



State of New Jersey

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10/30/2023

To: All Interested Vendors {Bidders}

**Re: Bid Solicitation # 23DPP00818
T3053 - DoAS Care/Case Management System (C/CMS)**

**Quote Submission Due Date: January 12, 2024 (2:00 p.m. Eastern Time)
2nd Electronic Question and Answer Period: November 15, 2023 (2:00 p.m. Eastern Time)**

Bid Amendment #3

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

This Bid Amendment includes:

- Answers to electronic questions submitted during the first electronic Question and Answer period;
- Please note that "Attachment 1 – State on New Jersey Standard Terms and Conditions 5.11.2023" has been deleted and replaced with "Attachment 1 – State of New Jersey Standard Terms and Conditions (6/21/2023) 10/30/2023";
- Please note that "Attachment 2 – Standard Procurement Forms Packet 5.11.2023" has been deleted and replaced with "REVISED Attachment 2 – Standard Procurement Forms Packet 10/30/2023";
- Please note that revisions have been made to "Exhibit 3 – Requirements Traceability Matrix RTM 5.11.2023". Please refer to "REVISED Exhibit 3 – Requirements Traceability Matrix RTM 10/30/2023";
- Please note that there has been an addition of "Exhibit 5 – SAMS Reports List 10/30/2023"; and
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation, please refer to the Revised Bid Solicitation entitled "T3053 REVISED Bid Solicitation 10/30/2023". The following revisions are included in the Revised Bid Solicitation:
 - Section 3.12, *Quote Content*, revised;
 - Section 3.13.9, *Pay to Play Prohibitions*, deleted;

- Section 3.26.1, *Use of “No Charge” on the State-Supplied Price Sheet*, addition;
 - Section 3.27, *Oral Presentation*, revised;
 - Section 4.2.1 *Intake and Maintenance of Individual Records*, Table 1, INT025, revised;
 - Section 4.2.3, *Case Management & Service Delivery*, Table 3, CMT014, revised;
 - Section 4.2.8, *System Administration Requirements*, Table 8, revised;
 - Section 4.2.9, *General Requirements*, Table 9, revised;
 - Section 4.3.11, *Interface Plan*, Table 11, revised;
 - Section 5.4, *Ownership of Material*, revised;
 - Section 5.8, *Electronic Payments*, revised;
 - Section 6.25, *Threat Management*, revised;
 - Section 7.1.1, *Professional Liability Insurance*, revised;
 - Section 8.14, *Poor Performance*, revised;
 - Section 8.16, *Contract Award*, revised;
 - Section 9.1, *Crosswalk*, deleted and replaced in its entirety;
 - Section 9.2, *Definitions*, revised; and
 - Section 9.3 *Using Agency Specific Definitions/Acronyms*, revised.
- **The second electronic Question and Answer period will be received until 2:00 p.m. Eastern time on November 15, 2023.** Questions that will be considered will be limited only to subject matter related to the following:
 - The revisions to the Revised Bid Solicitation Sections listed above, refer to “T3053 REVISED Bid Solicitation 10/30/2023”;
 - Attachment 1 – State of New Jersey Standard Terms and Conditions (6/21/2023) 10/30/2023;
 - The revisions to the revised Exhibit 3 – Requirements Traceability Matrix RTM, refer to “REVISED Exhibit 3 – Requirements Traceability Matrix RTM 10/30/2023”; and
 - Exhibit 5 – SAMS Reports List 10/30/2023.

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

It is the sole responsibility of the 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 #23DPP00818
DoAS Care/Case Management System (C/CMS)

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 mandatory requirements MUST be posed during the Electronic Question and Answer

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s)."
5	Section 1.1: Purpose and Intent	Q: Is DoAS open to utilizing cloud-based SaaS solutions, such as Salesforce or MS Dynamics 365, for the Care and Case Management System, provided that these services are procured and managed by the State A: Yes. The Bidder should propose a solution that best meets the needs for the Care/Case Management system as described in this Bid Solicitation.
6	Section 1.2: Background	Q: How many of the interfaces listed on page 3 (Figure 2) are currently exchanging data with your existing COTS product? Can you identify them? A: Figure 2 on page 3 illustrates all of the various known interfaces that currently exchange data with the Care/Case Management system.
7	Section 1.2: Background	Q: A. Are all AAAs located within the same facilities as the CWAs? B. Do all AAAs follow the same standard operating procedures (SOPs) as established by the DoAS? A: A. AAAs are often not located within the same facility as the CWA. B. AAAs are required to follow certain policies and procedures outlined by DoAS, in addition to county-specific policies and procedures that they must adhere to.
8	Section 1.2: Background	Q: A. Figure 2 shows no connection between the System and the Integrated Eligibility System (IES). Is this accurate? B. Will the C/CMS System interface with the IES? INT018 indicates that they should interface - 'Allow user to interface with the Integrated Eligibility System (IES).' Table 11 indicates an interface as well. A: There is currently no connection between the System and the IES. B. Yes. There is an expectation that the new C/CMS System that is proposed by the Bidder will interface with the IES system.
9	Section 1.2: Background	Q: Does DHS/DoAS currently hold enterprise licenses or subscriptions for Salesforce, MS Dynamics 365, or other cloud/SaaS/software products that they plan to provide as part of their cloud services for this project? If additional licenses or subscriptions for software products are required for the new C/CMS solution, will DHS/DoAS be responsible for procuring these as part of their cloud services provision?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: No. DHS/DoAS does not currently hold licenses or subscriptions for software products that are listed above, or those that are planned to be a part of this project. The Bidder should propose, as part of their Quote, a software service that can meet the requirements of this Bid Solicitation. DHS/DoAS will not be responsible for procuring such licenses or subscriptions for these software services listed, or for any software services similar to those listed. Price Line Item 9 on the State-Supplied Price Sheet allows for Bidders to present their pricing for software licenses or subscriptions that the Bidder will use as part of this procurement.
10	Section 1.2: Background	Q: In addition to the 7 Business Units listed on pp. 4-5, are there any other stakeholder groups that will use the system? A: There may be additional stakeholder groups that will use the system in addition to those Business Units that are listed in this Bid Solicitation. The additional stakeholders that may use this system will be based off of any additional programs and/or services that DoAS may add in the future.
11	Section 1.2: Background	Q: What is the format of the data that needs migration? How clean is it, and what level of ETL (extract, transform, and load) would be needed to migrate the data into the proposed system? A: The format of the data that needs migration is a relational database that is 20 years old. The Bidder should provide in their Quote their overall approach to data migration and ETL processes that will be needed to migrate such data.
12	Section 1.3: Contract Amount	Q: What is the department's budget or expected range of costs for this project on an annual basis? A: The estimated budget for this procurement is \$7 Million.
13	Section 1.3: Contract Amount	Q: Regarding the budget for this project, could you please provide information on the allocated funds or budget range available for the implementation of the software solution outlined in the DoAS C/CMS RFP? Understanding the budget will help us ensure that our proposed approach aligns with the financial resources available and allows us to make appropriate recommendations to meet your requirements effectively. A: Please refer to the answer in Question #12.
14	Section 1.3: Contract Amount	Q: Can the State provide a budget range for the proposed project? A: Please refer to the answer in Question #12.
15	Section 1.3: Contract Amount	Q: What is the budget range for this project? Has the budget for this project been allocated/approved?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Please refer to the answer in Question #12.
16	Section 1.3: Contract Amount	Q: What is the anticipated budget planned/allocated for this project? A: Please refer to the answer in Question #12.
17	Section 2.1: Electronic Questions and Answer Period	Q: Would NJ DHS/DOAS be able to provide answers to the questions prior to June 30th ? A: The State strives to provide responses in a timely manner. To the extent that additional time is required to provide quotes after the Q&A period, it is noted that the deadline will be extended and there will be a new bid opening date.
18	Section 2.1: Electronic Questions and Answer Period	Q: Please provide the expected date that bidders will see a Bid Amendment released with the responses to questions submitted. A: See the above response to Question 17.
19	Section 2.5: Optional Pre-Quote Conference	Q: Could you provide us with a list of pre-conference attendees? A: Please refer to Bid Amendment #2 posted to NJSTART on September 19, 2023.
20	Section 2.5: Optional Pre-Quote Conference	Q: Hello, Can you please share the vendor questions and NJ state's answers from the "Optional PreQuote Conference" held on 5.11.2023. Thank you. A: The State accepts all questions and inquiries from all potential Bidders electronically via the "Q&A" Tab of the Bid Solicitation in NJSTART. Please refer to Section 2.1 <i>Electronic Question and Answer Period</i> of this Bid Solicitation for further information.
21	Section 2.5: Optional Pre-Quote Conference	Q: Will a recording of the Optional Pre-Quote Submission Conference be released publicly to refer back to at a later date? A: Yes. 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.
22	Section 3 Quote Submission Requirements	Q: Bidder was unable to identify which of the requirements the State considers mandatory? Could the State please identify them? A: Any requirement designated as a "must" or "shall" within the Bid Solicitation is mandatory and is to be made part of the bid submission.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
23	Section 3.1: Quote Submission	Q: 6. Is the bidder expected to respond to every requirement in Section 6.0 Data Security Requirements - Contractor Responsibilities at this time or solely 30 days after the award of the Contract? a. If we are to respond to any, please designate the ones we should include in the response. A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
24	Section 3.1: Quote Submission	Q: 5. Is the bidder expected to respond to every requirement in Section 5.0 General Contract Terms or is this entire section informational? a. Informational defined as the following: ai. Informational - details provided in the state outline a timeline, therefore it is up to the bidder to understand that timeline and provide the requested documentation at that time specified in the requirement and not during the submission of the Quote due date of 8.31.2023. b. If we are to respond to any, please designate. A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
25	Section 3.1: Quote Submission	Q: 1. Is the bidder expected to respond to every requirement in Section 3.0 Quote Submission Requirements? If we are not to respond to any, please designate the ones we should omit in the response. A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
26	Section 3.1: Quote Submission	Q: 2. If the bidder is expected to respond to every requirement in Section 3.0 Quote Submission Requirement, how should a bidder respond to 3.2 Bidder Responsibility for example? a. Will an acknowledgement statement be sufficient? a1. Please specify otherwise. a2. Which requirements will an acknowledgement statement be sufficient for? A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
27	Section 3.1: Quote Submission	Q: There are 14 items in this bid. Do I have an option to provide quote for one or more items in this bid or should I submit quote for all the 14 items? A: Per Bid Solicitation section 3.26, the Bidder must fill out all price lines on the State-Supplied Price Sheet or their Quote will be deemed non-responsive.
28	Section 3.1: Quote Submission	Q: 3. Are the tables noted in Section 4.0 Scope of Work (Table 1 through Table 10) the tables that will go into the requested bidder-developed Requirements Traceability Matrix (RTM) (Section 4.3.5)? a. Please specify

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		otherwise or if other requirements are needing to be added in the bidder provided RTM. A: All sections including the tables in Section 4 – <i>Scope of Work</i> are requirements for the RTM. As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission. Failure to submit mandatory Quote submission requirements will deem the Bidder’s Quote non-responsive.
29	Section 3.1: Quote Submission	Q: 4. Are there requirements in Section 4.0 Scope of Work that must have a response at the time of submission of the Quote? Some requirements are in association with the Section 3.0 Quote Submission requirements main section. An example of a referenced 4.0 section within Section 3.19 is the following: a. Section 3.19 Additional Plans references sections in 4.0 which provide more details to help craft the response in 3.19. b. Would the bidder answer in two places or just in 3.19/where it was originally called out? A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
30	Section 3.8: Small Business Set-Aside Contracts	Q: Can an Offeror that is a small business propose as a Prime and meet the SBE requirement? A: Any business, including a business certified as a Small Business Enterprise (SBE) in New Jersey, may deliver a proposal for this Bid Solicitation. The Small Business Set-Aside requirement applies to subcontracting only. Please refer to Section 3.13.8.1, <i>Small Business and/or Disabled Veterans’ Business Set-Aside Contract</i> for more information.
31	Section 3.8: Small Business Set-Aside Contracts	Q: Please clarify that Small Business Set-aside contracts and Disabled Veterans’ Business Set-aside contracts are not applicable to this procurement BUT, NJ is looking for this set aside for subcontracts as identified on page 1, “Set-Asides” Section. A: Refer to the answer to Question #30.
32	Section 3.12: Quote Content	Q: p.8 Is it permissible for bidders to include an executive summary as part of their proposal response? A: Yes. Refer to sections 3.14 through 3.27 for the Technical Quote requirements-
33	Section 3.12: Quote Content	Q: May bidders include a cover letter with their response submission? A: Refer to the answer to Question #32.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
34	Section 3.12: Quote Content	Q: Please confirm that bidders are required to submit five separate files to account for their complete proposal response, to include 1) Forms; 2) Technical Quote, including detailed responses to SOW and a separate RTM document; 3) State-Supplied Price Sheet; 4) State of New Jersey Security Due Diligence Third Party Information Security Questionnaire; 5) Oral Presentation Materials. A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
35	Section 3.13: Forms, Registrations, and Certifications to be Submitted with Quote	Q: Please confirm that all the forms included in Attachment 2 - Standard Forms and Procurement Packet must be completed and submitted at time of Quote submission. A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
36	Section 3.13.6: Service Performance within the United States	Q: The section states "... all Contracts primarily for services shall be performed within the United States." Providing all state data is secured within the United States, will the state permit off-shore development? A: No. The State will not permit off-shore development. See Section 3.7 of the State Standard Terms and Conditions, <i>Service Performance within U.S.</i> which reads in part; “A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract.”
37	Section 3.13.6: Service Performance within the United States	Q: Delivery to note that no offshore work can be done without approval A: This is not a question, and cannot be answered as posed. Off-shore work is addressed in the answer to Question #36.
38	Section 3.13.7: Confidentiality and Commitment to Defend	Q: As it relates to paragraph 6 of the CONFIDENTIALITY/COMMITMENT TO DEFEND form, would the State consider the below revision? [begin delete]In the event of any challenge to the Company’s assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company’s request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (“OPRA”), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys’ fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.[end delete] Rationale: We recognize that it is the State's sole responsibility to determine whether information set forth in the proposal must be released in accordance with applicable laws. Accordingly, we cannot release or indemnify the State for any failure to release or withhold information to the extent required by law. A: The State does not 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.
39	Section 3.13.8.1: Small Business and/or Disabled Veterans' Business Set-Aside Contract	Q: What is the target participation goal for Small Business and Disabled Veteran-owned Business set-aside subcontractors? A: There is no specific set-aside percentage goal for this specific contract.
40	Section 3.13.8.1: Small Business and/or Disabled Veterans' Business Set-Aside Contract	Q: If a Bidder plans to use a subcontractor with unique qualifications very unlikely to be matched by any other vendor, including eligible New Jersey Small Business Enterprises or Disabled Veterans' Businesses, what steps should we take to comply with the Good Faith Effort requirements? A: If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the actions outlined in Section 3.13.8.1, A through E, to meet the set-aside subcontracting goal requirements before utilizing a non-Small Business and/or non-Disabled Veterans' Business Subcontractor. If the Bidder finds no Small Business and/or Disabled Veterans' Business Subcontractors that are interested, qualified, or capable of handling the work after conducting its good faith effort search, then it may select a non-Small Business and/or non-Disabled Veterans' Business Subcontractor. If the Bidder chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth by Section 3.13.8.1 of this Bid Solicitation then the Bidder must submit documentation demonstrating its good faith effort to meet the targets with its Quote or within seven (7) business days upon request.
41	Section 3.17: Contract Schedule	Q: Does the state have an anticipated start date for implementation of the C/CMS Solution? A: The State does not have an anticipated or expected launch date for the C/CMS Solution. However, the State would prefer the Solution to be implemented by end of calendar year 2024.
42	Section 3.17: Contract Schedule	Q: What is the anticipated go-live date? A: Refer to the answer to Question #41.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
43	Section 3.17: Contract Schedule	Q: What is the desired go-live or production start date? A: Refer to the answer to Question #41.
44	Section 3.17: Contract Schedule	Q: When considering project timelines, can the you please provide information on the anticipated dates for the following key milestones: - Vendor Demonstrations: Please specify the expected dates for vendor demonstrations. - Anticipated Award: Could you provide an estimated date or time frame for when the contract award is anticipated to occur? - Project Go-Live: Please indicate the target date or preferred timeline for the C/CMS go-live. A: The State currently does not have a date scheduled for the Vendor Demonstrations. For anticipated award and go-live date, please refer to the answer for Question #41.
45	Section 3.17: Contract Schedule	Q: What is the desired go-live date for this system? A: Refer to the answer for Question #41.
46	Section 3.17: Contract Schedule	Q: What is the anticipated timeline for implementation? That is, implementation start date & Go-live date? A: Refer to the answer for Question #41.
47	Section 3.19: Additional Plans	Q: The RFP requires draft deliverables (aligning with the table in section 3.19). Does the state expect a template and table of contents or a full draft deliverable? A: Each deliverable in Section 3.19 has specific requirements supporting each Plan. It is the responsibility of the Bidder to determine what is required for Quote submission. Refer to the answer to Question #22 for assistance on distinguishing what is a mandatory requirement. Failure to submit all mandatory requirements of this Bid Solicitation will deem a Bidder's Quote to be non-responsive.
48	Section 3.19: Additional Plans	Q: The RFP document includes Interface Plans, Turnover Plans, System Testing Plans, User Acceptance Tesing Plans, and Disaster Recovery . However, none of above are mentioned in Section 3.19 on page 13 of the RFP, "Additional Plans." Please clarify if there are any deliverables outside the table in 3.19. A: As stated in the response to Question #22, any requirement designated as a "must" or "shall" within the Bid Solicitation is mandatory and is to be made part of the bid submission.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
49	Section 3.20: Organizational Experience	Q: If the bidder completes work for Public and Private organizations, can projects completed for Private companies be used as relevant experience and references? RFP REF: 3.20 Organizational Experience: “The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications, and capabilities to perform the services required by this Bid Solicitation. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder’s Quote.” A: As noted in Section 3.20 of the Bid Solicitation and noted in the questions, the Bidder should include information and the level of detail the Bidder determines necessary to assist the Evaluation Committee in its review of the Bidder’s Quote.
50	Section 3.20: Organizational Experience	Q: Will the state explain the difference between the references required in 3.20 and 3.24? A: Section 3.20 relates to the Bidder’s qualifications and capabilities to perform the requested services, such as information relating to Bidder’s organization, personnel, and experience in their field of work. References should provide information accordingly. Section 3.24 relates to the Bidder’s ability to perform a contract having the size and scope required by the Bid Solicitation. Relevant information includes proof of previous contracts for work having a similar size and scope. References should provide information accordingly.
51	Section 3.24: Experience with Contracts of Similar Size and Scope	Q: The second paragraph of this section requires the vendor to report “negative actions” of other contracting entities and “negative audits, reports, or findings” by government agencies. Is there a timeframe for this information? Last 5 years? A: There are no time limitations for this requirement.
52	Section 3.27: Oral Presentation	Q: Bidders invited to give a demonstration shall provide a presentation of the following: Real-time system walkthrough of the proposed Solution software demonstrating off-the-shelf capability to meet any and/or all essential system requirements; and Visual mock-up images of any essential system requirements, as listed in the Scope of Work (Section 4) that will require custom programming. Bidders may only present materials and information that are provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be presented or provided during the demonstration. The State will not consider or score any such supplemental information. Q - could you please elaborate on the above statement? A: If a Bidder is invited to give a software demonstration, it must be via a real-time system walkthrough or via visual mock-up images of essential system requirements. Examples of visual mock-ups can be mock

