



State of New Jersey

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1/30/2023

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation # 23DPP00819
Customer Relationship Management System for Benchmarking, BPU**

Quote Submission Due Date: February 10, 2023 (2:00 p.m. Eastern Time)

Revised Quote Submission Due Date: February 15, 2023 (2:00 p.m. Eastern Time)

Bid Amendment #1

The following constitutes Bid Amendment #1 to the above referenced Bid Solicitation:

- **The Quote Submission Due Date has been extended from Friday, February 10, 2023 to Wednesday February 15, 2023;** and
- This Bid Amendment includes answers to questions.

It is the sole responsibility of the Vendor {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 #23DPP00819
Customer Relationship Management System for Benchmarking, BPU

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: In light of the dangers posed by the COVID-19 virus outbreak and the declaration by the World Health Organization of a global pandemic and Governor Murphy Executive Orders (https://www.state.nj.us/infobank/eo/056murphy/approved/eo_archive.html), which declared both a Public Health Emergency and State of Emergency, 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 the mandatory requirements MUST be posted during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s)."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
5	Section 1.2 - Background	Q: a) Does the Agency own an instance of Portfolio Manager? b) What is the current subscription model? c) What Data interfaces are supported? A: a) The Agency will have a Portfolio Manager account. b) There is no current subscription model as Portfolio Manager Accounts are free. c) The Data interfaces that are supported can be found on EPA's support website: https://portfoliomanager.energystar.gov/webservices/home.jsessionid=DB08BBD3EC5B57F453B533D4D18C870A
6	Section 1.2 - Background	Q: a) What is the Agency's current integration stack? b) Is there a desire to change the current stack and if yes what are the agency's preferences? A: a) The Agency does not have a current integration stack. b) Given that there is no integration stack, the Agency's only preference is that it be Microsoft compatible.
7	Section 1.2 - Background	Q: a) The Agency has expressed a need for the systems to be GIS ready a) Is the agency currently using this data outside of the portfolio manager? b) Is there a desired GIS data format the Agency intends to use? A: a) No, the Agency is not currently using this data outside of Portfolio Manager. b) Addresses must be formatted for use with the NJ Office of GIS geocoding utility (NJ_Geocode) to create GIS point data for building locations. NJ_Geocode Guidelines are posted at https://njgin.nj.gov/njgin/edata/geocoding/index.html The geocoding utility is flexible regarding some components of input formatting. Addresses can be input as one record with the full address, or multiple records with individual address elements such as number, name, type, etc. as specified in the NENA Standard for NG9-1-1 GIS Data Model, NENA-STA-006.1-2018. Addresses can't be PO boxes nor have address ranges, such as 10-16 Main Street. Further information is available at https://njgin.nj.gov/njgin/edata/addresses/#!/ The geocoding utility output provides each full address with proper, consistent formatting. It also provides the confidence level for each address record the geocoding utility returns. Most address records will come back with a high level of confidence, but for those without, the address will have to be verified through another means. Other attributes from the input spreadsheet or database will be retained in the GIS point data attribute (database) table output.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		For all GIS data, formatting must be compatible with Esri software, which BPU utilizes. Esri file geodatabases are preferred, but Shapefiles are also acceptable. The preferred spatial reference for the data should be NJ State Plane, NAD83, but WGS84 is also acceptable. GIS database table formatting for Clean Energy industry content must be in accordance with Federal, State, or internal standards implemented by BPU.
8	Section 2.5 – Optional PreQuote Conference	Q: Is a recording available from the optional pre-quote conference webinar held in December? A: The recording of the Pre-Quote Conference will become available upon request with the award file after the Notice of Intent to Award has been announced. A renewed request should be submitted following receipt of the Notice of Intent to Award letter.
9	Section 3 – Quote Submission Requirements	Q: Is it permissible for a vendor to respond with multiple implementation partners through NJ Start? A: If two or more entities intend to submit documentation as a joint venture, the relationship of the parties should be explained in the Quote submitted by the joint venture. If a bidder intends to utilize subcontractors, then please review Section 3, <i>Quote Submission Requirements</i>, and in particular Subsection 3.13.8, <i>Subcontractor Utilization Plan</i>, Subsection 3.13.8.1, <i>Small Business Subcontractor Set-Aside Contract</i>, for more information. Other sections of the Bid Solicitation may apply, so please sure to review the Bid Solicitation in its entirety.
10	Section 3.13 – Forms, Registrations and Certifications to be submitted with Quote	Q: State provided bid solicitation checklist as separate attachment checking only 6 forms required for submission; however, Section 3.13 of the solicitation document refers to several forms not checked off in the checklist, which document list takes precedence? A: The provided Bid Solicitation Checklist has the forms that are mandatory with the submission of the Bidder's Quote. These documents are also "shall" requirements as identified in the Bid Solicitation section for that document. As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in NJSTART on the "Terms and Categories" Tab within the Vendor Profile. The other forms that are mentioned in Section 3.13 are not mandatory requirements to be submitted with the Quote, the State reserves the right to request the forms from the Bidder. If the Bidder does not comply with the State's request within the requested time period the State may deem the Quote non-responsive.
11	Section 3.13.8 – Small Business Subcontracting Set-Aside Contract	Q: If we are looking for potential vendors to partner with that qualify as New Jersey Small Business Enterprises is there a teaming list? A: There is currently a database to search for Vendors that qualify as New Jersey Small Business Enterprises called the New Jersey Selective Assistance Vendor Information (NJSAVI). The following link can be used to access the database: https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp
12	Section 3.13.8 – Small Business	Q: Is this required as part of a proposal submittal? Do we need to include a small business as a subcontractor?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Subcontracting Set-Aside Contract	A: As per Section 3.13.8, if the Bidder intends to subcontract, they must submit a Subcontractor Utilization Plan and shall take the actions listed therein as a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises. For a Quote that does not include the use of any Subcontractors, and a Subcontractor Utilization Plan is not submitted with their Quote, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.
13	Section 3.19 – Additional Plans	Q: Instead of submitting PDF screenshots of a prototype of the CRM within the Bidder's Quote, can we provide NJ with a login to a Demonstration site of our software product? A: No. The RFP requests, in Section 3.19, that the Bidder, with submission of their Quote, presents an RFP screenshot of a prototype of the proposed CRM System. Submitting a demonstration of any type qualifies as an oral presentation which is not applicable to this procurement as mentioned in Sections 3.27 and 8.5 of this Bid Solicitation.
