

State of New Jersey Office of the Attorney General
Addendum Number Two to RFP for E-Discovery Services
Questions and Answers

Question Number	RFP Section Reference	Question	Answer
1		<p>Would you be able to please clarify that if we have any proposed changes to the eDiscovery RFP how they should be submitted to the OAG? Should we submit them in red-line form or show the changes accepted along with a summary? Also, when should the proposed changes be submitted? Should they be submitted today or when we submit the RFP on Friday</p>	<p>Any proposed changes to the RFP should be submitted as Questions to (RFQUESTIONS@DOL.LPS.STATE.NJ.US)</p> <p>Questions are due by November 30, 2016, and Questions and Answers will be posted before proposals are due.</p> <p>Proposals are presently due on December 14. .</p> <p>RFP Section 1.3.1 has been amended to add the following paragraph:</p> <p>Any proposed changes to the specific language in this RFP must be submitted as questions before the final Question and Answer Cut-off Date.</p>
2		<p>If we submit the RFP, and are an accepted bidder. Do we have the right to take the specific project or reject it on a case by case basis?</p> <p>For example, we may have cases which are currently active and resources wise may not be able to accommodate the timeline required for the specific matter.</p>	<p>The Department of Law and Public Safety (“Department”) now intends to award the eDiscovery contract to multiple firms to ensure that it will have sufficient contracted eDiscovery capacity.</p> <p>Because DOL is unable to project the volume and size of its eDiscovery needs at this time, DOL recognizes that it may be difficult for bidders to ensure they have sufficient capacity for the volume of eDiscovery task orders that DOL may issue, however, DOL anticipates that the bidders that are awarded contracts will make commercially reasonable efforts to be able to provide sufficient resources to timely and efficiently respond to the eDiscovery task orders issued by the State. See Answers to Questions Number 4, 7, 14, 18 and 48.</p>
3		<p>Does the DOL have any information as to the schedule for the evaluation process and contract commencement? Things we would be interested in knowing:</p> <p>Is there a due date or a targeted date for when the contract be awarded? How soon after the notification of the contract award will the Contractor start work? How long after proposals are submitted will the evaluations begin? How long after evaluations</p>	<p>The DOL does not have an anticipated contract or work start date. The contract will be awarded with reasonable promptness after the receipt and evaluation of submitted proposals.</p> <p>There is no specific estimate of how long the evaluation, oral presentation and test environment process will take.</p>

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		begin will oral presentations and test environment be engaged, if necessary?	
4	1.1		<p>Section 1.1 has been revised to reflect that DOL will award a primary, secondary and tertiary contract. Revised Section 1.1 is as follows:</p> <p>1.1 PURPOSE AND INTENT</p> <p>This Request for Proposal is issued by the New Jersey Attorney General, head of the Department of Law and Public Safety, for use primarily by all divisions in the Department of Law and Public Safety, but primarily for the Division of Law.</p> <p>The purpose of this RFP is to solicit bid proposals for a three-year term contract for the provision of e-discovery services, including forensically-defensible discovery document and data collection, processing of all Collected Materials, provision of Contractor-hosted and Contractor-supported tool(s) for the Division to analyze, parse, sort and produce documents and data collected, and related services, as further described herein.</p> <p>The e-discovery services and the Contractor-hosted and Contractor-supported tool are described in Section 3.0 (Scope of Work), below. The Bidder must submit with its technical proposal any proposed licensing agreement(s) for the tool(s) necessary to provide the services under this agreement. The Division reserves the right to negotiate the terms and conditions of any licensing agreement(s) to be consistent with the terms of this RFP. With respect to the Division’s use of the e-discovery services and any proposed license agreement(s), it is understood and agreed that the Division and its clients or its Outside Counsel shall be considered the “end-user.”</p> <p>The intent of this RFP is to award a primary, secondary and tertiary contract to such responsible Bidders whose bid proposals, conforming to this RFP, are most advantageous to the Division, price and other factors considered. However, the Division reserves the right to separately procure individual requirements that are the subject of this RFP during the contract term, when deemed by the Division Director, to be in the State’s best interest.</p> <p>The Contract to be awarded will consist of this RFP and the Bidder’s proposal, including its price proposal.</p>
5	1.1	Is the DOL open to having an instance of our review tool hosted in Amazon Web Services (AWS) if data does not leave the United States	<p>DOL does not limit the hosting platform selected by the contractor, however, the contractor must be able to assure that using such hosting service would provide the security required under this RFP and would not otherwise violate the RFP, including preventing data and backup data from being</p>

