State of New Jersey

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April 16, 2019

To: **All Interested Vendors {Bidders}**

Re: **Bid Solicitation # 19DPP00325**
T-2010 Administrative Services for Section 125 Flexible Spending Accounts

Quote Submission Due Date: May 17, 2019 (2:00 p.m. Eastern Time)

Bid Amendment #4

The following constitutes Bid Amendment #4 to the above referenced Bid Solicitation:

- This Bid Amendment includes answers to questions; and
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation, please refer to the following revised documents:
  1. Revised Bid Solicitation entitled "T2010 Revised Bid Solicitation 041119"; and
  2. Attachment 1 – File Layouts.

NOTE: Not all questions have been answered. The remaining questions will be addressed in a forthcoming Bid Amendment.

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 #19DPP00325
T-2010 Administrative Services for Section 125 Flexible Spending Accounts

Answers to Questions

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

Note: This question has been paraphrased in the interest of readability and clarity.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	PDF Documents	**When trying to open a Portable Document (PDF) I am receiving an error message and am unable to access the PDF. How should I proceed?** It is recommended that users utilize Internet Explorer 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	**Should I check that I have properly completed and attached all of the required documents with my submitted Quote?** Yes. Prior to the Quote Opening Deadline, a Vendor {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 Vendor {Bidder} fails to attach a required form or attaches a blank form. To review a submitted Quote a Vendor {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	Section 9.0 NJ Standard Terms & Conditions	**Will the State allow Vendors to take exception to any of the Standard Terms and Conditions?** As stated in Bid Solicitation Section 1.3.1.1 Exceptions to The State of NJ Standard Terms and Conditions (SSTC) - Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes. Additionally as stated in Section 4.1 General - Quotes including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation, as defined in Section 2.0 of this Bid Solicitation, or that diminish the State's rights under any Blanket P.O. resulting from the Bid Solicitation, may render a Quote non-responsive.
4	Eligibility	**Who determines eligibility to participate in the plans. Will the eligibility files from participating employers only include employees that are eligible to enroll, or will the vendor need to determine eligibility based on HRIS data on the file** Employers send eligibility reports to the Vendor {Contractor} prior to open

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		enrollment. The Vendor {Contractor} contacts Employers to request eligibility files.
5	Eligibility/enrollment changes	**How are mid plan year changes (Qualifying Life Event) processed. Is the vendor expected to manage the Qualifying Life Event process?** Mid Plan year (Qualifying Life Event) enrollment changes are processed by the Vendor {Contractor}. Vendor {Contractor} manages all aspects of enrollment directly with the participants. Employers are only involved in aggregate information sharing such as eligibility files, Health Benefits (HB) copay files, payroll deduction transmission, etc., and do not interact with participants.
6	Funding	**Will the state provide pre funding or imprest balance for claims paid from the USMA plan?** Yes, the State will provide prefunding for the Medical Expense Plan.
7	Claims	**Will the State accept no minimum reimbursement on the DCSA?** Yes, the State will accept no minimum reimbursement on the Dependent Care Spending Account (DCSA).
8	Enrollment	**Does the State require the Vendor to have the ability to enroll participants directly or will the state consider collecting enrollment data from another source?** The Vendor {Contractor} manages all aspects of enrollment directly with the participants.
9	FSA/COBRA	**How many FSA participants are on COBRA currently? Monthly average?** There are fewer than ten (10) Consolidated Omnibus Budget Reconciliation Act (COBRA) Flexible Spending Account (FSA) participants at present and on average.
10	General	**Why is the State out to bid?** The current Blanket P.O. term is scheduled to expire on 12/31/2019. Therefore, this Blanket P.O. requires a reprocurement.
11	General	**A. Who is the current vendor?** A. The current Vendor {Contractor} is WageWorks Inc. **B. How long has the contract been in place?** B. This Blanket P.O. has been active since January 1, 2014.
12	HRIS	**What HRIS system does the State use?** The Human Resources Information System (HRIS) system varies by Employer. For State employees paid through the Office of Management and Budget (OMB) Centralized Payroll, there is a custom legacy Personnel Management

