



State of New Jersey

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March 28, 2025

To: All Interested Bidders

**Re: Bid Solicitation # 25DPP01119
T2555 Internet-Based Patient Safety Adverse Event Reporting System**

Current Quote Submission Due Date: April 11, 2025 (2:00 p.m. Eastern Time)

Revised Quote Submission Due Date: May 2, 2025 (2:00 p.m. Eastern Time)
2nd Electronic Question and Answer Period: April 4, 2025 (2:00 p.m. Eastern Time)

Bid Amendment #2

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

- Answers to electronic questions submitted during the first electronic Question and Answer period;
- For all additions, deletions, clarifications and modifications to the Bid Solicitation, please refer to the revised Bid Solicitation entitled "T2555 REVISED Bid Solicitation 03/28/2025". The following additions and/or revisions are included in the revised Bid Solicitation:
 - Section 1.2, *Background*, revised;
 - Section 4.3, *System Enhancements*, revised;
 - Section 5.2, *Contract Transition*, revised; and
 - Section 6.6, *Privacy*.
- The second electronic Question and Answer period will be received until 2:00 p.m. Eastern Time on April 4, 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 "T2555 REVISED Bid Solicitation 03/28/2025";

Please refer to Bid Solicitation Section 2.1 Electronic Question and Answer Period for more information related to submitting electronic questions.

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

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

Bid Solicitation #25DPP01119
T2555 Internet-Based Patient Safety Adverse Event Reporting System

Answers to Questions

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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	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 option is to disable the built in PDF viewers in Chrome or Firefox.
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 a Quote, a Bidder should log into NJSTART and review each document attached to the Quote submission. Instructions on how to review a submitted Quote can be found in the Quick Reference Guide entitled How to Review a Submitted Quote, which is available on the NJSTART Vendor Support Page under Vendor Reference Guides.
3	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.
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, Exceptions to the State of NJ Standard Terms and Conditions (SSTC): "Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s)." Moreover, as stated in Bid Solicitation Section 3.11, Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions may render a Quote non-responsive.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
5	Section 3: Quote Submission Requirements	Q: Can the Agency confirm that only the following forms are required? a. -Ownership Disclosure Form b. -State-Supplied Price Sheet Please advise if offerors should complete any other form template provided in the RFP packet. A: A Bidder is required to complete and submit forms listed in Section 3.13, <i>Forms, Registrations and Certifications to be Submitted with Quote</i>. The items designated as “shall” or “must” are mandatory for the Bidder to submit with the Quote and the items designated as “should” are not mandatory but are strongly recommended. However, when requested by the State, it must be submitted within the designated timeframe.
6	Section 3.16: Contract Management	Q: Could you kindly clarify if the contract management responsibilities mentioned can be managed in a offshore, or offsite delivery model, or if there are specific expectations for on-site management? A: As stated in Bid Solicitation Section 3.13.6, <i>Service Performance within the United States</i>, all Contracts primarily for services shall be performed within the United States. See also State of New Jersey Standard Terms and Conditions (SSTC) Section 3.7, <i>Service Performance within U.S.</i>, which states that under N.J.S.A. 52:34-13.2 all contracts primarily for services awarded by the Director shall be performed in the United States, except under very limited circumstances which require written certification by the Director and approval by the State Treasurer.
7	Section 3.23: Financial Capability of the Bidder	Q: We do not provide notes to financial statements. Is the State willing to eliminate this requirement? A: The State declines to change or modify the terms and conditions set forth in Bid Solicitation Section 3.23, <i>Financial Capability of the Bidder</i>. As set forth in this section, the Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract.
8	Section 3.24: State-Supplied Price Sheet Instructions	Q: Regarding the submission of the state-supplied price sheet, could you please clarify the following: Do bidders need to provide individual quotes for each system enhancement listed in Section 4.3, Part B? We noticed that the price sheet does not include designated space to itemize these enhancements separately. A: All System Enhancements identified in Bid Solicitation Section 4.3 will be billed at the hourly rates Quoted and awarded under Price Line 6. Pursuant to Bid Solicitation Section 3.24 <i>State-Supplied Price Sheet Instructions</i>: • Part B: The Bidder shall provide all-inclusive firm-fixed blended hourly rate – a single, average hourly rate that the Bidder charges for all its personnel working on a project – for Price Line 6. Bidder should note that these all-inclusive blended hourly rates will be used only for additional work pursuant to Bid Solicitation Section 4.3, <i>System</i>