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		demonstration/recordings or screen shots of demonstration being done live or via a platform such as PowerPoint. As stated in the Bid Solicitation, the Bidder may only provide a demonstration of the information that is presented in their Quote. No additional information or materials may be presented during this demonstration that was not submitted with the Bidder's Quote. If additional material or information is presented then the Bidder's Quote will be deemed non-responsive and the Bidder will be removed from consideration.
53	Section 3.27: Oral Presentation	Q: Since all bidders are not guaranteed an invitation to present a software demonstration, would the state allow for bidder's to submit the oral presentation material five business days prior to the invite to present date instead of with the proposal submission? A: As stated in the response to Question #22, any requirement designated as a "must" or "shall" within the Bid Solicitation is mandatory and is to be made part of the bid submission.
54	Section 3.27: Oral Presentation	Q: Will the state consider extending the 45 minute allocation to a longer timeframe (e.g., 90 minutes) for the oral presentation? A: Yes. The State will consider extending the 45 minute allocation for oral presentations to 90 minutes. Please see REVISED Bid Solicitation 10/30/2023.
55	Section 3.27: Oral Presentation	Q: Please confirm if a live system demonstration is an option during an Oral Presentation. REF: 8.5 Oral Presentation: "The content of the oral presentation shall be limited to the materials presented within the Bidder's Quote. A Bidder may only present details to clarify information already provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be provided during oral presentations" A: Pursuant to Section 3.27, <i>Oral Presentation</i>, at the request of the State, selected Bidders shall provide a presentation of a real-time system walkthrough of the proposed Solution software and visual mock-up images of any essential system requirements, as listed in the <i>Scope of Work</i> (Section 4) that will require custom programming. Please refer to the answer of Question #22 for what is considered a mandatory requirement. Bidders may only present materials and information that are provided in its Quote. No supplemental information outside of the material submitted with the Quote shall be presented or provided during the demonstration. Please refer to the answer to Question #52 for more information regarding information to be provided for the Oral Presentation. If a Bidder is invited to give an oral presentation, the Bidder will receive a meeting invite with the date and time they are to present.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
56	Section 3.27: Oral Presentation	Q: Will screen shots of each module and a narrative of functionality with the plan to demo our solution at Oral Presentations, or does the state have an agenda for Oral Presentations that can be shared? A: Refer to the answer to Question #55.
57	Section 4.1: Overview of Scope of Work	Q: Is the agency open for custom development solution? A: No. The Agency is not open for a custom development solution. This should be an Out of the Box (OOTB) solution.
58	Section 4.1: Overview of Scope of Work	Q: What is the existing COTS product? A: The current system is a relational database called <i>Aging and Disability</i> that is managed by WellskyHuman and Social Services Corporation.
59	Section 4.1: Overview of Scope of Work	Q: As stated in the Scope of work, the new System will replace an existing commercial “off-the-shelf” (COTS) product. Can the State provide more details on the existing COTS product. A: Refer to the answer to Question #58.
60	Section 4.1: Overview of Scope of Work	Q: Is there an existing system that this would replace or is this a new system that the department is adopting? A: Refer to the answer to Question #58.
61	Section 4.1: Overview of Scope of Work	Q: Please provide details for the current C/CMS system in place, including current version if it is an “off-the-shelf” solution. REF: 4.1 Overview of Scope of Work: “The new System will replace an existing commercial “off-the-shelf” (COTS) product” A: Refer to the answer to Question #58.
62	Section 4.1: Overview of Scope of Work	Q: A.Can you name the “off-the-shelf” COTS product currently in use? B. Can you provide an estimated percentage of the bid overall requirements that are enhancements not currently met by the COTS product? A: A. Refer to the answer to Question #58. B. The State is looking to procure a new care/case system to replace the existing COTS system that is in use due to the current COTS system being obsolete. All of the requirements of this Bid Solicitation describe enhancements that are currently not being met by the current system that will need to be included in the new system.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
63	Section 4.1: Overview of Scope of Work	Q: Will the state supply the bidders with the specifications of the current COTS case management solution? A: No. The State will not supply the Bidders with the specifications of the current COTS case management solution. Refer to the answer to Question #58 regarding the current COTS case management solution.
64	Section 4.1: Overview of Scope of Work	Q: As stated in the Scope of work, the new System will replace an existing commercial “off-the-shelf” (COTS) product. Can the State provide more details on the existing COTS product. A: Refer to the answer to Question #58.
65	Section 4.1: Overview of Scope of Work	Q: What are the systems of source data? e.g. SQL server, AWS? etc. Please list all A: Refer to the answer to Question #58.
66	Section 4.1: Overview of Scope of Work	Q: A. Can the State provide details on the challenges faced in the existing COTS system and, B. the reasons for migrating to the new Case/Care management system A: Examples of some of the challenges that are faced with the existing COTS system are: • Care Plans are not easy to send to different units for distribution; • The reports allow for minimal customization; • The audit trail does not present detailed routes; and • Any requested changes to the system take too long to implement. B. The new system should remedy the issues with the outgoing COTS system, described above.
67	Section 4.1: Overview of Scope of Work	Q: Can the State please provide details on the challenges faced in the existing COTS system and the reasons for migrating to the new Case/Care management system. A: Refer to the answer to Question #66.
68	Section 4.1: Overview of Scope of Work	Q: Who is managing the existing system? Is it managed by contractor or In-house IT team of State A: The existing system is managed by a WellskyHuman and Social Services Corporation.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
69	Section 4.1: Overview of Scope of Work	Q: Approximately 4,000 users are expected to utilize the System. Therefore, the proposed System shall be able to handle and manage approximately 1,000,000 active client records. How many concurrent users will be using the system? A: There is a possibility that all users will be accessing the C/CMS system concurrently.
70	Section 4.1: Overview of Scope of Work	Q: Is there historical data that must be migrated into the new system? If so, roughly how many records are there? A: As a summary, the volume of legacy data (in GB) to be migrated to the new system: • Consumer/Client tables is approximately 72GB; • Assessments comprise approximately 12GB; and • Other related tables such as Journals, Services Deliveries, Service Plans, Locations, Activities, Calls, etc. comprise approximately 18GB.
71	Section 4.1: Overview of Scope of Work	Q: 1.We understand there are 4000 users. Can you provide a breakdown of the users by role (Intake worker, Administrator, Reviewer etc.) 2. Data Migration: We understand there are 100,000 client records to be migrated from old system to the new one, can you provide the volume of legacy data (in GB) to be migrated to the new system 3. Please clarify if the agency has a preferred public cloud vendor for hosting the solution? 4. Can you provide a list of the standard reports that need to be created on a regular basis? 5. Do you prefer we use your existing advanced reporting/analytics software, and if so, can you please provide the software name? Or do you prefer that the vendor bring their own embedded within the solution? 6. Do you have any records retention specification? 7. Please share the business rules engine / Workflows currently used by the Agency. 8. What is the Document Purging rule that DoAS follows now? After how many days will the document be purged? 9. Are there any batch jobs / runbook as part of daily activities? 10. Is there an incumbent already engaged at NJ DoAS? 11. Who is the current incumbent of the Care Case Management system?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer																																
		12. Have you seen demonstrations of any case management systems prior to issuing this Solicitation? If so, will you share which systems? 13. Do you have any IAM (Identity Access Management) solution that can be leveraged? 14. Does DoAS have a specific timeline for the implementation of the new solution? When is the desired go-live date for the solution? 15. Is it mandatory to include the orals presentation materials, intended for use during the demonstration, along with the response document? Alternatively, can these materials be shared once the agency selects the contractor for the orals? A: 1. Currently there are about 53 roles for to maintain access restrictions. Most users have multiple roles. Some of the roles are: <table><tr><td>Administrator</td><td>Administrator II</td></tr><tr><td>AGIS</td><td>Child SCS</td></tr><tr><td>Consumer Journal</td><td>County Administrator</td></tr><tr><td>DDS</td><td>Executive</td></tr><tr><td>Fiscal</td><td>Initial Role</td></tr><tr><td>Intake</td><td>MCO CIR</td></tr><tr><td>Nutrition</td><td>Nutrition II</td></tr><tr><td>OCCO</td><td>OLA Auditor</td></tr><tr><td>PACE SCS Role</td><td>Provider Assoc.</td></tr><tr><td>QA</td><td>Report – Emergency</td></tr><tr><td>Report role</td><td>Sandy SSBG</td></tr><tr><td>Screeener</td><td>Service Delivery</td></tr><tr><td>Service Delivery II</td><td>SHIP Admin</td></tr><tr><td>SHIP Exec Viewer</td><td>SHIP User</td></tr><tr><td>State SME</td><td>State SME – Provider</td></tr><tr><td>Statewide Respite</td><td>Technical Support</td></tr></table> 2. Refer to the answer to Question #70. 3. No, the agency does not have a preferred public cloud vendor for the hosting solution; the new C/CMS cannot be a public cloud solution. 4. A list of standard reports that would need to be created and/or formatted on a regular basis are listed in Exhibit 5 – SAMS Reports List 10/30/2023. This list contains the reports that are used as part of the current system. The current system allows users to choose different filters to create more refined reports. There is also a tool available that allows users to create SQL generated reports. 5. It is preferred that the vendor will have advanced reporting/analytics software embedded in their solution. Refer to the answer to Question #9 for more information. 6. All records should be managed and retained in accordance with federal and State policies and standards, including privacy and security, and those of the New Jersey Bureau of Records Management retention schedules. State of NJ - NJ Treasury - DORES Records Retention Schedules.	Administrator	Administrator II	AGIS	Child SCS	Consumer Journal	County Administrator	DDS	Executive	Fiscal	Initial Role	Intake	MCO CIR	Nutrition	Nutrition II	OCCO	OLA Auditor	PACE SCS Role	Provider Assoc.	QA	Report – Emergency	Report role	Sandy SSBG	Screeener	Service Delivery	Service Delivery II	SHIP Admin	SHIP Exec Viewer	SHIP User	State SME	State SME – Provider	Statewide Respite	Technical Support
Administrator	Administrator II																																	
AGIS	Child SCS																																	
Consumer Journal	County Administrator																																	
DDS	Executive																																	
Fiscal	Initial Role																																	
Intake	MCO CIR																																	
Nutrition	Nutrition II																																	
OCCO	OLA Auditor																																	
PACE SCS Role	Provider Assoc.																																	
QA	Report – Emergency																																	
Report role	Sandy SSBG																																	
Screeener	Service Delivery																																	
Service Delivery II	SHIP Admin																																	
SHIP Exec Viewer	SHIP User																																	
State SME	State SME – Provider																																	
Statewide Respite	Technical Support																																	

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		7. There is no current business rules engine or workflow system in use today. 8. Refer to the answer to Question #71(6). 9. No. There are currently no batch jobs/runbook as part of daily activities. 10. Yes. There is a current Contractor.. 11. WellskyHuman and Social Services Corporation. 12. No. There have not been any demonstrations of any case management systems prior to issuing this Bid Solicitation. 13. No. There is no IAM solution that can be leveraged. 14. Refer to the answer for Question #41. 15. Refer to the answers for Question #22 and Question #52.
72	Section 4.1: Overview of Scope of Work	Q: Can DOAS team breakdown the personas that make up the 4,000 users? What work will they be performing in the system? A: The DoAS breakdown of users comprise of State, county, and providers. Some of the roles can be seen in the response to Question #71(1). The work that will be performed by these users in the system is outlined in Section 4 – <i>Scope of Work</i>.
73	Section 4.1: Overview of Scope of Work	Q: Can you provide the number of licensed users by role? For example, case workers, administrators, supervisors/managers, super users, providers, portal users, end users/beneficiaries, and any other users, etc. A: Refer to the answer to Question #71(1).
74	Section 4.1: Overview of Scope of Work	Q: Could you please provide details on what the 4000 users of the system will be? What are the user categories and how many users for each category? A: Refer to the answer to Question #71(1).
75	Section 4.1: Overview of Scope of Work	Q: What is the breakdown (in #) of users? A: Refer to the answer to Question #71(1).
76	Section 4.1: Overview of Scope of Work	Q: How many different types of users do you anticipate and what are those types of users? A: Refer to the answer to Question #71(1).