14	Section 3.23 Resumes	Q: Is it a requirement that we personal information such as names but is it okay if we do not give personal contact information? A: Your company should include the information that it deems sufficient for the evaluation committee to review and make a determination based off of what you have submitted.
15	Section 4 – Scope of Work	Q: If any items require revision or modification following any SAR are those completed items submitted outside of the scheduled review sessions or must they be reviewed at the next available time slot for an SAR? A: The New Jersey Office of Information Technology (NJOIT) circulate notes and action items after each SAR, which the Agency can respond to with any required updates. Depending on the nature of the change, NJOIT may need to hold an additional design session or electronic review, but this isn't very common. This typically only happens when the changes are quite significant and yes, this would require scheduling at the next available time slot for SAR.
16	Section 4 – Scope of Work	Q: There are two hour windows twice per month for Logical and Physical SARs. How far out are these scheduled? How many reviews can be accommodated in each 2 hour window? A: The two-hour Logical SAR (LSAR) meeting accommodates two reviews (one-hour each). NJOIT typically schedules these meetings a few weeks out, but in very busy times, we can be booked two to three meeting dates in advance. The Physical SARs always go out initially as electronic reviews (eReviews), so they take approximately two weeks to process. NJOIT do not meet for a Physical SAR (PSAR) unless the eReview is bringing up more issues than we can effectively manage via email, in which case NJOIT will revert to a meeting, which is a fairly rare occurrence.
17	Section 4 – Scope of Work	Q: How are the cybersecurity requirements tested and how is success defined for the tests?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The vendors must demonstrate via their System Security and Privacy Plan that they have effective controls that either meet or exceed the baseline requirements listed in the Statewide Information Security Manual (SISM). The following link can provide more information: https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf
18	Section 4 – Scope of Work	Q: What are the cybersecurity requirements for the System Architecture Review? A: Please see the Answer for Question 17.
19	Section 4.1.4 – Benchmarking and CRM System Development Timeline	Q: Is there flexibility in the stated go live dates? Pilot, Post Pilot? A: Due to the Benchmarking System being a mandated requirement for the State of New Jersey there is no flexibility in the stated go live dates. The CRM System that shall be available for usage by the SCM for testing, training, practicing, and adapting in order to meet the first program milestone, July 1st, 2023, of sending out mailings to building owners and handling help desk tickets. Other functionality as required by this Bid Solicitation may be changed to a date that is mutually agreed upon between the Contractor and the State.
20	Section 4.1.4 – Benchmarking and CRM System Development Timeline	Q: Section 4.1.4 states that the Contractor shall train up to three (3) BPU Staff on the operation of the CRM solution. What date or project milestone shall this training be completed by? A: Training for the BPU Staff on the operation of the CRM solution shall be by July 1, 2023 when notifications to building owners are sent.
21	Section 4.1.5 – System Pilot Testing Period	Q: Can the Agency clarify the timelines around the start of pilot testing period? Based on section 3.18 the Mobilization period is for 3 weeks, is it the agency's expectations to start the pilot testing within 3 weeks of contract award? Additionally does the pilot testing need to end before July 1st, 2023? A: The Pilot Testing Period is to begin after the Mobilization Plan is completed. The Pilot Testing Period is to be of a period that is no longer than 30 days and is to be completed no later than three (3) weeks prior to the first deadline of July 1, 2023. The pilot test period is to be completed by July 1, 2023.
22	Section 4.1.5 – System Pilot Testing Period	Q: Does this mean that in weeks 4-7 of the project (with Mobilization being weeks 1-3), the SCM must be able to use an out-of-the-box / base install of a CRM? A: By the end of the Mobilization Period there is to be a CRM System that shall be available for usage by the SCM for testing, training, practicing, and adapting in order to meet the multiple needs required by this Bid Solicitation. The CRM System that is created by the Contractor can be any System that the Contractor deems appropriate in order to meet all the required needs mentioned in this Bid Solicitation.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
23	Section 4.1.5 – System Pilot Testing Period	Q: Section 3.18 requires a Mobilization Plan following contract award comprised of ramping up the proper personnel and equipment in a 3 week period. It is understood the Contractor must be able to start work right away and these Mobilization Plans do not provide relief from contract due dates. However, Section 4.1.5 implies the Contractor is expected to provide a fully customized solution ready for testing, training, practice and adapting which meets the requirements of the entire solicitation by the end of the Mobilization Period. The requirements of the solicitation only require notification capability by July 1st and full CRM capability by October 1st. To develop and deliver the entire solution for testing and refining in 3 weeks, even with existing software, requires enormous upfront resources and commensurate expense. Can Contractors propose to meet the July 1st requirements for notifications by the end of the Mobilization Period and run a proper SDLC to modify the software for the remaining CRM functionalities for full submittals NLT September 1st to meet the October 1st deadline? A: No. Notifications need to go out by July 1, 2023. The covered buildings is ready and would just need to be uploaded and a mailing list created. The modification of the software to pull-in and manage Portfolio Manager data can happen by the October 1, 2023 deadline. The system shall be able to handle help desk tickets by July 1, 2023 because once building owners are notified, we expect them to contact the help desk.
24	Section 4.2 – CRM Implementation	Q: a) What is the estimated total number of users and expected external user login frequency/volume (case creation). b) Does the solution need to be FedRAMP compliant? c) Is the list of covered buildings an integration with another system or a Static List of buildings? A: a) The estimated total number of users is three (3) users. The frequency of use will vary seasonally. The time between when the building owners are notified and the submission deadline, approximately three months will be the busiest time. Perhaps two to three times per week during this busy season. b) Third party systems that exchange data with Portfolio Manager are not required to be FedRAMP compliant. c) The covered buildings list is a spreadsheet that is updated every year. No integration is needed, just a method to upload the spreadsheet in to the CRM database.
25	Section 4.2 – CRM Implementation	Q: What is the earliest feasible start date for the implementation? A: The earliest feasible start date would be by the end of the Mobilization Period.
26	Section 4.2.1 – CRM System Functionality	Q: What are the requirements for timing of integrations for Portfolio Manager? Real time, batch, etc. A: EPA has no set timing requirements for third party systems that exchange data with Portfolio Manager. Data can be exchanged with Portfolio Manager