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		and all security and data backup and recovery requirements are met?	transferred or stored outside the United States.
6	1.1	Is New Jersey Office of Attorney General looking to consolidate other presently hosted matters into one Relativity platform with one vendor?	The State is not looking to consolidate other active matters into the selected Contractor's platform.
7	1.1	Does the Department of Law (DOL) intend to award the eDiscovery contract to multiple bidders?	Yes, the Department intends to award the eDiscovery contract to multiple bidders. See also, Answers to Questions number 2, 4, 14, 18 and 48.
8	1.2	What firm(s) are currently being used to perform eDiscovery Services including collection, processing, hosting, review and production? What are the current fees of the firm(s)?	DOL has no current contracts with eDiscovery firms. DOL has only used eDiscovery firms sporadically; most often eDiscovery services have been provided by a subcontractor of Special Counsel or of litigation services firm such that DOL did not contract with the eDiscovery firm. Currently the DOL has licenses for Concordance and DOL personnel use Concordance for a limited number of eDiscovery functions. The DOL may consider moving the eDiscovery functions from Concordance to one or more of the eDiscovery Contractors for some matters, but that decision will not be made until after the eDiscovery contract is awarded.
9	1.2	Of the 40,000 active matters at any given time, can you give a percentage estimate of matters that involve eDiscovery?	No.
10	1.3.1	If the posted responses to the Vendor questions trigger follow up questions, will the DOL be open to answering these, even though it is past the prescribed cutoff date for Questions and Answers? If so, should they be sent to the same listed email address? (RFQQUESTIONS@DOL.LPS.STATE.NJ.US)	Yes, the DOL will accept additional follow up questions related to this addendum until November 30, 2016.
11	1.4.4	We respectfully request the New Jersey Attorney General's Office treat our proposal as wholly confidential and not disseminate it to third	Pursuant to Section 1.4.4 of the RFP, a bidder's entire proposal cannot be treated as confidential. RFP Section 1.4.4, is reproduced here, with minor corrections.

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		<p>parties, in particular information related to pricing, pricing models, financial data, intellectual property and any other information or data that could reasonably be deemed confidential or proprietary.</p>	<p>1.4.4 CONTENTS OF PROPOSAL</p> <p>Your proposal can be released to the public during the protest period established herein or pursuant the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know.</p> <p>After the contract award, all information submitted by Bidders in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.</p> <p>Any proprietary and/or confidential information in your proposal will be redacted by the Division. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and or factual basis for such assertion. The Division reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. The Division will not honor any attempt by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the Bidder's assertion of confidentiality with which the Division does not concur, the Bidder shall be solely responsible for defending its designation.</p> <p>By signing the cover sheet of this RFP, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the Division.</p>
12	1.4.4	Will a Bidder's confidential information such as pricing become publicly available?	See Answer to Question number 11.
13	2.1	Can you provide the maximum number of users you anticipate requiring access?	See Answer to Question number 29.
14	3.0	Would the State be interested in technology that could provide in-place preservation, culling, processing, and collection functionality across its departments? Would there be a major technical obstacle to install technology on the unstructured data systems where ESI originates throughout the State	<p>With this RFP, the DOL is not seeking a contractor to provide in-place preservation, culling, processing, and collection functionality across its departments.</p> <p>Because of the variety of IT systems used by the DOL's clients, it should be assumed that the Contractor may not be able to install technology for collection on all of the various client systems where ESI originates throughout the State. In those instances, the Contractor will have to work with DOL and the client's IT staff to orchestrate collection by another means. In other instances, it may be possible to install technology on the unstructured data system where the ESI</p>

