



State of New Jersey
DEPARTMENT OF HEALTH
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KAITLAN BASTON, MD, MSc, DFASAM
Acting Commissioner

To: All Interested Bidders

Re: Request for Quotes #01-18-07DPA Organ Transplant Study for the New Jersey Department of Health

Current Quote Submission Due Date: March 13, 2024 (2:00 p.m. Eastern Time)

NEW Quote Submission Due Date: March 22, 2024 (2:00 p.m. Eastern Time)

Bid Amendment #3

The following constitutes Bid Amendment #3 to the above referenced Mini-Bid Engagement:

- Question and Answer (Q&A) period has closed with 33 public questions received; certain questions provided by the State are answered for convenience;
- Section 1.1.1 *Pre-Quote Document Review* has been revised in response to Q&A;
- Section 6.5(G) *Privacy* has been revised in response to Q&A; and
- Quote Submission due date has been extended to March 22, 2024 at 2:00 p.m. Eastern Time.

#	Bid Solicitation/Request for Quotes Section Reference	Question (Bolded) and Answer
1	PDF Documents	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? 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	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 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.
3	Quote Submission	Please confirm a Bidder may deliver a hardcopy quote instead of submitting a response electronically.

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		Please be advised that all Quotes shall be submitted electronically via email to centralprocurement@doh.nj.gov .
4	General	<p>Is there an incumbent contractor for this work?</p> <p>No, this is a new procurement.</p>
5	General	<p>If there is an incumbent contractor, who is it?</p> <p>See response to question #4.</p>
6	Section 2.2 <i>Exception to the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and/or the State of NJ Standard Terms and Conditions (SSTC)</i>	<p>In response to Section 2.2 (EXCEPTIONS TO THE WAIVERED CONTRACTS...), attached is a separate document ("Exceptions List...") with our proposed changes and additions for certain provisions along with rationale for the suggested changes.</p> <p>Please see the end of the Question and Answer table for responses to each individual request.</p>
7	Section 2.2 <i>Exception to the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and/or the State of NJ Standard Terms and Conditions (SSTC)</i>	<p>If a Bidder has proposed modifications or requests for changes to the contract terms provided by the State, should the Bidder submit those proposed changes with its Quote in the form of a letter of exception or as redlines to the proposed agreement? Will the State negotiate contract terms with the Bidder that an award is made to?</p> <p>As stated in Section 2.2 <i>Exceptions to the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and/or the State of NJ Standard Terms and Conditions (STTC)</i>, "[q]uestions... and exceptions to mandatory requirements MUST be posed during the Question and Answer period..." A Quote that conflicts with the final version of Contractual documents including but not limited to the Request for Quotes, the SSTC, the Waivered Contracts Supplement to the SSTC, shall be rendered non-responsive. Additionally, Section 3.8 <i>Bidder Additional Terms Submitted with the Quote</i> states, "Bidders shall not submit exceptions or modifications as part of the Quote."</p>
8	Section 2.2 <i>Exception to the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and/or the State of NJ Standard Terms and Conditions (SSTC)</i>	<p>Additionally, we can provide a copy of our standard terms and conditions upon request. Will the State consider accepting these in addition to, or in lieu of, the State's terms and conditions?</p> <p>As stated in Section 3.8 <i>Bidder Additional Terms Submitted with the Quote</i>, "[a] Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation/RFQ, the terms and conditions of this Bid Solicitation, the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions, or the State of New Jersey Standard Terms and Conditions."</p> <p>The Bidder is advised that, while additional terms may be accepted, rejected, or negotiated at the State's sole discretion, conflicting language will render the Bidder's Quote non-responsive.</p>