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Information System (PMIS) administered by the Civil Service Commission (CSC) that is housed at and maintained by the Office of Information Technology (OIT).
13	Payroll	**What Payroll system does the State use?** There are fifteen (15) separate Employers with various payroll systems. The Vendor {Contractor} will work with each Employer separately.
14	Benefit Administration	**What benefit Administration platform does the state use?** There is a custom legacy State Health Information Processing System (SHIPS) administered by Treasury's Division of Pensions and Benefits (DPB) that is housed at and maintained by the Office of Information Technology (OIT).
15	Vendors	**Who are the State's medical, dental and vision carriers?** The State has multiple carriers. A list of carriers will be supplied and copay files will be sent monthly to the Vendor {Contractor}.
16	General	**Are there any specific pain points the State has with the current vendor?** No.
17	Substantiation	**Does the current vendor use claim files for substantiation?** Yes, claims are filed with documentation for claims that are not auto adjudicated. Auto adjudication is used for copays and multiples of copays.
18	Debit Card	**Are suspended debit cards an issue? How many are suspended?** Suspended debit cards are not an issue. Generally, the State only sees them in participants who choose not to participate in the subsequent year, which will cause the card to shut off January 1st.
19	Payroll	**Noted that State of NJ has a centralized payroll but is that to be interpreted as one payroll system for each entity included in the RFP? If mutually exclusive payrolls exists, please provide the number of separate payroll systems.** The State has fifteen (15) separate payroll systems.
20	Incumbent administrator	**It is understood that WageWorks is the incumbent administrator but according to the directions in the RFP, the NJStart site does not follow the instructions given to determine the current cost of administration. Please provide the current cost of administration or updated instructions.** Please visit the State's eProcurement website, www.njstart.gov and refer to Bid Solicitation, Section 1.2, for instructions to find the current Blanket P.O. specifications and pricing information.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
21	File layout	**Please provide the file layout the state intends to send the vendor the enrollment and payroll deduction data details?** Please refer to Attachment 1 - File Layouts of this Bid Solicitation.
22	Non-client facing global workforce	**Does the state consent to non-client and none participant facing activities to be support via a global workforce?** To the extent that the Vendor {Bidder} has asked whether or not support for Information Technology portions of this Blanket P.O. may be performed off-shore (outside of the United States), the State has adopted a follow-the-sun rule. However, for Data Storage, Vendors {Bidders} are advised to re-read Bid Solicitation Section 5.9.2 DATA SECURITY STANDARDS, "Data Storage", particularly the last sentence, which reads, "The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States."
23	Bid Timeline	**Can you please provide a timeline on the Bid #19DPP00325? When do you anticipate having finalist meetings? Also, Best and Final Offers? And, when do you anticipate a decision will be made?** The State cannot provide a timeline. An award decision will be made upon completion of evaluation and in compliance with all Division Policies and Procedures.
24	Rates	**A. Can you provide your current rates for FSA?** A. Please see response to Question 20. **B. Can you also provide your current rates for HSA?** B. Health Savings Accounts (HSAs) are not a part of this Bid Solicitation.
25	COBRA	**Can the state confirm if they are looking for the vendor to support COBRA for the three programs or integrate with your COBRA vendor for administration?** The Vendor {Contractor} is responsible for all aspects of the Consolidated Omnibus Budget Reconciliation Act (COBRA) administration for Medical and Dependent Care Flexible Spending Accounts (FSA).
26	Background	**Who is the incumbent provider?** Please see response to Question 11.
27	Background	**How long has the incumbent contract been place?** Please see response to Question 11.
28	Background	**Will the 1/1/2020 Plan Year include the latest cost-of-living update to the maximum UMSA contribution?** No.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
29	Background	**What are the current fees in place for this contract (include transit and/or parking benefits if applicable)?** Please see response to Question 20.
30	Background	**What does the State attribute the lower participation figures based on the eligible population (rich benefit plan, competing benefits, FSAs under-marketed, lack of benefit education provided, etc.)?** The State attributes the lower participation figures based on the eligible population to the rich benefit plan.
31	Listing of Participating Employers	**Will the winning bidder interface with 15 separate entities and payroll centers?** Yes, the awarded Vendor {Contractor} will interface with fifteen {15} separate entities and payroll centers.
32	SLA	**Please provide guidance on whether Service Level Agreements are negotiable.** Vendors {Bidders} are advised to re-read Bid Solicitation, Section 5.8 OWNERSHIP OF MATERIAL, Subsection C. Intellectual Property Rights in Software Deliverables, Part 2.
33		**Or would your benefit administration system take elections and submit files for enrollment data to help ease the burden for participants?** The Vendor {Contractor} manages all aspects of enrollment directly with the participants.
34	Separate Bank Account	**Vendor respectfully proposes a Daily Funding Model in order to accommodate a separate bank account arrangement for the State. Vendor proposes to use its own designated bank account to conduct daily check writes and direct deposits for participant reimbursements in advance of funding. Vendor will then issue a daily invoice to the State to reflect disbursements made from the previous day. The State can then choose to allow the Vendor to draw from the State bank account via ACH debit or replenish the Vendor account via ACH wire from the State's separate bank account. No other funds will be comingled with State funds.** The bank account can be held by the Vendor {Contractor} and in the name of the Vendor {Contractor} but it must be a dedicated bank account for State of New Jersey funds only. No commingled funds. The State will send the entire payroll deduction for all participants, so once we have set up the bank account and fund with the first payroll deduction there will be cash to cover claims. The only time there is a shortage of cash is when setting up a new bank account with a new Vendor {Contractor} prior to receipt of the first payroll deduction. The State will provide pre-funding for new bank account.
35	Plan Design	**Would the various entities for the RFP have identical plan designs or will program design vary by entity? If different plan design, do you have the**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		number of different designs? The State of New Jersey has one Plan Document that covers all fifteen (15) Employers.
36	Online Enrollment	**Can you describe how the online enrollment process works for participants today?** Eligibility files requested by the Vendor {Contractor} are sent from Employers prior to open enrollment in September. Participants register with the Vendor {Contractor} in order to see their eligibility and to enroll. Online enrollment is available during the open enrollment period only, which is usually in October. Mid-year election changes must be done with a paper form via fax or mail. Vendor {Contractor} sends initial enrollment file to Employers for first payroll in January showing biweekly payroll deduction for original election. Vendor {Contractor} then sends regular biweekly change files to Employers including all changes (starts, stops, changes) in biweekly payroll deductions.
37	Paper Enrollment	**A. Can you provide the number of paper enrollments received today?** A. There were zero paper enrollments received currently. **B. Can you confirm the parameters around the due date of paper enrollment forms?** B. Paper enrollments are due during open enrollment for regular enrollment. They are due throughout the year for new employees and Qualified change in status. **C. Do they coincide with open enrollment? What message is given to participants.** C. Yes, for regular enrollment. **D. What is the deadline paper enrollments are to be received by the vendor?** D. Vendor {Contractor} communicates with participants and sends out notice of open enrollment which is usually the month of October. As previously mentioned paper enrollment is also used outside of open enrollment for qualified change in status and new employees. In 2018 there were 1371 paper enrollments; in 2017 there were 1522 paper enrollments; and in 2016 there were1396 paper enrollments.
38	Communications	**A. How are the FSA communications handled today?** A. Flexible Spending Account (FSA) communications are primarily electronic. **B. Do the majority of the participants receive paper enrollments or do you send out electronic?** B. The majority of the participants enroll electronically.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		C. Are electronic communications an option? C. Paper mailings to the enrollees are required by the Vendor {Contractor} as stated in the Bid Solicitation.
39	Payroll and Reporting	**Will the state allow for the vendor to provide one payroll file and reporting to a central location to be distributed by the state?** No, each Employer must receive payroll file for their own employees only due to Health Insurance Portability and Accountability Act (HIPAA) regulations.
40	Funcing/ACH	**Does the State of New Jersey provide one funding/ACH partner or does claims funding and administration billing need to be invoice/billed mutually exclusively?** The State of New Jersey does not fund claims. The State sends the entire payroll deduction to Vendor {Contractor} for administration of the entire FSA account. The Vendor {Contractor} deposits payroll deductions into dedicated bank account for State of New Jersey then pays claims out of that account. The Vendor {Contractor} sends the regular cash reconciliations and one (1) monthly bill for services to the Plan Administrator at Division of Pensions and Benefits (DPB).