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
77	Section 4.1: Overview of Scope of Work	Q: 1. Its is mentioned that there will be 4000 users of the system. Will this all be DoAS users or this also includes any external user access (Eg: External Agencies Supporting DoAS)? Can DoAS also provide break-up in terms of number for these users? (Ref Section 4.1 Pg 17) A: Refer to the answer to Question #71(1).
78	Section 4.1: Overview of Scope of Work	Q: Paragraph 1 of this section states that the scope of this solicitation includes the requirements “as well as any other additional needs presented by the SCM during this Contract period.” Please confirm that additional customization beyond the requirements identified herein will be subject to the project’s change control process. A: Any work beyond the requirements identified in this Bid Solicitation is subject to a change control process.
79	Section 4.1: Overview of Scope of Work	Q: As it relates to 4.1 OVERVIEW OF SCOPE OF WORK, would the State consider the below revision? Aside from providing a solution catering to all the requirements identified in this Bid Solicitation, the Contractor [begin add]or the State’s SaaS provider[end add] shall provide ongoing support beyond implementation, including, but not limited to: · Hosting and back up services; · Maintenance and System support; · Training; · Documentation, upgrades, and maintenance; ·Disaster recovery; and · Online access and support. A: The State does not approve 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. Additionally, please refer to the answer to Question #5 and to Question #9.
80	Section 4.1: Overview of Scope of Work	Q: For system usage scoping, sizing, and costing purposes please specify the precise number of users to use in our proposal. The following is stated on p. 17 of the RFP: - Approximately 4,000 users are expected to utilize the System. Therefore, the proposed System shall be able to handle and manage approximately 1,000,000 active client records. A: Due to constant changes of staffing and active clients, the State is unable to give a precise number of users of the system.
81	Section 4.1: Overview of Scope of Work	Q: Overview of Scope of Work highlights that the new System will replace an existing commercial 'off-the-shelf' (COTS) product. It is mentioned that the new System will be customized to match this product and address the additional needs outlined in this Bid Solicitation. To gain clarity, could you please identify the specific functionality or requirements expected of replacement C/CMS that are considered new and not currently supported by the existing COTS product? Understanding these distinct requirements will allow us to ensure that our proposed solution adequately addresses the unique needs of DoAS.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The requirements for the new C/CMS system are listed in Section 4 – <i>Scope of Work</i> .
82	Section 4.1: Overview of Scope of Work	Q: Does DHS/DoAS have a preferred document/content management or document generation solution that they plan to provide through their own cloud services? Are there existing licenses or subscriptions held by DHS/DoAS for any such solution that will be made available for this project? If additional licenses or subscriptions are needed, will DHS/DoAS be responsible for procuring these as part of their cloud services provision? A: No. DHS/DoAS does not have a preferred solution for document/content management. Please see the response to Question #9 for further detail.
83	Section 4.1: Overview of Scope of Work	Q: What is the current COTS C/CMS product that DoAS has? What is the technology stack for the current COTS product? Is it deployed on-premise, or SaaS, or Cloud-hosted? A: The current C/CMS product is cloud hosted. Refer to the answer to Question #11 for further information.
84	Section 4.1: Overview of Scope of Work	Q: If we, as the vendor, propose a cloud-hosted SaaS solution for the C/CMS (such as Salesforce or MS Dynamics 365), we understand that the solution will be hosted by the SaaS provider (such as Salesforce or Microsoft). Could DoAS confirm that it is acceptable, given that the State will be responsible for procuring and managing these cloud services? A: The State is not responsible to procure and manage cloud services. The Bidders should present with their Quote the platform that works best for their solution and present their pricing for such services on Price Line Item 9 of the State-Supplied Price Sheet.
85	Section 4.1: Overview of Scope of Work	Q: Will there be any external users of the system? If so how many logins per month/year? A: The majority of the users are external to the State. There are approximately 15,000 logins per month and 180,000 logins per year.
86	Section 4.1: Overview of Scope of Work	Q: Could you please provide details on what the 1,000,000 active client records in the system are expected to be? What are the types of records and how many records of each type? A: Each client records vary per individual. A client can have multiple types of records. An example of some of the data within the client records will contain data that will include:

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		- Demographic information and federally required reporting data, such as: - poverty; - living status; - rural vs. urban; - risk of homelessness; and - frailty. - There will be data in the headers of the client record that will include: - activities and referrals; - Assessments; - Billing; - Calls; - care plans; - attachments; - routes; - service deliveries; and - service orders. - There are notes included with the client records. Clients can have multiple types of records.
87	Section 4.1: Overview of Scope of Work	Q: What are the accessibility considerations for users with disabilities or language barriers? A: The system must conform to the Web Content Accessibility Guidelines (WCAG) and the Section 508 Standards.
88	Section 4.1: Overview of Scope of Work	Q: Approximately how many total tables and columns are there between all source systems? A: There are approximately 478 tables in the database.
89	Section 4.1: Overview of Scope of Work	Q: How many daily users of the new system will be new and require full training? A: This will be a new system so full training will be required for all users.
90	Section 4.2: Functional Requirements	Q: Please confirm that bidders can group together applicable requirement numbers when providing narrative responses to the SOW requirements. A: The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote. Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract.
91	Section 4.2: Functional Requirements	Q: Are there any specific data value sets required to be supported?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The specific data values are listed in Section 4.2.1 – <i>Intake and Maintenance of Individual Records</i> , Table 1.
92	Section 4.2: Functional Requirements	Q: What are the expected user “roles” and their reporting hierarchy (if applicable) for the proposed System? A: Refer to the answer to Question #71(1).
93	Section 4.2.1: Intake and Maintenance of Individual Records	Q: INT007 - Allow user to look up information regarding programs and services received by the Individual based on the access level of the user. This information would be available via the exchange of information from other systems, (example: NJSAVE, SHIP) Q - Please provide more details for this requirement A: Other sources of information or data could be from the sources listed in Section 4.2.7 – <i>Interface Requirements</i>, Table 7.
94	Section 4.2.1: Intake and Maintenance of Individual Records	Q: INT009 - Allow user to Select a Provider from a comprehensive list of active DoAS service Providers. Q - Will this comprehensive list of DoAS service providers data is one time data load or daily or scheduled feed from any other system? A: There will be an initial one-time upload and then small data file uploads as needed.
95	Section 4.2.1: Intake and Maintenance of individual Records	Q: INT010 - System shall support questions with user-defined triggers Q - Please provide more details for this requirement A: The system should set up certain triggers to enroll a consumer into a program. For example, if the consumer is signing up for Meals on Wheels, the required fields must be entered before they can be registered for that program. If the required fields are not completed, the user cannot move forward. Additionally, answers to the questions would need to trigger for referrals to specific programs, services, options, organizations, and contacts.
96	Section 4.2.1: Intake and Maintenance of Individual Records	Q: INT016, where is the list of Providers (to whom HIPAA- and privacy-compliant e-mails are to be sent to notify one of referrals or any action needed to be taken) who are not users of the proposed System maintained and is it Program specific? A: The list will be provided to the awarded Contractor.
97	Section 4.2.1: Intake and Maintenance of individual Records	Q: INT018 - Allow user to interface with the Integrated Eligibility System (IES) Q - Please provide more details for this requirement

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The Bidder's solution is expected to interface with the Integrated Eligibility System. The IES is to look up eligibility on beneficiaries that are either being assessed for Care/Case Management services or are enrolled in a State program.
98	Section 4.2.1: Intake and Maintenance of Individual records	Q: INT018, what method (real time during online session, batch, etc) and format is expected for the upload of documents? A: Multiple formats can be used for the uploading of documents, such as: real time, batch, pdf, excel, and csv.
99	Section 4.2.1: Intake and Maintenance of Records	Q: Does the state have any preferences on document size and file type? If so, what are they? A: No. The State does not have a preference on document size and file type. Refer to the answer to Question #98 for an example of the type of file types the State will accept.
100	Section 4.2.1: Intake and Maintenance of Individual Records	Q: As part of the intake process, can NJ DHS/DOAS estimate the expected volumes for each channel (emails, phone calls, web self-service submissions, etc) of the intake process? A: The requested information is not available, therefore the State is unable to provide the volumes for each channel.
101	Section 4.2.1: Intake and Maintenance of individual Records	Q: Can you please confirm if this requirement refers to an interface with Medicaid's IES? A: Yes. It is a requirement to interface with Medicaid's IES.
102	Section 4.2.1: Intake and Maintenance of Individual Records	Q: The requirement states "Allow data capture without an individual demographic information for callers who do not wish to be identified." What is the minimum data set required for these types of calls? A: There are times when a caller wants to remain anonymous. The current process is to use a phone number as a key to identify the caller. The Bidder should propose how it will capture an anonymous caller.
103	Section 4.2.1: Intake and Maintenance of Individual Records	Q: The requirement states "Allow data capture without an individual demographic information for callers who do not wish to be identified." How will the collected data be used? A: The collected data will be used to designate that caller as anonymous with their identifying trigger that is proposed by the Bidder.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
104	Section 4.2.1: Intake and Maintenance of Individual Records	Q: Who is responsible for maintaining this list going forward? REF: 4.2.1 INT0009: "Allow user to Select a Provider from a comprehensive list of active DoAS service Providers." A: DoAS is responsible for maintaining the list of active DoAS service Providers.
105	Section 4.2.1: Intake and Maintenance of individual Records	Q: Is the requirement for the solution to include a built-in clock, or will the intake user be entering start and end times manually? REF: 4.2.1 INT011 "Interaction start time" "Interaction end time" A: The requirement is for the solution to have both. The solution should have a built-in clock, as well as the ability to enter start and end times manually, with the option to deactivate the built-in clock.
106	Section 4.2.1: Intake and Maintenance of Individual Records	Q: The requirement states "Within the Individual's record, recommend Providers within the DoAS network, subject to a combination of criteria..." When will the providers need to be recommended? A: Providers will need to be recommended immediately.
107	Section 4.2.1: Intake and Maintenance of Records	Q: The requirement states "Within the Individual's record, recommend Providers within the DoAS network, subject to a combination of criteria..." What is the current workflow related to how these providers would be recommended? A: Providers are to be recommended by the service they provide and the location they provide these services in.
108	Section 4.2.1: Intake and Maintenance of Records	Q: Will Contractor be required to sign a BAA if it is not taking possession of any PHI/PII? A: Yes. The Contractor will be required to sign a BAA. Please see Section 4.2.10 – <i>System Security Requirements</i> of the Bid Solicitation for more information.
109	Section 4.2.1: Intake and Maintenance of Records	Q: Based on the references to Providers throughout the RFP, what are the state's requirements and specifications for the Provider Portal? A: The State's requirements and specifications for the Provider Portal can be found in Section 4.21 – <i>Intake and Maintenance of Individuals Records</i>.
110	Section 4.2.1: Intake and Maintenance of Records	Q: Can individual user select multiple services & programs which belong to the same Provider? A: Yes. An individual can select multiple services and programs which belong to the same Provider.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
111	Section 4.2.1: Intake and Maintenance of Records	Q: Will NJ residents have the option to call a state employee for assistance in applying for benefits, searching for a provider, etc.? If so, does the state currently operate a call center that will either continue providing this support or expand to accommodate? A: Yes. There are several avenues that consumers currently call for assistance and these will continue to be provided by the State.
112	Section 4.2.1: Intake and Maintenance of Records	Q: Are there scanned paper documents such as applications forms being submitted for application creations? If so, do we need to automatically extract information from the documents and attach/reference them within the records/database to reduce manual overhead? A: Yes. Please refer to the REVISED Bid Solicitation 10.30.2023 Section 4.2.1 <i>Intake and Maintenance of Records</i> for additional information.
113	Section 4.2.1: Intake and Maintenance of Records	Q: Are we expecting a customer portal (Individuals) for submitting the intake form from the public portal? or will only intake workers initiate the intake process on behalf of individuals? A: No. There is no public portal. Intake workers will complete the intake task.
114	Section 4.2.1: Intake and Maintenance of Records	Q: Does the state require a mechanism to securely associate documents containing PHI, PII according to HIPAA and HITECH standards? If so, what types of documents are typically associated with individual records/cases? A: The types of documents typically associated with individual records/cases include, but not limited to banking documents, financial statements, and Power of Attorney documents.
115	Section 4.2.1: Intake and Maintenance of Records	Q: Does the solution require a virus scanning tool for documents that are uploaded electronically? A: Yes. There are documents that will contain PHI and PII. The solution shall have a virus scanning tool for documents.
116	Section 4.2.1: intake and Maintenance of Records	Q: Section 4.2.1 states, in part: "Intake must be completed directly within the System, or in another system that interfaces with Intake ..." Please clarify which other systems may capture intake for a NJ resident. Further, please confirm that any other system capturing intake details will collect the same data points described in Table 1, Intake Requirements. A: Other systems that can be used to capture intake details are those systems that the Counties currently use, such as, but not limited to, My Senior Center. Refer to Section 4.2.1 – <i>Intake and Maintenance of Individual Records</i> for further information.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
117	Section 4.2.2: Assessment	Q: Requirement AM004: Please describe the use case for linking an assessment to an individual. Is the assumption that an assessment would be completed prior to an individual's record being created within the system? If so, is there a reason the record should not be searched for and created prior to the assessment being completed? A: The record is created first and then the assessment is created in the system.
118	Section 4.2.2: Assessment	Q: ASM007 - Support InterRAI (https://interrai.org/)(screening tool and associated scoring algorithm with NJ modifications.) Q - Please provide more details for this requirement A: InterRAI creates all of the standards assessment tools, and algorithms that States and other Agencies use for Care Management services. Even though the State uses these formulas, the State does not report the data directly into InterRAI.
119	Section 4.2.2: Assessment	Q: No. ASM007, p. 20 Will the state please indicate which interRAI assessment version(s) are currently in use? A: Refer to the answer to Question #118.
120	Section 4.2.2: Assessment	Q: ASM007, p. 20 Please provide a sample with New Jersey interRAI modifications. A: The State will not provide a sample of the InterRAI.
121	Section 4.2.2: Assessment	Q: ASM007 Will the state require that the vendor be licensed by InterRAI? A: No. The State does not require the Vendor to be licensed by InterRAI.
122	Section 4.2.2: Assessment	Q: Should InterRAI licensing be included in this proposal or does the State have an existing agreement that will be leveraged for this project? REF: 4.2.2, ASM007: Support InterRAI (https://interrai.org/)(screening tool and associated scoring algorithm with NJ modifications.) A: Refer to the answer to Question #118.
123	Section 4.2.2: Assessment	Q: ASM007 - Support InterRAI (https://interrai.org/) screening tool and associated scoring algorithm with NJ modifications. Please clarify ""support."" How do the current systems interact with or consume information from InterRAI tools?" A: Refer to the answer to Question #118.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
124	Section 4.2.2: Assessment	Q: How are Assessments made available to Users? Existing Website to Download? Webforms? Email? A: The Bidder should describe in their Quote how its solution will make assessments available to users of the system.
125	Section 4.2.3: Case Management & Service Delivery	Q: Requirement number CMT014 says “Prioritize, sort and select ales by various criteria including, but not limited to, alert date, alert source, alert status (e.g. pending, closed), and alert type.” Can you kindly provide us with a clear definition or explanation of “ales” used in this context and what “ales” refers to in terms of the alert management process A: “Ales” is a typo, and the correct word should be “alerts”. Please see REVISED Bid Solicitation 10/30/2023.
126	Section 4.2.3: Case Management & Service Delivery	Q: No. CMT013, p. 21 Should 'ales' in Req. No. CMT013 be alerts? 'Prioritize, sort, and select ales by various criteria including, but not limited to, alert date, alert source, alert status (e.g., pending, closed), and alert type.' A: Refer to the answer to Question #125.
127	Section 4.2.3: Case Management & Service Delivery	Q: The RTM contains two requirements for each of the following requirement #s: CMT010 and CMT017. There also appears to be a missing requirement for ADM004. Please advise on any changes necessary. A: CMT010 and CMT017 both are a single requirement for Case Management and Service Delivery in the system. Please see REVISED Bid Solcitation 10/30/2023.
128	Section 4.2.3: Case Management & Service Delivery	Q: In the Bid Solicitation document, under section 4.2.3 the requirement IDs CMT010 and CMT017 are repeated. Can you please confirm if this is correct? A: Refer to the answer to Question #127.
129	Section 4.2.3: Case Management & Service Delivery	Q: Should licensing for electronic signature capture be included in this proposal or does the state have an agreement with an existing provider? If existing, please provide information so integration can be reviewed. REF: 4.2.3, CMT024: “Support the capture of electronic signatures on documents, as required, including acknowledgement from Individuals regarding changes in the Plan of Care.” A: No. The State does not have an existing e-signature provider. Please refer to Question #9 regarding liscensing.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
130	Section 4.2.3: Case Management & Service Delivery	Q: Requirement number CMT038 says “Allow self-referrals where the referring agency is the Provider of services.” Does this mean that users would be referring themselves for services provided by their own agency? Please provide further insight into the intended meaning and process of self-referrals as it pertains to CMT038. A: Yes. Users can have the option to refer themselves for services provided by their own agency.
131	Section 4.2.3: Case Management & Service Delivery	Q: Please provide the volume of audit logs are expected so storage can be properly licensed and cost calculated. REF: 4.2.3, CMT045: “Maintain audit trails of changes made to the service delivery details for an individual” A: There is no volume that can be reported since audit trails are a real-time view of changes that are made.
132	Section 4.2.3: Case Management & Service Delivery	Q: CMT051 - Allow Providers to create, view, edit and manage geographical routes for delivering services to multiple individuals. Can you please clarify on the specific types of services that are encompassed by this requirement? Is the requirement referring to services such as delivering food or offering transportation? Can you please provide additional details or examples of services that fall under this requirement? A: Specific types of services that are encompassed by this requirement is the need to create routes and have the ability to change routes. Examples of routes would include food delivery and transportation services.
133	Section 4.2.3: Case Management & Service Delivery	Q: Can bidders assume this is referencing physical letters and not electronic documents? If yes, please provide more detail around what is being requested with "send letters". REF: 4.2.3, CMT054: “Generate and send letters to disenrolled Individuals” A: Letters are to be both physical and electronic.
134	Section 4.2.3: Case Management & Service Delivery	Q: Will physical letters need to be signed/scanned to be added to electronic records? REF: 4.2.3, CMT054: “A. Incorporate and include copies of the generated letters in the member/participants case file history” A: Yes. Physical letters will need to be signed/scanned and added to the electronic records.
135	Section 4.2.3: Case Management & Service Delivery	Q: Re: Care Management and the Plan of Care, are the Care Management Agencies, their Providers, and the assigned Care Managers to be recognized as approved, online users of the proposed System or will the Care Management Agency have its own tools/system external to the System requiring data exchange via defined interfaces?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Both the Care Management Agency and their providers as well as the assigned Care Managers are to be recognized as approved, online users of the proposed system.
136	Section 4.2.4: Workflow Section	Q: Requirement number WFS003 - Allow users to enter sequenced tasks or activities associated with an individual? Please provide additional insight into the intended meaning and scope of customization based on user preference within this requirement. Does this mean that users should be able to create their own tasks or activities according to their specific needs? Or does it refer to customization related to notification preferences for these tasks or activities? Tasks or activities must be customizable, based on user preference. What does that mean? Users are to create their own tasks? Or notification preference? A: This is referencing a configurable workflow. The Bidder should propose how their workflow solution handles (from creation to editing) of tasks and activities. Refer to the answer to Question #95.
137	Section 4.2.4: Workflow Section	Q: Is the request to create a custom interface for users to more easily configure workflows, or is this a requirement that workflows in the system be configurable by an administrator or user with proper security role? REF: 4.2.4, WFS010: "Provide a web-based workflow management system with the capability to develop, maintain, manage, configure, track and route all processes according to configurable rules." A: The System is to be configurable by any designated user and user groups based from their designated security roles.
138	Section 4.2.5: Provider Management and Contract Session	Q: Regarding the management of the database with approved providers, can you please provide more information about who DoAS' anticipates will manage and maintain the approved provider database? A: Refer to the answer to Question #104.
139	Section 4.2.5: Provider Management Contract Session	Q: Standard reports are not limited to the list provided. Please provide some detail as to the quantity and complexity of the reports that will be requested as this project is limited to Firm Fixed Price only. REF: 4.2.5, RPT001: "Generate reports capturing service delivery parameters for Individuals." A: Refer to the answer to Question 71(4).
140	Section 4.2.5: Provider Management Contract Session	Q: Does this System-generated identifier need to conform to an existing format and do the current identifiers for existing providers need to be maintained? REF: 4.2.5, PCS002: "Assign a random System-generated enterprise-wide identifier for every provider and include that number in the provider record"

