repurposed or shared across other applications, environments, or business units of the Contractor, except in accordance with, and as required for Contractor to fulfill its obligations under, the Contract. Rationale: This change is requested for clarity to ensure that we have the ability to fully perform our obligations under the contract and ensure continuity of service. With respect to the deleted language, third parties could include sub-processors and we have a sub-processor process that we describe fully in our data protection agreement which we intend to present as an additional attachment in our response. 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.
83	Section 6.4 Privacy	Q: Original Text: Data Breach: In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately notify the State of such Breach of Security, but in no event later than 24 hours after learning of such Breach of Security; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven(7) days per week as a contact regarding Contractor's obligations under Bid Solicitation Section 6.11 - Incident Response; Redline Text: Data Breach: In the event of any Breach of Security, Contractor shall: (a) notify the State of such Breach of Security where feasible, within 24 hours, but in any event no later than 48 hours, after learning of such Breach of Security; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under Bid Solicitation Section 6.8 - Incident Response; Rationale: We respectfully request using the already defined term Breach of Security to avoid confusion and maintain consistency. We request to change the notice period because there are a number of steps we must follow even after confirming a breach and who has been impacted. It may take time to determine who to notify and implement internal notices. In addition, we would need to confirm legally required notice elements and obligations depending on the requirements of the impacted jurisdiction. We would also need to determine what if any requirements we would owe to supervisory and similar authorities, which may take time to coordinate. A: The State accepts this proposed modification to 48 hours. Please refer to REVISED T1466 Bid Solicitation 8/19/2025, Section 6.4, <i>Privacy</i>.
84	Section 6.4 Privacy	Q: Original Text: (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		reasonably cooperate with the State to prevent any notification or disclosure concerning any Personal Data or Breach of Security); Redline Text: (c) not provide any other notification or provide any disclosure to the public regarding such Breach of Security without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case, if such required disclosure must reference or identify the State, Contractor shall consult with the State and reasonably cooperate with the State regarding the timing, content, and recipients of such required disclosure); Rationale: We request to clarify that the assistance provided will be with respect to the notice obligations (timing, method, content) versus a suggestion that there is an obligation toward prevention of a leak of information. 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.
85	Section 6.4 Privacy	Q: Original Text: (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any Breach of Security breach and any dispute, inquiry, or claim that concerns the Breach of Security; (e) follow all instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; Redline Text: (d) reasonably assist the State in investigating, remedying and communicating regarding any Breach of Security or inquiry that concerns the Breach of Security; (e) follow all reasonable instructions provided by the State relating to the Personal Data affected or potentially affected by the Breach of Security; and Rationale: We request these changes for a reasonableness standard and to clarify that the assistance provided will be with respect specifically to investigating, remedying and communicating regarding the incident versus a suggestion that there is an obligation to help investigate or remedy a claim or dispute. With respect to actions deemed necessary, each of our customers could have very different requirements and those could also vary depending upon the incident. 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.
86	Section 6.4 Privacy	Q: Original Text: (f) take such actions as necessary to prevent future Breaches of Security; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any Breach of Security including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Redline Text: (f) take such actions as reasonably necessary to prevent future Breaches of Security. Rationale: We request these changes for a reasonableness standard but also to avoid any suggestion that we would be obliged to share any litigation information with our customers, which would be confidential in nature. We can certainly accept directing data subject complaints to the State, to the extent related to a Breach of Security of State Data, but litigation against us would be a confidential matter. 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.
87	Section 6.4 Privacy	Q: Original Text: Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Data in order to perform the work. Redline Text: Minimum Necessary. Contractor shall ensure that State Data requested represents the minimum necessary information for the services as described in this Bid Solicitation and, unless otherwise agreed to in writing by the State, that only necessary individuals or entities who are familiar with and bound by obligations that are at least as protective as the terms of Contractor's DPA will have access to the State Data in order to perform the work. Rationale: We request this change because it is consistent with our data protection agreement terms and also industry standard. Third parties would not have privacy under the Contract but would be bound by terms we adopt as consistent with those in our data protection 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.
88	Section 6.4 Privacy (Part 1 of 2)	Q: Original Text: End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State Data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.cyber.nj.gov/grants-and-resources/state-resources/statewide-information-security-manual-sism, and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first. Continued in Part 2... 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
89	Section 6.4 Privacy (Part 2 of 2)	Q: Continued from Part 1...Redline Text: End of Contract Data Handling: Upon termination/expiration of this Contract, unless continued retention and processing is required or is permitted by applicable data protection and/or mandatory applicable law, and to the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, the Contractor shall then erase, destroy, and render unreadable all Contractor backup copies of State Data according to the standards enumerated in the Contractor's data retention and destruction policy, and certify in writing, upon the State's written request, that these actions have been completed. Rationale: We request these changes because we have an existing data retention, destruction policy (consistent with applicable law) that governs how we manage our customer data following expiration or termination of a contract. We do not currently offer a download of a customer's data, but the customer has access to download the data prior to expiration/termination. While there isn't an automatic process by which we notify customers of data destruction, a certificate can be provided upon request. 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.