41	Eligibility	**A. Will the state send one combined eligibility file for all agencies or will multiple eligibility files apply?** A. No. Each Employer will send eligibility file including only their own employees due to Health Insurance Portability and Accountability Act (HIPAA) regulations. **B. If multiple, can you confirm the number of files?** B. There are fifteen (15) separate Employers.
42	SPD	**If plan designs are different, would the SPD be available for review prior during the Q&A phase of the RFP?** This question is not applicable to this procurement as it only applies to the "State Employees Health Benefits Plan". The SPD's are public documents and can be found here: https://www.nj.gov/treasury/pensions/documents/guidebooks/hb0505.pdf.
43	Enrollment	**In regards to page six of T2010 Bid Solicitation form document, online enrollment during the annual open enrollment period is needed. Would you require you vendor to enroll participants on UMSA, DCSA, and Premium conversion plans?** The Vendor {Contractor} will enroll participants in Unreimbursed Medical Spending Account (UMSA) and Dependent Care Spending Account (DCSA) only.
44	Communications	**Can you provide more detail on the process and program?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 3.2.1	See our Enrollment Guide found in Division of Pensions and Benefit's (DPB's) website https://www.nj.gov/treasury/pensions/oe/documents/pdf/fsa-guide.pdf.
45	COBRA Section 3.2.1 - D	**How do COBRA participants access their FSA account? Is there a link or Single Sign on?** The Vendor {Contractor} must have a link on its website for the Consolidated Omnibus Budget Reconciliation Act (COBRA) participants.
46	FSA vs USMA Section 3.2.2	**A. Is there a variance between the FSA and UMSA plans?** A. The Unreimbursed Medical Spending Account (UMSA) is the Medical Flexible Spending Account (FSA) Plan. **B. Are they the same?** B. They are the same plan. **C. Does USMA represent the unreimbursed medical plan? Please clarify.** C. There is no "USMA" in this Bid Solicitation. The Unreimbursed Medical Spending Account is UMSA. Also, see answer to 46B above.
47	IVR Section 3.2.3	**Vendor respectfully requests an exception to this requirement. For security purposes, standard IVR configuration only provide participants with current cash balance, date and amount of last claim payment, and the ability to request a replacement card for the primary and secondary FSA cards. Participants may obtain all other account data conveniently online or through 24/7 customer service, excluding holidays.** It is acceptable to configure an Interactive Voice Response (IVR) to provide participants with current cash balance, date and amount of last claim payment, and the ability to request a replacement card for the primary and secondary Flexible Spending Account (FSA) cards given that participants may obtain all other account data online and via telephone inquiry through Vendor's {Contractor's} customer service. Please refer to T2010 Revised Bid Solicitation 041119, Section 3.2.3.
48	IVR Section 3.2.3	**Can you clarify capture requirements? Is Item E, Current cash balance, the same as item G, remaining balance to be claimed?** Current cash balance refers to actual payroll contributions Year to Date (YTD) less than actual claims YTD. The remaining balance to be claimed represents annual election less claims paid out YTD. For example, in March, a person may have had deductions of $625.00 taken from their pay year to date, and have had claims totaling $700.00 leaving a current cash balance of -$75.00. But having elected to have a total of $2500 deducted for the year, their remaining balance to be claimed would be $2500 less $700 claims leaving a remaining balance to be claimed of $1800. Please be advised that items E and G in Section 3.2.3 have been modified in T2010 Revised Bid Solicitation
49	Transferring Employees	**What are the business rules on transferring participants that have termed from one employer group and moving to another?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 3.2.3	If a participant moves from employment by the State to one of the State Colleges they would be allowed to transfer. If a participant moves from employment by the State or one of the State Colleges to an Employer who is not covered under this agreement the participant would have to terminate.
50	Claims Processing Services - 2nd to last paragraph Section 3.2.4	**Is Direct Bill Leave and COBRA administration in scope for UMSAs?** Direct Bill Leave is not in the scope for Unreimbursed Medical Spending Account (UMSA). However, Consolidated Omnibus Budget Reconciliation Act (COBRA) Administration is in the scope for UMSA.
51	$25/minimum Dependent Care reimbursement amount Section 3.2.4	**Vendor's minimum payment amount depends on the desired payment option selected by the participant. Pay By Card No minimum Pay My Provider No minimum Pay Me Back $5 minimum Automatic Health Plan Claims (AHPC) (rollover) $5 minimum For Pay Me Back reimbursements that are below the minimum threshold, reimbursement is held until the minimum is met. These minimum amounts are waived if the payment uses up the remaining balance in the account or it is the end of the plan year. Pay Me Back reimbursements are made via direct deposit and check.** The Vendor {Contractor} may process payments less than $5.00 at their discretion.
52	Data Files Section 3.2.6.1	**Vendor respectfully request an exception to this requirement. Vendor anticipates the ability to rely upon the information provided by the State without qualification. In order to ensure that data stored on the Vendor's system will mirror the data maintained by the State, an advisory report can be generated which would highlight any changes. Vendor will accept new hire data, change in status data and termination data sent by participating employers through updated eligibility files, or through real-time updates directly on the Vendor's secure website.** The State is unwilling to accept the proposed modification.
53	Data Files Section 3.2.6.1	**Vendor respectfully requests an exception to this requirement. Vendor can accept data sent by participating employers, and employers may then view enrollment data online through Vendor's secure website.** The State is unwilling to accept the proposed modification.
54	Data Files Section 3.2.6.1	**While Vendor anticipates providing the State with a monthly bank account statement, reconciliation of bi-weekly payroll deductions must be performed by each participating employer. Vendor produces edit reports immediately after incoming employer files are posted to Vendor's secure website. Because employers hold the responsibility of notifying the Vendor who is eligible, who is enrolled in an account, and the employee contributions to an account, employer designated administrators must resolve any file discrepancies. Vendor will conduct a comprehensive file testing to limit errors, and the State's designated relationship manager will also be available for assistance. Vendor will provide an outbound enrollment file. Integration of a standard file format for all participating entities will streamline discrepancy resolution. Vendor's online reporting resources allow employers to utilize standard**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		reports to reconcile payroll records to the data in Vendor's system. Employers do send eligibility reports to the Vendor {Contractor}, but they only know who is enrolled and what the elections are after being notified by the Vendor {Contractor}. The Vendor {Contractor} is responsible for all aspects of enrollment as well as reconciliations of payroll contributions. The online reporting systems can be used by the Vendor {Contractor} to reconcile payroll records, it is not done by the Employers.
55	End of Year Services Section 3.2.7	**Vendor respectfully requests an exception for this requirement. Vendor reporting does not include full social security numbers. Vendor prefers that participating employers only pass Unique IDs instead of full social security numbers.** The State is unwilling to accept the proposed modification. The State will only allow the Vendor {Contractor} to show last four (4) digits of SS# instead of all nine digits. Observe "Least Privilege" access to data. In Least Privilege access, entities (people, processes, devices) should be assigned the fewest privileges consistent with their assigned duties and functions.
56	Document Management Section 3.2.10	**Vendor respectfully requests an exception to this requirement. Vendor's established document management processes are not subject to Client management. Vendor will make its audited objectives and controls available to the Client upon request.** The State is willing to accept the proposed modification. Please refer to T2010 Revised Bid Solicitation 041119, Section 3.2.10.
57	Other Requirements Section 3.3	**Vendor respectfully requests an exception to this requirement. Vendor can only grant the SCM with access to aggregated account data. Access to HIPAA protected data is not available.** The State is unwilling to accept the proposed modification.
58	Security Plan Section 3.4.1	**Vendor respectfully requests an exception to this requirement. Vendor has established policies in place to ensure plan security. Vendor's security processes are not subject to Client inspection, audit, review or change.** The State is unwilling to accept the proposed modification. If the intent is to have the Vendor {Contractor} transmit or store any sort of State of New Jersey data, a security plan is required to ensure proper security controls are in place to protect that information.
59	Security Plan Section 3.4.1	**Is the security plan due upon submittal of the bid, or only at the time of the award? Please clarify.** The Vendor {Bidder} must submit a draft of the Security Plan with the submittal of their technical quote. The drafted plan will be used to evaluate the Technical Quote of the Vendor {Bidder}.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
60	Transit Tax Save Section 3.4.5	**Please confirm whether or not this RFP is intended to invite quotes for administration of Qualified Transportation Commuter Transit or Parking services.** This Bid Solicitation is not intended to invite quotes for Qualified Transportation Commuter Transit nor Parking services, the typo in this section refers to Transit Tax Save and should read Flexible Spending Account. Please refer to T2010 Revised Bid Solicitation 041119, Section 3.4.5.
61	Quality Management Plan Section 3.4.5	**Are transit and/or parking benefits included in scope? If yes, please provide participation figures.** No.