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: No. The System-generated identifier does not need to conform to an existing format and the current identifiers for existing Providers to not need to be maintained.
141	Section 4.2.5: Provider Management Contract Session	Q: PSC003 is a list of data elements and options to capture detailed contract information for providers. Does the state require the ability to associate and store secure contract documents with these records? A: Yes. The State requires the ability to associate and store secure contract documents with these records.
142	Section 4.2.6: Reporting	Q: How many individuals will need the ability to create/develop standard and/or ad-hoc reports? A: State and County level Administrators will need the ability to create/develop standard and/or ad-hoc reports. There are approximately 100 individuals who will need this ability.
143	Section 4.2.6: Reporting	Q: Will all 4000 users of the system need the ability to view/interact with reports? A: Yes. All users of the system will need the ability to view/interact with reports.
144	Section 4.2.6: Reporting	Q: Are there any users external to DOAS that will need access to the reports? A: Yes. All external users of the system will need the ability to access the reports
145	Section 4.2.6: Reporting	Q: Is there any need for reports to be accessed outside of the system (i.e. need for reports to be embedded in a different system or application)? A: No. Reports do not need to be embedded in a different system or application.
146	Section 4.2.6: Reporting	Q: How many individuals will need the ability to export data from the reporting tool? A: All users of the system will need the ability to export data from the reporting tool.
147	Section 4.2.6: Reporting	Q: Can you please estimate the number of federal, state, county, and local agency reports to be created? A: Refer to the answer to Question #71(4).

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
148	Section 4.2.6: Reporting	Q: Please provide examples or more information regarding the nature and quantity of these reports. REF: 4.2.6, RPT001: "Create various federal, state, county and local agency reports." A: Refer to the answer to Question #71(4).
149	Section 4.2.6: Reporting	Q: Can a 3rd party, integrated, platform be used to more easily generate reports? REF: 4.2.5, RPT001: "Generate reports capturing service delivery parameters for Individuals." A: Yes. A third-party integrated platform can be used, but it should be a seamless interface.
150	Section 4.2.6: Reporting	Q: RPT002, RPT003, RPT004, and RPT012, pp. 27-28 With regard to OAAPS reporting, please clarify whether the expectation is that the bidder is to export data to the Federal Reporting System (OAAPS-SRT) or if the bidder is expected to generate/view OAAPS reports within the C/CMS solution. A: No interface is necessary. The report needs to be "OAAPS (federal) compatible" and download in an Excel spreadsheet report style.
151	Section 4.2.6: Reporting	Q: RPT003 - The demographic data that needs to be fed into OAAPS - is this part of the population in the case management system or a third-party data feed? A: The demographic data that needs to be fed into the OAAPS is part of the population from the case management system.
152	Section 4.2.6: Reporting	Q: What level of ETL(Extract, transform, and load) would be needed to EmpowOR CADS for CSBG Reporting purposes? A: There is no reference in the RFP for EmpowOR CADS or CSBG Reporting.
153	Section 4.2.6: Reporting	Q: How many reports and dashboards need to be generated? A: Refer to the answer to Question #71(4). There are approximately twelve dashboards in use.
154	Section 4.2.6: Reporting	Q: What software tools does DoAS use for reporting today? A: There is currently no specific software tool that DoAS uses for reporting. The current Case/Care system produces these reports.
155	Section 4.2.6: Reporting	Q: What format are all the reports in that are sent to Federal, State, County and Local Agencies?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: Refer to the requirements in Section 4.2.6 – <i>Reporting</i> , Table 6 – Reporting Requirements for what format all the reports are to be in.
156	Section 4.2.6: Reporting	Q: How are these reports sent out to the agencies today, what is the interface? A: The users of the systems create the reports in the current system, then export and download as needed.
157	Section 4.2.6: Reporting	Q: How is the integration with the federal reporting system done today? A: Refer to the answer to Question #150.
158	Section 4.2.6: Reporting	Q: How are reports/data fields for SHIP program uploaded to the STARS system today? A: Reports for SHIP program are generated in current care/case management system and uploaded to the STARS system through a current care/case management interface.
159	Section 4.2.6: Reporting	Q: How do you extract data from the State Grant Management System (Currently This Is SAGE) for Reporting Purpose today? A: Data from the State Grant Management System is currently generated in an excel spreadsheet report.
160	Section 4.2.6: Reporting	Q: Do you have a robust reporting software today that allows filtering, sorting, drill down capabilities? A: No. There is currently no reporting software that is used that allows filtering, sorting, and drill down capabilities.
161	Section 4.2.6: Reporting	Q: Does the vendor need to include a new reporting software recommendation with their solution? A: The Bidder should respond to all of the requirements within the RFP and provide the best solution it deems will meet the reporting requirements.
162	Section 4.2.6: Reporting	Q: Is there a separate data warehouse outside of the case management system in the current solution? Do you anticipate a need for a robust data warehouse as a part of this RFP response and future solution? A: No. There is not a separate data warehouse outside of the current solution. The Bidder should respond to all of the requirements within the RFP and provide the best solution it deems will meet said requirements.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
163	Section 4.2.6: Reporting	Q: 3. For Federal reporting, will there be any interface with electronic health records (EHR) with CMS.gov? (Ref: Pg 32 - Sec 4.2.6) A: No. There will be no interface needed.
164	Section 4.2.7: Interface Requirements	Q: (INTF001) Are provisions already in place in the DoAS Eligibility System for the interface with the new system or will it require new development on their end? A: Interfaces are required with the new development.
165	Section 4.2.7: Interface Requirements	Q: Requirement number INF001 states “Interface with the Medicaid Integrated Eligibility System (IES) to check for: Medicaid eligibility, Special Program Code and Program Status code and indicating Medicaid eligibility, Name and contact information of designated MCO” Is this integration expected to be real-time, providing immediate feedback on eligibility status? Additionally, can you please specify if the integration needs to be bi-directional, for the C/CMS to send information back to the IES? A: This integration is expected to be real-time and one way. Refer to the answer to Question #8 for more information.
166	Section 4.2.7: Interface Requirements	Q: INF004, what is the expected method of interchange for getting contract details from SAGE and the transfer of the aggregate service delivery data to SAGE which will be on a user defined basis. (e.g., weekly, monthly, etc.)? A: Agencies enter service deliveries into the C/CMS daily based on SAGE's contract provisions. In terms of aggregate data, datasheets are generated from SAGE in an excel spreadsheet, reviewed and manually entered into SAMS during the initial, midyear and final amendments. During this process, Agencies set up their contracts to reflect aggregate service delivery data based on a calendar year. The manual datasheet review and datasheet entering should be an automated process where certain files can be downloaded from SAGE and uploaded into the C/CMS system.
167	Section 4.2.7: Interface Requirements	Q: INF006, what is the expected method of interchange with the Fiscal Intermediary (FI) to send Independent Service Agreements (ISAs) as part of the Plan of Care (PoC) Process and for the FI to provide information related to Units of Service, service authorization, contracts, etc.? A: The Bidder should propose interchange methodologies/processes that it deems necessary and most efficient to meet all the requirements of this Bid Solicitation.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
168	Section 4.2.7: Interface Requirements	Q: INF007, what is the expected method of interchange with APS to gather Units of Service data? A: Refer to the answer to Question #167.
169	Section 4.2.7: Interface Requirements	Q: INF008, what is Interface to seamlessly interact with the NJ Choice Portal and Clinical Eligibility System - to provide OCCO clinical eligibility data? Is the only data received from the NJ Choice Portal and Clinical Eligibility System a Yes/No response? A: Refer to the answer to Question #167. This is not a Yes/No response.
170	Section 4.2.7: Interface Requirements	Q: (INTF011) What is the name of the Integrated Eligibility System (IES) addressed by this requirement? Is it Medicaid's IES? A: It is the Medicaid Integrated Eligibility System.
171	Section 4.2.7: Interface Requirements	Q: (INF012) Can you confirm that Table 11 provides a comprehensive list of all agencies to which electronic referrals will be submitted? A: Table 11 lists the current systems that the new solution will interface with in order to exchange information relevant to an Individual.
172	Section 4.2.7: Interface Requirements	Q: INF012, what is the format and method for the referral to a non-DoAS system?. What are some potential State Division/Units for which this may be applicable? A: The primary source of communication should be through e-mail. Additional communication methods can be via fax. Some State Divisions/Units to where this will be applicable is DDS, DMHAS, MLTSS, and DMAHS.
173	Section 4.2.7: Interface Requirements	Q: (INF013) What is the name of the Integrated Eligibility System (IES) addressed by this requirement? Which agency manages this IES? A: The Integrated Eligibility System is replacing what is known today as the Medicaid Eligibility System that is managed by NJOIT. IES will be managed by NJ DMAHS.
174	Section 4.2.7: Interface Requirements	Q: INF013, is SSO required for the online, real-time access to IES? A: SSO to the IES will not be required.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
175	Section 4.2.7: interface Requirements	Q: INT013 mentions defining Geographical Coverage of a provider, Is DoAS looking for any Geolocation services on the system? If yes would only internal DoAS users have access to the maps or would external parties have access as well? In what capacity would this feature be utilized? (Ref: TABLE 1 - Intake Requirements, Pg 19) A No. DoAS is not looking for any Geolocation services on the system.
176	Section 4.2.7: Interface Requirements	Q: INF014, what is the expected method for secure Automated Data Import Services to record service deliveries, e.g. secure email? A: The Bidder should propose secure Automated Data Import Services methodologies/processes as part of their Quote that it deems necessary and most efficient to meet all the requirements of this Bid Solicitation.
177	Section 4.2.7: Interface Requirements	Q: Do any of the systems support HL7 FHIR interchange transactions, e.g. FHIR API's? If yes, which ones? A: The HL7 reference was used as an example along with NIST, HIPAA, FIHR, etc. in this requirement. The Bidder is expected to propose and describe a solution to enable reporting on standardized healthcare performance measures by utilizing data within the system and technical specifications defined by the measure stewards (e.g. NCQA for HEDIS measures). The specifications may be updated by the measure stewards and the State expects the flexibility to adopt the current specifications or make modifications to suit reporting needs.
178	Section 4.2.7: Interface Requirements	Q: Is there any type of "System Interface Bus" for connectivity to other DoAS and non-DoAS systems or would each required system interface be on a point-to-point basis? A: No. There is currently not a connectivity to other DoAS and non-DoAS systems and it will be a point to point basis.
179	Section 4.2.7: Interface Requirements	Q: Can bidders assume that all the basic application forms are available in the Integrated Eligibility System and this bid does not include developing new forms in IES? REF: 4.2.7, INF013: "Allow user to interface with the Integrated Eligibility System (IES) to complete basic application forms for services provided by any divisions/units within DHS (DoAS, DMAHS, DFD, DDD, DDS, DMHAS and et. al)" A: Yes. All of the basic application forms are available in the IES and this Bid Solicitation does not include developing new forms.
180	Section 4.2.7: Interface Requirements	Q: The State's Grant Management System is described as "currently SAGE", is this system targeted for replacement? If so, should the new C/CMS System be capable of integrating with the new Grant Management System? If yes, has the new system been identified? REF: N/A