90	Section 6.4 Privacy	Q: Original Text: In the event of loss of any State Data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all State Data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of State data. Redline Text: In the event of loss of any State Data where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its Subcontractors or agents, upon written request by the State, the Contractor shall be responsible for recreating such lost data, to the extent such lost data is available to Contractor, in the manner and on the schedule set by mutual agreement of the parties. The Contractor shall ensure that all State Data is backed up. In accordance with, and to the extent required of Contractor by, applicable federal or state law or legally binding regulations, the Contractor shall report the loss of State Data. Rationale: We request these changes because our security and privacy protocols are specific to State Data and if such data is lost as described here, we would act upon notice of the State as we do not have an automatic process for this event. If the data is still available in the back up we would suggest that a mutual agreement by both parties on manner and schedule allows for most flexibility for both sides, especially on any preferences and/or constraints given the circumstances that may exist at the time.

#	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.
91	Section 6.6 Remote Access	Q: Original Text: The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum: Redline Text: To the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, the Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum: Rationale: We respectfully request this change because the referenced provision is product-specific so it would only apply to the extent applicable to the products purchased under this contract and the manner in which they are configured and implemented which would be subject to the instructions of the Using Agency. 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.
92	Section 6.6 Remote Access	Q: Original Text: In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN. Redline Text: To the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, and In the event the Contractor shall be approved to utilize State-provided remote access connectivity to conduct work on systems, networks, and data repositories managed and hosted within the New Jersey Garden State Network (GSN) for State approved business, the Contractor shall collaborate with the State in accordance with State defined usage restrictions, configuration/connection requirements, and implementation guidance for remote access into the GSN. Rationale: We respectfully request this change because the referenced provision is product-specific so it would only apply to the extent applicable to the products purchased under this contract and the manner in which they are configured and implemented which would be subject to the instructions of the Using Agency. 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
93	Section 6.7 Mobile Device Security	Q: Original Text: The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Redline Text: To the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, the Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Rationale: We respectfully request this change because the referenced provision is product-specific so it would only apply to the extent applicable to the products purchased under this contract and the manner in which they are configured and implemented which would be subject to the instructions of the Using Agency. 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.
94	Section 6.8 Incident Response	Q: Original Text: The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Redline Text: To the extent applicable to the Contractor's goods or services purchased hereunder by the Using Agency, the Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Rationale: We respectfully request this change because the referenced provision is product-specific so it would only apply to the extent applicable to the products purchased under this contract and the manner in which they are configured and implemented which would be subject to the instructions of the Using Agency. 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.
95	Section 7.1 Indemnification	Q: Original Text: The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith: Redline Text: The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith (collectively "Claims"), to the extent such Claims are: Rationale: We respectfully request this change because the indemnity will apply only to the extent the claim arises in relation to our actions. For instance, we would not

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		indemnify the State to the to the extent the State has also contributed to the events giving rise to the claim. 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.
96	Section 7.1 Indemnification	Q: Original Text: For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and Redline Text: For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract and to the extent caused by the gross negligence or willful misconduct of the Contractor, or its officers, directors, employees, agents, successors, or assigns; and Rationale: We respectfully request this change because while we can agree to this more general indemnity we could only do so to the extent it is limited to claims arising to the level of gross negligence or willful misconduct. 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.
97	Section 7.1 Indemnification	Q: Request/Rationale: We respectfully request to strike this clause in its entirety because it is impractical for us to fully assume responsibility for data breach. No vendor can guarantee that their systems will be free from compromise and the circumstances surrounding a data breach could be completely outside of our control (i.e. the State could be the target of the breach). Both parties share in the responsibility of securing the data and the associated risks thereto. This is the same position to which we agreed with the State in our current agreement for networking equipment. 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.
98	Section 7.1 Indemnification (Part 1 of 2)	Q: Original Text: Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor. Continued in Part 2. 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.
99	Section 7.1 Indemnification (Part 2 of 2)	Q: Redline Text: Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's combination, operation, or use of a product supplied under this contract with any product, device, or software; (2) the State's alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor. Rationale: We respectfully request this change because it is the act itself of combining or modifying the products supplied that gives rise to the carve-out. The reference to authorization could be misleading and would not absolve the State of its contribution to the claim. 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.
100	Section 7.1 Indemnification	Q: Original Text: Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Redline Text: Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Rationale: This change reflects reference clean up from prior requested change to 4.1(A)(1) 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.

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101	Section 7.1 Indemnification	Q: Original Text: The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. Redline Text: The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor, except as set forth in Section 4.1(5) above, preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. Rationale: We respectfully request this change to avoid conflict with the exclusive remedy in Section 4.1(A)(5). 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.
102	Section 7.1 Indemnification	Q: Original Text: STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is the Contractor's exclusive remedy for these claims. Redline Text: STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i) and (ii) which results in an unaffiliated third party claim. This is the Contractor's exclusive remedy for these claims. Rationale: This change reflects reference clean up from prior requested change to 4.1(A)(1) 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.