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		on a frequency that best matches a user's needs, such as monthly, daily, or multiple times per day as can be typical with Portfolio Manager web service integration. To provide a high quality of service for all Portfolio Manager users, a rate limit is applied on all Portfolio Manager web service requests. See this FAQ for more information on rate limits for web service providers: https://energystar-mesa.force.com/PortfolioManager/s/article/Rate-limits-for-web-service-requests . As a general best practice, a daily export from Portfolio Manager into the platform would be our recommendation.
27	Section 4.2.1 – CRM System Functionality	Q: Can a Solutions Integrator prime a response, that includes pricing for both services and licenses, but require BPU to procure licenses separately? A: As mentioned in Section 4.2.1, it is required that the Vendor is to obtain all software and licenses that are necessary to perform the actions requested in this contract.
28	Section 4.2.1 – CRM System Functionality	Q: Section 4.2.1 indicates that the Contractor's need to purchase licenses, can the agency quantify the user volume? A: Please see the answer to Question 24.
29	Section 4.2.1 – CRM System Functionality	Q: What channels do you require for Case submission? eg. Phone to case, web to case, etc. A: Channels that are required for case submissions are phone, email, and webform submission.
30	Section 4.2.1 – CRM System Functionality	Q: Will building owners or outside vendors need access to downloaded data sets? A: Yes, third-party research/analytic vendors will need to access the data sets to analyze the data. The vendor will sign an NDA to maintain data security.
31	Section 4.2.1 – CRM System Functionality	Q: Will the data need to be downloaded or sent to specific locations outside the BPU infrastructure? A: Yes, the data will need to be downloaded to pass on to third-party analytic vendors. The vendor will sign an NDA to maintain data security.
32	Section 4.2.1 – CRM System Functionality	Q: Will building owners outside the BPU to have access to the data or any reports? A: No, building owners will only access their own data through their Portfolio Manager account. The reporting function should be able to generate a custom report that describes any QA problems with a Portfolio Manager submission for an owner's building and that report should be sent through e-mail.
33	Section 4.2.1 – CRM System Functionality	Q: Is the intent to provide a reporting dashboard within the help desk application?

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		A: Yes. The reporting dashboard should be available to the help desk personnel as well as BPU personnel to see descriptive statistics of the program, such as compliance and performance statistics.
34	Section 4.2.1 – CRM System Functionality	Q: Will the CRM data export need to go to a specific target location? If so, what is that target location? A: BPU may require a full data export to our servers to satisfy document retention policies. The target location is not currently determined, but the target platform will be Microsoft-based. In addition, BPU needs to update the list of covered buildings every year (e.g., new buildings and demolitions). As such, any additional contact information or corrections made by the Help Desk to the CRM database will need to be sent to a third-party that will be updating the list.
35	Section 4.2.1 – CRM System Functionality	Q: Is the contractor expected to recommend and procure data integration software required for this capability? A: Yes the Contractor is expected to recommend and procure data integration software required for this capability.
36	Section 4.2.1- CRM System Functionality	Q: Is there a need for a full scale data and analytics platform outside of the CRM and Helpdesk application that will in the future allow for GIS data to be used for reporting? A: BPU is required to generate an annual report on the benchmark program. Therefore, the vendor shall include an analytics platform that can do simple data queries, calculate descriptive statistics, and generate charts that would feed into the annual report. Although BPU is not currently required to report the benchmarking performance data on a GIS tool, ideally the analytics platform should support a GIS tool or if not, that the vendor shall add a GIS capability to the platform.
37	Section 4.2.1- CRM System Functionality	Q: Do the custom reports need to be emailed or sent electronically to any building owners or outside third party? A: Yes the custom reports will need to be emailed or sent electronically to any building owner or outside third party. With the custom reports, third-party analytics vendors would need descriptive statistics across the portfolio of buildings. Building owners would only see a report on their own building(s) for QA purposes.
38	Section 4.2.1- CRM System Functionality	Q: Will there be a need to import and add third party data not identified now, to any custom reports? A: There are currently no plans to import and add third party data not identified to custom reports. The need may arise for geographic overlays, such as identifying the utility territory or county for a building based on address, but that is not a part of the current procurement.
39	Section 4.2.1- CRM System Functionality	Q: Does the contractor need to have a person dedicated to building reports throughout the contract period?

