



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

TAHESHA L. WAY
Lt. Governor

AMY F. DAVIS, ESQ.
Acting Director

July 23, 2025

To: All Interested Bidders

**Re: Bid Solicitation #25DPP01092
T0109 Radio Communication Equipment and Accessories**

Current Quote Submission Due Date: August 26, 2025 (2:00 p.m. Eastern Time)

Bid Amendment #3

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

- Answers to electronic questions submitted during the first electronic Question and Answer period;
- "T0109 Attachment 5 - State-Supplied Price Sheet 4/21/2025" has been deleted and replaced with "REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025"; and,
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation, refer to the Revised Bid Solicitation entitled "REVISED T0109 Bid Solicitation 7/23/2025". The following revisions are included in the Revised Bid Solicitation:
 - Section 3.12, *Quote Content*, Revised;
 - Section 3.13.12, *State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire*, Added;
 - Section 3.28, *State-Supplied Price Sheet Instructions*, Revised;
 - Section 4.2.2, *9-1-1 Telecommunications Equipment & Software*, Revised;
 - Section 4.2.3, *Equipment Installation and Removal*, Revised;
 - Section 4.2.4, *Additional Installation and Maintenance Schedules*, Revised;
 - Section 4.9, *Project Engineering and Site Management*, Revised;
 - Section 4.12, *Enhanced In-Building Wireless Coverage*, Revised;
 - Section 4.13, *Short-Range, Point-To-Point/Multipoint Wireless Links*, Revised;
 - Section 4.13.1, *Additional Contractor Responsibilities*, Revised;
 - Section 4.15.1, *Equipment Categories (9-1-1)*, Revised;
 - Section 4.15.5, *Computer Aided Dispatch (CAD), On-Premises (9-1-1)*, Added;
 - Section 4.15.6, *Record Management System (RMS), On Premises (9-1-1)*, Added;
 - Section 4.17.4, *Mini-Bid Process*, Deleted;
 - Section 4.19, *Price List*, Revised;

- Section 4.19.1, *Most Favorable Pricing*, Revised;
 - Section 4.19.2, *Special/Promotional Pricing*, Deleted;
 - Section 6, *Data Security Requirements – Contractor Responsibility*, Section Added; and,
 - Section 9.3, *Contract-Specific Glossary*, Definition removed.
- **The second electronic Question and Answer period will be received until 2:00 p.m. Eastern Time on July 30, 2025.** Questions that will be considered will be limited to subject matter related to the following:
 - The revisions to the Revised Bid Solicitation Sections listed above. Refer to “REVISED T0109 Bid Solicitation 7/23/2025”; and,
 - REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025.

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 #25DPP01092
T0109 Radio Communication Equipment and Accessories