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9	Section 3.1 <i>Quote Submission</i>	<p>Is there a page limit for the technical quote?</p> <p>No, there is no page limit. However, please be advised that there is an email size limit of 25mb. If an email exceeds this limit it will need to be split into multiple emails to ensure the centralprocurement@doh.nj.gov email address can receive it.</p>
10	Section 3.1 <i>Quote Submission</i>	<p>Is there a required font and font size for the technical quote?</p> <p>No, there is no font or font size requirement. However, please be advised that there is an email size limit of 25mb. If an email exceeds this limit it will need to be split into multiple emails to ensure the centralprocurement@doh.nj.gov email address can receive it.</p>
11	Section 3.8 <i>Bidder Additional Terms Submitted with the Quote</i>	<p>Please clarify what “pursuant to the electronic question and answers procedure” means in the final paragraph of this section, and how this process will work.</p> <p>The electronic question and answer procedure is outlined in Section 2.1 <i>Question and Answer Period</i>. Questions were due as of the date and time indicated on the RFQ cover sheet.</p>
12	Section 3.9 <i>Quote Content</i>	<p>Are resumes to be included in the Forms Attachment?</p> <p>It is recommended that resumes be organized with the Technical Quote.</p>
13	Section 3.9 <i>Quote Content</i>	<p>Is there is a page limit for resumes?</p> <p>No, there is no page limit. However, please be advised that there is an email size limit of 25mb. If an email exceeds this limit it will need to be split into multiple emails to ensure the centralprocurement@doh.nj.gov email address can receive it.</p>
14	Section 3.10.8 <i>Subcontractor Utilization Plan</i> & Section 3.10.14 <i>Business Registration Certificate</i>	<p>If a subcontractor is in the process of obtaining the BRC [Business Registration Certificate] how do identifying them in the bid? One of the requirements is a having a BRC.</p> <p>In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award [emphasis added] of a Contract.</p> <p>The Bidder may elect to name a subcontractor whose BRC is not currently valid, but Contract award cannot be finalized until the requirement is met. The Bidder is advised that prolonged delays could result in bypassing the Bidder’s Quote if in the best interest of the State.</p>
15	Section 3.10.8.1 <i>Small Business and/or Disabled Veterans’ Business Subcontracting Set-Aside Contract</i>	<p>This section states there is a set aside yet Sections 3.6 and 3.7 state “Not Applicable to this Procurement” can you please verify if there is a set aside or not?</p> <p>Per Sections 3.6 <i>Small Business Set-Aside or Preference Contract</i> and Section 3.7 <i>Disabled Veterans’ Business Set-Aside or Preference Contract</i>, this procurement is not</p>

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		reserved for a Small Business Enterprise or Disabled Veteran's Business. However, per Section 3.10.8.1 <i>Small Business and/or Disabled Veteran's Business Subcontracting Set-Aside</i> , if the Bidder intends to subcontract any work to an additional party, the Bidder must make a good-faith effort to partner with a Small Business Enterprise or Disabled Veteran's Business as described in that section.
16	Section 3.12 <i>Contract Management</i>	<p>Will NJDOH have a dedicated point of contact person for the contractor to communicate with?</p> <p>Yes, there will be a designated point of contact. This person will be identified post-award.</p>
17	Section 3.13 <i>Contract Schedule</i>	<p>Is the payment of the contract delivered at the time of the initiation of the contract or is there a schedule of payments until the report is delivered?</p> <p>Pursuant to State of New Jersey Standard Terms and Conditions (SSTC) Section 6.3(B) <i>Payment to Vendors</i>, the Contractor(s) must submit invoices to the Using Agency with supporting documentation evidencing that work or goods for which payment has sought has been satisfactorily completed or delivered.</p> <p>Since price lines are set up for final submission of the required deliverables, the Contractor will be eligible for payment upon State Contract Manager's certified completion of the deliverable and other administrative requirements, including those outlined in SSTC Section 6.5 <i>Prompt Payment Act</i>.</p>
18	Section 3.13 <i>Contract Schedule</i>	<p>Are there any incremental data analysis deliverables the contractor would need to review with NJDOH prior to the final report being generated?</p> <p>No.</p>
19	Section 3.22 <i>State-Supplied Price Sheet Instructions</i>	<p>Is an hourly charge acceptable with a not-to-exceed price, or is a fixed price for the project required?</p> <p>As stated in Section 3.22 <i>State-Supplied Price Sheet Instructions</i>, the State will be converting the provided information in Price Line 1 to an hourly rate. However, the State wants the information as requested so that it can consider whether the Bidder understands the scope of this procurement.</p> <p>Example: If a Bidder submits a Quote for five (5) hours for a total project cost of \$100, the State will convert this to an hourly rate of \$20.</p>
20	Section 4 <i>Scope of Work</i>	<p>Will the State be providing any specific data, and if so, what fields will be included?</p> <p>Yes, the State will work with the Contractor to provide data that the State has access to after Mini-Bid Engagement award.</p>
21	Section 4.1 <i>Overview</i>	Does the State expect the impact assessment (Item E) to include fiscal impact of out-of-state referrals to New York and Pennsylvania?