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: No. There are no current plans to replace SAGE.
181	Section 4.2.7: Interface Requirements	Q: Does DoAS have an API/Integration software tool - MuleSoft that they want the vendor to use for Integrations to SAGE, DES etc.? What kind of subscription or license do you have for MuleSoft? A: Refer to the answer to Question #9.
182	Section 4.2.8: System Administration Requirements	Q: In section 4.2.8, the requirement ID ADM004 is missing. Please confirm. A: The Table is updated. Please see REVISED Bid Solicitation 10/30/2023 for more information.
183	Section 4.2.9: General Requirements	Q: GEN007, p. 31 The requirement states "System shall pre-fill the documents with designated data, and Users should have the option to adjust the pre-filled information as appropriate." Typically, pre-filled data elements are read-only. What specific data elements should be pre-filled that should also allow for editing? A: Consumer information data should be pre-filled and also allow for editing.
184	Section 4.2.9: General Requirements:	Q: GEN030, is Alert escalation to supervisors / management based on specific criteria, e.g. time open, required to be supported? A: Yes, alerts are to be able to be configurable by the Agency as alert criteria may differ by program and service.and can change over time.
185	Section 4.2.9: General Requirements	Q: GEN036 - Allow user to Select a Provider from a comprehensive list of active DoAS service Providers Is provider data stored in any other system, or is the new DoAS system the system of record for all provider information? A: The new system will be the system of record for all Provider information.
186	Section 4.2.9: General Requirements	Q: GEN048 - Enable the use of wildcards in search queries of the contents of all text and narratives throughout the system. Can you please define "wildcard" and provide more information on how wildcards are expected to be utilized within the search functionality A: A "wildcard" is a character (or a short string of characters) that help locate multiple items in a search. Wildcards are symbols that represent one or more letters in a word or phrase. They can help you find and replace content that shares a simple pattern. For example, you can use * to match any number of characters, ? to match a single character, or ~ to ignore a character. Different programs may have different rules for using wildcards.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Additional phrasing is using the “%” symbol, for example, “%hospital%”, would be considered an additional phrasing.
187	Section 4.2.9: General Requirements	Q: GEN066 Where can we find documentation on the current OIT and DHS SDLC? A: This requirement has been removed from the Bid Solicitation. Please reference REVISED Bid Solicitation 10/30/2023.
188	Section 4.2.9: General Requirements	Q: Does State required different language support (UI) for customer portal? If Yes, please specify. A: No. The State does not require different language support (UI) for the customer portal.
189	Section 4.2.9: General Requirements	Q: Does DHS have any preferences on the solution's electronic signature tool? A: No preference. The tool should work and meet all required encryption standards per HIPAA.
190	Section 4.2.9: General Requirements	Q: What is the approximate number of letters / communications to NJ residents and providers? A: The current system does not create letters today, so an approximate number of letters/communications to NJ residents and providers is not available.
191	Section 4.2.9: General Requirements	Q: What are the most significant adoption issues you anticipate? A: Potential adoption issues should be anticipated by the Bidder, and Bidder should have a plan to address such issues during development and implementation.
192	Section 4.2.10: System Security Requirements	Q: (SEC037) First Bullet - Will authentication be handled by an existing DHS-controlled LDAP or Active or will authentication be handled entirely by the new application? A: Authentication will be handled entirely by the new application.
193	Section 4.2.10: System Security Requirements	Q: Will Vendor need to access PHI as part of contract performance? If yes, would the State consider negotiating the BAA to allow Vendor to comply only to the extent applicable to it? A: Yes. The Vendor will need to access PHI. The BAA is not subject to negotiation and cannot be modified. Please see SEC033, Section 4.2.10 <i>System Security Requirements</i>, for further information.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
194	Section 4.2.10: System Security Requirements	Q: Can offshore resources be used for development of the solution, if production and non-production environments that contain PII/PHI and other confidential information remain in the US and are not accessed by offshore resources? A: Refer to the answer to Question #36.
195	Section 4.2.10: System Security Requirements	Q: As it relates to RFP section 4.2.10 SYSTEM SECURITY REQUIREMENTS, would the State consider the below revision? [begin add]The requirements in this section 4.2.10 will apply only to the System that is delivered under the contract and not Contractor's current systems and operations.[end add] The Contractor's System shall maintain protection of data relating to Individuals consistent with HIPAA requirements, general privacy, and information security standards[begin add], as applicable to the System and types of data maintained in the System.[end add] A [begin add]commercially reasonable[end add] security model appropriate to relational database systems must be employed. Users shall have system access via a combination of user ID and password. The various software interfaces must permit access only by authorized personnel. The State in its sole discretion will determine if additional login security, (e.g., additional factors, [begin add]such as[end add] physical and/or biometric) is warranted or required. A: The State does not accept these proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
196	Section 4.2.10: System Security Requirements	Q: Table 10; SEC028 "As it relates to RFP section 4.2.10 SYSTEM SECURITY REQUIREMENTS; Table 10; SEC028, would the State consider the below revision? Provide the functionality to support utilization of electronic signatures in compliance with HIPAA standards, and SOA electronic signature standards and regulations.[begin delete] Contractor shall manage the digital keys.[end delete]" A: The State does not accept these proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
197	Section 4.2.10: System Security Requirements	Q: Table 10; SEC034 As it relates to RFP section 4.2.10 SYSTEM SECURITY REQUIREMENTS; Table 10; SEC034, would the State consider the below revision? The Contractor shall[begin add] make commercially reasonable efforts to[end add] ensure [begin delete]all[end delete][begin add] the access to[end add] information not specifically identified as Protected Health Information (PHI) or Personally Identifiable Information (PII) as defined under HIPAA and/or HITECH is [begin delete]treated as privileged communications, held confidential, and must meet the terms and conditions specified in the RFP, BAA and Contract [end delete][begin add]limited to authorized individuals.[end add]"

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept these proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
198	Section 4.2.10: System Security Requirements	Q: Table 10; SEC035 "As it relates to RFP section 4.2.10 SYSTEM SECURITY REQUIREMENTS; Table 10; SEC035, would the State consider the below revision? The Contractor[begin delete]'s[end delete][begin add] shall use a commercially reasonable[end add] data encryption solution[begin delete] shall meet Federal Information Processing Standard (FIPS) 140-3 and at a minimum use AES 128 encryption.[end delete] A: The State does not accept these proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
199	Section 4.3.1: Project Phases	Q: The RFP outlines a phased approach to solution delivery that specifies deliverables by phase. Can bidders propose an alternative and/or expedited deployment approach? A: The scope of work listed in Section 4.3.1 must be completed as provided in the Bid Solicitation. However, bidders can propose an alternative and/or expedited approach to completing the required scope of work.
200	Section 4.3.1: Project Phases	Q: The Expected Contract Start Date is listed as 2/26/2024. Does this date relate to the commencement of Phase 1 of this project? REF: 5.1 Contract Term and Extension Option A: The Expected Contract Start Date that is listed on NJSTART is an estimated start date.
201	Section 4.3.2: Project Work Plan	Q: The last paragraph of the Project Work Plan (PWP) description asks that the PWP include an approach and a number of report examples. These reports would normally be extracted from our PWP and submitted as part of our status reporting. As such, may we include these reports with our sample status report(s) rather than in the sample PWP? A: Pursuant to Section 3.19 of the Bid Solicitation, the Bidder shall provide a draft plan for accomplishing all work required by the Contract. As long as all of the plans required by this section are provided, the Bidder may include its reports in its desired order.
202	Section 4.3.3: Communication Plan	Q: Regarding the overview sessions for System users: based on the locations and number of users the State facilities will accommodate, how many sessions do you anticipate the contractor should be prepared to conduct?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The Bidder should propose in its plan the best method and approach it feels will meet the requirements of this Bid Solicitation. The amount of sessions that would be needed is based off of the need determined by the Bidder as presented in their Quote.
203	Section 4.3.3: Communication Plan	Q: The second paragraph in Section 4.3.3 describes activities and tasks commonly considered Organizational Transformation, Change Enablement, and Stakeholder Management. In addition to Training activities, what is the scope of the bidder's Change Enablement activities? Should we consider the second paragraph of 4.3.3. the full scope, or does the state have additional requirements to provide? A: Bidders should consider the second paragraph of Section 4.3.3 of the Bid Solicitation as the full scope of work.
204	Section 4.3.5: Requirement Traceability Matrix	Q: The RFP states "The Contractor shall use the RTM provided in Exhibit 3." Exhibit 3 was provided in Microsoft Word, however, the instructions in Exhibit 3 for the RTM state "The RTM will be maintained in Excel format." Therefore, please confirm contractors can submit the RTM in Excel format with their Quote. A: The example of the RTM provided in Exhibit 3 is to show the Bidder how the RTM is to be designed. It is expected of the Bidder to have with their Solution a RTM in an Excel format, or a format that can be seamlessly configured to Excel formatting with no errors.
205	Section 4.3.5: Requirement Traceability Matrix	Q: Are there additional scope items to be delivered outside of the requirements noted in the RTM (Section 4.0) that will need to be delivered during the implementation or will the final list of requirements in the RTM be the implementation scope? A: The information provided in Section 4.3.5 of the Bid Solicitation is to be considered the full scope of work.
206	Section 4.3.11: Interface Plan	Q: Integrated Eligibility System [IES] - Please describe number of transactions, payload size and SLA for the interface A: The number of transactions, payload size and SLA is not available.
207	Section 4.3.11: Interface Plan	Q: OAAPS Interface - What will be the frequency of this interface? Will it be an event based interface, real-time or scheduled? A: The frequency of the OAAPS Interface will be once a year. This is an event based interface.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
208	Section 4.3.11: Interface Plan	Q: STARS Reporting - What will be the volume (payload size) of this interface? A: The volume of STARS reporting is approximately 700MB per year
209	Section 4.3.11: Interface Plan	Q: SAGE Interface - Are APIs available for Sage application? A: APIs are not available for SAGE applications at this time.
210	Section 4.3.11: Interface Plan	Q: Row 3 - Fiscal Intermediary (FI): 'The System exchanges data with FI to update information related to eligibility, service authorization, copay and claim payment disposition' Can the state clarify to which eligibility information and service authorization, copay, and claim payment disposition this refers to -- Self-Directed Employee Model FI, the Medicare MAC FI, a New Jersey MCO FI, some or all of those, or something else? A: The data includes: • dates of eligibility; • the service type, amount, frequency, provider authorized; • program co-pay amount, billed, received, balance; and • claim payment disposition (paid, check/payment number, pending, reason for pending). Medicare and Medicaid are not involved. Self-directed employee services are a service type, so the information above is exchanged for self-directed employees as well.
211	Section 4.3.11: Interface Plan	Q: Does DHS/DoAS have a preferred integration/middleware solution that they plan to provide through their own cloud services? Are there existing licenses or subscriptions held by DHS/DoAS for any such integration/middleware solution, like MuleSoft or Redhat, etc., that will be made available for this project? If additional licenses or subscriptions are needed for such solutions, will DHS/DoAS be responsible for procuring these as part of their cloud services provision? A: Refer to the answers to Question #5 and Question #9.
212	Section 4.3.11: Interface Plan	Q: What will be the direction, frequency, and volume of the planned integrations? A: The Bidder, with its Quote, should provide the proposed plan for integrations.
213	Section 4.3.11: Interface Plan	Q: Re: AGIS (ADRC Website) interaction, what is the format and expected method for real time uploads of information of providers and services? Please confirm that the ADRC website is the method for sharing the provider information with the public and that a public-facing website is not something required to be included in the proposed system?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The website is not required in the proposed system, but system should be able to upload data to the designated website. The Bidder should propose an interchange format that they deem necessary and most efficient to meet all the requirements of this Bid Solicitation.
214	Section 4.3.11: Interface Plan	Q: Are there any third-party data feeds into the case management system that you are aware of? Will any data feeds be needed in the future? A: There are currently no third-party data feeds into the case management system. There is not a need for any data feeds in the future.
215	Section 4.3.11: Interface Plan	Q: Table 11 - Is this how the current interfaces work today? A: Currently the only interface is between the website provider AGIS thru Beacon Web
216	Section 4.3.11: Interface Plan	Q: What current integrations are in-place and what systems do they connect to? Is there a need to change these integrations to use new? A: Refer to the answer to Question #215.
217	Section 4.3.11: Interface Plan	Q: Does Vendor need to recommend an API/Integration Tool and also have to setup the tool? A: Yes the Vendor will have to recommend an API/Integration tool and setup the tool.
218	Section 4.3.11: Interface Plan	Q: 6. A. How many and which systems/databases is the future system required to Integrate with? B. Do these platforms have API integration capabilities, or would the vendor be required to build a custom API? C. Would any payments system integration be required ? A: The system/databases that need to be integrated are listed in Section 4.3.11 – <i>Interface Plan</i>, Table 11, <i>System Interfaces</i>. B. Pursuant to Bid Solicitation Section 4.3.11 – <i>Interface Plan</i>, it is the requirement of the Vendor to build an API/Integration Tool. C. No payment system integration is required according to this Bid Solicitation.
219	Section 4.3.11: Interface Plan	Q: Is DoAS willing to leverage middleware solutions for integrations? A: The Bidder should propose, as part of their Quote, a software service that can meet the requirements of this Bid Solicitation. DHS/DoAS will not be

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		responsible for procuring such licenses or subscriptions for these software services listed, or for any software services similar to those listed. Please refer to Question #9 for further information.
220	Section 4.3.12: Change Management Plan	Q: The description of the Change Management Plan includes requirements that we typically see in two separate plans: A Change Management (CM) Plan focused on changes to contract requirements throughout the project lifecycle and an Organizational Change Management (OCM) Plan focused on managing resistance and the psychological impact of a new system and promoting its adoption by users. While we strongly recommend the state focus on OCM, the requested steps are out of place in this plan. These steps are also not requested in the plan described in the Project Management Guidelines Appendix. Will the state remove the OCM steps from the requirements for the CM plan or clarify the bidder's role in OCM? A: The State does not accept these proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
221	Section 4.3.13: Training Plan	Q: This section describes a very comprehensive training solution for DDI and Operations, including instructor led training in multiple locations for a variety of user groups, train the trainer, and online training, in addition to preparing and maintaining materials. Please describe the State's intention for which training sessions the bidder will deliver vs. which will be led by State trainers. A: The State expects a complete training plan as part of the Bidder's Quote in addition to the strategy for meeting the requirements of that plan. The Bidder must, based off of future updates, present new trainings to the State. Initial trainings will be conducted by the Bidder and the Bidder should provide its approach for training the trainer. The State will provide subsequent trainings as a result of the training the trainer piece.
222	Section 4.3.13: Training Plan	Q: In how many locations and for what duration does the State anticipate the contractor will provide training sessions? A: DoAS has a central office in Hamilton Township, Mercer County, New Jersey. There are two regional (Northern and Southern) offices in Edison, NJ and Hammonton, NJ. There are also twenty-one Area Agency on Aging (AAAs) in each county within the State. The bidder should describe its training approaches, including video conferencing, face-to-face presentations, and self-directed tutorials.
223	Section 4.3.13: Training Plan	Q: To support consistent sizing of our training solutions among bidders, please provide the anticipated number of System users and Providers, non-bidder Subcontractors, State operations personnel, and trainers who will participate in Train the Trainer sessions. A: There will be approximately 4,000 users of the system. The State expects a complete training plan as part of the Bid and the strategy for meeting the

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		requirements of that plan. Initial trainings will be conducted by the Bidder and the Bidder should provide its approach for training the trainer. The State will provide subsequent trainings as a result of the training the trainer piece.
224	Section 4.3.15: Maintenance and Operations Plan	Q: System Development Life Cycle (SDLC) and methodology Is the state open to an agile implementation approach and the associated adjustments to contract deliverables? A: The Bidder should describe its recommended approach within their Quote submission.
225	Section 4.4: Contractor Logistics	Q: Please describe the frequency and circumstances when contractor staff will be needed at various state and county offices. A: The State cannot describe the frequency in which the Contractor will need to be at state and county offices since this depends on multiple variables, such as, but not limited to, training sessions and equipment troubleshooting.
226	Section 4.4: Contractor Logistics	Q: What, specifically, is the on-site requirement for contractor? A: Refer to the answer to Question #225.
227	Section 4.4: Contractor Logistics	Q: The third paragraph of Section 4.4 refers to "on-site staff." Please provide details regarding the percentage of and specific positions that DoAS requires to work on-site. A: Refer to the answer to Question #225.
228	Section 4.4.1: Multiple Environments	Q: How many environments are desired and are there specific environments that must be present post go-live? A: The Contractor shall implement a System which provides five (5) application instances to support the following environments: • Development (as appropriate, for prototyping, configuration and setting changes, and for programming customizations); • Testing/Quality-Assurance (for testing changes and customizations); • Training (for training end-users); • Production; and • Disaster Recovery.
229	Section 4.4.3: Data Migration	Q: The RFP states that "The Contactor shall perform an analysis of all data from the existing system (approximately 15 years' worth) and other secondary data sources, which contains more than 1 million client records." and "The Contractor is responsible for developing the data migration specifications for each data element, including data source