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 a Quote, a Bidder should log into NJSTART and review each document attached to the Quote submission. Instructions on how to review a submitted Quote can be found in the Quick Reference Guide entitled How to Review a Submitted Quote, which is available on the NJSTART Vendor Support Page under Vendor Reference Guides.
3	PDF Documents	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.
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 3.13.8 Subcontractor Utilization Plan	Q: Do the subcontractors have to complete all forms, including the insurance form submission?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The Bidder/Contractor will be required to submit the all forms for each Dealer/Distributor/Subcontractor, prior to the Dealer/Distributor/Subcontractor being permitted to perform any work on the Contract.
6	Section 3.16 Bidder Data Sheet	Q: “The Bidder should provide in its response to Part I of the Bidder Data Sheet all relevant information regarding its experience in successfully completing contracts of a similar size and scope to the work required by this Bid Solicitation.” This statement is in direct conflict to Sec 3.26 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE – “Not applicable to this procurement.” Can you clarify these conflicting statements? A: The Bidder Data Sheet is one of the forms to be submitted with the Bidder’s Quote. The Bidder Data Sheet (Part I) requests that Bidder’s “List prior contracts performed by the Vendor/Bidder.” This information is distinguishable from the request that a Bidder provide narrative detail in REVISED T0109 Bid Solicitation 7/23/2025 Section 3.26, <i>Experience with Contracts of Similar Size and Scope</i> – which is not required in this Bid Solicitation. Accordingly, Bidders should complete and submit the relevant information requested on the Bidder Data Sheet.
7	Section 3.28 State-Supplied Price Sheet Instructions	Q: “Dated Catalogs must be submitted prior to Contract award.” How do you want the dated catalogs submitted and in what file format? Can the dated catalogs be added as a pdf attachment to the bid quote submission in the Attachments Tab for each brand the bidder is including on the state-supplied price sheet? A: Bidders can submit their dated catalogs in PDF, Word, or Excel formats. Bidders can attach their dated catalogs as PDF attachments to the Bid Quote Submission in the “Attachments” Tab on NJSTART for each brand that the Bidder is including on the REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025.
8	Section 3.28 State-Supplied Price Sheet Instructions	Q: Can the State clarify whether vendors may submit partial bids limited to specific categories (e.g., only Categories 1, 2, and 3)? A: A Bidder may bid on one (1) or more radio equipment categories, which are Price Lines #1-21 on the REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025. If the Bidder is not bidding on a certain radio equipment category, then the Bidder should indicate “No Bid” on the REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025. If the yellow designated cell is left blank by Bidders, the State will interpret this as “No Bid.”
9	Section 4.0 Scope of Work	Q: Several of the items in Sec 4, Scope of Work, state that installation costs will be quoted post award, for example, Sec. 4.3.5, Base Station & Antenna Installation states in the last sentence of the first paragraph “Installation cost will be quoted post-award by Agency request, on an as needed basis”. In contrast, Sec 4.3.6 states “adjustments shall be outlined it the installation quote” but makes no reference to if this is post-award. Will all installation costs be developed in the installation quotes to a purchasing agency post-award and not outlined in this response?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Installation charges will be quoted during the term of the Contract based upon Using Agency needs. The Contractor shall utilize their Schedule A rates when assembling quotes, and if applicable, Schedule B rates as well.
10	Section 4.2.4 Additional Installation and Maintenance Schedules	Q: Is the State open to CAD/RMS offerings that aren't a SAAS model? A: The State is open to CAD and RMS offerings that are on-premises, as well as cloud solutions. Please refer to REVISED T0109 Bid Solicitation 7/23/2025, Section 4.2.2 for further information.
11	Section 4.4.1 Warranty	Q: What if they purchase such coverage, but they select a maintenance plan that does not cover one or some of these requirements? A: This question is not clear and cannot be answered.
12	Section 4.4.1 Warranty	Q: Is it acceptable for our warranty to only cover material defects in the products or installation? A: No, this is not acceptable. Warranty requirements are as addressed in Section 4.4, <i>Warranty and Response Time</i> .
13	Section 4.4.1 Warranty	Q: Can you confirm that since extended warranty costs are developed post-award as outlined in Section 4.4.1, no warranty costs are to be specifically outlined in the bidder's response, other than the inclusion of the one (1) year warranty on all parts? A: Section 4.4.1 addresses warranty, which Contractors cannot charge. Extended warranty options are addressed in Section 4.5, costs for which are developed post-award.
14	Section 4.4.2 Warranty Replacement Parts	Q: Who determines the quality of the replacement parts? It says the Contractor has the burden of proving suitability and interchangeability, but to whom? A: Per Section 4.4.2, <i>Warranty Replacement Parts</i> , the Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles, or materials and the Using Agency's decision shall be final.