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		<i>Enhancements</i> , and not for any of the deliverables as per the scope of work. The proposed pricing in Part B will not be included in the overall evaluation or total price of this procurement, but will be reviewed for reasonableness.
9	Section 4: Scope of Work	Q: Can state please confirm that the below cost of operating the PSRS system is not part of the Bid and will not be bidder's responsibility: Cost of hosting servers, database servers, infrastructure, networking and storage cost Cost of Software Licenses used in PSRS system, cost of software licenses required for upgrades, cost of fee/licensing fee paid to software vendors e.g. Microsoft, Oracle etc. A: These costs are not part of this bid and are not the responsibility of the Bidder. Bidders are only responsible for the application itself.
10	Section 4: Scope of Work	Q: Can state please provide us below information regarding PSRS system Total number of users in the system Average number of yearly support ticket volume A: There are NJDOH users and health care facility users. The number of health care facility users is expected to grow when more facilities begin reporting to PSRS. There are currently 1550 users registered, which include 1440 users in NJDOH licensed health care facilities. There is a minimum of two (2) expected users per facility using the system to report. Approximately 150 tickets were supported in 2024.
11	Section 4: Scope of Work	Q: Could you kindly specify the roles available in the existing application and outline the workflow for the patient safety report, as described in the example below? Roles : End User, Quality Control Admin, Department Head, RCA Team / Peer Reviewer Workflow : The incident report has been submitted and will be sent to the QC Admin team. They will assign it to the appropriate department head. The department head will review the report, provide their input, and then the RCA Team will investigate. Finally, the report will be submitted to QC Admin for Report closure. A: The roles available in the existing application are the following: facility administrators (FacAdmin), Report Reader/Report Writer, Department of Health and Senior Services (DHSS)_Reader, DHSS_Reviewer, DHSS_Clinical, and DHSS_Admin The facility administrator (FacAdmin) or facility users (facility report reader/writer) enter the initial Event information. NJDOH (DHSS) reviewers receive notification resulting in a DHSS reviewer providing an event review and a determination resulting in an RCA requirement or notification that an RCA is not needed. The facility users receive information regarding the determination. If an RCA is required, the facility submits the RCA with a causality statement and action plan. The DHSS clinical reviewer determines if requirements are met. If the criteria are met, an automated notification is sent to the facility user and the event is completed. If the criteria are not met, the DHSS reviewer provides comments in sections where additional information or clarification is

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		needed. The DHSS reviewer sends a notification email to the facility user stating that action is required by the facility. The facility user will read the reviewer comments and make changes as appropriate for event/RCA completion. The DHSS clinical reviewer closes the event/RCA when criteria are met. The roles below are specific to NJDOH users: · DHSS/DOH Reader: has access to read Event and RCA information · DHSS/DOH Reviewer: has read/write access to Event/RCA and State review information; has access to reports; can grant extensions for an RCA; can create comments for Event/RCA information provided by facility in conjunction with reviewing the Event/RCA; can create and change DHSS and Facility Admin Users · DHSS/DOH Clinical Reviewer: has read/write access to Event and State Review information; has access to reports; final approval for an Event/RCA report · DHSS/DOH users with the role of Admin, Reviewer or Clinical Reviewer: can create and manage users in the system except for additional users at the facilities. The roles below are specific to facility roles: · Facility Administrative Users (FacAdmins): responsible for assigning users and user roles for their organization , responsible for keeping user information (phone, email, etc) up to date ,Notifications will always be made to the FacAdmins even for event reports or comments submitted by other users within their facility · Report Reader, Report Writer: will not receive any email notifications from the online system Reader can read event and RCA information for their facility. Report Reader, Report writer views and enters both event and RCA information for their facility.
12	Section 4.2.3: Maintain Processes/Methods for Events and RCA	Q: With reference to the scope of work outlined in Section 4.2.3, Maintain Processes/Methods for Events and RCA, could you kindly confirm whether the necessary coding and algorithms are already available within the existing PSRS system? Alternatively, would these need to be developed and implemented from scratch as part of this project? A: The necessary coding and algorithms are already developed and available within the existing PSRS system. Coding and algorithms will not need to be developed and implemented as part of this project.
13	Section 4.2.4: Technical and Operational Services	Q: Could you kindly provide the number of open bugs in the existing system and segregate them by performance, security, functional, and non-functional categories? A: At present, there are no open issues within the existing system.
14	Section 4.2.5: Logging of Identified/Potential System Errors	Q: We do not provide the requested information. Is the State willing to negotiate this requirement in good faith?