103	Section 7.2.1 Professional Liability Insurance	Q: Original Text: The insurance shall be in the amount of not less than \$2,000,000 or higher if appropriate per each occurrence, and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage. Redline Text: The insurance shall be in the amount of not less than \$2,000,000 per claim and in the aggregate. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage to the inception date of this Contract or earlier. Rationale: We respectfully request this change because the revised terms reflect our actual insurance policy terms and are a matter of corporate policy applicable to our entire customer-base and are not specific to any one customer or any one engagement. 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.
104	Section 7.2.3 Limitation of Liability Options	Q: Original Text: This limitation of liability shall not apply to the following: The Contractor's indemnification obligations as described in the SSTC Section 4.1; and The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation; and The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations. The Contractor shall not be liable for special, consequential, or incidental damages. Redline Text: This limitation of liability shall not apply to the Contractor's indemnification obligations as described in the SSTC Section 4.1. The Contractor's liability arising out of or in connection with a breach of its obligations of confidentiality described in this Bid Solicitation is limited to \$2,000,000 (two million U.S. Dollars) per incident, and \$5,000,000 (five million U.S. Dollars) in the aggregate. The Contractor's indemnification obligations are not limited by but are in addition to the insurance obligations. The Contractor shall not be liable for special, consequential, or incidental damages. Rationale: We respectfully request these changes because the obligations of confidentiality as written in this contract have data security implications for which we can agree to a heightened liability limit as provided here. These are the same terms to which we agreed with the State in our current agreement for networking equipment. This provides contractual consistency for 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.
105	Section 8.11 Negotiation	Q: Please confirm that if the Procurement Bureau enters into negotiation with the Bidder under this Section, the parties may also further negotiate exceptions to the mandatory requirements at this stage. Allowing for negotiations is beneficial for both parties in order to collaboratively identify and mitigate risks that may not have been apparent during the initial contract formation, leading to a more robust and resilient agreement for the State. A: All exceptions to mandatory requirements must be addressed during the Electronic Question and Answer Period. No negotiation of mandatory requirements, terms, or conditions will occur during the Negotiation period as stated in Section 8.11, <i>Negotiation</i>.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
106	Section 9.2 Definitions	Q: In the main RFP document, Subcontractor is defined as “an entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract.” This could extend to many arrangement scenarios that aren’t specific to the Contract: The shipping company delivering hardware, the software company providing office software to produce reports, the staff augmentation company providing additional help desk personnel, the internet service provider delivering the means for software downloads, etc. We don’t believe the State intends these as Subcontractors under T1466, so can you please clarify that a subcontractor is defined as it is in the current NJ Statutes, Section 52:32-44, where it states that ““Subcontractor” means any business organization that is not a contractor that knowingly enters into a contract, or constructs a construction project, with a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency.” Doing so will avoid confusion and help define the cases where the State requires Subcontractor forms, inclusion in the Subcontractor Utilization Plan and other information. 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.
107	Section 9.2 Definitions	Q: Original Text: Contractor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual Property. Redline Text: Contractor Intellectual Property – Any intellectual property that is owned by Contractor, including any Intellectual Property contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual Property. Rationale: We respectfully request this change because we would own any of our IP, not just IP that we own and incorporate into deliverables. 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.
108	Section 9.2 Definitions	Q: Original Text: Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract. Redline Text: Deliverable – Goods, products, and Services that Contractor is required to deliver to the State under the Contract.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Rationale: We respectfully request this change because this engagement does not involve Work Product and removing non-applicable terms helps to avoid confusion and misunderstanding in future interpretation of the Contract terms. 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.
109	Section 9.2 Definitions	Q: Rationale: We respectfully request this added definition because while the contract defines "Intellectual Property Rights", the use of the words "Intellectual Property" alone are also used throughout the contract without definition. Proposed New Language: Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein. 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. See Section 9.2 <i>Definitions</i> - Contractor Intellectual Property.
110	Section 9.2 Definitions	Q: Original Text: Security Incident – means the potential access by non- authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security. Redline Text: Security Incident – means the actual or reasonably suspected by Contractor, access by non- authorized person(s) to Personal Data that the Contractor believes could reasonably result in the use, disclosure, or theft of State's unencrypted Personal Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security. Rationale: We respectfully request this change because an incident must be actual or reasonably suspected by us. The word "potential" is too vague. Further, our security processes are designed to protect State Data (data processed by us) and not simply non-public data. To the extent non-public data is also processed by us, it would already fall within the definition of State Data and this added reference would not be necessary. We propose to remove the reference to "access" because the incident is already described as access. 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.
111	Section 9.2 Definitions	Q: Original Text: Software – means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Redline Text: Software – means Contractor-branded computer programs, including upgrades and firmware thereto, supplied by Contractor under this Contract, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise. Rationale: We respectfully request this change because our software and its related terms are defined as Contractor-branded software. Any third party software would be subject to the applicable third party terms and would not fall under the definition of software as we use that term in this contract. 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.