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		information, target data information, data cleansing rules, data conversion rules and for retaining data from the existing system subsequent to data migration. " Please provide expected data sources, volume(s), format, etc. to be migrated from the existing system(s) so the bidder may adequately estimate the required level of effort. A: Refer to the answers to Questions #11 and Question #71(2).
230	Section 4.4.3: Data Migration	Q: Could you provide details on what the "more than 1 million client records" to be migrated are? What type of data records are these? How many records of each type? What data format? What data source are these records currently in? A: An estimation of the volume and type of data records to be converted cannot be made at this time. A determination of what historical data will be transferred from the incumbent and what data will be archived will be made after award has been made.
231	Section 4.4.3: Data Migration	Q: What is the format of the original data that needs to be migrated, such as DB2, SQL server, and more? A: Refer to the answer to Question #230.
232	Section 4.4.3: Data Migration	Q: What is the volume of data to be converted and migrated? A: Refer to the answer to Question #230.
233	Section 4.4.3: Data Migration	Q: What is the volume of the documents that needs to be migrated into the new solution? A: Refer to the answer to Question #230.
234	Section 4.4.3: Data Migration	Q: Does DoAS have a standard set of data migration or ETL software tools that they want the vendor to use for migration? A: Refer to the answer to Question #11.
235	Section 4.4.3: Data Migration	Q: What are the existing data standards or protocols that need to be followed for seamless data exchange between systems? A: Existing data standards or protocols can be seen in Section 4.2.10 – <i>System Requirements</i>, Table 10 of the Bid Solicitation.
236	Section 4.4.3: Data Migration	Q: Is the current data stored in one legacy system or in multiple legacy systems?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The current data is stored in one legacy system.
237	Section 4.4.3: Data Migration	Q: Section 4.4.3 refers to "Technical documentation shall include the following:" and the first bullet is Master Data Management. Considering the level of governance and participation by the state business personnel, what is the state's expectation of implementing MDM? A: The State expects that each bullet point described in Section 4.4.3 <i>Data Migration</i> is developed and maintained by the Contractor.
238	Section 4.4.3: Data Migration	Q: Please provide information on the format(s) available for data export and sample of the data if possible. REF: 4.43 Data Migration: "The data migration from the source to target (from the existing system to the Contractor's new System) will be the Contractor's responsibility." A: Please refer to the answers to Question #11 and #71(2).
239	Section 4.4.3: Data Migration	Q: Will data cleanup/merging be needed as part of the data? A: Yes. Data cleanup/merging will be needed as part of the data migration.
240	Section 4.4.3: Data Migration	Q: Does the state have an existing document management system? A: No. The State does not have an existing document management system.
241	Section 4.4.3: Data Migration	Q: Does the vendor need to recommend and procure tools for data migration from source to target systems? A: Yes. The Bidder is to recommend and procure the tools needed for data migration. For additional information, refer to the answer to Question #9.
242	Section 4.4.3: Data Migration	Q: Will data quality and/or standardization of any data attributes need to be performed during migration of legacy data to new target system? A: Yes. Data quality and/or standardization of any data attributes will need to be performed during migration.
243	Section 4.4.3: Data Migration	Q: Does the current system contain any PII or PHI data that the contractor needs to be aware of for migration security considerations? A: Yes. The current system contains PII and/or PHI data.
244	Section 4.4.3: Data Migration	Q: DATA MIGRATION, would the State consider the below revision? The Contractor shall provide[begin add] commercially reasonable[end add]

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		administrative, physical, and technical safeguards for encryption. The Contractor[begin add] shall make commercially reasonable efforts to[end add][begin delete] must[end delete] ensure that the data is encrypted in the database,[begin delete] and in[end delete][begin add] at[end add] rest, and in transit [begin add]over public networks[end add] for each data transfer process. 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.
245	Section 4.4.3: Data Migration	Q: 8. Please share more information on number for systems in scope for Data Migration. What would be the size of data and would it include files & attachments? If yes, what type of attachments? A: Refer to the answers to Questions #11 and #71(2).
246	Section 4.4.3: Data Migration	Q: Does the legacy C/CMS system have an API or will data for migration be provided by some other means? Will the State have a resource available during the project who has working knowledge of the current system and legacy data? REF: 4.43 Data Migration: "The data migration from the source to target (from the existing system to the Contractor's new System) will be the Contractor's responsibility." A: Yes. There will be resources available during the project who have working knowledge of the current system and legacy data. Refer to the answers to Questions #11 and #71(2) for additional information.
247	Section 4.4.4: System Testing Plan	Q: Is the Solution Acceptance Test Plan requested in C. a separate plan or another name for the System Testing Plan? A: These are two separate plans. The System Testing Plan is to meet all of the requirements described in Section 4.4.4(A). The Solution Acceptance Test Plan (Section 4.4.4(C)) is an updated plan based from the results presented from the Solution Acceptance Test Results (Section 4.4.4(B)).
248	Section 4.4.4: System Testing Plan	Q: What kind of Application Lifecycle Management (ALM) and DevOps tools do DHS/DoAS currently have? For example, Jira/Atlassian suite or Azure DevOps or Git, etc.? Will DHS/DoAS procure such tools if and as needed for the solution? A: The Bidder should propose, as part of their Quote, a software service that can meet the requirements of this Bid Solicitation. DHS/DoAS will not be responsible for procuring such licenses or subscriptions for these software services listed, or for any software services similar to those listed. Please refer to Question #9 for more information.
249	Section 4.4.4: System Testing Plan	Q: What is the state's availability to provide support, cleansing, and validation of the data conversion test results?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: DHS/DoAS can provide support upon request and mutual agreement between the Contractor and the State.
250	Section 4.4.6: Implementation	Q: When would the Department like the implementation to begin? A: Refer to the answer to Question #41.
251	Section 4.4.6: Implementation	Q: Section 5.1 states that the Contract term is for 3 base years, does this include the implementation timeline or are the contracting years (3 base years) to begin post the implementation timeline? A: All requirements of this Bid Solicitation are to be implemented during the contract term.
252	Section 4.4.6: implementation	Q: Does DoAS have any completion timeline in mind for the implementation of the system? A: Refer to the answer to Question #41.
253	Section 4.4.10: Disaster Recovery	Q: If we, as the vendor, propose a cloud-hosted SaaS solution for the C/CMS (such as Salesforce or MS Dynamics 365), we understand that the disaster recovery plan, disaster recovery location, and the redundant database will be provided by the SaaS provider (such as Salesforce or Microsoft). Could DoAS confirm that it is acceptable, given that the State will be responsible for procuring and managing these cloud services? A: The Bidder, with their Quote, is to propose a solution that can meet all of the requirements of this Bid Solicitation. The State will consider all proposed solutions. Please refer to Question #9 for further information.
254	Section 4.6: Additional Deliverable Language	Q: As it relates to RFP section 4.6 ADDITIONAL DELIVERABLE LANGUAGE, would the State consider the below revision? The [begin delete]deliverables[end delete][begin add] Deliverables[end add] shall be submitted to the State Contract Manager on or before close of business on the due date as outlined in the Contractor's project work plan.[begin delete] Deliverables will be evaluated for timeliness, completeness, quality, and whether the deliverable complies with the RFP requirements.[end delete] [begin add]Upon delivery of a Deliverable or Customized Software to the State, the State shall review the Deliverable or Customized Software in accordance with any acceptance procedure and[end add][begin delete] The Contractor shall provide one (1) electronic copy and one (1) hardcopy of every deliverable, on or[end delete] before the due date specified in the accepted Project Work Plan. All [begin delete]deliverables[end delete] [begin add]Deliverables[end add] shall be submitted in [begin delete]both Microsoft Word (.docx) and Portable Document Format (.pdf)[end delete][begin add] the format as specified in such accepted Project Work Plan.[begin delete] The State will provide written acceptance or rejection within 20 Business Days of receipt. Notice

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		of rejection will include the nature and extent of the corrections required for deliverable acceptance. Formal acceptance of each deliverable will require signature of the Contractor and the State Contract Manager. An accepted deliverable shall be deemed part of this contract.[end delete] 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.
255	Section 4.6: Additional Deliverable Language	Q: [begin add]If no such acceptance procedure or acceptance period is specified, the acceptance procedure shall be as set forth in this Contract and the acceptance period shall be within ten (10) business days of delivery. The State may reject the Deliverable or Customized Software within the applicable acceptance period by providing to the Contractor a notice of rejection ("Rejection Notice") specifying a list of material non-conformities with the specifications set forth in the Contract or Bid Solicitation (the "Specifications"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the Contractor point of contact specified in the Contract or otherwise identified to the State in writing by the Contractor. The Contractor shall then conform the Deliverable or Customized Software to the Specifications and resubmit it to the State for review and acceptance in accordance with this Section 4.6 ("Work-Out Period"). This process shall continue until the Deliverable or Customized Software is accepted; provided, that, in the unlikely event the Deliverable or Customized Software 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) the Contractor will promptly provide the State with a refund of any amounts paid by the State for the Customized Software or Deliverables that, at the time of termination, have not met the Specifications, and (iii) the State will promptly return such Deliverables or Customized Software to the Contractor. [end add] 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
256	Section 4.6: Additional Deliverable Language	Q: As it relates to RFP section 4.6 ADDITIONAL DELIVERABLE LANGUAGE, would the State consider the below revision? [begin add]The Deliverable or Customized Software will be deemed accepted when the applicable acceptance period has expired without the Contractor receiving an effective Rejection Notice, or when the State uses such Deliverable or Customized Software (notwithstanding any rejection of such Deliverable or Customized Software) in a production environment, whichever occurs first. By submitting a deliverable, the Contractor represents that to the best of its knowledge, it has performed the associated tasks in a manner that will meet the objectives stated in this RFP and the resulting contract. By accepting a deliverable, the State represents only that it has reviewed the deliverable and detected no errors or omissions of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding or denial of payment for the work completed. During the review of deliverables and/or upon the State's acceptance of

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		deliverables, the State may request that the Contractor provide a structured walk-through of the deliverable being reviewed. The Contractor shall conduct each walk-through at a time and place convenient to the State staff attending, as specified by the State.[end add] 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
257	Section 5: General Contract Terms	Q: As it relates to RFP section 5, would the State consider the below revision? [begin add]5.10 CONTRACTOR REPRESENTATIONS. The Contractor warrants to the State that, for a period of ninety (90) days after acceptance thereof, the Customized Software as delivered by the Contractor will conform to its Specifications in all material respects; provided, that, the Contractor's warranties and obligations under this Section 5.10 shall not apply to the extent the non-conformity arises out of (i) use of the Customized Software other than in accordance with applicable documentation (as described more fully in Section 4.5, (ii) any alteration, modification, or revision of the Customized Software not expressly authorized in writing by the Contractor, or (iii) the underlying State Intellectual Property (including any updates and upgrades thereto) and State Data. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5.10, CONTRACTOR EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS CONTRACT, STATE INTELLECTUAL PROPERTY (INCLUDING THIRD PARTY INTELLECTUAL PROPERTY), STATE DATA, DELIVERABLES, CUSTOMIZED SOFTWARE, OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, OR THE APPROPRIATENESS OF ANY REQUIREMENTS OR SPECIFICATIONS (INCLUDING THOSE SET OUT IN THE BID SOLICITATION).[end add] 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.
258	Section 5: General Contract Terms	Q: As it relates to RFP section 5, would the State consider the below revision? [begin add]5.10 CONTRACTOR REPRESENTATIONS. The Contractor warrants to the State that, for a period of ninety (90) days after acceptance thereof, the Customized Software as delivered by the Contractor will conform to its Specifications in all material respects; provided, that, the Contractor's warranties and obligations under this Section 5.10 shall not apply to the extent the non-conformity arises out of (i) use of the Customized Software other than in accordance with applicable documentation (as described more fully in Section 4.5, (ii) any alteration, modification, or revision of the Customized Software not expressly authorized in writing by the Contractor, or (iii) the underlying State Intellectual Property (including any updates and upgrades thereto) and State Data. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5.10, CONTRACTOR EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS CONTRACT, STATE INTELLECTUAL PROPERTY

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		(INCLUDING THIRD PARTY INTELLECTUAL PROPERTY), STATE DATA, DELIVERABLES, CUSTOMIZED SOFTWARE, OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, OR THE APPROPRIATENESS OF ANY REQUIREMENTS OR SPECIFICATIONS (INCLUDING THOSE SET OUT IN THE BID SOLICITATION).[end add] 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.
259	Section 5: General Contract Terms	Q: As it relates to RFP section 5, would the State consider the below revision? [begin add]5.1 STATE REPRESENTATIONS. The State represents, warrants, and covenants to the Contractor that (i) the State has obtained all consents, permits, licenses, and other approvals required (if any) for the Contractor to perform the services under this Contract and to use the State Intellectual Property and State Data in accordance with the license granted in Sections 5.4.A and 5.4.F, (ii) the Contractor's exercise of its rights under Sections 5.4.A and 5.4.F with respect to State Materials and State Data, excluding Third Party Intellectual Property, 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, and (iii) the State will use the Customized Software in accordance with applicable law. Any claim for breach of the Contractor's warranties set forth in this section or any other claims for breach of warranty with respect to the Customized Software's failure to conform to its Specifications in all material respects must be made by written notice to the Contractor within ninety (90) days after acceptance of the Customized Software. With respect to any circumstances alleged to give rise to such a breach of warranty, the State's exclusive remedies, and the Contractor's entire liability, shall be, at the Contractor's option, (i) the repair and replacement of the Customized Software or (ii) the refund to the State of the amount paid to the Contractor for the non-conforming Customized Software; provided, that, the State shall promptly return to the Contractor all Deliverables to which the refunded amounts relate and shall have no further right to use the Customized Software or any such Deliverables in the Customized Software or otherwise.[end add] 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.
260	Section 5: General Contract Terms	Q: As it relates to RFP section 5, would the State consider the below revision? [begin add]5.12 CPA DISCLOSURE. Contractor is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the services Contractor is providing, non-CPA holders may provide the services under the Contract. 5.13 VOLUME REBATES. Where Contractor is reimbursed for expenses, Contractor will bill for the amount Contractor paid, without any additional markup. After such expenses are incurred, Contractor may receive rebates or incentive payments based on aggregate purchases, which may include expenses reimbursed by Client in addition to other clients. Such rebates

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		are not credited back to the State, but are used to reduce Contractor overhead.[end add] 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.
261	Section 5: General Contract Terms	Q: As it relates to RFP section 5, would the State consider the below revision? [begin add]5.14 FORCE MAJEURE. Except for the obligation of a party to make payments required hereunder, neither party shall be responsible for any delay or failure in performance of any part of this Agreement or the Services to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, malicious acts of third parties, or any other circumstances beyond the reasonable control of the non-performing party (each a "Condition"). The delayed party shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the delayed party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Contract whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Contract upon written notice to the delayed party.[end add] 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.
262	Section 5.4: Ownership of Material	Q: Would the State consider including a clarification that the State owns all deliverables developed "exclusively" for the State and upon payment? 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.
263	Section 5.4: Ownership of Material	Q: Pursuant to Section 5.4 of the Bid Solicitation, Bidder plans to specify in its bid solicitation that the State, on its own, acquire and obtain a license to the third party SaaS provider. Certain bid requirements apply to such SaaS provider, and not bidder as the implementation consultant. Accordingly, the terms of the contract between Bidder and the State should reflect the agreed scope. Is the State willing to bifurcate between each respective contract provisions applicable to the SaaS provider (e.g., uptime guarantee) with the provisions applicable to the system integrator?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
264	Section 5.4: Ownership of Material	Q: As it relates to RFP section 5.4 OWNERSHIP OF MATERIAL, would the State consider the below revision? A. State Data - The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data.[begin add] With respect to any State Data to which Contractor is provided access in connection with the services performed under this Contract, the State hereby grants to Contractor 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 Data to the extent necessary for Contractor to provide such services.[end add] 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.
265	Section 5.4: Ownership of Material	Q: As it relates to RFP section 5.4 OWNERSHIP OF MATERIAL, would the State consider the below revision? B.[begin delete] Work Product;[end delete][begin add] Services[end add] - [begin add]The Contractor shall[end add][begin delete] State[end delete] own[begin delete]s[end delete] all Deliverables [begin add]and Customized Software[end add] developed for the State in the course of providing Services under the Contract, including but not limited to,[begin delete] all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract,[end delete] 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.
266	Section 5.4: Ownership of Material	Q: As it relates to RFP section 5.4 OWNERSHIP OF MATERIAL, would the State consider the below revision? [begin add]modifications, enhancements, improvements, or derivative works of any State Intellectual Property, whether developed by or on behalf of the Contractor solely or both parties jointly, but not any State Intellectual Property as they exist prior to the performance of the services under this Contract (subject to the license to the Contractor granted under Sections 5.4.A and 5.4.F). Upon full and final payment by the State of all amounts due under the Contract, the Contractor 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 Customized Software, 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 5.4.B, the State may not sell or license, sublicense, assign, or transfer, in whole or in part, the Deliverables or Customized, including any Vendor Intellectual Property contained therein.[end add]