62	State Technology Requirements and Standards Section 3.5.1	**Vendor respectfully requests an exception to this requirement. Vendor's established security and infrastructure review processes are adequate for its nationwide book-of-business clients.** The State is unwilling to accept the proposed modification. As far as security is concerned, the State holds its Vendors {Contractors} to the same security baseline as we hold that of State Agencies. Please review the State of New Jersey's security policies in the Statewide Information Security Manual, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf. If the Vendor {Contractor} can provide a third party security certification, this would achieve this requirement. (SOC2)
63	Extranet Use Cases Section 3.6.1	**Vendor respectfully requests a waiver of this requirement. Vendor does not connect to its clients' networks.** The State is unwilling to accept the proposed modification. This requirement would only not be applicable if during the Blanket P.O., the Vendor {Contractor} has no File Transfer Program (FTP) or remote access to any of the fifteen (15) participating Employers.
64	Extranet Options Section 3.6.2	**Vendor respectfully requests a waiver of this requirement. Vendor does not connect to its clients' networks.** The State is unwilling to accept the proposed modification. Requirement would be only be not applicable if during the Blanket P.O., the Vendor {Contractor} has no File Transfer Program (FTP) or remote access to any of the fifteen (15) participating Employers.
65	Extranet Topology and Technologies Section 3.6.3	**Vendor respectfully requests a waiver of these requirements. Vendor does not connect to its clients' networks.** The State is unwilling to accept the proposed modification. Requirement would be only be not applicable if during the Blanket P.O., the Vendor {Contractor} has no File Transfer Program (FTP) or remote access to any of the fifteen (15) participating Employers.
66	Transmission of Files	**Vendor respectfully requests a waiver of these requirements. Vendor does not connect to its clients' networks.**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 3.7	The State is unwilling to accept the proposed modification. The Vendor {Contractor} is required to have a File Transfer Program (FTP).
67	System Performance, Availability, and Reliability Section 3.8	**Vendor respectfully requests a waiver of this requirement. Vendor cannot be subject to employer-specific security requirements or downtime maintenance schedules.** The State is unwilling to accept the proposed modification. As far as security is concerned, the State holds its Vendors {Contractors} to the same security baseline as the State holds its Agencies. Please review our security policies in the Statewide Information Security Manual, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf. If the vendor can provide a third party security certification, this would achieve this requirement. (SOC2).
68	Project Closeout Section 3.10	**Section 3.10 references the return of remaining cash balances on any Transit Benefits. Please confirm whether or not this RFP is intended to invite quotes for administration of Qualified Transportation Commuter Transit or Parking services.** Section 3.10 of the Bid Solicitation contained a typo, the cash balances to be returned are for Flexible Spending Account (FSA) balances not for transit benefit balances. Please refer to T2010 Revised Bid Solicitation 041119, Section 3.10.
69	General Section 4.1	**Vendor respectfully requests the State's consideration of the Vendor's standard contract documents, which will be provided as part of its bid submission.** Question cannot be answered as posed. Please refer to Bid Solicitation Section 1.3.1 which states "Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes."
70	Small Business Registration Section 4.4.1.4	**Vendor respectfully requests an exception to small business contract participation. While Vendor intends to subcontract, it does not intend to replace established, well-qualified, book-of-business subcontractors for this contract. Established processes efficiently provide cost-effective solutions for highly-specialized services. Additional outsourcing would create an undue burden and unnecessarily increase costs.** The State is unwilling to accept the proposed modification. The Vendor {Contractor} shall make a good faith effort to meet Small Business Enterprise (SBE) targets as per Section 4.4.1.5 of the Bid Solicitation 041119.
71	Business Registration Section 4.4.2.1	**Vendor respectfully requests a waiver of this requirement for its established book-of-business subcontractors. Vendor remains fully liable for all work performed by its business partners.** The State is unwilling to accept the proposed modification.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
72	Contingency Plan Section 4.4.3.3.4	**Is the contingency plan due upon submittal of the bid, or only at the time of the award? Please clarify.** The Vendor {Bidder} must submit a draft of the Contingency plan, which includes a Disaster Recovery Plan, a Backup Plan, and Security Plan with the submittal of their bid. The drafted plans will be used to evaluate the technical quote of the Vendor {Bidder}. After ten (10) calendar days of the effective date, the Vendor {Contractor} must submit a finalized Disaster Recovery Plan in accordance with Sections 3.4.2 and 4.4.3.3.4 of the Bid Solicitation.
73	Substitution of Staff Section 5.6	**SUGGESTED CHANGE: Vendor respectfully proposes that any such approval not be unreasonably withheld or delayed. Management, supervisory or key personnel will likely need to be changed periodically for an assortment of reasons. Unless approval is received in a timely fashion, it may not be possible to continue to provide services without interruption.** The State agrees to the proposed modification. Please refer to T2010 Revised Bid Solicitation 041119, Section 5.6.
74	Substitution or Addition of Subcontractor(s) Section 5.7	**Vendor respectfully requests a waiver of the requirement to forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor. Vendor will agree to advice the SCM of any substitute or added Subcontractor or substitute of its own staff for a Subcontractor. All Subcontractors serve Vendor's entire book of business - specific Subcontractors are not retained solely for the State. As such, it is not feasible to seek approval from one client. In the event the State does not wish Vendor to utilize a specific Subcontract, Vendor will work in good faith with the State to resolve any issue. If the parties cannot come to an agreement, the State may terminate the agreement without penalty, but Vendor shall at all times determine which Subcontractor shall be used. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.** The State is unwilling to accept the proposed modification. The Vendor {Bidder} must forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager (SCM) for consideration in accordance with sections 5.8 and 5.9 of the State's Standard Terms and Conditions (SSTC).
75	Ownership of Materials (Subsection A.) Section 5.8	**SUGGESTED CHANGE: Vendor respectfully proposes that language be added to this provision to clarify this section applies only to the following that is prepared solely, specifically and exclusively for the State of New Jersey: data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, written procedures and documents, regardless of the state of completion. Some of the material listed above are prepared for Vendor's entire client base. Other than data that is specific to the State or other materials specific to the State, the ownership of material such as**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		forms, templates, literature, technical information, etc., must remain in owned by the Vendor. The State will not accept the modifications as proposed. Please re-read Bid Solicitation, Section 5.8, Subsection A, which states, "All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Blanket P.O. shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State." Please also re-read the definition of "Master Blanket Purchase Order" found in Bid Solicitation, Section 2.1 General Definitions.
76	Ownership of Materials (Subsection B.) Section 5.8	**SUGGESTED CHANGE: Vendor respectfully requests the language in this this section B be removed in its entirety and replaced with the language below. All Intellectual Property utilized in the Deliverables whether Background IP or otherwise will not belong to the State, and it is not practical for Vendor to itemize and identify all such background IP. The State will be granted a non-exclusive limited license. Please consider the following replacement language: a. Ownership. Vendor owns and shall retain all right, title and interest (including, without limitation, all intellectual property rights) in and to all software, web pages, documents, processes, and other information, equipment and materials used in connection with the provision of Services hereunder, including, without limitation, those developed by Vendor for use by the State, participants and beneficiaries (the 'Vendor System'). b. Grant of License. Vendor grants the State, as well as the participants and beneficiaries, a limited, non-exclusive, non-transferable license to access and use the Vendor System during the applicable term, solely and exclusively: (i) in accordance with this Agreement and any instructions, user guides, and policies made available by Vendor; and (ii) for the purpose of receiving the Services provided by Vendor. Without limiting the generality of the foregoing, the State shall not, (i) without Vendor's prior written consent, disclose or provide access to the Vendor System to any unauthorized third parties, or (ii) duplicate the Vendor System (or any associated materials) or use the same in connection with any other benefits program (including other State programs). c. Exclusion. All other rights, license and title in and to the Vendor System not expressly granted hereunder shall remain the property of Vendor.** The State does not agree to the proposed modifications. The State does not wish to take ownership of a Vendor's {Bidder's} proprietary information. However, data and or programming owned or developed for the State based upon this Bid Solicitation must remain property of the State.
77	Ownership of Materials (Subsection C.) Section 5.8	**SUGGESTED CHANGES: There are no Software Deliverables and for the avoidance of confusion, Vendor respectfully requests that this provision be deleted.** The State will not accept this modification as proposed. Certain Subsections of a Bid Solicitation do not apply to each and every Bid Solicitation to which they