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		Yes.
22	Section 4.1 <i>Overview</i>	<p>Our questions by scope item (per Section 4.1 of the RFQ):</p> <ol style="list-style-type: none"> 1. For all scope items (A through F), please confirm the requested assessments, reviews, and reports are limited to heart, kidney, lung, liver, and pancreas transplant programs. 2. For scope items C, D, and F, would the State prefer the focus of those reviews to be in comparison or reference to New York and Pennsylvania (similar to scope item E) or would the State prefer, if available, a broader basis for that review (comparison to a larger group of states (e.g., add other eastern US states) or comparison to national averages)? <ol style="list-style-type: none"> 1. Confirmed. 2. Focus on New York and Pennsylvania, but the Contractor could also add national data if it is relevant.
23	Section 4.2 <i>Deliverables & Methodology</i>	<p>Will the State provide the Contractor clinical and administrative points of contact for qualitative data collection?</p> <p>Yes.</p>
24	Section 4.2 <i>Deliverables & Methodology</i>	<p>What data resources will the State provide the Contractor?</p> <p>The State will provide what data we have including, UB9 data, B2 data, ACH cost reports, Surveillance Syndromic data and NHSN data.</p>
25	Section 4.2 <i>Deliverables & Methodology</i>	<p>Will NJDOH notify the transplant centers/related state stakeholders about the study?</p> <p>Yes.</p>
26	Section 4.2 <i>Deliverables & Methodology</i>	<p>If obtaining meetings with the organ procurement organizations (OPOs) or transplant programs listed will cause a delay in the completion of the report by the two-month deadline, can the contractor exclude them from the report, or will an extension be granted to include their information?</p> <p>The Contractor will contact the NJDOH so that the cause of delay can be reviewed. The NJDOH will then make a determination whether an extension will be granted or if the information should be excluded.</p>
27	Section 4.2 <i>Deliverables & Methodology</i>	<p>Should the contractor consider the information shared in the CHART Bulletin in 7/22 in the needs assessment for a transplant program?</p> <p>Yes. The CHART Bulletin is available at the following link, and has been added to Section 1.1.1 <i>Pre-Quote Document Review</i>.</p>