112	Section 9.2 Definitions	Q: Original Text: Software as a Service or SaaS – means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. Redline Text: Software as a Service or SaaS – means the capability provided to a purchaser to use the Provider's applications running on a cloud infrastructure, as described in the applicable Offer Description (as defined in Contractor's General Terms). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. Rationale: We respectfully request this change because our applicable Offer Descriptions will become a necessary and critical component of the contract to describe, with particularity, the capability defined here. We also propose to include our General Terms (licensing and terms of use) to the Contract. 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.
113	Section 9.2 Definitions	Q: Original Text: State Confidential Information – shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not). Redline Text: State Confidential Information – shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not). State Confidential Information does not include Telemetry Data or Statistical Data. Rationale: We respectfully request this change to make the distinction between State Confidential Information and systems information data. Telemetry and Statistical Data will allow us to improve and enhance our services for the State over time. These defined data terms are the same added language we negotiated with the State under our present agreement for networking equipment. 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.
114	Section 9.2 Definitions (Part 1 of 2)	Q: Original Text: State Data – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non- Public Data. Continued in Part 2... 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.
115	Section 9.2 Definitions (Part 2 of 2)	Q: Continued from Part 1...Redline Text: State Data – means all data and metadata created or in any way originating with the State and provided or transferred to the Contractor in the course of State's use of Contractor's solutions, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State and provided or transferred to the Contractor in the course of State's use of Contractor's solutions, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non- Public Data, to the extent such data is provided or transferred to the Contractor in the course of State's use of Contractor's solutions. State Data does not include Telemetry Data or Statistical Data. Rationale: We respectfully request this change because our privacy and security measures and protocols are designed solely for the protection and security of data that is provided or transferred to us in the course of the use of our services. For instance, we do not encrypt our email correspondence or customer sales account information. Having this specificity avoids confusion and allows for better understanding of the processes employed for the most critical of data. These are the same terms to which we agreed with the State in our current agreement for networking equipment.

#	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.
116	Section 9.2 Definitions	Q: Proposed New Language: Statistical Data - any information/data that Contractor derives from State Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity. Rationale: We respectfully request this added definition to make the distinction between State Data, State Confidential Information and systems information data. Telemetry and Statistical Data will allow us to improve and enhance our services for the State over time. This defined data term is the same added language we negotiated with the State under our present agreement for networking equipment 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.
117	Section 9.2 Definitions	Q: Proposed New Language: Telemetry Data - information generated by instrumentation and logging systems created through the use and operation of Contractor's products or services. Rationale: We respectfully request this added definition to make the distinction between State Data, State Confidential Information and systems information data. Telemetry and Statistical Data will allow us to improve and enhance our services for the State over time. This defined data term is the same added language we negotiated with the State under our present agreement for networking equipment 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.
118	Section 9.2 Definitions	Q: Please confirm that if the Bidder is not delivering Work Product or Customized Software under this engagement, the Bidder may strike those references, as well as provisions associated with the terms Work Product or Customized Software, from the Bid and/or SSTCs, as "not applicable". Leaving in non-applicable terms in the Bid and/or SSTCs may result in confusion, ambiguity, and potential legal disputes by introducing unnecessary complexity and potentially conflicting terms. Removing such terms ultimately leads to a clearer and more enforceable agreement for all parties involved. 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.
119	State of New Jersey Standard Terms & Conditions	Q: Original Text: The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 2.11 New Jersey Business Ethics Guide Certification	Redline Text: The Treasurer has established a business ethics guide in dealings with the State. The guide can be found at: https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf. Notwithstanding the foregoing, in dealings with the State, the Contractor has adopted and shall follow its own code of business conduct which will be made available to the State upon request. Rationale: We respectfully request this change as we have an existing business code of conduct that we implement as corporate policy, which would not be specific to any one customer or any one engagement. 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.
120	State of New Jersey Standard Terms & Conditions Section 2.13 Compliance with Laws	Q: Original Text: The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder. Redline Text: The contractor must comply with all local, State and Federal laws, rules and regulations applicable to the goods delivered and/or services performed hereunder. Rationale: We respectfully request this change because the contractor is only required to be in compliance with respect to the laws applicable to the contractor's obligations in the delivery of goods and provision of services, rather than a general reference to the contract. 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.
121	State of New Jersey Standard Terms & Conditions Section 3.8 Buy American	Q: Proposed New Language: State acknowledges that the offerings provided under this contract may be manufactured in a number of countries and if the using agency requests, then upon such request, Contractor agrees to assist the State in identifying products that meet the State's requirements under this Section 3.8 (Buy American), on a per purchase basis. Provision of items manufactured or produced outside the United States is not a violation of this contract. Rationale: We respectfully request the addition of the following language because in prior negotiations with the State for networking equipment, we required deletion of this provision and the State proposed similar terms to this added language (to which we agreed) as a workaround. We are requesting the revised language add in order to preserve this provision as a whole. 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
122	State of New Jersey Standard Terms & Conditions Section 3.12 Cybersecurity Incident Reporting Requirement	Q: Original Text: If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred. Redline Text: If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than 48 hours, after the Contractor reasonably believes that a Cyber Security Incident has occurred. Rationale: We respectfully request this change because it is consistent with our existing security practice but also consistent with the exception proposed in the Bid Solicitation, which provides for consistency of terms. 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.