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every term and condition that is not relevant to a particular Bid Solicitation.
78	Data Confidentiality Section 5.9.1	**Vendor respectfully requests waivers of the following requirements:** **A. Vendor requests a waiver for its book-of-business subcontractors, who are already subject to non-disclosure and confidentiality agreements created and provided by Vendor. Vendor's employees are subject to Vendor's non-disclosure and confidentiality agreements. Vendor, as a third party to the State, can sign a confidentiality agreement and non-disclosure agreement provided by the State.** A. The State does not accept the modification as proposed. To ensure the protection of the State's data, the State reserves the right to know and understand where its data will be transmitted to and from, and where it is going to be stored. This applies to both an awarded Vendor {Contractor} and the Vendor's {Contractor's} Subcontractors, if any are used in the performance of this Blanket P.O. **B. All annual security awareness and confidentiality training is created and administered by the Vendor to its employees. Vendor can attest to training material.** B. To the extent that a question is posed, the State does not accept the modification as proposed. **C. All Vendor employee backgrounds checks are performed by the Vendor and the details of the checks are not provided to Clients, as this would disclose individual Vendor employee information. However, Vendor can attest to the background check in place.** C. Please see response to Question 81. Additionally, if the Vendor {Contractor} can provide details as to what kind of background check is completed and who is performing the check, this will suffice the requirement.
79	Section 5.9.1, paragraph 2	**Will the State of New Jersey agree to add the following clarifying language? 'The Vendor (Contractor) shall assume total financial liability incurred by the Vendor (Contractor) associated with any breach of confidentiality caused by the Vendor or its subcontractors.'** The State agrees to the proposed modification. Please refer to T2010 Revised Bid Solicitation 041119, Section 5.9.1.
80	Section 5.9.1, paragraph 3	**Will the State of New Jersey agree that the Vendor (Contractor) will maintain any confidentiality agreements it has with its subcontractors and employees, and those employees will not be required to sign additional documentation for the State?** To the extent that a modification has been proposed, the State agrees to accept. Please refer to T2010 Revised Bid Solicitation 041119, Section 5.9.1.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		However, interested Vendors {Bidders} are advised to re-read the definition of Subcontractor as it is written in Bid Solicitation, Section 2.1. Consistent with that definition, whether or not a Subcontractor is asked to complete and sign confidentiality and non-disclosure agreements provided by the State, the Vendor {Contractor} retains full responsibility for the performance of all the Vendor's {Contractor's} obligations under the State Blanket P.O.
81	Section 5.9.1, paragraph 4	**Will the State of New Jersey agree that criminal background checks performed by a reputable third party are sufficient, whether or not they are from the New Jersey State Police?** The State can agree to the proposed alternative for criminal background checks. Please refer to T2010 Revised Bid Solicitation 041119, Section 5.9.1.
82	Data Security Standards Section 5.9.2	**Vendor respectfully requests waivers of these requirements: a. Vendor's environment is not dedicated; Client is not allowed to dictate security posture. Vendor's data classification is set by the Vendor. However, Vendor can attest to controls in place. Additionally, due to the Vendor environment not being dedicated, Client cannot dictate security posture of the Vendor's classification system. b. Vendor currently aligns with NIST SP 800-88 Rev 1 Guidelines for Media Sanitization. Due to environment not being dedicated to the Client, the Client cannot dictate Vendor's security posture. c. Requiring State approval for data transmission will severely impact Vendor's ability to meet Service Delivery Standards. d. Vendor already has notification clauses in other contracts that reflect Vendor will notify Clients if any planned material changes are going to be made which may have an effect on the Client. e. Vendor cannot provide the Client with the referenced approval process. Vendor's applications and all underlying systems are not dedicated to just the Client. f. Vendor can agree to notify State Contract Manager within 48 hours of data breach. g. Vendor cannot agree to the End of Blanket P.O. Data Handling stipulation as is. Vendor is obligated to maintain records for seven (7) years as the benefits administered are pretax.** The State will not accept the modifications as proposed. The State has a requirement that all systems utilizing, transferring, and storing state data are required to meet the baseline information security policy requirements as stated under the Statewide Information Security Manual, which can be found at https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf. With regard to "End of Blanket P.O. Data Handling", if the Vendor {Contractor} utilizes State-sensitive information, the Vendor {Contractor} should be meeting all of the baseline controls as laid out in the document found in the link above.
83	Section 5.9.2, 'Data Breach' paragraph	**Will the State agree to be notified within 72 hours of a data breach instead of 24 hours?** Because the data is financial and Personal Identifying Information (PII), the State will not agree to extend the notification period of a data breach to 72 hours. The notification period will remain at 24 hours pursuant of Section 5.9.2 of the Bid Solicitation.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
84	Tax Return Data Security Section 5.9.3	**III. Inspection; All inspection by the state must be on a mutually agreed upon scope, no more than once annually and with a 90-day prior written notice.** Section 5.9.3 TAX RETURN DATA SECURITY has been revised as no Federal Tax Information (FTI) is used. Please refer to T2010 Revised Bid Solicitation 041119.
85	Tax Return Data Security; III. Inspection Section 5.9.3	**SUGGESTED CHANGE: There will be no tax return information provided to Vendor in connection with the Services to be performed and for the avoidance of confusion, Vendor respectfully requests that this provision be deleted.** Section 5.9.3 TAX RETURN DATA SECURITY has been removed from the Bid Solicitation as no Federal Tax Information (FTI) is used. Please refer to T2010 Revised Bid Solicitation 041119.
86	News Releases Section 5.10	**SUGGESTED CHANGE: Vendor respectfully requests that language be added to clarify that this provisions applies only to service specific to the State. The 'services' in general are being provided to Vendor's entire client base and there should be clarity that news releases about Vendor's services in general do not require consent of the Director.** The State is unwilling to accept this proposed modification. Please re-read Section 5.10 NEWS RELEASES. As per that section of the Bid Solicitation, "The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director." (State's emphasis added). Please also re-read the definition of "Master Blanket Purchase Order" as it is written in Bid Solicitation Section 2.1 General Definitions.
87	Remedies for Failure to Comply with Material Blanket P.O. Requirements Section 5.13.3	**SUGGESTED CHANGE: Vendor respectfully request an exception to this requirement to the extent it relates to the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}. Vendor does not agree that to be responsible for the difference in the cost of replacement goods. An action for such damages should be brought against Vendor in the applicable legal forum.** The State is unwilling to accept this proposed modification.