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			originates.
15	3.1		<p>Section 3.1 has been revised as follows:</p> <p>3.1 GENERAL INFORMATION</p> <p>The DOL's needs for electronic litigation support services vary from year to year depending on the number and type of matters with significant e-discovery needs, and have been increasing. In peak periods, the Vendor must be able to accommodate up to 100 terabytes of data from DOL and up to 250 concurrent users.</p> <p>In order to meet the DOL's anticipated eDiscovery years for the term of this contract to be awarded as a result of this RFP, the Division will award Contracts to a Primary, Secondary and Tertiary vendor.</p>
16	3.1	What is the contract start date contemplated by the DOL?	See Answer to Question number 3.
17	3.1	Does the DOL currently have 100TBs or less of hosted data they wish to migrate to the new platform? If so, what is the timeline the DOL would like this to be conducted over: immediately or phased? If it is less than 100TBs, how much data? If there is no data that needs to be migrated, please indicate?	No, the DOL does not currently intend to migrate a specific amount of data from a current platform to the Contractors' platform. If the DOL later determines to migrate data from Concordance (see Answer to Question number 8) or from an eDiscovery contractor retained by Outside Counsel, a task order for that migration and other eDiscovery services will be issued.
18			<p>Sections 3.1.1.1 and 3.1.1.2 have been revised as follows:</p> <p>3.1.1.1 Initial Conference</p> <p>The Division will contact the Primary Contractor about new projects. The Division and the Contractor shall have an initial conference to discuss the project, including the forum for the matter and the applicable e-discovery rules in that forum; the anticipated number of reviewers of the Collected Material; the anticipated sources for material; the estimated volume of material to be collected; the number of custodians; the estimated number of duplicates within the collected material; the estimated time for hosting; estimated volume of production; additional services to be provided; and all scheduling and delivery dates. In addition, the parties shall discuss what specific additional e-discovery services, if any are anticipated to be needed for the project.</p> <p>The purpose of the initial conference is for the parties to understand the scope of the Task Order to be issued for the project and the estimated costs for the Task Order.</p> <p>The Primary Contractor shall advise DOL within no less than one business day after the initial conference whether it</p>

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			<p>will be able to provide eDiscovery services for the project. If the Primary Contractor is unable to do so, DOL shall contact the Secondary Contractor for an initial conference.</p> <p>The Secondary Contractor shall advise DOL within no less than one business day after the initial conference whether it will be able to provide eDiscovery services for the project. If the Secondary Contractor is unable to do so, DOL shall contact the Tertiary Contractor for an initial conference.</p> <p>The Tertiary Contractor shall advise DOL within no less than one business day after the initial conference whether it will be able to provide eDiscovery services for the project.</p> <p>3.1.1.2 Issuing Task Order</p> <p>Following the initial conference, the Division will issue a Task Order to the Contractor that, pursuant to Section 3.1.1.1 will be able to provide the eDiscovery services for the project, that shall include the Division's preliminary determination of services required, including:</p> <ul style="list-style-type: none"> A) the forum for the matter; B) the anticipated number of reviewers of the Collected Material; C) the anticipated sources for material to be collected; D) estimated volume of material to be collected; E) estimated number of custodians; F) estimated number of duplicates within the collected material, if known; G) estimated period of time for the Contractor to host the Collected Material; H) estimated volume of production, if known; I) additional services to be provided , if known; J) all scheduling and delivery dates, if known; K) the specific, additional e-discovery services requested by the Division; and L) the Division contact person for the matter. <p>See also Answers to Questions number 2, 4, 7, 14 and 48.</p>
19	3.2.1	"...The Contractor shall scan all Documents at the collection site or at a location arranged by the Division..." If Contractor has a fully equipped litigation support services facility in Manhattan and can provide pickup and delivery of materials at no cost, could this facility be considered for scanning and other services?	No.
20	3.2.1	Will DOL provide scanning	To the extent that DOL or DOL's client agencies have