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		A: It is up to the Contractor's discretion if they believe it is their best interest to provide a dedicated person to building these reports.
40	Section 4.2.1 – CRM System Functionality	Q: The contractors need to purchase licenses, can the agency quantify the user volume? A: Please see the answer to Question 24.
41	Section 4.2.1 – CRM System Functionality	Q: Can the agency elaborate on this need (workflow efficiencies) and provide a description of the current workflows? A: Since benchmarking is new for New Jersey, there are no current workflows. The efficiencies are needed for a small staff to respond to thousands of building owners. The list of buildings exceeds 25,000, which means the Agency and the Help Desk are potentially communicating with tens of thousands of building owners. Automation, template/canned response letters, and other efficiencies are necessary.
42	Section 4.2.1 – CRM System Functionality	Q: Document storage: a) Can the agency provide details around the current document storage platform that is being used? b) Does the agency intend to change this? A: a) Since benchmarking is a new program, BPU has no current document storage platform for CRM-like databases. BPU currently stores legal documents in pdf format, which are stored in various NJ-OIT servers, which are Microsoft platforms. b) There is currently no intention for the Agency to change this.
43	Section 4.2.1 – CRM System Functionality	Q: Appeals and Exemptions: Is this currently integrated with other external systems or will this be completely managed in the new CRM system? A: Exemptions should be entirely managed in the new CRM system. The workflow should include intake of an exemption request, processing requests, elevating certain requests to the Agency for final arbitration and replying to the requestor.
44	Section 4.2.1 – CRM System Functionality	Q: Section 4.2.1 mentions three data sets that will be managed in the Benchmarking solution. a) Do these data sets exist today, or will they be created as part of the solution (some or all three)? b) If existing, what interface will be used to access these data sets? A: a) The covered buildings list exists today, but an important service of the CRM will be to edit the contact information for each record. The Portfolio Manager database will be created by the Environmental Protection Agency as building owners share their data with BPU. The third data set would be created within the CRM system as customers contact the help desk. b) BPU will use the data sharing methodology within Portfolio Manager to access Portfolio Manager data. Therefore exporting the data from Portfolio Manager to the CRM system should be done through the Web Services API.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
45	Section 4.2.1 – CRM System Functionality	Q: a) Is Knowledge Management a part of the expected design and build of the CRM solutions? If so, what Knowledge Management do you have today? How many articles exist today? b) What media is included in the articles (PDFs, video, links, etc.)? c) Do you have plans to use the new Knowledge Management to drive automation (next best article, etc.)? A: a) Yes, Knowledge Management is part of the expected design to the extent that automated responses should be developed and made available to respond to frequent questions and frequent Portfolio Manager errors. b) The media that is included in the articles are pdfs, which may include hyperlinks to videos. c) There is no immediate plan to use the new Knowledge Management to drive automation.
46	Section 4.2.1 – CRM System Functionality	Q: What is the purpose / need served by "Query system to explore and download subsets of the data"? A: The purpose is to analyze the data. Board of Public Utilities staff would like to analyze the energy benchmarking scores of the buildings (e.g., which cities are performing well, does building age impact the benchmark score), as well as analyze the performance of the help desk (e.g., how fast are queries being answered and resolved, what type of queries are coming in).
47	Section 4.2.1 – CRM System Functionality	Q: In addition to "open and close a help desk ticket to track calls and e-mail inquiries" - is there a requirement for BPU to be able to report on Help Desk performance, e.g., response times, resolution times, etc.? A: Yes there is a requirement for BPU to be able to report on Help Desk performance.
48	Section 4.2.1 – CRM System Functionality	Q: Is this section incomplete in its wording as it is written, the sentence ends with an "and". Document - T3139 Bid Solicitation 12.1 , section 4.2.1, 9. Custom Reports? A: This Section is complete.
49	Section 4.2.1 – CRM System Functionality	Q: For the expected telephony experience – a) Do you need a simple CTI integration or the full, integrated telephony experience with omni channel functionality? b) What specifically is meant by "GIS ready?" c) How are you planning to open tickets? d) Do you need a full authenticated self-service experience?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		e) Does this system need be to be available 100% of the time, 24/7? And if yes, please explain the need? f) How will the utility data be provided? g) Is this an integration of a 1 time load? h) Do users need to be able to create robust dashboards from benchmarking dashboards, or simply consume them? And what type of analytics are needed? A: a) It will be up to the Bidder to propose a CTI or Omni Channel solution. b) For all GIS data, formatting must be compatible with Esri software, which BPU utilizes. Esri file geodatabases are preferred, but Shapefiles are also acceptable. The preferred spatial reference for the data should be NJ State Plane, NAD83, but WGS84 is also acceptable. GIS database table formatting for Clean Energy industry content must be in accordance with Federal, State, or internal standards implemented by BPU. c) The Bidder should propose a system to manage tickets. d) Yes, BPU Staff should have log-in credentials. e) The help desk shall be open 9-5 EST. The CRM should be available to query during normal work hours. f) The utility data will be downloaded from EPA's Portfolio Manager database through Web Services. g) BPU does not understand this question. What is the pronoun "this" referring to? The telephony experience? Utility data? h) Mostly BPU staff will rely on the dashboards. Occasional custom queries are expected. Benchmarking performance analytics will likely be looking at the performance of sub-populations (by geography, by building characteristics). Custom analytics of the performance of the Help Desk are less likely.
50	Section 4.2.1 – CRM System Functionality	Q: The RFP indicated the ability to export mailers for US Postal Direct Mail. Is it ok to export a list of addresses for the mailing processing vendor? We've found that mailer companies typically prefer an Excel file and Word document for mail merge vs. individual PDF print outs. A: Yes, it is ok to export a list of addresses for the mailing processing vendor.
51	Section 4.2.1 – CRM System Functionality	Q: Does the state have a building owner report submittal compliance rate it is targeting? A: The State does not have a specific compliance rate target but does want to track and improve the compliance rate over time.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
52	Section 4.2.1 – CRM System Functionality	Q: a) How often does NJ estimate that the vendor would need to provide custom reports with charts and graphics that can be uploaded to NJ's website? b) What format do these graphics need to be in? c) Can you provide examples of the program performance metrics that NJ would want to display online? A: a) BPU Staff will generate an annual program report. Staff or a third-party analytic vendor shall request custom tables and charts to populate the annual status report. BPU may ask for custom reports at any given time during the life of this Contract. b) The format will need to be created to meet that specific requirement, most likely pdf or Microsoft chart and table objects. c) Please see sample annual status reports from the following jurisdictions: Chicago, IL Montgomery County, MD Portland, OR
53	Section 4.2.1 – CRM System Functionality	Q: In Section 4.2.1 paragraph 5.ii the CRM database should house Portfolio Manager Data from the EPA's website. Is the vision that the building owner will enter this information into the CRM or is there an existing or desired need for an Application Program Interface (API) or CSV upload (or similar automated information exchange) to automatically download this information into the CRM? A: The vision is that the building owners will enter building information and utility data directly into Portfolio Manager. The building owner will share the data with BPU, which in turn will allow the vendor to download the data from EPA onto their CRM servers.
54	Section 4.3 – Help Desk	Q: What is the expected contract terms for running the helpdesk? Hourly rate, by contact, etc.? A: The Vendor is expected to staff, operate, and maintain the Help Desk throughout the life of this contract. Contractual requirements about the Help Desk can be found in Section 4.3. The Bidder should take note that Priceline 4 of the State-Supplied Price Sheet asks for the Bidder to present an annual price for the Help Desk for Years 1-3.
55	Section 4.3 – Help Desk	Q: Does you already have contact center infrastructure - CCaaS/Telephony, Workforce Management (WFM), quality management, surveys, etc. - or do you need the partner to provide all of these services/technologies? A: BPU currently utilizes our Avaya VoIP platform for telephony and call center requirements, but this RFQ does not require the use of this platform. The vendor