88	Section 5.17.1	**Will the State of New Jersey agree to remove the indemnification obligations from the limitation of liability obligations (remove section 4.1.1.(a))?** The State is unwilling to accept this proposed modification.
89	Indemnification Section 5.17.1	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. Vendor should only be responsible if it does not perform in accordance with the terms of the contract. Damages should not be based on a 'strict liability' standard simply because Vendor provided services. Vendor requests this be limited to actual direct damages or losses arising out of any actual or alleged: (i) breach by**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Vendor of its obligations hereunder; (ii) negligence or willful misconduct of Vendor or its employees, officers or agents; or (iii) failure of Vendor to comply with applicable law except if such act or omission taken by Vendor is pursuant to the States instructions, which is contrary to the advice provided by Vendor. Vendor also respectfully requests that damages be limited to (a) actual damages or (b) the fees payable to Vendor for the service(s) giving rise to the claim during the plan year in which the event occurs, whichever is less. The State is unwilling to accept this proposed modification.
90	Insurance - Professional Liability Insurance Section 5.17.2	**SUGGESTED CHANGE: Vendor respectfully requests the language in this provision be limited to Errors and Omissions, which is applicable for the services being provided. Vendor agrees to carry insurance in the amount of not less than $1,000,000, but both parties shall acknowledge that such amount may or may not be sufficient to protect the Vendor {Contractor} from any liability arising out the professional obligations performed pursuant to the requirements of this Blanket P.O. Policy forms should be industry standard and not subject to approval by the State.** 1.) For purposes of the insurance requirements in Section 5.17.2 of this Bid Solicitation, "Error and Omissions Insurance" is a term that can be used interchangeably with "Professional Liability Insurance." 2.) With regard to the $1,000,000.00 amount, that amount is merely a minimum required policy limit. A Vendor {Contractor} awarded a Blanket P.O. pursuant to this Bid Solicitation may purchase a greater amount of coverage. 3.) Lastly, while the State understands that policy forms may be industry standard, the State still retains the right to review and approve the policy.
91	Blanket P.O. Activity Report Section 5.19	**Vendor respectfully requests an exception to this requirement. There would be only one purchaser under this contract. Also, please provide the appropriate Microsoft Excel format for reporting purposes. Additionally, Vendor respectfully requests a waiver of this requirement for its established book-of-business subcontractors, whose compensation is not broken out by client contracts.** Section 5.19 of this Bid Solicitation has been revised. Please refer to T2010 Revised Bid Solicitation 041119.
92	Program Efficiency Assessment for State Using Agencies Section 5.21	**Please clarify. Does the one-quarter of one (1) percent (0.25%) assessment that is charged to the State Using Agencies get passed along to Vendor in any way?** To clarify, the one-quarter of one (1) percent (0.25%) assessment that is charged to the State Using Agencies does not get passed along to a Vendor {Contractor} in any way.
93	Business Registration Section 7.1.4	**Vendor respectfully requests a waiver of this requirement for its subcontractors, who do not perform services directly under this contract. At all times, Vendor will be responsible for the acts or omissions of any Subcontractors. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The State is unwilling to accept this proposed modification. The Vendor {Contractor} must utilize Subcontractors that have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue and Enterprise Services (DORES) prior to the award of the Blanket P.O. in accordance with Section 2.1 of the State's Standard Terms and Conditions (SSTC).
94	Business Registration Section 7.1.4	**Vendor respectfully requests a waiver of this requirement for its Subcontractors, who do not perform services directly under this contract. At all times, Vendor will be responsible for the acts or omissions of any Subcontractors. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.** The State is unwilling to accept this proposed modification. The Vendor {Bidder} must utilize Subcontractors that have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue and Enterprise Services (DORES) prior to the award of the Blanket P.O. in accordance with Section 2.1 of the State's Standard Terms and Conditions (SSTC).
95	Insurance Certificates Section 7.3	**SUGGESTED CHANGE: Vendor respectfully requests an exception for this requirement. Vendor can name the State as Additional Insured only for its Commercial General Liability and Automobile polices. Our carriers will not agree to it under any other policies.** The State is unwilling to accept this proposed modification as per Section 4.2 of the State of New Jersey Standard Terms and Conditions (SSTC), the State shall be named as an additional insured with regard to Commercial General Liability and Automobile Liability only.
96	Anti-Discrimination Section 9.0, Subsection 2.2	**Vendor respectfully requests a waiver of this requirement for its subcontractors, who do not perform services directly under this contract. At all times, Vendor will be responsible for the acts or omissions of any Subcontractors. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.** The State is unwilling to accept this proposed modification. Vendors {Bidders} are advised to re-read the definition of "Subcontractor" for context as to how it applies to this Bid Solicitation. The term "Subcontractor" is defined in Bid Solicitation, Section 2.1.
97	Equal Pay Act Section 9.0, Subsection 3.8	**a. Does this require that Vendors provide employee names and pay bands for all individuals in the company, or only those directly assigned to the State's account?** Any questions regarding the Diane B. Allen Equal Pay Act should be directed to the Department of Labor and Workforce Development via email at equalpayact@dol.nj.gov. Please refer to the following website for additional information: https://nj.gov/labor/equalpay/equalpay.html.
98	Equal Pay Act	**b. Will the State accept pay bands and number of employees within each pay band rather than individual names?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Section 9.0, Subsection 3.8	Please see response to Question 97.
99	Equal Pay Act Section 9.0, Subsection 3.8	**c. Are the services performed under this contract considered 'qualifying services' for the purposes of this contract?** Please see response to Question 97.
100	Equal Pay Act Section 9.0, Subsection 3.8	**d. Please confirm whether or not the Annual Equal Pay Report form needs to be completed and returned with the bid response.** Please see response to Question 97.
101	Equal Pay Act	**e. The Annual Equal Pay Report form indicates this reporting should be performed annually. However, form instructions say that employers must submit reports weekly. Please clarify.** Please see response to Question 97.
102	Annual Equal Pay Form Section 9.0, Subsection 3.8	**Vendor can provide information requested for demographics (section 3), FLSA status (section 4) and pay Bands (section 5). However, Vendor cannot provide this information on an individual basis (i.e. Vendor cannot provide employee names or other identifiable markers).** Please see response to Question 97.