15	Section 4.4.4 Warranty Response Time	Q: Is the state requiring that the vendor contact the entity within 15 minutes? A: As per Section 4.4.4, <i>Warranty Response Time</i> , initial response to a reported problem shall be within 30 minutes, unless the Using Agency assigns a Severity Level 1 or 2, which would decrease the response time to 15 minutes.
16	Section 4.4.4 Warranty Response Time	Q: Will the state consider a vendor's response time within a 30 minute window? A: Please see response to Question #15.
17	Section 4.4.4 Warranty Response Time	Q: What if it is a noncritical issue that can easily be diagnosed and/or rectified over the phone?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Per Section 4.4.4(1)(b), the Contractor initially has 30 minutes to respond to noncritical reported problems. If the issue is resolved within the 30 minute initial response time, there is no other obligation on the contractor's part.
18	Section 4.5.1 Maintenance Following Warranty Period	Q: Does the Using Agency still have the option to procure extended warranty, maintenance, and support services beyond [BLANK] warranty even after the initial warranty period? A: As per Section 4.5.1(1)(b), Using Agencies have the option to purchase onsite maintenance plans (a.k.a. extended warranties) following the warranty period. These plans shall be quoted post-award by Agency request, on an as-needed basis. Quote composition requirements will be provided in the Method of Operation (MOO) that will be made available post-award. Onsite maintenance plans that exceed the life of the Contract shall adhere to all terms and conditions of the contract in effect at the time of their inception.
19	Section 4.5.1 Maintenance Following Warranty Period	Q: Will the State accept extended warranty programs offered by OEMs in addition to those priced in Schedule A, and how should they be documented in the submission? A: Please see response to Question #18.
20	Section 4.5.1 Maintenance Following Warranty Period	Q: Will the State allow bidders to propose post-warranty maintenance contracts, such as monthly per-unit pricing for maintenance services? A: Please see response to Question #18.
21	Section 4.9 Project Engineering and Site Management	Q: "Basic system design and installation shall be included in the cost of the equipment purchased." Please clarify this statement and note that most radio communication systems supplied through the T0109 contract are complex with custom designs and specific installation requirements for each project. Using Agencies will purchase equipment at the MSRP less the discount from the awarded bidder how would basic or custom system design and installation be included in the equipment cost? Are bidders expected to determine system design and installation costs on an equipment component basis and include in the cost of the equipment purchased? A: The statement has been removed. Please refer to REVISED T0109 Bid Solicitation 7/23/2025 Section 4.9, <i>Project Engineering and Site Management</i>.
22	Section 4.12 Enhanced In-Building Wireless Coverage	Q: Can you further clarify if the In-Building cellular coverage requirements, Frequencies, Up and Down Throughput and latency. A: These parameters vary by Using Agency and building. Per Section 4.12, the equipment, products and services required to facilitate any enhanced in-building wireless coverage project shall be designed and priced by Contractor on an individual case basis.
23	Section 4.12 Enhanced In-Building Wireless Coverage	Q: Is there a existing DAS? If answer is yes, What MNO's and frequencies on the existing DAS?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please see response to Question #22.
24	Section 4.12 Enhanced In-Building Wireless Coverage	Q: For the carriers that are on the existing DAS, how are they feeding it; i.e. over the air repeater or base station? A: Please see response to Question #22.
25	Section 4.12 Enhanced In-Building Wireless Coverage	Q: Are we decommissioning the old DAS system? A: Please see response to Question #22.
26	Section 4.12 Enhanced In-Building Wireless Coverage	Q: What is the total square footage of the desired area of indoor coverage? A: Please see response to Question #22.
27	Section 4.12 Enhanced In-Building Wireless Coverage	Q: Are there any key performance metrics indicators that are needed to provide the required coverage? A: Please see response to Question #22.
28	Section 4.16.1 System and Antenna Installation	Q: Who determines whether it is within reason? A: The Using Agency makes that determination.
29	Section 4.19 Price List	Q: Given recent federal tariff increases, will the State incorporate a pricing adjustment mechanism to address such unforeseen external cost increases during the contract term? A: As outlined in the Contract documents and the State Standard Terms and Conditions, the Division will review price adjustment requests when received. If there is a specific triggering event (Tariff) causing the adjustment request, then the Division will request supporting documentation.
30	Section 4.19 Price List	Q: Is the vendor allowed to increase their product pricing annually? A: The Contractor may request a price list update for each contracted brand once during a rolling three-month period. If a Contractor has been awarded more than one (1) brand, each brand may be updated at different times during a rolling three-month period, but in no event shall a Contractor update a single awarded brand more than one (1) time during a rolling three-month period. All prices in price lists shall be net, firm, not subject to increase, except quarterly updates (refresh) and any subsequent contract extensions effective date during the period of the Contract, and include all transportation charges (FOB destination) to all NJ Using Agencies. Escalation clauses shall not be accepted. Please refer to REVISED T0109 Bid Solicitation 7/23/2025 Section 4.19, <i>Price List</i> .