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		A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
15	Section 4.2.6: Notification of Pre-Defined System Errors/Failures	Q: We do not have such a system in place. We do provide client access to a status page. Is the State willing to negotiate this requirement in good faith? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
16	Section 4.2.7: Connectivity to the NJDOH Licensing Database	Q: We do not understand this requirement (and consequently reserve the right to negotiate such requirement if necessary). Can the State provide additional clarifying information about this requirement (e.g., what is the State trying to accomplish here, what concern is this requirement intended to address)? A: The Contractor shall conduct research and analysis to ensure integrations are operating and fully functional. The Contractor's responsibility is to ensure the health of this interface through the monitoring tools of the PSRS. There will be no post-Quote opening negotiations or discussions regarding the Contract terms beyond those outlined in Bid Solicitation Section 8.12, <i>Best and Final Offer (BAFO)</i>.
17	Section 4.2.7: Connectivity to the NJDOH Licensing Database	Q: Could you please confirm which database is currently being used and if it is integrated with ADO.NET? A: The database that is currently being used is a traditional n-tier application, with a single application database at the data layer. Specific details about the current database will be discussed upon Contract award.
18	Section 4.2.7: Connectivity to the NJDOH Licensing Database	Q: Could you please confirm if an interface is used to access the NJDOH licensing database for security purposes? A: No, there are no interfaces that are used for security purposes.
19	Section 4.2.8: Standardized and Customizable Reports	Q: We do not guarantee timelines with respect to deliverables. Also, any deliverable/configuration/report work will either exhaust customer support hours, or require execution of a separate SOW. Is the State willing to negotiate in good faith the report generation requirements of this section? A: The State declines to change or modify the terms and conditions. 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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20	Section 4.2.9: Update Training Materials as Needed	Q: Our Help Center is a feature included in the application, and thus the requirements as drafted in these sections are not necessarily applicable (or do not conform with our offerings). Is the State willing to negotiate in good faith the requirements of these sections? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
21	Section 4.2.9: Update Training Materials as Needed	Q: Could you kindly confirm if user guides and training materials should be tracked within the PSRS application? A: Any tracking of user's guide and training material updates are done outside of the PSRS system.
22	Section 4.2.11: Help Desk Support	Q: Could you kindly confirm if help desk tickets or requests should be tracked within the PSRS application? A: Help desk tickets are not tracked within PSRS. Help desk support for facilities or for NJDOH users shall be maintained by the Contractor outside of PSRS.
23	Section 4.2.15: Data Query and Reporting	Q: Could you kindly clarify if we need to implement any additional reports, such as Patient Concern, Employee Safety, and Visitor Safety, apart from the Patient Safety Report? A: No, the Contractor will not be required to implement any additional reports apart from the Patient Safety Report described in Section 4.2.15, <i>Data Query and Reporting</i>.
24	Section 4.2.15: Data Query and Reporting	Q: What is the existing report format available in the existing system? A: The existing report formats available in the existing system are .csv, .xlsx, and PDF.
25	Section 4.2.15: Data Query and Reporting	Q: Could you please confirm the types of customizable reports need to be developed (ie duration level like monthly, yearly, etc, format level like pdf,json, xlsx,etc) A: The Contractor, at the request of NJDOH, would need to create customizable ad hoc reporting. These reports are to be formatted in .xlsx, .csv, and PDF.
26	Section 4.2.15: Data Query and Reporting	Q: Could you kindly confirm if charts and dashboards are expected to be implemented for reporting? A: No, the Contractor will not be required to implement charts and dashboards for reporting.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
27	Section 4.2.18: System Performance, Availability & Reliability	Q: Please refer to vendor's Service Level Agreement ("SLA") attached as Exhibit C to our Software Subscription Agreement ("SSA"), which includes system uptime availability. The parties will need to discuss any deviations from the terms in our SLA as the policies and procedures associated with this document are highly standardized and the same for our entire base of clients. Additionally, while the State will have access to its data via the platform, it will not have direct database access. Lastly, we do not consult clients on downtime of the platform, as this is not a reasonable expectation for multi-tenant SaaS providers. Is the State willing to negotiate from vendor's SLA, negotiate data access, and downtime terms (to align with vendor's offerings and business operations)? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms. Bidder Forms are not accepted / reviewed during the Questions and Answer period. There will be no post-Quote opening negotiations or discussions regarding the Contract terms beyond those outlined in Bid Solicitation Section 8.12, <i>Best and Final Offer (BAFO)</i>.
28	Section 4.2.18: System Performance, Availability & Reliability	Q: Could you kindly confirm if the existing application sends notifications to patients via SMS or email? A: No notifications are sent to patients or their representatives. Notifications are to be sent to users with access to the system via email only.
29	Section 4.2.19: System Upgrades	Q: Could you please confirm if there is a plan for data migration from existing systems, and how recovery testing will be conducted to ensure no patient data is lost during system transitions? A: This is not applicable to the procurement as the State is not planning for any data migration or recovery testing.
30	Section 4.2.19 System Upgrades	Q: Has automated unit testing been implemented? If yes, please specify the framework or tool used A: This system is currently in production, and therefore unit testing would only be required if a new module or change is required due to a change in Federal or State regulation.
31	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if we should test the application under different mobile network conditions (e.g., 3G, 4G, 5G)? A: Mobile network is not a current requirement of the existing system.