103	Indemnification Section 9.0, Subsection 4.1	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. A 'strict liability' standard is not appropriate. Vendor should only be responsible for its wrongdoing. As such, the language should be modified to reflect that Vendor is responsible for third party claims arising out of any actual or alleged: (i) breach by Vendor of its obligations hereunder; (ii) negligence or willful misconduct of Vendor or its employees, officers or agents; (iii) failure of Vendor to comply with applicable law except if such act or omission taken by Vendor is pursuant to the States instructions, which is contrary to the advice provided by Vendor or (iv) liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.** The State is unwilling to accept the proposed modification. Vendors {Bidders} are also advised to read Bid Solicitation, Section 5.17.1 INDEMNIFICATION as it serves to supplement Section 4.1 of the State of New Jersey Standard Terms and Conditions.
104	Insurance Section 9.0, Subsection 4.2	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. Vendor can assure that all required insurance shall be provided by insurance companies with an A-VII or better rating by A.M. Best & Company. Vendor's policies do not provide for, and Vendor cannot provide endorsements for 30 days' written notice of cancellation or material change, nor will Vendor be able to provide such notice. Vendor can agree that insurance carrier(s) will endeavor to provide 30 days' notice of cancellation or non-renewal, 10 days for non-payment of**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		premium. Please refer to T2010 Revised Bid Solicitation 041119, Section 9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDTIONS, Subsection 4.2 INSURANCE.
105	Insurance subsection (iii) Section 9.0, Subsection 4.2	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. With regard to 'Additional Insureds' Vendor's carrier requires this be limited to the extent of liabilities falling within Vendor's indemnity obligations pursuant to the terms of this Agreement.** Please refer to T2010 Revised Bid Solicitation 041119, Section 9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDTIONS, Subsection 4.2 INSURANCE.
106	Insurance subsection (iv) Section 9.0, Subsection 4.2	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. With regard to 'Additional Insureds' Vendor's carrier requires this be limited to the extent of liabilities falling within Vendor's indemnity obligations pursuant to the terms of this Agreement.** Duplicate question. Please see response to Question 105.
107	State's Option to Reduce Scope of Work SSTC Section 5.4	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. Any change in the Scope of Work or contract price should be mutually agreed to by the parties. There should be no time limit on when Vendor needs to respond to a notice. The parties should address this with good faith negotiations and if Vendor fails to respond in a timely manner, scope and price changes should not be unilaterally determined by the Director.** The State is unwilling to accept the proposed modification.
108	Section 9.0, subsection 5.4	**Will the State agree to receive the notice contemplated within ten (10) business days?** The State is willing to accept the proposed modification. Please see revised State of New Jersey Standard Terms and Conditions Section 5.4.
109	Section 9.0, subsection 5.5	**Will the State agree to receive the notice contemplated within ten (10) business days?** The State is willing to accept the proposed modification. Please see revised State of New Jersey Standard Terms and Conditions Section 5.5.
110	Change in Law Section 9.0, Subsection 5.5	**SUGGESTED CHANGE: Any change in the Law that affects the scope of or contract price should be mutually agreed to by the parties. There should be no time limit on when Vendor needs to respond to a notice. The parties should address this with good faith negotiations and if Vendor fails to respond in a timely manner, scope and price changes should not be unilaterally determined by the Director.** The State is unwilling to accept the proposed modification.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
111	Section 9.0, subsection 5.7, paragraph 5	**Will the State agree to give sixty (60) days written notice to the Vendor (Contractor)?** The fifth paragraph of the State of New Jersey Standard Terms and Conditions, Subsection 5.7 does not address time periods. It is unclear to the State, what the sixty (60) day written notice modification is in regard to. To the extent that a modification request has been made to Subsection 5.7, the State is unwilling to accept the proposed modification.
112	Section 9.0, subsection 5.7, paragraphs 6(H) and 6(I)	**Will the State agree to add cure language and extend the notice periods to fifteen (15) business days?** Please note, Section 9.0, Subsection 5.7, paragraphs 6(H) and 6(I) of the original Bid Solicitation have been revised to Section 9.0, Subsection 5.7, paragraphs 6(1) and 6(2), respectively. Please refer to T2010 Revised Bid Solicitation 041119 Section 9.0, Subsection 5.7 for modified language regarding the notice and cure periods.
113	Subcontracting or Assignment subsection D. Section 9.0, Subsection 5.8	**SUGGESTED CHANGE: Vendor respectfully requests an exception to this requirement. The contractor needs the ability to subcontract other than as identified in the contractor's proposal without the prior written consent of the Director.** The State is unwilling to accept the proposed modification. However, Vendors {Bidders} are advised to review T2010 Revised Bid Solicitation 041119 Section 9.0, Subsection 5.8. The State reserves its right to vet all business entities who are performing work on a State Blanket P.O.
114	Subcontracting or Assignment subsection F. Section 9.0, Subsection 5.8	**SUGGESTED CHANGE: Vendor respectfully requests a modification of this requirement, such that any consent will not be unreasonably withheld, delayed or conditioned. In the event of a change of control, Vendor needs the ability to assign contracts without undue hardship.** The State agrees to the proposed modification. Please refer to T2010 Revised Bid Solicitation 041119, Section 9.0 State Standard Terms and Conditions (SSTC), Subsection 5.8 Subcontracting or Assignment.
115	Performance Guarantee of Contractor Section 9.0, Subsection 5.11	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement. The Performance Guarantees listed are not applicable to the type of services being provided.** The State is unwilling to accept the proposed modification. Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the SSTC that are not relevant to a particular Bid Solicitation. However, it remains the Vendor's {Contractor's} responsibility to comply with all applicable Sections of the State of New Jersey's Standard Terms and Conditions.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
116	Delivery Requirements subsection d. Section 9.0, Subsection 5.12	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement. Vendor considers this a consequential and indirect damage and should be excluded.** The State is unwilling to accept the proposed modification.
117	Maintenance of Records Section 9.0, Subsection 5.15	**SUGGESTED CHANGE: Vendor respectfully requests a modification of these requirements. Vendor's document retention policy requires retention of documents for a longer period. The language should be modified to reflect that records should be maintained for a period of five (5) years from the date of final payment unless a longer period is required by law or by the Vendor's Document Retention Policy.** The State is willing to accept the proposed modification. Please see revised State of New Jersey Standard Terms and Conditions, Subsection 5.15.
118	Price Fluctuation During Contract Section 6.1	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement. Vendor has bid on this RFP in good faith and has quoted prices based on complex considerations. No two offerings are exactly the same and Vendor's audited financial statements reflect the prices stated. Vendor can only agree to reduce prices upon a mutually negotiated and agreed upon amendment. Vendor cannot agree to reduce prices solely upon a decrease in process for any other client.** The State does not agree to waive Section 6.1 of the State of New Jersey Standard Terms and Conditions. Section 6.1 does not create an obligation on an awarded Vendor to lower its price offering to the State simply because the Vendor {Bidder} is offering similar services to a different client at a different price.