31	Section 4.19 Price List	Q: Can you explain the process to do Yearly Price increases? Will these increases be percentage or CPI based?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please see response to Question #30. The State cannot comment on how the manufacturer determines their price updates (refresh).
32	Section 4.19 Price List	Q: Additional discounts that aren't shown in the Pricing Matrix? Are we aloud to do "Hot List" pricing? What is the process for proposing limited promotional discounts? A: Discounts submitted via the REVISED T0109 Attachment 5 - State-Supplied Price Sheet 7/23/2025 are firm throughout the life of the Contract and are considered the minimum allowable discount that the Contractor can offer. However, Bidders are encouraged to offer lower/promotional discounts at any time throughout the term of the Contract. Lower/promotional price discounts do not require approval from the State.
33	Section 4.21.1 Additions, Substitutions, Deletions	Q: What if a product is out of warranty and no additional support services were purchased? A: This question is not clear, and cannot be answered.
34	Section 4.21.1 Additions, Substitutions, Deletions	Q: Do these products need to be [BLANK] brand only or can they be from other reputable manufacturer's? A: Pursuant to Section 4.21.1, <i>Additions, Substitutions, and Deletions</i>, the Contractor may substitute or add products during the term of the Contract provided that they are the same brands as originally awarded and serve the same comparable functions as the product they replace.
35	Section 5.1 Contract Term and Extension Option	Q: Do these contract terms, conditions, and stipulations still apply if the base contract expires? A: Any extension of the Contract will be made with the same terms, conditions, and pricing in effect as of the date of such extension.
36	Section 5.1 Contract Term and Extension Option	Q: What if a project that was purchased by an end user under said base contract is still actively being fulfilled? A: Any extension of the Contract will be made with the same terms, conditions, and pricing in effect as of the date of such extension.
37	Section 5.7 Authorized Dealers and/or Distributors	Q: What is the process for adding and removing authorized resellers/subcontractors? How often during a twelve month period will we be permitted to request these changes? A: The process for adding or removing authorized distributors (resellers) is outlined in Section 4.21.2, <i>Authorized Dealers</i>. The State cannot comment on how often a Vendor is to update their authorized dealers.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
38	Section 5.7 Authorized Dealers and/or Distributors	Q: Will our organizations resellers be expected to submit the thirteen forms listed in Section 5.7? Will third parties also be expected to submit these forms? A: The Bidder/Contractor will be required to submit the all forms for each Dealer/Distributor, prior to the Dealer/Distributor being permitted to perform any work on the Contract.
39	Section 5.11 Procurement Efficiency Program	Q: Article 5.11.D states the need to support the NJSTART Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Would you please provide additional details / requirements for the template for the catalog upload? A: A Marketplace Presence is how your contract/company is represented in the NJSTART Marketplace. It is one way to promote your business to Government Buyers. You will be invited to an onboarding and assigned a Marketing Implementation Specialist that will build out the marketplace presence. You have three options to present your contract: Informational; Itemized; and Punchout. Once you make the selection the specialist will construct and send to you for review. Generally, it will take several weeks to meet, build the marketplace presence and approve.
40	Section 7.1 Indemnification	Q: Would the State be amenable to incorporating a limitation of liability at Contractor's revenue under the contract for the preceding three (3) months? A: The State rejects this proposed modification.
41	Section 7.2.3 Limitation of Liability Options	Q: Would it be permissible to consider an adjustment in the limitation of liability to 100% of the end user contract price giving rise to the liability? A: The State rejects this proposed modification.
42	Section 8.16 Contract Award	Q: After submissions to this proposal have been received on July 10, 2025 how long can organizations expect to wait until receiving award or non-award notifications? A: Notice of Intent to Award will be issued once the evaluation is complete and the intended awardee complies with the Division of Purchase and Property's (Division's) statutes and regulations.
43	Section 8.16 Contract Award	Q: If an OEM submits a direct bid for the State Contract, can an authorized dealer or distributor also submit a separate bid for the same OEM equipment under their contract and still receive an award? A: Yes. Any Bidder that submits a Quote that meets all of the qualifications and specifications of the Bid Solicitation is eligible for an award.
44	Section 8.17.1 Additional Documents (Software Service Agreements, End User License Agreements)	Q: [BLANK] provides critical communication products and services which rely on a host of technical equipment, software and data collected. Given the scope of products included in the product catalog, many of the products require specialized terms and conditions to cover the software licenses, cloud hosting and data privacy concerns, actual use of the equipment, and any applicable restrictions. The State's terms and conditions do not adequately cover the scope of the products and services