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
267	Section 5.9: Reporter and Supplier Compliance Fee	Q: As it relates to RFP section 5.9 REPORTING AND SUPPLIER CONVENIENCE FEE, would the State consider the below revision? D. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to Using Agencies and Intrastate Cooperative Purchasing Participants in sufficient detail to enable the State to determine the Supplier Convenience Fee payable by the Contractor. The State [begin delete]and/or Periscope[end delete] may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. [begin delete]If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.[end delete] 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.
268	Section 5.9: Reporter and Supplier Compliance Fee	Q: Section 5.9.D. of the Bid Solicitation seems to suggest that a single (one monthly invoice) overpayment of 5% or more shifts audit costs to the Bidder. Would the State agree to modify that to an aggregate overpayment, i.e., for all amounts that are the subject of the audit? 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.
269	Section 6.2: Information Security Program Management	Q: Can the State please confirm that "D. Independent review of the effectiveness of the Contractor's information security program" does not include NJ audit rights? A: Correct. See Section 5.15 of the NJ State Standard Terms and Conditions with regard to audits.
270	Section 6.20: Mobile Device Security	Q: Is the new C/CMS solution expected to be available on mobile? If so, for what user categories? A: Having a C/CMS solution on a mobile device is not required.
271	Section 7: Modifications to the State of New Jersey Standard Terms and	Q: Would the State Consider revising the indemnity provision to better apportion risk and more closely align with industry standards? A. CONTRACTOR RESPONSIBILITIES - The Contractor's liability to the State and its employees in third party suits shall be as follows: 1. The Contractor shall indemnify, defend, and save harmless the State and its officers,

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Conditions, 4.1 Indemnification	agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith: i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the negligent acts or omissions of the Contractor in performing the work under this Contract; and ii. For or on account of the unlawful use of any third-party patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and 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
272	Section 7.1: Modifications to the State of New Jersey Standard Terms and Conditions, 4.1 Indemnification	Q: Would the State Consider revising the indemnity provision to better apportion risk and more closely align with industry standards? 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; or (2) replace or modify the product to provide a non-infringing product that is the functional equivalent. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement. 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.
273	Section 7.1: Modifications to the State of New Jersey Standard Terms and Conditions, 4.1 Indemnification	Q: Would the State Consider revising the indemnity provision to better apportion risk and more closely align with industry standards? 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions; or (4) the

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor. 4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. 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
274	Section 7.1: Modifications to the State of New Jersey Standard Terms and Conditions, 4.1 Indemnification	Q: Would the State Consider revising the indemnity provision to better apportion risk and more closely align with industry standards? 5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product 6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. 7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract. 8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. 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
275	Section 7.1: Modifications to the State of New Jersey Standard Terms and Conditions, 4.1 Indemnification	Q: Bid Solicitation, Section 7 (Section 4.1.A.3.(3)) - State's requirement that Bidder review and identify whether State's design specifications infringe third party rights is onerous. Bidder's obligation to advise regarding same should be limited to Bidder's actual knowledge of same, with no independent requirement to review/identify. Bidder does not hire patent lawyers to review client 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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
276	Section 7.1.1: Professional Liability Insurance	Q: If the insurance amounts held by a bidder are below the insurance amounts required in this RFP, can the additional amount be added by the bidder prior to the award of the contract? REF: 7.1 Insurance A: The awarded Contractor must meet the minimum insurance amounts under Section 7.1 of the Bid Solicitation as a post-award requirement.
277	Section 7.1.1: Professional Liability Insurance	Q: As it relates to RFP section 7.1 INSURANCE, would the State consider the below revision? 7.1.1 PROFESSIONAL LIABILITY INSURANCE, [begin add]INCLUDING CYBER LIABILITY[end add] The insurance shall be in the amount of not less than [being add]\$5,000,000[end add][begin delete]\$10,000,000[end delete] per each [begin add]claim[end add][begin delete]occurrence, and in such policy forms as shall be approved by the State.[end delete] 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. [begin delete]7.1.2 CYBER BREACH INSURANCE Section 4.2 of the SSTC supplemented with the following: Cyber Breach Insurance: The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$10,000,000 or higher if appropriate. The insurance shall at a minimum cover the following: Data loss, malware, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims. [end delete] 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.
278	Section 7.1.2: Cyber Breach Insurance	Q: Will the State please consider altering 7.1.2 - Cyber Breach Insurance to reflect \$5,000,000 coverage of Cyber Breach Insurance? The language should specify "The insurance shall be in an amount of not less than \$5,000,000 " Our reasoning is that we currently hold a \$5,000,000 policy under Cyber Breach Insurance. 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
279	Section 7.1.3: Limitation of Liability Options	Q: Would the State consider revising the Limitation of Liability provision to align with industry standards and place a super cap on confidentiality obligations? A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 100% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. This limitation of liability shall not apply to the following: i. The Contractor's indemnification obligations as described in Section 4.1; and B. B. Subject to the foregoing limitations on liability, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws; and (5) completing corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security. C. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages. 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.
280	Section 7.1.3: Limitation of Liability	Q: Will the State please consider altering 4.3 - Limitation of Liability Part A to reduce the liability aggregate to 100% of the fees paid by the State? The specific language should read "The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate of 100% of the fees paid by the State during the previous twelve months to the Contractor for the products or services giving rise to such damages." This would also eliminate the \$7,500,000 cap in the language. Our reasoning reflects liability held in the contract and allows for sustainability for Dimagi as a vendor to service government partners. 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
281	Section 7.1.3: Limitation of Liability	Q: Section 7.1.3 (Section 4.3.A) - Bidder would delete the qualifier that the damages cap apply only to Third Party Claims. For the damages cap to be meaningful and for Bidder to provide a competitive bid, the cap should apply as well to first party (breach of contract) claims.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms
282	Section 7.1.3: Limitation of Liability	Q: MTX [Bidder] submits the following exception in good faith effort: The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 300% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$7,500,000. 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
283	Section 7.1.3: Limitation of Liability	Q: LIMITATION OF LIABILITY THE TOTAL, CUMULATIVE LIABILITY OF VENDOR UNDER THIS AGREEMENT AND ANY WORK ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO VENDOR UNDER THE APPLICABLE WORK ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. VENDOR'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL OF VENDOR'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE ABOVE LIMIT. THE EXISTENCE OF CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THE LIMIT. 13.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS AGREEMENT ARE A MATERIAL PART OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT VENDOR WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH PROVISIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THESE LIMITATION OF LIABILITY PROVISIONS SHALL APPLY WHETHER OR NOT THE REMEDIES ALLOWED UNDER THIS AGREEMENT ARE DEEMED ADEQUATE AND WHETHER OR NOT SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. Contractor proposes to limit liability in accordance with industry standards and contractor policies A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
284	Section 8.9.1: Technical Evaluation Criteria	Q: For the Technical Evaluation score, will the state please specify the scoring mechanism (e.g., points allocation) for the Technical Approach, Staffing Approach, Experience of Firm, and Oral Presentation? A: Pursuant to Bid Solicitation Section 8.11, this information will not be provided prior to award in the event the State conducts negotiations.
285	Section 8.9.2: Pricing Evaluation	Q: Will the state please specify the scoring mechanism (e.g., points allocation) for the price evaluation? Further, how will the state evaluate overall scoring of the combined technical and price components? A: Refer to the answer to Question #284.
286	Section 9.3: Using Agency Specific Definitions	Q: What is a 'Unit of Service'? A: A Unit of Service in healthcare is a measurement used for billing or productivity purposes in provision of therapy or other health services. It can be based on different types of units, such as bed days, treatment days, minutes, or direct staff hours, depending on the service modality or element. A unit of service can also refer to a health facility that provides free or low-cost screening, evaluation, examination, and pharmacy services to patients on a walk-in basis.
287	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) – Section 4 – Indemnification and Insurance	Q: LIMITATION OF LIABILITY THE TOTAL, CUMULATIVE LIABILITY OF VENDOR UNDER THIS AGREEMENT AND ANY WORK ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO VENDOR UNDER THE APPLICABLE WORK ORDER DURING THE TWELVE (12) MONTHS Contractor proposes to limit liability in accordance with industry standards and contractor policies A: The State does not accept this proposed modification. The State declines to limit its potential risks beyond those outlined in the Bid Solicitation.
288	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) – Section 4 – Indemnification and Insurance	Q: IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. VENDOR'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL OF VENDOR'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE ABOVE LIMIT. THE EXISTENCE OF CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THE LIMIT. 13.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS, HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS AGREEMENT ARE A MATERIAL PART OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT VENDOR WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH PROVISIONS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THESE LIMITATION OF LIABILITY PROVISIONS SHALL APPLY WHETHER

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		OR NOT THE REMEDIES ALLOWED UNDER THIS AGREEMENT ARE DEEMED ADEQUATE AND WHETHER OR NOT SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. THE VENDOR'S LIABILITY TO THE CUSTOMER IS REDUCED TO THE EXTENT (IF ANY) THAT THE CUSTOMER CAUSES OR CONTRIBUTES TO THE RELEVANT LOSS OR FAILS TO ACT REASONABLY TO MITIGATE ITS LOSS. A: The State does not accept this proposed modification. The State declines to limit its potential risks beyond those outlined in the Bid Solicitation.
289	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.6 - Suspension of Work	Q: Would the State consider adding a 10-day advance notice period to the Suspension of Work clause, to allow for the safe and orderly wind down of services prior to the start of a suspension? 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.
290	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.6 - Suspension of Work	Q: Contractor cannot agree to suspending work due to the high cost of paying for a team without an paying assignment A: This is not a question, and cannot be answered as posed. The Contractor's responsibilities are defined in the terms of the Bid Solicitation. The State declines to modify the terms beyond those in the Bid Solicitation.
291	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.6 - Suspension of Work	Q: Contractor deletes the following; "The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment. Contractor cannot agree to suspending work due to the high cost of paying for a team without an paying assignment 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.
292	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.7 –	Q: As it relates to SSTC section 5.7 Termination of Contract, would the State allow a cure period sufficient to address the default by deleting the following? [begin delete]C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and[end delete]

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Termination of 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.
293	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.7 – Termination of Contract	Q: It is commercially standard for clients, including most public agencies in similar positions as the State, to provide a 30-day period in which the Contractor is afforded an opportunity to cure a breach of the Contract. Therefore, we request the State allow a cure period of 30 days with language similar to that suggested below. 1. Where a contractor materially fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and does not, within 30 calendar days after receiving such complaint or notice, cure the failure or noncompliance, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and 3. Contractor may terminate the contract or order in the event of an uncured material breach by the State, including without limitation, non-payment. 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.
294	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.7 – Termination of Contract	Q: A. For Convenience: Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than [begin delete]30 days[end delete] [begin add] ninety (90) days[end add] written notice to the contractor [begin add] and payment of termination fees listed in the affected Statement of work;[end add] B. For Cause: 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon [begin delete] ten (10) [end delete] [begin add] thirty (30) [end add] days' notice to the contractor, [begin add] providing Contractor with a 30-day cure period [end add] [begin delete] with an opportunity to respond; [end delete] and 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, [begin delete] the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond. [end delete] C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. [begin delete] Such compensation may be subject to adjustments.[end delete]

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Contractor made changes that aligns the termination requirements with Contractor policies and Industry standard. 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
295	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.11 - Performance Guarantee of Contractor	Q: The contractor hereby certifies that: [begin delete] A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice; B. All equipment supplied to the State and operated by electrical current is UL listed where applicable; C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location; D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters; E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice; F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and [end delete] G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. [begin delete] The contract shall not be considered complete until final approval by the State's using agency is rendered. [end delete] Contractor excised language that does not apply. Contractor provides IT services and nothing else. 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
296	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.12 - Delivery	Q: Item D - This provision can, if strictly applied, mean that the using agency could procure the services from elsewhere if there is even a 1-day delay. The purchase of replacement services is entirely subjective, exposing the Contractor to potential liability disproportionate to performance of the work and potentially requires that the Contractor account for such risk in its pricing and approach. Therefore, would the State consider modifying the provision as noted below? D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract after the State has

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		provided notice to Contractor of said failure and Contractor fails to cure the issue causing the delay as mutually agreed, the using agency shall be authorized to obtain the material or service from any available source provided however, that (1) the State has taken reasonable steps to mitigate such costs, (2) the third party scope of goods and services are substantially the same as the goods and services provided under the Contract, and (3) with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the Contractor or being an obligation owed the State by the Contractor, subject to the limitation of liability set forth in Section 4.3 of the New Jersey Standard Terms and Conditions. For consistency, we further suggest that the same approach be applied to similar terms within the standard terms and conditions. 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
297	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.15 - Maintenance of Records	Q: Would the State consider limiting audits to books and records related to any invoices or payments made by the State under the Contract? A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
298	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) – Section 5.21 – Claims and Remedies	Q: Would the State consider amending this subsection as follows? In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, , or take any other action or seek any other remedies available at law or in equity. 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
299	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.23 - Confidentiality	Q: As it relates to SSTC section 5.23 Confidentiality, 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, [begin delete]any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);[end delete] A: The State does not accept this proposed modification. The proposed definition of State data is too narrow.
300	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) -	Q: As it relates to SSTC section 5.23 Confidentiality, 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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 5.23 - Confidentiality	Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law [begin add]or as required under applicable professional standards,[end add] 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 this proposed modification. The protection of the State's data and these contract terms may not be modified by professional standards.
301	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.23 - Confidentiality	Q: As it relates to SSTC section 5.23 Confidentiality, 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 [begin add]law or [end add]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 this proposed modification. The protection of the State's data and these contract terms may not be modified by professional standards.
302	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) - Section 5.23 - Confidentiality	Q: As it relates to SSTC section 5.23 Confidentiality, 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 [begin add]law or [end add]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). [begin add](iii) in the case of Contractor, if disclosure is required under applicable professional standards.[end add]