119	Payment to Vendors subsection E. Section 6.3	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement. Based on the services to be provided, a reference of tasks or subtasks detailed in the Scope of Work is not applicable or practical. The form of invoice and information contained thereon should be mutually agree to between the parties.** The State does not agree to waive Section 6.3 in its entirety. However, certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the State of New Jersey Standard Terms and Conditions that are not relevant to a particular Bid Solicitation. To the extent that the invoicing responsibilities listed in this Section are not applicable to the services provided by a Vendor {Contractor}, those sections do not apply.
120	Payment to Vendors Section 9.0, Subsection 6.3 - F	**Do the services performed under this contract qualify under a 'time and materials' category? Will Vendor be required to provide a timekeeping record before payment under this contract will be made?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		No, the services performed under this Bid Solicitation do not qualify under a 'time and materials' category. The services performed under this Bid Solicitation are Administrative Services Only (ASO) as the Vendor {Contractor} could charge the State a per member per month charge to administer this Blanket P.O.
121	Payment to Vendors subsection G. Section 9.0, Subsection 6.3	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement. Vendor will not be utilizing any small business, minority or woman-owned subcontractor(s) and this monthly report should be waived.** The State does not agree to the proposed modification. Please see Bid Solicitation, Section 4.4.1.5.
122	New Jersey Prompt Payment Act Section 9.0, Subsection 6.5	**Vendor respectfully requests payments of undisputed amounts to be provided to Vendor within 30 days of receipt of invoice.** The State does not agree to modify this section as proposed. However, Section 6.5 of the State of New Jersey Standard Terms and Conditions (SSTC) does not prevent the State from paying a Vendor {Contractor} in less than 60 days.
123	Procurement of Recovered Materials Section 9.0, Subsection 7.1	**QUESTION: Does the Scope of Work require contractor to provide any of the items indicated in 7.1 B? Please conform that Section 7.1 does not apply to this RFP.** Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the SSTC that are not relevant to a particular Bid Solicitation. However, it remains the Vendor's {Contractor's} responsibility to comply with all applicable Sections of the State of New Jersey's Standard Terms and Conditions.
124	Equal Employment Opportunity Section 9.0, Subsection 7.2	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement for its subcontractors, as they do not perform services directly under this contract. At all times, Vendor will be responsible for the acts or omissions of any Subcontractors. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.** Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the SSTC that are not relevant to a particular Bid Solicitation. However, it remains the Vendor's {Contractor's} responsibility to comply with all applicable Sections of the State of New Jersey's Standard Terms and Conditions.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
125	Contract Work Hours and Safety Standards Act Section 9.0, Subsection 7.4	**Would any Vendor employee meet the criteria under this section?** Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the State of New Jersey Standard Terms and Conditions (SSTC) that are not relevant to a particular Bid Solicitation. However, it remains the Vendor's {Contractor's} responsibility to comply with all applicable Sections of the State of New Jersey's Standard Terms and Conditions. Vendors {Bidders} seeking additional guidance on the Contract Work Hours and Safety Standards Act are further advised to contact the Federal Department of Labor.
126	Contract Work Hours and Safety Standards Act Section 9.0, Subsection 7.4	**Vendor does not employ laborers or mechanics.** Please see response to Question 125.
127	Byrd Anti-Lobbying Amendment Section 9.0, Subsection 7.8	**Please specify which, and provide the appropriate form, on which Bidders must file required clarification.** Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the State of New Jersey Standard Terms and Conditions (SSTC) that are not relevant to a particular Bid Solicitation. However, it remains the Vendor's {Contractor's} responsibility to comply with all applicable Sections of the State of New Jersey's Standard Terms and Conditions.
128	Exhibit A - Mandatory Equal Employment Opportunity Language	**Vendor respectfully requests a waiver of this requirement for its subcontractors, as none will perform services directly under the State's contract. At all times, Vendor will be responsible for the acts or omissions of any Subcontractors. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFP.** The State does not agree to the proposed modification. Vendors {Bidders} are advised to re-read the definition of "Subcontractor", as it applies to this Bid Solicitation. The term "Subcontractor" is defined in Bid Solicitation, Section 2.1.
129	Mandatory Equal Employment Opportunity Language	**SUGGESTED CHANGE: Vendor respectfully requests a waiver of this requirement as it relates to subcontractors as none will perform services directly under the State's contract. Nothing shall be construed as creating any contractual relationship between any subcontractor and the State, in accordance with 5.9 on page 90 of the RFPs.**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
	Exhibit A	The State does not agree to the proposed modification. Vendors {Bidders} are advised to re-read the definition of "Subcontractor", as it applies to this Bid Solicitation. The term "Subcontractor" is defined in Bid Solicitation, Section 2.1.
130	Mandatory Equal Employment Opportunity Language Exhibit A	**QUESTION: If Vendor has a Federally approved or sanctioned affirmative action program, is the Vendor exempt from all of Subchapter 5.2 of N.J.A.C. 17:27? SUGGESTED CHANGE: In the event Vendor is not exempt from Subchapter 5, Vendor respectfully requests a waiver of this requirement. Vendor has an affirmative action program and, to the extent the requirements of Subchapter 5.2 differ from Vendor's affirmative action program, it will be unduly burdensome to modify Vendor's goals.** The State does not agree to the proposed modification. The Diane B. Allen Equal Pay Act does not replace or supplant the requirements of any other law which may apply to the work in question.
131	Exhibit A	**Please confirm this form can be completed prior to contract execution and after award notification.** In accordance with Section 7.1.3 of this Bid Solicitation, the intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action Program. This subsection is listed under Section 7.1, which is titled "DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD". Therefore, the AA 302 Supplement form must be submitted prior to the Blanket P.O. Award.
132	Executive Order No. 151 Requirements	**This section is not applicable to the services Vendor provides; it applies to contractors engaged to "Perform under a construction contract".** Certain Subsections of Bid Solicitation Section 9.0 State of New Jersey Standard Terms and Conditions (SSTC) do not apply to each and every Bid Solicitation to which they are attached. To the extent that a particular term or condition does not apply to a particular Bid Solicitation, a Vendor {Contractor} will not be responsible for complying with that particular term or condition. The State will not identify and remove each and every section of the State of New Jersey SSTC that are not relevant to a particular Bid Solicitation.