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		that will be provided. As a result, [BLANK] has submitted ten addenda that cover the products/services that are most frequently purchased in New Jersey. [BLANK] agrees that the addition of these terms would be subject to the order of precedence listed in the NJ RFP. Will NJ accept the inclusion of the following 10 addenda, whose details can be found at the two links below? 1. Subscription Software Addendum (APX Next and other subscription based products) 2. Mobile Video and Vigilant Addendum (Mobile Video offered as SaaS and LPR) 3. Maintenance and Lifecycle Management Addenda (Maintenance and SUA upgrades) 4. Software License Addendum (applies to any product that uses software) (NJ's RFP has no mention of an actual license) 5. Regulated Services Addendum (for VESTA NXT On Cloud) 6. Drone Service Addendum (for drone related products) 7. Comparison Manager (For image recognition software, part of Vigilant) 8. Data Processing Addendum (this applies to any of our products where we process data) 9. Data License Addendum (for Commercial LPR data that a customer purchases as part of a Vigilant purchase) 10. Transport Connectivity Addendum (BLANK) (Astro Connectivity Services) <u>[BLANK]</u> [BLANK] A: The State is not interested in adding these addendums to the Contract at this time as this is a product only contract. All additional requests will be reviewed on a case-by-case basis. Pursuant to Section 8.17.1, <i>Additional Documents (Software Service Agreements, End User License Agreements)</i>, the Notice of Intent to Award may require that each Bidder who is listed as an intended awardee shall submit any software licensing terms and conditions to the State for review. The intended awardee(s) shall submit any such terms and conditions within ten (10) Business Days of the date of the Notice of Intent to Award. If the intended awardee does not submit any terms and conditions within the specified timeframe, no additional terms and condition will be included as part of the awarded Contract.
45	State of New Jersey Standard Terms & Conditions	Q: Vendor has reviewed the State of New Jersey Standard Terms and Conditions. Our review has helped us to better understand your contractual expectations. Upon award, Vendor will work with the State to negotiate mutually agreeable terms and conditions to meet your requirements. Until such time, Vendor respectfully reserves all contractual rights. A: This is not a question and cannot be answered as posed. There will be no post-Quote opening negotiations or discussions regarding the Contract. Terms beyond those outlined in REVISED T0109 Bid Solicitation 7/23/2025 Section 8.11, <i>Negotiation</i>. Pursuant to REVISED T0109 Bid Solicitation 7/23/2025 Section 3.11, 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. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission. If a Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure.
46	State of New Jersey Standard Terms & Conditions	Q: Vendor does not certify compliance with Buy American, Domestic Material/Preference, or Procurement of Recovered Materials requirements as equipment/software may be foreign end products or substantially transformed outside the U.S. as defined in the Federal Acquisition Regulations. Such products may qualify for an exemption to these requirements. Country of Origin information is available for individual products upon request. A: This is not a question and cannot be answered as posed.
47	State of New Jersey Standard Terms & Conditions Section 3.2 Prevailing Wage Act	Q: Contractor takes exception to State's Prevailing Wage requirements as Contractor has negotiated labor rates with its subcontractors as part of its subcontract agreements in the provision of services proposed A: This is not a question and cannot be answered as posed. Pursuant to the State Standard Terms and Conditions Section 2.13, the Bidders/Contractors 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.