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32	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if there are any third-party integrations (e.g., social media login access, etc.) that need to be considered during testing? A: PSRS has no third-party integrations as it pertains to services outside the State network to any social media sites, etc.
33	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if the application has a global user base and if testing across different time zones, languages, and currency formats is needed to ensure compatibility and functionality? A: No. Users only reside in the State of NJ.
34	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if penetration testing is required, and what areas should be covered to assess the security vulnerabilities of the application? A: No penetration testing is required.
35	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if the application should be tested for accessibility features like keyboard navigation and screen reader compatibility? A: No accessibility testing is required.
36	Section 4.2.19 System Upgrades	Q: Could you kindly confirm if we should evaluate load levels, stress levels, and response times under various conditions during performance testing to ensure the application performs well under high traffic? A: No, stress level testing is not required.
37	Section 4.3: System Enhancements	Q: Could you please confirm if continuous development and integration are implemented in the current application? If not, could you please share the tools used for build and deployment? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
38	Section 4.5: System Hosting	Q: As a SaaS provider, it is not possible for the State to utilize our services and host the service and database itself (and the additional responsibilities listed in this section). Is the State willing to remove the requirements of this section? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms.

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39	Section 4.5: System Hosting	Q: Is there any API based external interfaces PSPR application . If yes, please share the details. A: No, there is no API based external interfaces.
40	Section 4.5: System Hosting	Q: Could you please provide the Tech Stack and architecture design used in the custom .NET application implemented for the PSRS application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
41	Section 4.5: System Hosting	Q: Please specify the type of service being used. Is it a Web Service, WCF, Web API, or another type of service? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
42	Section 4.5: System Hosting	Q: Could you please share the current architecture and design pattern of the existing .NET application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
43	Section 4.5: System Hosting	Q: Could You Kindly Provide Details on the Authentication Method and Security Measures for the Application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
44	Section 4.5: System Hosting	Q: Could You Kindly Specify the Logging Tool or Custom Logging Implementation Used in the Application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
45	Section 4.5: System Hosting	Q: Could you kindly specify the Source Control System used in the Application? A: The State declines to provide this information as it seeks disclosure of internal