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		equipment or would such equipment be provided by the Contractor?	scanning equipment, we cannot guarantee that it can be made available to the Contractor at the time that data collection is needed. As such, the Contractor should have scanning equipment that it can bring on-site.
21	3.2.1	How does New Jersey Office of Attorney General currently handle forensic collections? Outsourced or internal?	Collection methodologies have varied and in some cases forensic collection was outsourced. Through this RFP, DOL is seeking forensic collection ability, which may be provided by the Contractor itself or by a subcontractor to the Contractor.
22	3.2.1	Does the New Jersey Office of Attorney General leverage a forensic or data collection platform for eDiscovery or acquisition?	To the extent that this question is asking whether DOL or the Department of Law and Public Safety already uses a forensic or data collections platform for eDiscovery or data acquisition, the answer is no.
23	3.2.1	What is the scope and volume of the average acquisition?	DOL does not have this information.
24	3.2.1	Approximately how many custodians are collected per year?	DOL does not have this information
25	3.2.1	Approximately how many collections are completed per year?	DOL does not have this information
26	3.2.1	Does each agency have its own infrastructure? Does the State have a central email server for all agencies?	Yes, each state agency controls how it handles its own IT infrastructure. Some agencies have chosen to have email controlled by a common server operated by the State's Office of Information Technology, others have chosen not to do so and maintain their own servers..
27	3.2.2	Does New Jersey Office of Attorney General process eDiscovery internally?	At present, yes it does. See Answer to Question 8.
28	3.2.2	Does New Jersey Office of Attorney General have a threshold for what is processed and hosted internally?	No, DOL does not have a threshold for what it will process and host internally. A determination of how to process an individual matter is made on a case by case basis.
29	3.1	You require 250 concurrent users. However, in Section 3.2.3 it states that the platform must allow for an unlimited amount of users. Would you please provide clarification on number of users' required or average number of users in the last year?	The Contractor shall provide access to its platform for 250 users at any one time (concurrent users). However, the State wishes to have unlimited user logins for various staff, attorneys and outside counsel (which likely will be in excess of the number of concurrent users permitted).
30	3.2.3	The RFP states that unlimited	See Answer to Question Number 29.

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		<p>users are required, however, in Section 3.0 you indicate 250 concurrent users. Please provide clarification on number of users (NJ AGO lawyers and outside counsel or average number of users in last year)?</p>	
31	3.2.4	<p>The RFP states that Contractor will be responsible for ensuring high speed connectivity to Division locations. However, there are physical limitations of Division facilities described in the RFP and potentially local Division IT factors which are out of Contractors' control. As a web-enabled application, Relativity requires only a suitable internet connection from any PC/Mac device for uninterrupted access. Its requirements are to not exceed other typical web-enabled or cloud platforms. The building WAN connection speed described for 3 Division locations shows use of a 10Mbps connection from the ISP which could be considered substandard depending on the number of users and applications consuming internet bandwidth at any given point (most residential connections today are 20-50Mbps+). Technically, this speed should be more than adequate for Relativity web traffic and performance should not be adversely affected. However, if the Division's regular web traffic already consumes significant bandwidth or if there are already known web connectivity performance issues when accessing other web applications this connection speed may not be ideal. Are there currently web connectivity issues or user complaints regarding speed or</p>	<p>After proposals are received if a Bidder is selected to make a presentation, prior to the presentation, DOL will work with the Bidder to facilitate remote testing.</p>

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		performance in any the Division's locations? To avoid unforeseen obstacles, would the Division be agreeable to remote testing during the RFP process to assess any existing connectivity limitations?	
32	3.2.4	Can you give a percentage estimate of your cases on which you use predictive coding?	DOL evaluates whether to use predictive coding on a case by case basis based on volume of data and other concerns. The Contractor should assume that DOL will consult with it on determining whether predictive coding is appropriate on future cases.
33	3.3.2	Would DOL consider off shore support during non-business hours?	Technical Support provided pursuant to Section 3.3.2 may be provided by non-U.S. based employees or subcontractors during non-business hours.
34	5.6.2 (corrected to 5.9.2, see answer to Question 49.)	Is the State open to flat rate pricing for all services and technology described in the Scope of Work, if such pricing can be done on a per Task Order basis?	DOL has not made any determination as to what pricing models it will select.
35	5.6.2 (corrected to 5.9.2, see answer to Question 49.)	Pursuant to the RFP, you requested options in pricing. Please advise which pricing options listed below would Better assist you in accomplishing budgetary and accounting related goals. <ul style="list-style-type: none"> • A la Carte (Per Unit Based Pricing) • Bundled Pricing (What Services) • Per Doc Pricing (What Services) • Subscription Based Pricing • Volume Based Pricing with credits after certain thresholds are met 	DOL has not determined which pricing models would better assist it in accomplishing its goals. Bidder should provide details about of all pricing models it determines to offer as set forth in section 5.6.2 of the RFP.
36	5.6.2 (corrected to 5.9.2, see answer to Question 49.)	The RFP indicates the need for both android and IOS support, please advise whether IOS support only will meet the New Jersey AGO requirements? Relativity offers a mobile IOS native iPad tablet application for access to documents on the go that	DOL prefers to have mobile access across standard platforms. DOL will consider the extent a bidder describes limitations to particular platforms, including why review may not be suitable for any particular platform or device size/type.