48	State of New Jersey Standard Terms & Conditions Section 3.2 Prevailing Wage Act	Q: Are the labor rates for this bid required to be Prevailing Wage? A: Pursuant to the State Standard Terms and Conditions Section 3.2 The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property. Any work performed under a Contract that is Public Work and / or qualifies under the Act must be performed in compliance with any and all applicable provisions.
49	State of New Jersey Standard Terms & Conditions Section 3.2 Prevailing Wage Act	Q: If a scenario arises under this State contract where the labor rates proposed in our bid conflict with prevailing wage rates applicable to a specific project or end user, does the prevailing wage rate take precedence over the contract rate? Furthermore, how should the Contractor reconcile and manage the difference between the bid rate and the applicable prevailing wage rate in a manner that remains fully compliant with the terms and conditions of the contract? A: Please see response to Question #48.
50	State of New Jersey Standard Terms & Conditions Section 5.4 State's Option to Reduce Scope of Work	Q: Would the State be open to including a specific notice period, such as twenty-one (21) days in advance, or alternatively, to requiring "reasonable" notice for changes in scope? A: The State declines to alter or modify the State Standard Terms and Conditions Section 5.4 <i>State's Option to Reduce Scope of Work</i>.
51	State of New Jersey Standard Terms & Conditions Section 6.1 Price Fluctuation During Contract	Q: Please confirm what justification and/or documentation would be required per section 6.1 of the Terms and conditions document as it refers to section 4.19 of the RFP.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Not all contracts contain Price Lists as identified in REVISED T0109 Bid Solicitation 7/23/2025 Section 4.1. Accordingly the language in the State Standard Terms and Conditions Section 6.1 covers all contracts and is intended to set forth a uniform approach to price adjustments. When a contract such as this contains a Price List, then Compliance with the requirements of the Price List Section of the REVISED T0109 Bid Solicitation 7/23/2025 (4.19) will form the basis for approval and or disapproval of the request.
52	Attachment 2: Bid Solicitation Checklist	Q: There seems to be a conflict between the checklist forms and the main RFP. Please clarify which forms are required. A: The Bid Solicitation Checklist is simply a guide to assist Bidders in the submission of their Quotes. Bidders remain responsible for reading the Revised Bid Solicitation and complying with all the requirements as set forth therein. As stated on the Bid Solicitation Checklist: “THIS CHECKLIST WAS CREATED AS A GUIDE TO ASSIST BIDDERS AND MAY NOT IDENTIFY ALL OF THE DOCUMENTS, FORMS OR OTHER INFORMATION REQUIRED FOR SUBMITTING A COMPLETE AND RESPONSIVE QUOTE. IT IS THE BIDDER’S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE BID SOLICITATION HAVE BEEN MET.”
53	Attachment 3: Bidder Quote Overview Form	Q: Are we able to provide a Response in a separate document and advise on the form to see the other document? Will this incur a loss of points. A: Bidders can include additional pages and or supplement the existing form with any information the Bidder deems relevant. While the State will review the substance of the information, the inclusion of such additional pages and or supplementation will have no effect on the scoring.
54	Attachment 3: Bidder Quote Overview Form	Q: The form references "The information provided below will be used by the State to evaluate a Bidder's Quote with respect to its ability to complete the Scope of Work in accordance with Section 8.15 of the Bid Solicitation." Section 8.15 is not Scope of Work it is Recommendation for Award. Would you please clarify the expectation of response? A: REVISED T0109 Bid Solicitation 7/23/2025 Section 8.15, <i>Recommendation For Award</i>: “After the evaluation of the submitted Quotes is complete, the Procurement Bureau will recommend to the Director for award, the responsible Bidder(s) whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Procurement Bureau.”

#	Bid Solicitation Section Reference	Question (Boded) and Answer
		Accordingly, there will ultimately be a Recommendation for Award that will include an evaluation of the Bidder's "Overall Approach to Successfully Completing the Scope of Work."