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		system operations and / or configuration. Specific operating details will be discussed upon Contract award.
46	Section 4.5: System Hosting	Q: Could you please confirm if the Existing Application uses a Scheduler or Background Service? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
47	Section 4.5: System Hosting	Q: Could you kindly mention the browsers supporting the current web application and specify if any other browsers need to be supported? A: Google Chrome and Microsoft Edge are supporting the current web application. At this time, the State has no plans for any other browsers to be supported.
48	Section 4.5: System Hosting	Q: Could you kindly confirm if there is a plan to make the application hybrid, and what mobile devices and operating systems should be supported for compatibility? A: At this time, the State has no plans to use mobile devices for this application.
49	Section 4.5: System Hosting	Q: Could you kindly confirm which operating systems are supported by the current web application and specify any additional operating systems that need to be supported? A: The PSRS system uses current operating systems supported by Microsoft as per its product lifecycle. There are currently no additional operating systems used by the PSRS system.
50	Section 4.5: System Hosting	Q: Could you kindly specify which screen resolutions should be considered for testing and whether any standard screen resolutions are already supported in the current version of the application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
51	Section 4.5: System Hosting	Q: Could you kindly confirm the certifications and regulatory standards currently applicable to the web application, and whether there are plans to pursue additional certifications in the future? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
52	Section 4.5: System Hosting	Q: Could you kindly specify the external or third-party applications/services that interact with the existing application? A: The State declines to provide this information as it seeks disclosure of internal system operations and / or configuration. Specific operating details will be discussed upon Contract award.
53	Section 4.6: Project Management	Q: [Bidder]'s modern SaaS offering is deployed using an Iterative/Agile Project Management methodology. Is this acceptable for the State or must offerors use the Project Mgt methodology identified for the implementation? Or is it up to each vendor and their proposed approach? A: The Project Management Methodology is the most preferred approach. However, Bidder's proposed approaches will be considered acceptable when they help ensure that the project remains on time and within scope, and align with the established Project Management Methodology.
54	Section 5.4: Ownership of Material	Q: Please see Section 2 of vendor's SSA for our standard licensing terms. Is the State willing to negotiate in good faith the terms contained within Section 2 of vendor's SSA? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms. Bidder Forms are not accepted / reviewed during the Question and Answer period.
55	Section 5.4: Ownership of Material	Q: For clarity, vendor owns full rights to all work product, customizations, and services that we provide to our clients (including the database and any reports). State will have full ownership rights over the data that it uploads into our systems. The foregoing is industry standard allocation of intellectual property rights when purchasing a SaaS solution. To note, we are not developing any custom software such that it would provide you with any IP ownership rights (e.g., work made by hire). Please see Section 3 of vendor's SSA for our standard intellectual property language. Is the State willing to negotiate in good faith all language regarding intellectual property rights? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms. Bidder Forms are not accepted / reviewed during the Question and Answer period.
56	Section 5.11: Reporting and Supplier Convenience Fee	Q: We generally cannot agree to the requirements of this section. Is the State willing to eliminate this requirement or negotiate such terms in good faith? A: The State declines to change or modify the terms and conditions set forth in Bid Solicitation Section 5.11 <i>Reporting and Supplier Convenience Fee</i>.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
57	Section 6.1: Information Security Program Management	Q: It is not operationally feasible for us to agree to compliance with client policies and procedures, or business objectives, where such do not align with our existing internal policies and procedures. Additionally, while we will agree to provide copies of our third party security audits, and responses to questionnaires or assessments, we do not permit clients or third parties on behalf of clients to audit our security program. Is the State willing to negotiate in good faith all requirements regarding compliance with State policies and procedures, business objectives, or audit rights? A: The State declines to change or modify the terms and conditions. Section 6.1 refers to industry standards for an organization to manage an information security program, including security policies, standards, and procedures.
58	Section 6.6: Privacy (Item I)	Q: We adhere to our own internal policies and procedures related to the destruction of client data (which reflect what operationally possible given our technology infrastructures), and will agree to certification within 30 days of a written request. Is the State willing to negotiate in good faith these data deletion requirements? A: The State agrees to this modification. Please see T2555 REVISED Bid Solicitation 03/28/2025, Section 6.6, <i>Privacy</i>.
59	Section 6.7: Asset Management	Q: Will the State negotiate in good faith language that includes general statements regarding alignment with NIST controls, as opposed to identifying individual NIST controls? A: The State declines to change or modify the terms and conditions. The State adheres to a variety of NIST controls and bases many policy requirements off of NIST. The Security Questionnaire pulls from specific NIST controls and will require the vendor to respond based on each individual control. There will be no post-Quote opening negotiations or discussions regarding the Contract terms beyond those outlined in Bid Solicitation Section 8.12, <i>Best and Final Offer (BAFO)</i>.
60	Section 7.1: Indemnification	Q: While the indemnification obligations are generally okay (conceptually), is the State willing to negotiate in good faith all indemnification terms (governed by agreed upon limitations of liability and disclaimers in the underlying agreements)? A: The State declines to change or modify the terms and conditions. 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 7.1: Indemnification	Q: Please see Section 8 of vendor's SSA for the standard warranties we offer, and standard disclaimers we require. Is the State willing to negotiate in good faith the terms contained within Section 8 of vendor's SSA, and any additional warranties the State may seek as a part of the contractual discussions?