123	State of New Jersey Standard Terms and Conditions Section 3.12 Cybersecurity Incident Reporting Requirement	Q: Original Text: Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at https://www.cyber.nj.gov/report/ within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred. Redline Text: Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred. Rationale: We respectfully request this change because our standard process includes issuing notice by email rather than a portal and we do not have processes specific to one customer or one engagement. However, we do agree to comply with applicable law, so to the extent posting the notice on a portal is required by law, then we would comply pursuant to Section 2.13 (Compliance – 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.
124	State of New Jersey Standard Terms & Conditions Section 3.12 Cybersecurity Incident Reporting Requirement	Q: Original Text: Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits. Redline Text: Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		network that jeopardizes the integrity, confidentiality, or availability of State Data that an information system processes, stores, or transmits on behalf of the State or Using Agency. Rationale: We respectfully request these changes because our security controls and processes are designed specifically for State Data, as data provided or transferred to the Contractor in the course of using the Contractor's services and this is also consistent with proposed terms in the Bid with respect to Security Incident and related notice terms. 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.
125	State of New Jersey Standard Terms & Conditions Section 4.2 Insurance (Part 1 of 2)	Q: Original Text: 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-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. 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. Continued in Part 2... 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.
126	State of New Jersey Standard Terms & Conditions Section 4.2 Insurance (Part 2 of 2)	Q: Continued from Part 1...Redline Text: 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-VIII or better rating by A.M. Best & Company. Contractor shall provide 30 days' written notice of cancellation, or non-renewal of any of the insurance required herein, to the State of New Jersey at the address shown below, provided, that, in the event any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance such that no lapse in coverage occurs. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 15 days after the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until certificates of insurance evidencing the required insurance is provided. Rationale: We respectfully request this change because the revised terms reflect our actual insurance policy terms and are a matter of corporate policy applicable to our entire customer-base and are not specific to any one customer or any one engagement.

#	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.
127	State of New Jersey Standard Terms & Conditions Section 4.2 Insurance	Q: Original Text: Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" 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; Redline Text: Occurrence Form Commercial General Liability Insurance or its equivalent: The limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall include the State, its officers, and employees as "Additional Insureds" for liabilities that fall within the Contractor's indemnity obligations under this Contract and that are covered by such insurance.; Rationale: We respectfully request this change because the revised terms reflect our actual insurance policy terms and are a matter of corporate policy applicable to our entire customer-base and are not specific to any one customer or any one engagement. 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.
128	State of New Jersey Standard Terms & Conditions Section 4.2 Insurance	Q: Original Text: Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" 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; Redline Text: Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall be \$1,000,000 per occurrence or per accident as a combined single limit. The State must be included as an "Additional Insured" for liabilities that fall within the Contractor's indemnity obligations under this Contract and that are covered by such insurance. Such insurance must cover vehicle use on the State's behalf or on State controlled property; Rationale: We respectfully request this change because the revised terms reflect our actual insurance policy terms and are a matter of corporate policy applicable to our entire customer-base and are not specific to any one customer or any one engagement.

#	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.
129	State of New Jersey Standard Terms & Conditions Section 4.2 Insurance	Q: Original Text: This \$1,000,000 amount may be raised when deemed necessary by the Director; In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director. Redline Text: Notwithstanding anything to the contrary herein, Contractor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options at Contractor's sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above. Rationale: We respectfully request this change because the revised terms reflect our actual insurance policy terms and are a matter of corporate policy applicable to our entire customer-base and are not specific to any one customer or any one engagement. 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.
130	State of New Jersey Standard Terms & Conditions Section 5.4 State's Option to Reduce Scope of Work	Q: Original Text: The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable: Redline Text: The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under a statement of work ("SOW") to this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable: Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties. 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
131	State of New Jersey Standard Terms & Conditions Section 5.4 State's Option to Reduce Scope of Work	Q: Original Text: If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and Redline Text: If the contractor does not agree with the Director's proposed adjusted SOW price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted SOW price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted SOW price. If the parties are unable to agree on an adjusted SOW price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted SOW price; and Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties. 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.
132	State of New Jersey Standard Terms & Conditions Section 5.4 State's Option to Reduce Scope of Work	Q: Original Text: If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort. Redline Text: If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted SOW, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the SOW, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort. Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties.

#	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.
133	State of New Jersey Standard Terms & Conditions Section 5.4 State's Option to Reduce Scope of Work	Q: Proposed New Language Notwithstanding anything to the contrary herein or whether the State exercises its right to reduce the scope of work under an SOW to this contract, the State will not receive a refund of pre-paid fees actually paid to Contractor, if any, for any deliverable, task or subtask called for under such SOW. Rationale: We respectfully request this add because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and prepaid fees are non-refundable. 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.