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		negates the need for shipping or printing large volumes of documents. Relativity Binders enables collaboration between your team during depositions, witness and trial preparation. In app notifications alert you when new documents have been added and are available for download. In the upcoming version 9.4+, extensive new features are scheduled for release in 2017. However, DTI does not offer a compatible android or iPhone application at this time.	
37	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 1 – Shall it be assumed that the “Plaintiff” is the State’s legal opponent, that the “Defendant” is the State, that the “client” is a State entity, and that “Defense counsel” is DOL’s Outside legal counsel? Please clarify if any these assumptions are not correct.	In Case Composite 1 you should make the following assumptions: “Plaintiff” is the State’s legal opponent; “Defendant” is a the State, State agency or State employees. “client” is the State, State agency or State employees, “Defense counsel” is DOL’s assigned Deputy Attorney(s) General. Bidder would be providing eDiscovery support to “Defense counsel.”
38	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 1 – Is data collection work to be included in the pricing? If yes, please describe the source of the 3,628 GB of email data (e.g., server email, computer hard drives).	Yes, data collections should be included in the pricing. Email data would need to be collected from server email and Archive Manager.
39	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 1– It is apparent that emails were first printed to paper, reviewed for responsiveness on paper, scanned to an electronic format, Bates-labeled electronically, reviewed for privilege on a review platform, and redacted electronically. Is this accurate?	It should be assumed that the client identified emails in electronic Microsoft Outlook format that contained the ordered search terms. Pricing should include: - electronic collection from a server and Archive Manager. - initial Bates numbering - making the email accessible for further review for responsiveness, relevance and privilege redaction. - final Bates numbering - production of relevant email on paper and electronic format (native and pdf)
40	5.6.2.2 (corrected to 5.9.2.2, see answer	Case Composite 1 Shall we prepare pricing based our recommended work flows and assume de-	Bidders should provide pricing assuming de-duplication was NOT performed prior to review and redaction. To the extent that “filtering” means that only emails with the ordered search terms were identified by the client and will be

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	to Question 49.)	duplication and filtering was performed prior to review and redaction?	collected but that further review for responsiveness, relevance and privilege are still necessary. Bidders should provide pricing with their recommended workflows and explain which workflows are recommended.
41	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 1 – Do the document production requirements allow for documents to be produced electronically such as TIFF or Native formats (especially for large attachments)?	See Answer to Question number 39.
42	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 1 – With respect to the filtering (i.e., state employees, 6 or less recipients), what was the data/document reduction percentage for the remaining 11 custodians?	That information is not specifically available but assume that after the 9,900 pages of emails for the first 8 email accounts were produced, the filtering described in the following two paragraphs was done and it reduced the percentage of responsive emails by a total of 60%.
43	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	<p>(1) Case Composite 1. Under this, and all of the Case Composites, should our submission assume that all described elements of the process that would incur fees are elements for which we need to submit pricing, or only elements with defined metrics? For example, the Case Composite states “[e]ach email must then be printed” in related to a collection of 3,268GB of collected email.</p> <p>(2) Since printing is often on a per page basis and not a per GB basis, should we make assumptions about printing over 3TB of email or would printing apply only to the production set of 9,900 pages of email?</p> <p>(3) In addition, should we make assumptions in relation to elements that are not defined by a data metric. For example, the final paragraph contemplates modified demands applicable to custodial collections where the</p>	<p>(1) For each pricing model, the Bidder should identify the relevant fees that would be incurred for the case composite, but need not list a fee if one is not charged pursuant to that pricing model. For example, if a pricing model is based on the amount of data collected and the amount of data ultimately produced, but there is no charge for TAR, then for that pricing model, only the prices for data collected and data produced should be listed.</p> <p>(2) For Case Composite 1, the printing price should be provided based on printing only the set of 9,900 pages of emails.</p> <p>(3) Bidder may make any assumptions in providing pricing, but in the pricing part of your proposal you should state all assumptions the bidder has made and provide the basis for bidder’s assumptions. .</p> <p>(a) Yes, alternatives may be submitted and explained, but the pricing should also be provided for printing the full set.</p>