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		shall provide all the services and technologies to support the help desk and meet the requirements mentioned in this RFP.
56	Section 4.3 – Help Desk	Q: Will NJ provide a full-time resource to liaison with the contact center management team? A: Yes. BPU will designate one staffer to be the primary contact with the Help Desk team. However, that staffer will have BPU duties besides benchmarking.
57	Section 4.3 – Help Desk	Q: What is the expected timeframe for the helpdesk management contract? One year, three years? A: The Vendor is expected to staff, operate, and maintain the Help Desk throughout the life of this contract.
58	Section 4.3 – Help Desk	Q: Are there any requirements for the Help Desk to be located in New Jersey? A: There are no requirements for the Help Desk to be located in New Jersey. However, the Help Desk must be located within the United States.
59	Section 4.3 – Help Desk	Q: Does the Help Desk need to be a physical contact center - or can remote / work-from-home agents be acceptable? A: The Help Desk does not have to be a physical contact center. Remote/Work-from-home agents are acceptable.
60	Section 4.3 – Help Desk	Q: Does the RFP include the expectation that the vendor sets-up, staffs and manages the helpdesk? A: Yes. As mentioned in Section 4.3 – Help Desk, it is the expectation of the Vendor to set-up, staff, and manage the operations and maintenance of the Help Desk throughout the life of the Contract.
61	Section 4.3 – Help Desk	Q: a) What features does the agency desire for the Help Desk? (for example, call transcription or live agent chat) b) What is the expected volume of the Help Desk support users? (please specify over what period of time... for example, daily, weekly or monthly anticipated users) A: a) Live agent chat is not needed. Call transcription should be an included feature. b) The expected volume for the Help Desk is difficult to define. BPU estimates that each year there will be a covered building list of 20,000 – 30,000 buildings along with at least 1,000 appeals and requests for exemptions each year. The compliance rate for the initial year is expected to be low (<50%). As a result, the number of appeals and requests for the first year is likely to be lower than 1,000.
62	Section 4.3 – Help Desk	Q: Help Desk shall have staff to answer questions from program participants on Portfolio Manager" - Why would building owners not ask