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		A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms. Bidder Forms are not accepted / reviewed during the Question and Answer period.
62	Section 7.2.2: Limitation of Liability Options	Q: Please see Section 11 of vendor's SSA for our standard limitations on liability (and disclaimer of damages). Is the State willing to negotiate in good faith all language related to limitations on liability? A: The State declines to change or modify the terms and conditions. Terms and conditions on publicly bid procurements must be consistent for all Bidders, and cannot be based on a single vendor's terms. Bidder Forms are not accepted / reviewed during the Question and Answer period.
63	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 2.13: Compliance – Laws & Section 2.14: Compliance – State Laws	Q: Generally we will agree to comply with laws that are applicable to us in the provision of the service without regards to a client's particular use of such service. For clarity, since our product is highly configurable, and such configurations are at the direction of our clients, we are unable to guarantee that such configuration work complies with law (that is the responsibility of our clients). Is the State willing to negotiate in good faith the terms of these sections to reflect such a distinction? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 2.13 <i>Compliance – Laws</i> and Section 2.14 <i>Compliance – State Laws</i>.
64	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 3.12: Cybersecurity Incident Reporting Requirement	Q: Generally we will agree to provide notification of a Cybersecurity Incident involving State Data. This is distinguished from notifications of a Cybersecurity Incident involving another client's data, which are generally subject to confidentiality obligations. Is the State willing to negotiate in good faith the terms of these sections to reflect such a distinction (i.e., vendor cannot contractually agree to terms that would potentially force vendor to violate its confidentiality obligations, or other contractual obligations to vendor's other clients)? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 3.12 <i>Cybersecurity Incident Reporting Requirement</i>. It is emphasized that, Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, nonpublic, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.
65	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) –	Q: Our general company policy is to limit our contractual indemnification obligations to intellectual property infringement claims. Is the State willing to negotiate in good faith the indemnification terms of this section

