State of New Jersey

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September 15, 2025

To: All Interested Bidders

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

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

Bid Amendment #6

The following constitutes Bid Amendment #6 to the above referenced Bid Solicitation:

- Answers to electronic Bidder questions submitted during the second electronic Question and Answer period.

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
174	Section 3.11 Bidder Additional Terms Submitted with the Quote	**Q: Reference Language: Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, or the State of New Jersey Standard Terms and Conditions.** **Question: If a contractor bidder cannot raise their product-specific exceptions (as additional terms/conditions) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
175	Section 3.17 Price List and/or Catalog	**Q. We understand that the State Supplied Price Sheet needs to be filled out with Descriptions / Brands, please confirm that is the "category" of what we are providing in our companies price list/catalog? Example: Referencing the State Supplied Price List, Description/Brand Offered – Price Line 1 a; our company puts Cameras (along with x% discount). Then on a separate document, our company's price list/catalog (referenced in 3.17), we will reference all Cameras and their MSRP pricing. Correct? Essentially, filling out the state supplied price list will show all the different Categories "Descriptions/Brands" (up to 30) we offer and their discounts. Then a separate company list price/catalog document should show all of the actual products within those previously mentioned and listed categories/descriptions/brands, correct?** A: On the State Supplied Price Sheet, "Brands" is synonymous with "Manufacturer". The Brand does not represent a specific product category such as cameras. Similarly, quoted discounts are to be for the Brand, not for a product category associated with that Brand, such as cameras. The Price List and/or Category should <u>contain</u> ALL <u>in-scope</u> products <u>associated with quoted Brands, such as cameras, monitors, etc.</u> Example: 1a – OEM Manufacturer/vendor A, 1b – OEM Manufacturer/vendor B, etc. Each Price Line

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		1a – 2d is for a separate Brand that would have a corresponding Brand Price List / Catalog.
176	Attachment 3-State Supplied Price Sheet	**Q: In the answer to #18, the state lists a total of 30 manufacturer lines can be listed but should this read 30 description brands offered? Example: 1a Cameras. Then on a separate document, there should be the manufacturers products listed for that specific description/brand? Example: Cameras- Sony, Canon, etc. Correct?** A: Please see response to Question #175.
177	Attachment 3-State Supplied Price Sheet	**Q: To clarify, we can list up to 30 descriptions/categories on the state supplied price list. And then our company supplied list price/catalog, we can list as many manufacturers and their products that fit within the description/categories. Is this a correct?** A: Please see response to Question #175.
178	Section 4.8 Warranty	**Q: Reference Language: The Contractor shall provide a toll-free single point of access that is staffed twenty-four (24) hours per day, seven (7) days a week, and shall respond to technical support concerns during the warranty period within thirty (30) minutes of notification, Response is defined as the actual process of troubleshooting. On-site response time for system failures shall be no longer than twenty-four (24) hours after receipt of trouble report.** **Question: If a contractor bidder cannot raise their product-specific exceptions (for example: Warranty) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms—such as Warranties—that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: Please see response to Question #174.
179	4.14.1 Using Agency Error	**Q: Reference language: If a Using Agency must return a product due to Using Agency error, the Using Agency shall use the following procedure to ensure that it receives full credit from the Contractor: … If the Using Agency has followed the above-described procedure, the Contractor shall provide full credit to the Using Agency's account without a restocking fee.**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Question: If a contractor bidder cannot raise their product-specific exceptions (such as return policies) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid? **Rationale: It is not standard industry practice to offer full credit, waive restocking fees, or cover shipping for buyer errors—especially for serialized, opened, or used products, which cannot be resold as new. Providers usually charge a restocking fee to offset processing and resale costs. Full refunds are typically only given if the item is unopened, defective, or incorrectly shipped. Further, while a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms, such as return policies, that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
180	Section 5.4 Ownership of Material State Data	**Q: Reference Language: 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.** **Question: If a contractor bidder cannot raise their product-specific exceptions (such as third party risk allocation terms) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms, such as third party risk allocation terms, that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.**

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		A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
181	Section 6.4 Privacy	**Q: Reference language: Data usage, storage, and protection of State Data are subject to all applicable international, federal and state statutory and regulatory 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, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, 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.** **Question: If a contractor bidder cannot raise their product-specific exceptions (for example: Privacy (Data Usage) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms—such as Privacy (Data Usage) —that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
182	Section 6.4 Privacy	**Q: Reference Language: 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 shall ensure that State Data is secured and encrypted during transmission or at rest.** **Question: If a contractor bidder cannot raise their product-specific exceptions (for example: Security) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms—such as Security—that may differ between vendors and products. It is standard for RFPs to**

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		allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service. A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
183	Section 6.4 Privacy	**Q: Reference Language: 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 48 hours after learning of such security breach; (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;** **Question: If a contractor bidder cannot raise their product-specific exceptions (for example: Data Breach) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** **Rationale: While a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms—such as Data Breach—that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
184	Section 7.1 Indemnification (Part 1)	**Q: Reference Language: 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:… iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse;**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Question: If a contractor bidder cannot raise their product-specific exceptions (such as indemnification) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid? A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
185	Section 7.1 Indemnification (Part 2)	**Q: (Continued from 7.1 Indemnification Part 1)** **Rationale: Indemnification for data breaches is generally not a standard contract provision because the risks involved often go far beyond what a provider can reasonably control. Despite following best security practices, no company can guarantee absolute protection against increasingly sophisticated cyber threats. Requiring indemnity could expose a provider to significant financial losses for incidents that may be caused by factors outside their control, such as advanced hacking or third-party criminal actions. Indemnity clauses are intended to allocate risk where it can be managed, but in the case of cybercrime, even the most diligent companies can be targeted. Further, while a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms, such as indemnification, that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.
186	Section 7.2.23 Limitation of Liability Options (Part 1)	**Q: Reference Language: A. 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;** **Question: If a contractor bidder cannot raise their product-specific exceptions (such as limitation of liability) during the Q&A or the Section 8.11 negotiation period, then when can they negotiate these terms? And if there is an opportunity to negotiate product-specific exceptions, would you kindly add that process/timing details to the bid?** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.

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187	Section 7.2.3 Limitation of Liability (Part 2)	**Q: (Continued from 7.2.3 Limitation of Liability Part 1)** **Rationale: Unlimited liability for data breaches is not standard industry practice. The potential costs associated with a breach can be highly unpredictable and may far exceed the contract value, making it unfeasible to budget for or insure against such exposure. Unlimited liability can also increase the likelihood of litigation over minor issues and may discourage providers from delivering innovative, data-driven services. Additionally, courts are often reluctant to uphold unlimited liability clauses. Whereas a reasonable, capped liability can accurately reflect the actual risk and align with industry standards and compliance measures. This approach offers balanced protection for both parties while enabling the provider to provide the best possible services. Further, while a single contractor bidder shouldn't set terms for all bidders, technology providers and OEMs have unique product and service terms, such as limitation of liability, that may differ between vendors and products. It is standard for RFPs to allow bidders to present or negotiate these terms, often after the final award. Typically, the State and the selected bidder negotiate an agreement tailored to the specific product or service awarded, clarifying responsibilities, capabilities, limitations, licensing, usage rights, and risk allocation. This ensures clear expectations, minimizes the risk of disputes, and builds stronger, more collaborative relationships—while giving the State confidence that terms are customized to the unique needs of the product or service.** A: This question is outside the subject matter for the second electronic Question and Answer period as set forth in Bid Amendment #5. Please refer back to the Answers posted in the prior Bid Amendment.