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		<p>term “Heart” is in issue. The paragraph states that “the number of responsive emails was reduced drastically.” Should we make assumptions that address this “reduction” (e.g. the percentage reduction, review and production costs, hosting duration and user licenses in the web-based tool required to review said documents)?</p> <p>a. Also, note that if printing of the full set was, in fact, part of the protocol, under most circumstances, our team would object to such a protocol based on cost and time. We have several processes that would be more effective at saving the DOL time and money. If there are alternative processes which we might deploy to address a Case Composite, may those be submitted and explained?</p>	
44	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 3 In this case, a “litigation expert” is referenced as using “Early Case Assessment and Law Electronic Discovery Processing.” Should we include our pricing for said ECA and other technology if we have a specific rate structure for those services.	Yes.
45	5.6.2.2 (corrected to 5.9.2.2, see answer to Question 49.)	Case Composite 3 - May we assume the use of technology acceleration tools, specifically email threading and a technology assisted review (TAR) model to help prioritize documents before Review?	Yes. The Contractor should base its price on the assumption that TAR was requested to help prioritize documents, but should not assume that TAR was used prior to Contractor receiving data.
46	5.8.3	Does the DOL require that every employee be named or may positions non relevant to satisfy the scope of work be anonymized to job title?	The contract specific organization chart should identify management, supervisory and other key personnel assigned to the contract; the Bidder must also provide a general chart as set forth in Section 5.8.3(B) in which positions not included above may be anonymized to job title.
47	5.8.4	Please provide a copy of (or electronic link to) the New	The electronic link to the New Jersey Office of Information Technology data security and other technical requirements

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		Jersey Office of Information Technology data security and other technical requirements so that we may confirm our compliance thereto.	is: http://www.state.nj.us/it/business/
48	5.8.4. (C)	Does the Division plan on using multiple eDiscovery providers to manage client conflicts or will the Division solely rely on the selected eDiscovery provider to manage all of the Division's matters and potential client conflicts through processes (such as ethical walls and separate storage) to manage client conflicts?	See Answer to Questions number 2, 4, 7, 14 and 18.
49	5.9.1	The first numbered bullet point after 5.9.1.1 is 5.6.1.2. Please confirm this is a formatting or numbering error, as opposed to a missing request or missing section.	Yes, this is a formatting error. The RFP has been reformatted to contain corrected numbering and reposted, marked as "Revised"
50	6.1	The reference to the Director of Purchase and Property in RFP Section 6.1 is unclear.	The reference to "the Director of Purchase and Property in RFP Section 6.1 is incorrect. It should say "Director" and refer to the Director of the Division of Law, as defined in RFP Section 2.1. The full corrected section is as follows: 6.1 TERMS AND CONDITIONS In the event that the Bidder would like to present terms and conditions that are in conflict with either these terms and conditions any other section of the RFP, the Bidder must present those conflicts during the Question and Answer period for the Division to consider. Any conflicting terms and conditions that the Division is willing to accept will be reflected in an addendum to the RFP. The RFP shall prevail over any conflicts set forth in a Bidder proposal that were not submitted through the question and answer process and approved by the Division. Nothing in these terms and conditions shall prohibit the Director from amending a contract when the Director determines it is in the best interests of the Division.
51	6.3	The reference to the "Division of New Jersey" in RFP section 6.3 is unclear.	The references to the "Division of New Jersey, "New Jersey Division Library" and "Division Street" are incorrect. They should refer to the "State of New Jersey", the "New Jersey State Library", and "State Street" respectively. The full, corrected section is as follows: 6.3 APPLICABLE LAW AND JURISDICTION This contract, any task orders and any and all litigation arising therefrom or related thereto shall be governed by the

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			<p>applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.</p> <p>The statutes, laws, regulations and codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.</p>
52	6.3	We typically favor a two tier dispute resolution process with mediation and binding Arbitration – would DOL consider that in lieu of the courts of NJ?	The DOL will not accept a mandatory dispute resolution process as outlined, but note that the DOL will consider mediation and informal efforts to resolve contract claims on a case by case basis.
53	6.9	The reference in RFP Section 6.9(d) to “Division or county party committee” is unclear.	<p>The reference in RFP Section 6.9(d) to “Division or county party committee” is incorrect. The full, corrected provision is as follows:</p> <p>d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;</p>
54	6.11	The references in RFP Section 6.11 to “Division officer”, “special Division officer” and “Division vendor” are unclear.	<p>The references in RFP Section 6.11 to “Division officer”, “special Division officer” and “Division vendor” are incorrect. They should refer to “State officer”, “special State officer” and “State vendor” respectively. The full, corrected section is as follows:</p> <p>6.11 STANDARDS PROHIBITING CONFLICTS OF INTEREST</p> <p>The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).</p> <p>A) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.</p> <p>B) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the</p>