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 4.1: Indemnification	(governed by agreed upon limitations of liability and disclaimers in the underlying agreements)? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 4.1 <i>Indemnification</i> as modified in Bid Solicitation Section 7.1.
66	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 4.2: Insurance	Q: Our insurance policies cover our complete client base. As such, we are generally unable to modify terms for any one particular client. Is the State willing to negotiate all insurance terms in good faith? A: The State declines to change or modify the terms and conditions. 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	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.3: Contract Term and Extension Option	Q: Generally we negotiate renewal pricing prior to each renewal and do not offer renewal price increase caps. Is it the State's understanding that this clause is intended to reflect that the underlying master terms will be extended (versus license count, pricing, etc.)? If that is not the State's understanding, is the State willing to negotiate all pricing related to renewals? A: The State Supplied Price Sheet requires Firm Fixed Pricing for years 1 – 5 as indicated. The State Standard Terms and Conditions Section 5.3 <i>Contract Term and Extension Option</i> allows the parties to agree to extensions based upon the then existing terms and conditions. In addition the State Standard Terms and Conditions Section 6.1 <i>Price Fluctuation During Contract</i> allows consideration for price adjustments.
68	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.4: State's Option to Reduce Scope of Work	Q: We do not generally permit client's the right to unilaterally reduce scope other than at renewal. Pricing is based on fixed products over a fixed term and we recoup our investment over the duration. Also, we provide implementation at a fixed price, generally at a loss in the first year, with recoupment of that loss occurring in the remaining years on the order. Lastly, our (and most SaaS providers') business and pricing models contemplate and require a certain level of stability in client subscription agreements - without stability we would not be able to offer competitive prices. Is the State willing to negotiate in good faith the terms of this section? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 5.4 <i>State's Option to Reduce Scope of Work</i>.
69	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.5: Change in Law	Q: We do not generally permit any terms that provide clients with a unilateral right to make contractual changes. Is the State willing to modify the language of this section to indicate the parties will negotiate in good faith, and if the parties are unable to agree on changes strictly required by law, include termination rights for either party?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 5.5 <i>Change in Law</i> .
70	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.6: Suspension of Work	Q: Clients can always request we stop performing work. However, we generally require language that reflects all fees will continue to be due as scheduled and term lengths will not be adjusted. Additionally, stoppages related to professional service work may incur additional fees. Is the State willing to negotiate in good faith the terms of this section? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 5.6 <i>Suspension of Work</i>.
71	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.7: Termination of Contract (Item A)	Q: We do not generally allow for termination for convenience. As noted above, pricing is based on fixed products over a fixed term and we recoup our investment over the duration. Also, we provide implementation at a fixed price, generally at a loss in the first year, with recoupment of that loss occurring in the remaining years on the order. Lastly, our (and most SaaS providers') business and pricing models contemplate and require a certain level of stability in client subscription agreements - without stability we would not be able to offer competitive prices. Is the State willing to forgo T4C language? A: The State declines to change or modify the State Standard Terms and Conditions Section 5.7 <i>Termination of Contract</i>. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
72	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 5.7: Termination of Contract (Item B)	Q: We generally limit termination rights to uncured material breaches and those related to insolvency/bankruptcy events. Is the State willing to negotiate in good faith all termination rights? A: The State declines to change or modify the State Standard Terms and Conditions Section 5.7 <i>Termination of Contract</i>. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
73	Attachment 1 – State of New Jersey Standard Terms and Conditions (SSTCs)) – Section 5.14: Contract Amendment	Q: Please see Section 1 of vendor's SSA. We will generally require modification of the contractual documents to address the structure and nature of the services and relationship of the parties. Is the State willing to negotiate in good faith such terms? A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 5.14 <i>Contract Amendment</i>.
74	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 6.5: New	Q: Our standard payment terms for invoices is Net30. Is the State willing to negotiate payment terms in good faith?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Jersey Prompt Payment Act	A: The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 6.5 <i>New Jersey Prompt Payment Act</i> .
75	Attachment 1- State of New Jersey Standard Terms and Conditions (SSTCs) – Section 7.0: Terms Relating to All Contracts Funded, in Whole or in Part, by Federal Funds	Q: Does the State intend to fund this contract with federal funds? A: Not all State Standard Terms and Conditions are applicable to all contracts however they are and remain standard terms incorporated into all State Contracts. As currently proposed the Contract does not contemplate the utilization of any federal funding. The State declines to change or modify the terms and conditions set forth in the State Standard Terms and Conditions Section 7.0 <i>Terms Relating to All Contracts Funded, in Whole or in Part, by Federal Funds</i>.