134	State of New Jersey Standard Terms & Conditions Section 5.5 Change in Law	Q: Original Text: If, after award, a change in applicable law or regulation occurs which affects the Contract, Redline Text: If, after award, a change in applicable law or regulation occurs which affects an SOW to this Contract, the Director shall provide written notice to the Contractor of the change and the Director's determination as to the corresponding adjusted change in the SOW and corresponding adjusted SOW price. Within five (5) business days of receipt of such written notice, if either is applicable: Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties. 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.
135	State of New Jersey Standard Terms & Conditions Section 5.5 Change in Law	Q: Proposed New Language: If the Contractor does not agree with the adjusted SOW price, the Contractor shall submit to the Director any additional information that the Contractor believes impacts the adjusted SOW price with a request that the Director reconsider the adjusted SOW price. The Director shall make a prompt decision taking all such information into account, and shall notify the Contractor of the final adjusted SOW price. Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties.

#	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.
136	State of New Jersey Standard Terms & Conditions Section 5.5 Change in Law	Q: Original Text: the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price. Redline Text: If the Contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted SOW, the Contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the Contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the SOW, and any additional information the Director may request. The Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the compensation to be paid for such work effort. Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties. 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.
137	State of New Jersey Standard Terms & Conditions Section 5.5 Change in Law	Q: Proposed New Language: (c) Notwithstanding anything to the contrary herein or whether the Director determines to adjust an SOW price pursuant to this Section 5.5, the State will not receive a refund of pre-paid fees actually paid to Contractor, if any, for any deliverable, task or subtask called for under such SOW. Rationale: We respectfully request this add because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and prepaid fees are non-refundable. 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.
138	State of New Jersey Standard Terms & Conditions Section 5.6 Suspension of Work (Part 1 of 2)	Q: Original Text: The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		deemed added to the contractor's approved schedule of performance. Continued in Part 2... 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.
139	State of New Jersey Standard Terms & Conditions Section 5.6 Suspension of Work (Part 2 of 2)	Q: Continued from Part 1...Redline Text: The State may, for valid reason, issue a stop order directing the contractor to suspend work under an SOW to the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the SOW price. The Contractor shall provide whatever information that Director may reasonably require related to the equitable adjustment. Notwithstanding anything to the contrary herein or whether the State issues a stop order to suspend work under an SOW pursuant to this Section 5.6, the State will not receive a refund of pre-paid fees actually paid to Contractor, if any, for any deliverable, task or subtask called for under such SOW. Rationale: We respectfully request these changes because this provision would only make sense as applicable to a statement of work and not to the overall scope of work under contract wherein all sales would be final and changes to the contract would require an amendment agreed to by both parties. 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.
140	State of New Jersey Standard Terms and Conditions Section 5.7 Termination of Contract	Q: Original Text: Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor; Redline Text: Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than forty-five (45) days written notice to the contractor; Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.

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141	State of New Jersey Standard Terms and Conditions Section 5.7 Termination of Contract	Q: Original Text: Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and Redline Text: Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon thirty (30) days' written notice to the contractor with an opportunity to respond within the thirty (30) day period; and Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
142	State of New Jersey Standard Terms and Conditions Section 5.7 Termination of Contract	Q: Original Text: Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond. Redline Text: Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon thirty (30) days' written notice to the contractor with an opportunity to respond prior to termination. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
143	State of New Jersey Standard Terms and Conditions Section 5.7 Termination of Contract	Q: Proposed New Language: In the event that a Using Agency violates its obligations under the Contractor's general terms of use ("General Terms") attached hereto as Exhibit A, or Section 5.23 (Confidentiality) herein, Contractor may refuse to accept or process orders from such Using Agency immediately upon written notice to the State and such Using Agency, until such time as Using Agency submits a plan to correct such

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		violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Using Agencies. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
144	State of New Jersey Standard Terms and Conditions Section 5.7 Termination of Contract	Q: Original Text: In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments. Redline Text: In the event of termination under this section, the contractor shall be compensated for work performed or goods supplied in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments. In the event of a termination for convenience under Section 5.7(A), there shall be no refund of pre-paid fees. In the event of a termination for cause under Section 5.7(B), Contractor shall issue the Using Agency a pro-rata refund of unused pre-paid fees. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
145	State of New Jersey Standard Terms & Conditions Section 5.10 Mergers, Acquisitions, and Assignments	Q: Original Text: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director. Request/Rationale: We respectfully request striking this language because the Bid Solicitation already establishes required approval for subcontractors and supersedes the SSTC. Otherwise, there is risk that this language would disrupt the continuity of services and operations in the event of a merger or acquisition. 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.
146	State of New Jersey Standard Terms & Conditions Section 5.11 Performance Guarantee of Contractor	Q: Original Text: The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Redline Text: The equipment offered is standard, new equipment, and is the manufacturer's latest model in production, with available parts regularly used for the type of equipment offered; that such parts are all in production; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. In the event that a warranty claim occurs during the warranty period as set forth in the Bid Solicitation, warranty equipment replacement may consist of "like-new" parts Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
147	State of New Jersey Standard Terms & Conditions Section 5.11 Performance Guarantee of Contractor	Q: Original Text: All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location; Redline Text: Contractor warrants that all goods purchased by the State hereunder shall be fully operational for the warranty period stated in the contract from time of Acceptance by the State or the applicable Using Agency. The State or Using Agency has sixty (60) days after hardware delivery to inspect the hardware for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then State or Using Agency shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the hardware) paid to Contractor. If the State or Using Agency does not notify Contractor of any external or any concealed damage by the end of the Acceptance Period, the hardware delivery will be deemed Accepted by the State or Using Agency. Delivery of hardware shall be evidenced by a signed delivery receipt. The contractor shall render prompt warranty service without charge, regardless of geographic location; Rationale: We respectfully request similar terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. As in our current agreement, providing a timeframe for acceptance prevents significant revenue recognition implications. 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.