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Portfolio Manager questions directly to the EPA, which we understand to be the provider of the Portfolio Manager tool? A: EPA has extensive video and text resources, but does not offer a telephone-based help desk. BPU Staff expects some building owners will want to speak to a live person for specific questions about Portfolio Manager or NJ's specific benchmarking policy and rules.
63	Section 4.3 – Help Desk	Q: The Contractor shall train the Help Desk staff on Portfolio Manager and NJ's Benchmarking Program." -- so the contractor is expected to become a Subject Manager Expert on the EPA's Portfolio Manager tool and a Subject Manager Expert on the NJ Benchmarking Program? A: Yes BPU is expecting the Contractor to be proficient on the EPA's Portfolio Manager tool and also a Subject Manager Expert on the NJ Benchmarking Program.
64	Section 4.3 – Help Desk	Q: The Contractor should also have a working understanding of BPU EE programs so as to be able to knowledgeably connect potential applicants to the NJCEP help desk" -- Is this for Contractor to ensure BPU Help Desk staff to know enough about EE programs to be able to refer them to talk to this other help desk? A: The Help Desk staff should have a cursory understanding of NJ's Energy Efficient (EE) programs. For example, the Help Desk Staff should be familiar with and be able to differentiate among the core commercial and multi-family programs. They should also be able to direct the caller to the correct utility and the utility's EE program website.
65	Section 4.3 – Help Desk	Q: Can you provide a more specific number of buildings we should estimate versus 20,000 or 30,000? The number of buildings will significantly impact the help center support requirements. A: The provisional covered buildings list is near 30,000. However, NJ expects fairly low compliance for the initial year or two, and therefore cannot give a good estimate of the number of building owners who will be benchmarking the first year.
66	Section 4.3 – Help Desk	Q: Should we only quote Help Desk from June 1-December 31, or should we assume support will be required after December 31 as well? A: The operations, staffing, and maintenance of the Help Desk is the responsibility of the Vendor throughout the life of this Contract. The Bidder should present a Quote that reflects this requirement. Priceline 4 of the State-Supplied Price Sheet allows for the Vendor to present a <u>firm-fixed annual pricing</u> for 12 months of service. However, the bidder may assume that call volume will decrease significantly during the "off-season" which is January 1, 2024 to March 30, 2024 for the first year and then October 1 to March 30 in subsequent years.
67	Section 4.3 – Help Desk	Q: Are there any expectations related to broader program design and management beyond Help Desk? This may include items such as program Content development, Mass communication distribution, Website design or support, Webinars or community training, Outreach.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Currently there are no other expectations related to the broader program design and management beyond what is specified for the Help Desk. However, after the contract is awarded, BPU Staff welcomes a dialogue with the Help Desk to improve program compliance and improve the experience for the building owners.
68	Section 4.4 – Operations and Maintenance	Q: Does the State have a target annual budget for the CRM software and help center services? A: The State does not have a target annual budget.
69	Section 5.4 – Ownership of Material	Q: In the Bid Solicitation Section 5.4.E (Ownership of Material, Work Product: Custom Software) on page 19, we agree the State owns all “work made for hire” but would put forward such work of the Contractor could be useful in other NJ programs and those of other states and municipalities. We feel it would be reasonable to grant back license of such work to the Contractor. Would the State consider the following edits (in red) of this section: A. Work Product; Custom Software “The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. The State agrees to grant a perpetual, worldwide, exclusive, transferable, sublicensable and royalty-free license back to the Contractor to use software and other intellectual property developed or acquired by the Contractor under this Agreement. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor’s terms.
70	Section 5.9 – Quarterly Sales Reporting and Supplier Convenience Fee	Q: Is Section 5.9 relevant to this solicitation, and if so, can the agency please elaborate on the need for this requirement? A: The following is now a required part of all contracts by law following the adoption of N.J.A.C. 17:12-1.5 on September 1, 2022.
71	Section 6.4 – Security Awareness and Training	Q: Who does this cover exactly? Only personnel provided by the Contractor for delivery of the Contract requirements? E.g., Help Desk personnel are included, as are CRM developers and other technical staff? A: Section 6.4 (Security Awareness and Training) only applies to the Contractor themselves, and any personnel provided by the Contractor. The Agency has their own State-defined requirements that they abide by.
72	Section 6.4 – Security Awareness and Training	Q: Does this include training for BPU Staff? A: Please see the Answer for Question 71.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
73	Section 7.2.1 – Professional Liability Insurance	Q: Would the State consider the following modification for clarity? “Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$2,000,000 per claim. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.” A: The State declines to accept the proposed modification. The State will not limit its options in the event a change arises requiring a modification during the performance of the Contract.
74	Section 8.16 – Contract Award	Q: When does the State anticipate award of the contract? A: The State seeks to make the award as soon as reasonably possible following the evaluation process outlined in Bid Solicitation Section 8.9, Evaluation Criteria. Once the evaluation of the submitted Quotes is complete, the Procurement Bureau will recommend to the Director for award, the responsible Bidder whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Procurement Bureau. A Notice of Intent to Award letter will be issued to all parties announcing the selected vendor(s).
75	State-Supplied Price Sheet	Q: Please explain the difference between Part A: CRM System - Development, Testing, and Implementation and Part B: CRM- Software Customization A: For <i>Part A: Priceline 1, CRM System – Development, Testing, and Implementation</i> the Vendor is to present a firm fixed price for Years 1 only for the development, testing, and implementation of the proposed CRM System. For <i>Part B: Priceline 6 – Software Customization</i>, the Vendor is to present their hourly rate that the State will be charged for any customizations to the software that is requested by the State after the implementation and approval of the CRM System by the State.
76	New Jersey State Standard Terms and Conditions (SSTC) – Section 2.13 Compliance Laws	Q: As it relates to SSTC section 2.13 Compliance Laws, can you confirm what rules and regulations are applicable for this solicitation? A: The question is unanswerable as asked. To the extent any law relates to the performance of the Contract, then that law or regulation would apply, and the Contractor must comply with that law.
77	New Jersey State Standard Terms and Conditions (SSTC) – Section 3.7 – Service Performance Within U.S.	Q: Would the state be open to allowing any work being conducted offshore? A: Pursuant to N.J.S.A. 52:34-13.2, a contract primarily for services shall be performed within the United States. This would exclude services being performed in other countries regardless of their location. Performing work

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		outside the United States shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions.
78	New Jersey State Standard Terms and Conditions (SSTC) – Section 4.2 Indemnification	Q: Would the State consider narrowing indemnification clause to third party claims arising from death, bodily injury, damage to tangible property and intellectual property infringement? A: The State does not accept the proposed modification. The State declines to limit its potential risks beyond those outlined in the Bid Solicitation.
79	New Jersey State Standard Terms and Conditions (SSTC) – Section 4.2 Insurance	Q: Would the State consider modifying the language to include "any hired and non-owned" since we do not own any automobiles and the Automobile liability insurance only covers hired and non-owned automobile used by the insured? Automobile Liability Insurance which shall be written to cover "any hired and non-owned automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property?" A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
80	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.7 Termination of Contract	Q: Would the State allow a cure period sufficient to address the default by deleting the following? "C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and" A: The State declines to accept the proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
81	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes "Definitions. "Deliverables" means, for purposes of this SI Addendum, items identified in the Contract for delivery in connection with the systems implementation services described in the Contract ("SI Services"). A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
82	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes Definitions: "Vendor Property" includes, without limitation, (i) any connectors or tools created by