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
303	Attachment 1 - 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? [begin add]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.[end add] 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.
304	Attachment 1 - New Jersey State Standard Terms and Conditions (SSTC) – Section 6.1 - Price Fluctuation During Contract	Q: Due to our varying customer requirements and the unique nature of each solution that we design to meet them, there are numerous complexities associated with determining the final terms and price of any specific engagement, including the volume of services, the period of performance, the geography, the various risk factors associated with the services (e.g. liability related provisions, performance bonds, budget and schedule constraints, etc.) and other factors. Unlike with goods or commodities, the pricing of complex projects of this nature is not done by applying or reading from a simple price list, and no “contractor price decrease” will take place that could be automatically or formulaically passed on to the State. Further, it would be costly, burdensome and likely impossible for Contractors to track and then try to compare the pricing across thousands of projects each year. Therefore, would the State consider modifying the provision as noted below? In the event of a manufacturer's or contractor's price decrease during the contract period of comparable services under comparable contract terms for organizations similar in size and purpose to the State, the State shall receive the full benefit of such price reduction for such services on any undelivered purchase order and on any subsequent order placed during the contract period. A: The State does not accept the proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
305	New Jersey State Standard Terms and Conditions (SSTC) - Section 6.4 –	Q: [begin delete] The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Optional Payment Method P-Card	require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.[end delete] Contractor is not able to accept credit cards A: The State does not accept the proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
306	Attachment 2 – Standard Procurement Forms Packet	Q: Please confirm that the four items checked off in the Bid Solicitation Checklist are the only forms/documents that are required to be submitted at time of Quote submission. - Ownership Disclosure Form - Subcontractor Utilization Plan - State-Supplied Price Sheet - Proof of Affirmative Action Compliance A: As stated in the response to Question #22, any requirement designated as a “must” or “shall” within the Bid Solicitation is mandatory and is to be made part of the bid submission.
307	Attachment 2 – Standard Procurement Forms Packet	Q: Can the state please post the “Public Work Registration Certificate” as it is not included in the bid packet nor can be found on at the link provided in the Attachment 2 - Standard Procurement Forms Packet 5.11.2023. A: The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires all contractors, subcontractors, or lower tier subcontractors who bid on or engage in the performance of any work for which the payment of prevailing wage is required in the state of New Jersey to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company and its responsible representatives. To File or Renew a Contractor Application, please visit https://www.njportal.com/LWD/PWCR/
308	Attachment 4 - State-Supplied Price Sheet	Q: Section B It appears that some line items (i.e., Mailings of Letters/Forms to Individuals/Providers) are out of scope for this procurement. Additionally, some items (i.e., hosting, backup, data exchanges, interfaces, etc.) are generally all-inclusive for bidders offering a cloud-hosted SaaS solution. Please provide guidance for bidders regarding these items within the Pricing Sheet. How should bidders respond to these elements given the current structure of the Pricing Sheet? A: All price lines presented in the State-Supplied Price Sheet are all items that fall within Section 4 – <i>Scope of Work</i> of this Bid Solicitation. The instructions for Part B per Section 3.26 <i>State-Supplied Price Sheet Instructions</i>, the Bidder is to fill out the yellow cells for Price Lines 7-17. The Bidder is to present their firm-

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		fixed pricing for Years 1-3. A dollar amount must be presented by the Bidder for all yellow cells for Price Lines 7-17. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive. Please see REVISED Bid Solicitation 10/30/2023 for further information.
309	Attachment 4 - State-Supplied Price Sheet	Q: Where can bidders provide narrative / justification on their pricing approach to ensure responsiveness? A: A cost narrative may be included within the Quote only. Pursuant to Bid Solicitation Section 3.26 <i>State-Supplied Price Sheet Instructions</i>, the Bidder shall not alter in any manner or include any attachments to State-Supplied Price Sheets. Any additional terms or conditions submitted with the Quote may render the Quote non-responsive. Any terms and conditions that conflict with the Bid Solicitation may render the Quote non-responsive. See Section 3.11 of the Bid Solicitation. See also <u>In Re Request for Proposals # 17DPP00144 (Pharmacy Benefits Manager)</u>, 454 N.J. Super 527 (App. Div. 2018); <u>In Re Motor Vehicle Commission Surcharge</u>, 2018 N.J. Super Unpub LEXIS 285, 2018 WL 766856 (App. Div. 2018).
310	Attachment 4 - State-Supplied Price Sheet	Q: The pricing sheet requests hourly rates for help desk and system user training. Is this intended to cover the annual refresher training for these user groups or is this the price for additional training not requested in the RFP? A: Price Lines 18 and 19 are to cover all training requirements that are presented in Section 4 – <i>Scope of Work</i>.
311	Exhibit 1 – Details of Project Components	Q: In Exhibit 1 - 'The Care Manager visits the individuals in person and develops the Plan of Care in association with the individuals and their family members.' Is in-person visit information tracked in the same interaction record, or are separate visit records needed to track the information? A: In-person visit can be tracked as separate entries. If more than one visit occurs they are tracked individually. It will be the same consumer record, but separate visit records.
312	Exhibit 1 – Details of Project Components	Q: Exhibit 1 - Table 7 - System Interfaces - How is the Department envisioning these interfaces? Is there any ESB tools/Middleware available for these integrations? If some of the system integration is through Webservices/ Rest API, are those are available/ exposed to be consumed by the new system? If not available and any changes are required, will the Department be responsible to make changes on those systems to expose API/WS, and will the Department provide SMEs of these systems for data

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		mapping etc. or will some of the systems require a file based integration approach? A: The Bidder should describe its approach to data exchanges and what is the most efficient method with their Quote. Please reference Question #9 for licenses or subscriptions. There will be State SMEs available for assistance with things such as data mapping and migration.
313	Exhibit 3 – Requirements Traceability Matrix RTM	Q: Exhibit 3 defines the RFP# column as The unique identifier for the requirement as assigned by the State. Should this instead be the Requirement # to mirror the example in Attachment 3? A: Exhibit 3 has been updated with the removal of the RFP# column. Please referenced the revised Exhibit 3 REVISED Requirements Traceability Matrix RTM 10/30/2023 in NJSTART.
314	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 3. Mitigation, would the State consider the below revision? The Business Associate agrees to take prompt corrective action to mitigate, [begin add]to the extent practical, if applicable,[end add] any harmful effect of any use or disclosure of PHI, or Security Incident that is known to the Business Associate. A: The State does not 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.
315	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 7. Access to books and records, would the State consider the below revision? The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to [begin delete]the Covered Entity within thirty (30) days of the date of such request, or to [end delete]the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary. A: The State does not 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.
316	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 12. Inspect, would the State consider the below revision? [begin add]Upon reasonable request by Covered Entity, Business Associate agrees that it shall make available qualified individuals and/or a member of senior management responsible for security and data protection, for the purposes of discussing relevant information technology controls, including those policies, procedures, and controls relevant to the provision of services and security obligations under this Agreement and applicable laws. Business Associate will make every reasonable effort to be responsive to such inquiries, but reserves the right to limit disclosure of details, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability, or

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		integrity of its own or its other clients' data.[end add][begin delete]The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate's facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. [end delete] A: The State does not 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.
317	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 12. Inspect, would the State consider the below revision? [begin delete]The Covered Entity's (1) failure to detect, or (2) detection but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to the Covered Entity[end delete] A: The State does not 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.
318	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 13. Cooperation, would the State consider the below revision? The Business Associate shall make itself, and any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, [begin add]reasonably[end add] available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party. A: The State does not 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.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
319	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 16. General Uses, would the State consider the below revision? The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law. The Business Associate may use PHI [begin add]for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law and[end add] the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Contract provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control. A: The State does not 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.
320	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 25. Return or Destruction of PHI, would the State consider the below revision? Business Associate may destroy PHI and any Related Data provided that Covered Entity has agreed. All PHI and Related Data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by the U.S. Department of Health and Human Services (HHS) in its guidance at www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI[begin add], provided that Business Associate shall not be required to return or destroy anything that may be stored in back up media or other electronic storage systems, latent data, and metadata, or copies retained in work paper files or records as may be required to comply with applicable legal, accreditation, and professional obligations and standards and internal file retention policies based thereon.[end add] A: The State does not 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.
321	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 26. Infeasible Return or Disposal of PHI, would the State consider the below revision? In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. [begin add]Notwithstanding the above, Covered Entity recognizes that

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Business Associate is under certain obligations to retain PHI for the purposes of meeting various legal or accreditation requirements or applicable professional standards and that Business Associate may retain applicable PHI, without further notice to Covered Entity, provided that the PHI Information remains subject to the protections of this Agreement for the duration of any such requirements.[end add][begin delete] The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue, and the Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.[end delete] A: The State does not accept the proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
322	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 30. Effects of a Material Breach of this Agreement, would the State consider the below revision? [begin add]In addition to and notwithstanding the termination provisions set forth in the Underlying Agreement, upon Covered Entity's or Business Associate's knowledge of a material breach or violation of this Agreement by the other Party, the non-breaching Party shall either: (a) notify the breaching Party of the breach in writing, and provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) days of such notification; provided that if the breaching Party fails to cure the breach or end the violation within such time period to the satisfaction of the non-breaching Party, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party; or (b) upon thirty (30) days written notice to the breaching Party, immediately terminate this Agreement and any Underlying Agreement if the non-breaching Party determines that such breach cannot be cured.[end add][begin delete]Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either: Provide an opportunity for the Business Associate to cure the breach; or End the violation, upon such terms and conditions as the Covered Entity has specified; or The Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., "Term and Termination."[end delete] A: The State does not 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.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
323	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section G. Indemnification and Release, would the State consider the below revision? The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys’ fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from the Business Associate’s use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law. [begin add]In no event shall Business Associate be liable to Covered Entity for any consequential, indirect, incidental, special, punitive, remote, speculative, or exemplary costs, expenses or damages of any kind or nature (including, without limitation, lost profits and opportunity costs), whether asserted on the basis of contract, statute, regulation, tort (including negligence or strict liability), or otherwise.[end add] A: The State does not 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.
329	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 34. Data Ownership, would the State consider the below revision? Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement;[begin add] provided, however, Covered Entity grants Business Associate an indefinite license to retain Protected Health Information for the purposes of meeting any legal or accreditation requirements or applicable professional standards as long as Business Associate ensures the protections to the Protected Health Information set forth in Section E of this Agreement.[end add] A: The State does not 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.
330	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 38. Amending Agreement, would the State consider the below revision? The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the [begin add]Parties[end add][begin delete]Covered Entity[end delete] can continue to comply with the

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules[begin add] but either Party may terminate on thirty (30) days' notice if the Parties are unable to agree on such an amendment.[end add] All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement. A: The State does not 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.
331	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 40. Interpretation to books and records, would the State consider the below revision? Any ambiguity in this Agreement shall be resolved to permit the [begin add]Parties[end add][begin delete]Covered Entity[end delete] to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction. A: The State does not 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.
332	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 46. Assignment, would the State consider the below revision? [begin add]46. Assignment. Neither Party may assign or subcontract this Agreement, or any of its rights or obligations hereunder, without the express written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or subcontracting in violation of the foregoing shall be void and without effect.[end add] A: The State does not 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.
333	Exhibit 4 – HIPPA Business Associates Agreement	Q: As it relates to BAA section 47. Encryption, would the State consider the below revision? [begin add]47. Encryption Electronic PHI transmitted or otherwise transferred between the Parties must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of Â§13402 of the HITECH Act and any implementing guidance, including, but not limited to, 45 C.F.R. Â§ 164.402. To that end, Covered Entity commits to work with Business Associate to implement policy-enforced TLS on servers used to exchange email and will not assert that Business Associate is in breach of its encryption obligations hereunder if Covered Entity's technology is the cause of the encryption failure.[end add] A: The State does not 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.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
334	Exhibit 4 – HIPPA Business Associates Agreement	Q: If HIPAA applies to this project, Compliance will have to review the BAA agreement in Exhibit 4 A: This is not a question, and cannot be answered as posed.
335	Other	Q: Can you please provide the name of the previous awarded vendor (incumbent)? A: The current vendor is WellskyHuman and Social Services Corporation.
336	Other	Q: Is there an incumbent, who is the incumbent; is the incumbent eligible to recompete? A: The current Contractor is WellskyHuman and Social Services Corporation, and they are eligible to submit a Quote in response to this Bid Solicitation.
337	Other	Q: The incumbent's awarded amount? A: The Contract is not awarded by amount. The Contractor of the current or the awarded Contract will be responsible to perform the scope of work required by the Bid Solicitation, and will be entitled to be compensated for that work in accordance with the awarded Price Sheet.
338	Other	Q: Hello, we respectfully request for an extension to submit vendor questions to be June 23rd in light of the Juneteenth Federal Holiday. Thank you for your consideration. A: The State declines to accept the proposed change, as it is now moot. In view of the revised bid opening date, there will be no conflict with the Juneteenth Federal holiday. In the future, the State may consider scheduling on date which does not conflict with a Federal holiday.
339	Other	Q: Please indicate the current vendor's contract expiration date providing the services contained in the bid solicitation document. A: The current contract is scheduled to expire 6/30/2024, barring any extensions which may be necessary to ensure that services do not lapse until the new C/CMS system has been procured.
340	Other	Q: What is the timeframe the State is looking at for implementing the new system and sunseting the existing system A: Please see the response to Question #41.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
341	Other	Q: Do the bidder responses (response documents, forms and accompanying attachments) need to be uploaded within the “Attachments” tab within the “create a quote” page when submitting the final quote? Is the correct location? A: Please refer to the NJSTART Quick Reference Guide for Quote submission assistance. The NJSTART Quick Reference Guide can be found here: https://www.state.nj.us/treasury/purchase/njstart/pdf/SubmitaQuote.pdf
342	Other	Q: Within the “create a quote” page, does the bidder need to fill out information within the “General” and “Items” tabs when submitting a quote? This is unclear as to what is needed. A: Please see the response to Question #341.
343	Other	Q: Has the State seen any demos/talked to vendors prior to releasing the RFP, if so which vendors and technologies? A: No, the State has not seen any demos or talked to any Vendors regarding the procurement of a new C/CMS system.
344	Other	Q: How will software be procured for this project? A: The awarded Vendor will be procuring the software for this project. Please refer to Question #9 for further information.
345	Other	Q: Can we provide the following terms as well as the State’s. Our reasoning is to include our terms in coordination with the State’s terms is for risk mitigation and clearly outline our expectations. The language should read: “The State acknowledges and agrees that such States use and access of the Services shall be governed by the following policies (collectively, “Dimagi Terms”): 1. Terms of Service: https://www.dimagi.com/terms/latest/tos/ 2. Privacy Policy: https://www.dimagi.com/terms/latest/privacy/ 3. Business Agreement: https://www.dimagi.com/terms/latest/ba/ 4. Acceptable Use Policy: https://www.dimagi.com/terms/latest/aup In addition to the above terms, we would like to add our standard travel clause as well. It should read: Dimagi considers the safety of its staff to be paramount. If this Agreement calls for Dimagi staff to travel internationally or locally to a Client site to complete project work, Dimagi will procure, at its own cost, travel insurance and/or medical evacuation insurance to ensure the safety of its staff. Dimagi uses global security firm Healix International to provide travel risk assessments to its staff and will comply with Healix’s recommended procedures for travel. In the infrequent event that a security or safety concern may require Dimagi to evacuate staff and/or cancel upcoming travel, Dimagi reserves the right to forego project travel and make alternative arrangements as needed to ensure the safety of its staff. 7.2 As applicable, Client agrees that it will provide Dimagi staff with the same level of safety procedures provided for its own staff locally, and will include Dimagi staff in safety announcements and security procedures

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		while in country. Client agrees to provide the contact information for a local representative or Client's security services that may be contacted in case of an emergency before travel in country, to be included within Exhibit A." A: The State does not accept the proposed modifications. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders, and cannot be based on a single vendor's terms.
346	Other	Q: Is DHS open to an Agile software implementation approach and adjustments to deliverables to meet that approach? A: Please refer to the answer to Question #224.
347	Other	Q: What other major projects are ongoing at DHS, and how will this project be prioritized? A: The State will not disclose the other projects due to procurement laws. This project will not be prioritized against other efforts. Other projects are not at issue with this Bid Solicitation and cannot advise on other future projects.
348	Other	Q: Is the state expecting mobile functionality as well? Is there a requirement for "offline" capabilities? A: Please refer to the answer to Question #270. There is currently no requirement for "offline" capabilities.
349	Other	Q: Does this solution need to be compatible with Mobile or other touch screen devices? REF: N/A A: Please refer to the answer to Question #270.
350	Other	Q: Would DoAS like any AI Capabilities on the future system for service eligibility matching? A: The State cannot advise on future projects or future needs.
351	Other	Q: Will the State open another round of Q&A? A: Yes. Due to changes in the Bid Solicitation requirements, a second round of Q&A will be opening on October 30, 2023. Questions will be limited to the changes made to the bid solicitation. Questions will be accepted until November 15, 2023 by 2:00 PM EST.
352	Other	Q: Will the State consider extending the proposal submission date?

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		A: The State is considering extending the proposal submission date. Bidders are to look for Bid Amendments posted to NJSTART for this information.