148	State of New Jersey Standard Terms & Conditions Section 5.11 Performance	Q: Original Text: Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Guarantee of Contractor	Redline Text: Trained and/or contractor-certified technicians and/or engineers are regularly employed to make necessary repairs to equipment in accordance with the applicable support program documentation; Rationale: We respectfully request similar terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
149	State of New Jersey Standard Terms & Conditions Section 5.11 Performance Guarantee of Contractor	Q: Original Text: During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered. Redline Text: During the warranty periods defined below, at Contractor's sole option, the Contractor shall promptly repair, replace or provide a refund of the purchase price of any product which is rejected for failure to meet and conform with the Contractor's product specifications. This warranty does not apply to misuse, modification, damages caused by force majeure, as defined in the contract, or the State's or its Using Agency's failure to follow operation instructions of Contractor.; and All services rendered to the State shall be performed in strict and full accordance with the specifications agreed upon at the time of order. The order shall not be considered complete until final approval by the State's Using Agency is rendered. If any services do not conform to contract requirements, the State's Using Agency may require the Contractor to perform the services again in conformity with contract requirements, at no increase in order amount. When defects cannot be corrected by re-performance, the State's Using Agency may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
150	State of New Jersey Standard Terms & Conditions Section 5.12 Delivery Requirements	Q: Original Text: A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract; B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice; Items delivered must be strictly in accordance with the contract; and C. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor. Redline Text: A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in Section 4.5.9 (Equipment Delivery) of the Bid Solicitation; B. The contractor shall be responsible for the delivery of products to the State's using agency or the purchaser under this contract and in accordance with industry standard commercial practice; and C. In the event delivery of goods or services is not made within thirty (30) days from the delivery estimate provided by the Contractor, the using agency shall be authorized to obtain the product or service from any available source. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
151	State of New Jersey Standard Terms & Conditions Section 5.22 Accessibility Compliance (Part 1 of 2)	Q: Original Text: In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider 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 claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider'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.. Continued in Part 2... 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.
152	State of New Jersey Standard Terms & Conditions Section 5.22 Accessibility Compliance (Part 2 of 2)	Q: Continued from Part 1...Redline Text: In addition, Contractor shall defend any claims against the State that the Software does not perform against the accessibility standards as set forth by the Provider in the VPAT provided by Provider 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 claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider'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. Notwithstanding the foregoing, Contractor shall not be required to indemnify the State or any Using Agency if either the State or the Using Agency make any modifications, including disabling functions at the administrative level that affect accessibility to the products or services provided by Contractor or use the products or services in a manner inconsistent with the training and materials, if any, provided by Contractor.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Rationale: We respectfully request similar terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. Note the added language at the end of this provision was proposed by the State in negotiations of our current 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.
153	State of New Jersey Standard Terms & Conditions Section 5.23 Confidentiality	Q: Original Text: The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena Redline Text: The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena. As used in this Section 5.23, the State shall mean the State and any Using Agency Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
154	State of New Jersey Standard Terms & Conditions Section 5.23 Confidentiality	Q: Original Text: Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Redline Text: Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
155	State of New Jersey Standard Terms & Conditions Section 5.23 Confidentiality	Q: Original Text: The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Redline Text: The State’s Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof, excluding Telemetry Data or Statistical Data, (whether in fulfillment of the Contract or not); Rationale: We respectfully request the same terms with respect to Telemetry and Statistical Data as we agreed in our current agreement with the State for networking equipment. This distinction from Confidential Information is important as we would require use of this type of systems information for the improvement of our product and this allows for consistency in contractual terms. 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.
156	State of New Jersey Standard Terms & Conditions Section 5.23 Confidentiality	Q: Original Text: The State agrees to hold Contractor’s Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information; Redline Text: The parties agree to hold each other’s Confidential Information in confidence, using at least the same degree of care used to protect their own Confidential Information; Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
157	State of New Jersey Standard Terms & Conditions Section 5.23 Confidentiality	Q: Original Text: In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State’s intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information; Redline Text: In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State’s intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information; Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms.

#	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.
158	State of New Jersey Standard Terms & Conditions Section 6.1 Price Fluctuations During Contract	Q: Original Text: Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1. Redline Text: In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any subsequent order placed during the contract period. If a Using Agency identifies a reduced price on product(s) on an undelivered purchase order, Contractor shall refund the difference in price upon request from the Using Agency. Rationale: Contractor will publish a contract price list with SKU adds, removals and price decreases every month or two for the states review and approval. Due to the volume and frequency in which SKU pricing is updated Contractor cannot notify the state immediately every time there is a price decrease as it is not feasible. 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.