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		VENDOR to move data; (ii) as between Vendor and the State, any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, any Third-Party Materials that result from the SI Services, subject to the rights of the provider of such Third-Party Materials; (iii) components, programs, systems, analysis, frameworks, documentation, drawings, configuration techniques and specifications, owned by or licensed or leased to VENDOR or VENDOR's affiliates or related entities, and any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, the same. "State Materials" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information, that in each case is owned by or licensed or leased to the State (including any Third-Party Materials), to which VENDOR is provided with access in connection with the SI Services and that may be used by VENDOR in providing the SI Services and Deliverables pursuant to the Contract. "System Configuration" means Third-Party Materials as configured by the SI Services. "Third-Party Materials" means third-party hardware, software, and other third-party items used by or provided to VENDOR in connection with the SI Services. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
83	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Use of State Materials and Acceptance: a. With respect to any State Materials to which VENDOR is provided with access in connection with the SI Services, the State hereby grants to VENDOR a non-exclusive, transferable, sub-licensable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, and transmit such State Materials to the extent necessary for VENDOR to provide the SI Services to the State. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
84	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Use of State Materials and Acceptance: Upon delivery of a Deliverable or System Configuration to the State, the State shall review the Deliverable or System Configuration in accordance with any acceptance procedure and within

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. The State may reject the Deliverable or System Configuration within the applicable acceptance period by providing to VENDOR a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the Contract (the "Specifications"). A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
85	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: In follow-up to the previous question: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Use of State Materials and Acceptance, where to be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the VENDOR point of contact specified in the Contract or otherwise identified to the State in writing by VENDOR. VENDOR shall then conform the Deliverable or System Configuration to the Specifications and resubmit it to the State for review and acceptance in accordance with this Section 2(b) ("Work-Out Period"). This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System Configuration has not met the Specifications after three Work-out Periods, then (unless the Parties otherwise mutually agree in writing), (i) the Contract will automatically terminate upon the expiration of the final Work-Out Period, (ii) VENDOR will promptly provide the State with a refund of any amounts paid by the State for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) the State will promptly return such Deliverables or System Configuration to VENDOR. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired without VENDOR receiving an effective Rejection Notice, or when the State uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable or System Configuration) in a production environment, whichever occurs first. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
86	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: In follow-up to the previous question: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Use of State Materials and

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		Acceptance, where: c. This Section 2(c) shall only apply, and in lieu of Section 2(b), if the Contract specifies that the engagement will employ an agile development methodology. Upon delivery of a Deliverable or System Configuration to the State for each sprint, the State shall review the Deliverable or System Configuration in accordance with the stakeholder feedback and work stream alignment detailed in the Contract or in writing by the parties at the sprint planning sessions and any acceptance procedure and within any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. The State will participate in sprint planning sessions at the start of each sprint to agree upon priorities of tasks in the backlog to be completed in the next sprint. The State will participate in sprint retrospective sessions at the end of each sprint to review the work that was completed and may reject the Deliverable or System Configuration within the applicable acceptance period by providing to VENDOR a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the Contract or as requirements agreed at the sprint planning sessions and work stream alignment (the "Specifications"). A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
87	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: In follow-up to the previous question: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor. This includes, Use of State Materials and Acceptance, where To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the VENDOR point of contact specified in the Contract or otherwise identified to the State in writing by VENDOR. VENDOR shall then conform the Deliverable or System Configuration to the Specifications before the next sprint, or during the next sprint as mutually agreed, and resubmit it to the State for review and acceptance in accordance with this Section 2(c) (the "Work-Out Period") either before the next sprint, or after the next sprint as mutually agreed. This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System Configuration has not met the Specifications after three Work-out Periods, then (unless the Parties otherwise mutually agree in writing), (i) the Contract will automatically terminate upon the expiration of the final Work-Out Period, (ii) VENDOR will promptly provide the State with a refund of any amounts paid by the State for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) the State will promptly return such Deliverables or System Configuration to VENDOR. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired, or the next sprint begins, without VENDOR receiving an effective Rejection Notice; or when the State uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable

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		or System Configuration) in a production environment, whichever occurs first. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
88	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Warranties and Disclaimers: Where vendor warrants to the State that, for a period of ninety (90) days after acceptance thereof, the System Configuration as delivered by VENDOR will conform to its Specifications in all material respects; provided that VENDOR's warranties and obligations under this Section 3(a) shall not apply to the extent the non-conformity arises out of (i) use of the System Configuration other than in accordance with applicable documentation or instructions,(ii) any alteration, modification, or revision of the System Configuration not expressly authorized in writing by VENDOR, or (iii) the underlying State Materials (including any updates and upgrades thereto). Any claim for breach of VENDOR's warranties set forth in this section or any other claims for breach of warranty with respect to the System Configuration's failure to conform to its Specifications in all material respects must be made by written notice to VENDOR within ninety (90) days after acceptance of the System Configuration. With respect to any circumstances alleged to give rise to such a breach of warranty, the State's exclusive remedies, and VENDOR's entire liability, shall be, at VENDOR's option, (i) the repair and replacement of the System Configuration or (ii) the refund to the State of the amount paid to VENDOR for the non-conforming System Configuration; provided that the State shall promptly return to VENDOR all Deliverables to which the refunded amounts relate and shall have no further right to use the System Configuration or any such Deliverables in the System Configuration or otherwise. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
89	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Warranties and Disclaimers: The State represents, warrants and covenants to VENDOR that (i) the State has obtained all consents, permits, licenses, and other approvals required (if any) for VENDOR to perform the SI Services and to use the State Materials in accordance with the license granted in Section 2(a), (ii) VENDOR's exercise of its rights under Section 2(a) with respect to State Materials, excluding Third-Party Materials, will not infringe, misappropriate, or otherwise violate the rights of any third party, or violate any applicable law, rule, regulation, or other official government release,