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		https://www.njha.com/media/701296/organ-donation-bulletin-7-12-22.pdf
28	Section 4.2 <i>Deliverables & Methodology</i>	<p>Why is the final report due within 2 months of award, but the base term of the contract is for a period of 1 year, with possible extension of up to 1 additional year, according to Section 5.1?</p> <p>The base term of the Contract is one (1) year for internal administrative purposes only. Timing of deliverable requirements are expressed in the Scope of Work detailed in Section 4.0 of the RFQ. Regarding the possible extension term, this is in place for flexibility if unforeseen circumstances cause delays. The State currently has no intentions of using this extension term.</p>
29	Section 4.2 <i>Deliverables & Methodology</i>	<p>Is a particular format of the deliverable required (Microsoft Word file, PDF, etc.)? Is a separate in-person presentation required (PowerPoint)? How should the final report be submitted to the NJDOH, and can the final submission be via e-mail?</p> <p>Submission of the final report in a common file type such as a Word or a searchable .pdf will be acceptable. Note that files should not be password protected.</p>
30	Section 4.2(A) <i>Deliverables & Methodology</i>	<p>Will the State of NJ be involved in arranging the meetings with clinical and administrative officials from the organ transplant programs listed here, or will the contractor be responsible for approaching the stakeholder about participation and cooperation? Are these stakeholders aware of this project, and can the state of NJ assure buy-in?</p> <ol style="list-style-type: none"> 1. The State will not be involved in arranging meetings. 2. Stakeholders are not currently aware. 3. The State cannot assure buy-in.
31	Section 4.2(A) <i>Deliverables & Methodology</i>	<p>Will the State of NJ be involved in arranging the meetings with clinical and administrative officials from the organ procurement organizations listed here, or will the contractor be responsible for approaching the stakeholder about participation and cooperation? Are these stakeholders aware of this project, and can the state of NJ assure buy-in?</p> <ol style="list-style-type: none"> 1. The State will not be involved in arranging meetings. 2. Stakeholders are not currently aware. 3. The State cannot assure buy-in.
32	Section 5.4(A) <i>State Data</i>	<p>Will the New Jersey Department of Health provide the awardee with current data regarding the current state of the organ transplant programs within the state? (E.g., number and type of transplants per facility; basic demographic information of the donor recipient like age, zip code, etc.). Or, is the awardee expected to obtain this information?</p>

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		The State will provide some of it, but not demographics (e.g. number of type of transplants per facility; basic demographic information of the donor recipient like age, ZIP code, etc.). The Contractor will need to obtain the information that the State does not have.
33	Section 6 <i>Data Security Requirements – Contractor Responsibility</i>	<p>Is it required for us to submit at the time of proposal our Policies & Procedures for example Security Plan, Compliance, Privacy, etc.</p> <p>Per Section 6.1 <i>Security Plan</i>, “[t]he Contractor shall submit a detailed Security Plan... no later than thirty (30) calendar days after the award of the Contract [emphasis added].” This specific requirement is not due at the time of Quote submission.</p>
34	Section 6.5 <i>Privacy</i>	<p>Would a business associate agreement (BAA) be required for us to interview the individual hospitals?</p> <p>No.</p>
35	Section 8.5 <i>State’s Right to Inspect Bidder’s Facilities</i>	<p>If the Bidder’s workforce is entirely remote, even though they have a physical office, will the State waive the requirement to inspect Bidder’s establishment before making an award?</p> <p>The State currently has no intention to inspect and physical spaces belonging to the Bidder for this procurement, whether or not the workforce is primarily remote.</p>
36	Section 8.6 <i>State’s Right to Check References</i>	<p>If the State desires to consult with clients of the Bidder during the evaluation of Quotes, will it first request a list of references from the Bidder? Can you please provide some clarity on how this process will work?</p> <p>The State recommends that references be provided by the Bidder with its Quote for both the organization (see Section 3.16 <i>Organizational Experience</i>) and for the relevant individuals included (See Section 3.19 <i>Resumes</i>). Please note that while references are a recommendation, submission of resumes are a requirement.</p>
6A	Section 6.5(G) <i>Data Breach</i> Continued from Question #6	<p>Milliman requests the following revision:</p> <p>In the event of any actual, probable or reasonably suspected Breach of Security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal Data, Contractor shall: (a) immediately promptly notify the State of such Breach of Security, but in no event later than 24 48 hours after learning of such security breach; [...]</p> <p>Explanation: Contractually, Milliman can agree to such a notification within 48 hours. In reality, such notification would be provided promptly, and well within the requested 48 hour time period.</p> <p>The State agrees to this revision. Section 6.5(G) data breach has been revised.</p>
6B	Section 6.5(I) <i>End of Contract Data Handling</i>	Milliman requests that the following wording be added to the end of this section:

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	Continued from Question #6	<p>Notwithstanding the foregoing, Contractor may retain one copy of the State data as necessary to comply with all applicable archival and professional work product documentation standards, subject to Contractor's continued compliance with its confidentiality obligations herein.</p> <p>Explanation: In order to be able to recreate its work in the event of a claim, Milliman must be able to retain one copy of any materials used in this project. This is a reasonable request, and is typical of any other professional service provider.</p> <p>The State declines this revision.</p>
6C	SSTC Section 4.1(A) Indemnification Continued from Question #6	<p>Milliman requests the following revision:</p> <p>Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the contractor's gross negligence, fraud of willful misconduct in the provision of the work and/or materials supplied under this contract, including 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;</p> <p>Explanation: Milliman seeks to provide clarification regarding the scope of the indemnity provision.</p> <p>The State declines this revision.</p>
6D	SSTC Section 5.13 <i>Applicable Law and Jurisdiction</i> Continued from Question #6	<p>Milliman requests that the following wording be added to the end of this section:</p> <p>In the event of any dispute arising out of or relating to the engagement of Contractor by the State, the parties agree first to try in good faith to settle the dispute voluntarily by meeting at least one and engaging in good faith discussions for 30 days from either party providing written notice of the dispute to the other. The 30 day period may be extended by mutual agreement of the parties. In the event that the matter is not resolved through good faith discussions, the parties agree to attempt to resolve the matter with the aid of an impartial mediator who, once appointed, will attempt to facilitate negotiations for a period of 60 days. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by mutual agreement by the parties. The mediation will be treated as a settlement discussion and therefore will be confidential. Each party shall bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. None of the foregoing will toll the notice and commencement of action requirements set forth in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Pursuant to N.J.S.A. 59:13-4, any claims would be heard by a judge sitting without a jury.</p> <p>Explanation: Provides details in relation to disputes and the use of alternative</p>

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		<p>dispute resolution.</p> <p>The State declines this revision.</p>
6E	<p>Proposed New Supplementary Language to SSTC Under Section 5 <i>Terms Governing All Contracts</i></p> <p>Proposed Title: <i>No Third Part Distribution</i></p> <p>Continued from Question #6</p>	<p>Milliman requests the addition of the following clause:</p> <p>Contractor's work is prepared solely for the use and benefit of the State in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to the State may be public records subject to disclosure to third parties, however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. The State agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, the State agrees that it shall not disclose Contractor's work product to third parties without Contractor's prior written consent; provided, however, that the State may distribute Contractor's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Contractor's work product for any purpose other than to provide services to the State, or (ii) any applicable regulatory or governmental agency, as required.</p> <p>Explanation: Milliman prefers to be explicit in setting contractual terms with our clients. Limits the distribution of Milliman's work product to any unauthorized third party.</p> <p>Notwithstanding exemptions permitted pursuant to the New Jersey Open Public Records Act (OPRA), both the Quote and resulting work product may be subject to public disclosure. The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. All information submitted by a Bidder in response to an RFQ is considered public information notwithstanding any disclaimers to the contrary by the Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.</p> <p>The State declines this revision.</p>
6F	<p>Proposed New Supplementary Language to SSTC Under Section 5 <i>Terms Governing All Contracts</i></p> <p>Proposed Title: <i>Limitation of Liability</i></p> <p>Continued from Question #6</p>	<p>Milliman requests the addition of the following clause:</p> <p>Contractor will perform all services in accordance with applicable professional standards. The parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to the State, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages shall not exceed five million dollars (\$5,000,000). In no event shall Contractor be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.</p> <p>Explanation: Milliman requests the addition of the following clause:</p>

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		<p>Contractor will perform all services in accordance with applicable professional standards. The parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to the State, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages shall not exceed five million dollars (\$5,000,000). In no event shall Contractor be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.</p> <p>The State declines this revision.</p>

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Mini-Bid, as set forth in all Bid Amendments.

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