159	Standard of New Jersey Standard Terms & Conditions Section 6.3 Payment to Vendors	Q: Original Text: The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized; Redline Text: The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, express receipt and other related papers must be sent to the Using Agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the scope of work and must be in strict accordance with the prices submitted for each task or subtask. When applicable, invoices should reference the appropriate State contract number.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		All invoices must be approved by the State Contract Manager or using agency before payment will be authorized; Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment as we are already operating under these payment terms expectations. This would benefit both sides for contractual and internal process consistency. 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.
160	Standard of New Jersey Standard Terms & Conditions Section 6.3 Payment to Vendors	Q: Original Text: In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and Redline Text: In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record should be adapted as appropriate for the scope of work being performed and Rationale: We respectfully request this change as we already have a timekeeping process that is not unique to any one customer or any one engagement. 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.
161	Standard of New Jersey Standard Terms & Conditions Section 6.3 Payment to Vendors	Q: Original Text: The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion. Redline Text: The contractor shall provide, on a quarterly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s) in a format as mutually agreed upon by the parties. This breakdown shall be sent to the Office of Diversity and Inclusion. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment as we are already operating under these payment terms expectations. This would benefit both sides for contractual and internal process consistency.

#	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.
162	Standard of New Jersey Standard Terms & Conditions Section 6.3 Payment to Vendors	Q: Original Text: The Contractor shall have sole responsibility for all payments due any Subcontractor Redline Text: The Contractor shall have sole responsibility for all payments due by Contractor to any Subcontractor. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment as we are already operating under these payment terms expectations. This would benefit both sides for contractual and internal process consistency. 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.
163	State of New Jersey Standard Terms & Conditions Section 6.6 Availability of Funds	Q: Proposed New Language: Notwithstanding the foregoing, the parties agree that performance under this Agreement is contingent upon the appropriation of funds. Rationale: We respectfully request the same terms under this provision as we currently have with the State of NJ under our current agreement for networking equipment. This enables both parties to have consistency in contractual terms. 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.
164	State of New Jersey Standard Terms & Conditions Section 7.45 Equal Employment Opportunity	Q: Original Text: The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Redline Text: If applicable, the contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Rationale: We respectfully request this change as this executive order has since been rescinded. 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.
165	State of New Jersey Standard Terms & Conditions	Q: Original Text: The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 7.45 Equal Employment Opportunity	Redline Text: If applicable, the contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, Rationale: We respectfully request this change as this executive order has since been rescinded. 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.
166	State of New Jersey Standard Terms & Conditions Section 7.45 Equal Employment Opportunity	Q: Original Text: In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Redline Text: If applicable, in the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. Rationale: We respectfully request this change as this executive order has since been rescinded. 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.
167	State of New Jersey Standard Terms & Conditions Section 7.4 Equal Employment Opportunity	Q: Original Text: The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through Redline Text: If applicable, the contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through Rationale: We respectfully request this change as this executive order has since been rescinded.

#	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.
168	State of New Jersey Standard Terms & Conditions Section 7.12 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Q: Original Text: Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Redline Text: Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, specifies to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country as set forth in Public Law 115–232, section 889. Rationale: We respectfully request this change because we need to rely on information beyond a person's "reasonable belief"; Sec. 889 provides specifics needed to comply. 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.
169	Compliance with Subcontracting Requirements for Managed Support Services (General)	Q: Bidder Technical Support includes third-party resources contracted by Bidder but operating under Bidder's direct supervision for all customer support functions (to include New Jersey and all other commercial entities). Please confirm Bidder's primary contract management precludes these resources from being considered subcontractors under this contract, and that these resources should not be reported as subcontractors. A: Under the provisions of the Contract the Term Subcontractor refers to a party retained / used by the Contractor for the express purpose of fulfilling Contractor obligations related specifically / uniquely to performance under the Contract. This would not include a Bidders existing and ongoing third party arrangements / agreements which provide enterprise-wide support and services to Contractor and / or Contractors customers & clients.
170	Classification of Technical Support Employees (General)	Q: Is it the intention of the State for bidders to use the Subcontractor Utilization Plan to identify technical support resources? Bidder Technical Assistance Center (TAC), which is Bidder's 24x7 technical support desk, is provided through a mix of direct employees and third-party resources under Bidder's management. These resources communicate via Bidder's email addresses and operate within Bidder's global support infrastructure. Please confirm these arrangements do not qualify as subcontracting arrangements under the contract and do not need to be listed in the Subcontractor Utilization Plan form. A: Please see response to Question #169.

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171	Product Standards (General)	Q: What product standards are you currently utilizing in the state? A: This question is not clear and cannot be answered.
172	Communication Platforms (General)	Q: What platform (Zoom or Teams) is being utilized in the state? A: The State may use multiple platforms during the term of this contract.
173	Product List (General)	Q: Can you share a list of current products being used in the state? A: The State cannot provide such a list.