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		and (iii) the State will use the System Configuration in accordance with applicable law. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
90	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Warranties and Disclaimers: EXCEPT AS EXPRESSLY STATED IN THIS SECTION 3, VENDOREXPRESSLY DISCLAIMS ANDMAKES NOWARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SI SERVICES, STATE MATERIALS (INCLUDING THIRD-PARTY MATERIALS), DELIVERABLES, SYSTEM CONFIGURATION, OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, OR THE APPROPRIATENESS OF STATE OR THIRD-PARTY SPECIFICATIONS. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
91	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Warranties and Disclaimers: Where she SI Services may include providing assistance to the State with the State's procurement of Third-Party Materials. Unless otherwise expressly stated in the Contract, the State will license or purchase such Third-Party Materials directly from the vendor or reseller (which may be an affiliate of VENDOR). The State retains sole responsibility for compliance with the license terms governing such Third-Party Materials, the selection of such Third-Party Materials, and, unless the Contract expressly specifies otherwise, the payment therefor. If VENDOR agrees in the Contract to provide any Third-Party Materials, such THIRD-PARTY MATERIALS ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY FROM VENDOR, with the exception of any manufacturers "or licensors" warranties which VENDOR is able to arrange for the State's benefit. VENDOR and its subcontractors reserve the right to retain ancillary benefits, including credits, rebates, or referral fees, they may receive relating to such Third-Party Materials, regardless of whether the State pays for such Third-Party Materials directly, on a passthrough basis, or otherwise. The State agrees that the retention of such benefits shall not constitute a conflict of interest. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
92	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum (“SI Addendum”) that would amend the appended agreement (“Contract”) by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Deliverables: VENDOR shall own all right, title and interest in and to any Deliverables or System Configuration produced under this SI Addendum, including any modifications, enhancements, improvements, or derivative works of any State Materials, whether developed by or on behalf of VENDOR solely or both parties jointly, but not any State Materials as they exist prior to the performance of the SI Services. Upon full and final payment by the State of all amounts due under the Contract, VENDOR hereby grants to the State a perpetual, non-exclusive, non-transferable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, distribute, display, and perform the Deliverables or System Configuration, solely for the State’s own internal business purposes and subject to any other restrictions specifically set forth in the Contract. Except as expressly provided in this Section 4, the State may not sell or license, sublicense, assign, or transfer, in whole or in part, the Deliverables or System Configuration, including any VENDOR Property contained therein. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor’s terms.
93	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum (“SI Addendum”) that would amend the appended agreement (“Contract”) by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Deliverables: Notwithstanding anything herein or in the Contract which may be construed to the contrary, the State agrees that nothing in this SI Addendum or the Contract shall prevent VENDOR from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the SI Services performed under the Contract that are not unique to the State (collectively, “Residual Knowledge”) to perform similar services and develop similar work product, results, or technology as that performed and developed under the Contract. VENDOR reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in the Contract. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor’s terms.
94	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum (“SI Addendum”) that would amend the appended agreement (“Contract”) by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Changes and Adjustment Events: a. The parties acknowledge and agree that the occurrence of any of the following events (each, an “Adjustment Event”)

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		may require an extension in the schedule, modification of the scope of the SI Services, and/or increase in the fees and expenses set forth in the Contract: (i) a failure by any of the State Parties and/or their vendors to perform any of their respective responsibilities in a timely manner, including the supply to VENDOR of Third-Party Materials or adequate resources and information; (ii) any assumption in the Contract not being fully realized; or (iii) the State's failure to timely obtain pursuant to Section 3(b) or (c) (as applicable) all of the consents, permits, licenses, and other approvals necessary for VENDOR to provide the SI Services. In the event an Adjustment Event occurs or the parties agree to change the scope of SI Services, the parties agree to amend the Contract to reflect such change. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
95	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.14 – Contract Amendment	Q: Would the state be open to adding a Systems Implementation Addendum ("SI Addendum") that would amend the appended agreement ("Contract") by and between the State and the vendor, where any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). This includes, Changes and Adjustment Events: Notwithstanding Section 5(a) above, if any delays or deficiencies in the SI Services, or with respect to the Deliverables or System Configuration, occur as a result of an Adjustment Event, the scheduled completion date under the Contract for the affected SI Services, Deliverables, and/or System Configuration shall be extended to the extent of any such delays or deficiencies, and VENDOR shall not incur any liability to the State as a result of such delays or deficiencies. A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
96	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.23 - Confidentiality	Q: Would the State consider the below revision to narrow the definition of confidentiality? "C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State" A: The State does not accept the proposed modification. The proposed definition of State data is too narrow.
97	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.23 - Confidentiality	Q: Would the State consider the below revision to expand where we may be required to provide State Confidential Information? "G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law or as required under applicable professional standards, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and" A: The State does not accept the proposed modification. The protection of the State's data and these contract terms may not be modified by professional standards.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
98	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.23 - Confidentiality	Q: Would the State consider the below revision to expand where we may be required to provide State Confidential Information? “H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party’s Confidential Information: (i) if directed to do so by a court or arbitrator of competent jurisdiction; or (ii) pursuant to law or a lawfully issued subpoena or other lawful document request: (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G). (iii) in the case of Contractor, if disclosure is required under applicable professional standards.” A: The State does not accept the proposed modification. The protection of the State’s data and these contract terms may not be modified by professional standards.
99	New Jersey State Standard Terms and Conditions (SSTC) – Section 5.23 - Confidentiality	Q: Can we add the language below to address retaining documents and latent data? “Notwithstanding the foregoing or any contrary provision, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph. ” A: The State does not accept the proposed modifications. Records retention is established by statutory and regulatory law, and may not be modified by professional standards.
100	New Jersey State Standard Terms and Conditions (SSTC) – Section 7 – Terms Relating to all Contracts Funded, in Whole or in Part, By Federal Funds	Q: Can you confirm if this contract will be federally funded? A: This contract is 100% federally funded.