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			<p>vendor to the Attorney General and the Executive Commission on Ethical Standards.</p> <p>C) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any Division agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.</p> <p>D) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.</p> <p>E) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.</p> <p>F) The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.</p>
55	6.12	<p>The references to the "Division of New Jersey", "Division Government" and "Division Tax" in RFP section 6.12 are unclear.</p>	<p>The references to the "Division of New Jersey" and "Division Government" in Section 6.3 are incorrect. They should refer to the "State of New Jersey", "State Government" and "State Tax", respectively. The full, corrected section is as follows:</p> <p>6.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE</p> <p>Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction</p>

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			<p>projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.</p> <p>The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the Division, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.</p>
56	6.13	The references in RFP Section 6.13 to "Division" are unclear.	<p>The references in RFP Section 6.13 to "Division" are incorrect. The word "state" or "State" should have been used in place of "Division" as set forth in the full, corrected provision as follows:</p> <p>6.13 AFFIRMATIVE ACTION REQUIREMENTS N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:</p> <p>A) The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to</p>

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			<p>be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;</p> <p>B) The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;</p> <p>C) The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the State, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:</p> <p>D) The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.</p> <p>E) The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.</p> <p>F) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.</p> <p>G) In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.</p>
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57	6.15	We usually leverage the resources and capabilities of our global organization – would DOL permit the use of other firms in our global organization and support service providers located outside the US?	See Answer to Question number 8.
58	6.14	What is the definition of “United Divisions”? Should it read “United States”?	<p>Yes, it should read “United States”. Also, “Division Treasurer” as used RFP Section 6.14 was incorrect. It should have said “State Treasurer.” Finally, in RFP Section 6.14, the “Director” is not the Director of the Division of Law, but the Director of the Division of Purchase and Property. The full, corrected provision is as follows:</p> <p>6.14 SERVICE PERFORMANCE WITHIN U.S. Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director of the Division of Purchase and Property certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the Contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause, unless previously approved by the Director of the Division of Purchase and Property and the Treasurer.</p>
59	6.15	The reference in RFP Section 6.15 to “United Divisions” is unclear.	<p>The reference to the “United Division” is incorrect. It should refer to the “United States”. The full, corrected section is as follows:</p> <p>6.15 BUY AMERICAN Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the Contractor shall be required to so certify.</p>
60	6.25 (C)	The reference in RFP Section 6.25 (C) to “Division Legislature” is unclear.	<p>The reference to “Division Legislature” in RFP Section 6.25 (C) is incorrect. It should refer to “State Legislature”. The full, corrected provision is:</p> <p>C) AVAILABILITY OF FUNDS - The Division’s obligation to make payment under this contract is contingent upon the</p>

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			availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Division for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.
61	6.26	The references in RFP Section 6.26 to "Division agencies" and "Division Treasurer" are unclear.	<p>The references to "Division agencies" and "Division Treasurer" are incorrect. The reference should have been to "State agencies" and "State Treasurer". The full, corrected section follows:</p> <p>6.26 NEW JERSEY PROMPT PAYMENT ACT The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires State agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed Division Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Division prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.</p>
62	6.36.1	We would expect to be able to disclose the DOL information as required by law, regulation or professional standards. Would DOL recognize such obligations in an agreement with us?	In the event that the Contractor receives a request or notice that it is to turn over DOL-owned data, the Contractor shall defend against the notices to the extent of the law, and shall give the State as much notice as practicable and facilitate the State's defense against turning over any DOL-owned data, consistent with law.
63	6.36.1	We usually do not sign NDAs in addition to the engagement agreements, or requires its personnel to enter into agreements in their individual capacity – would DOL accept to include all of the confidentiality obligations in the engagement agreement with us?	The "engagement agreement" in this matter shall be the RFP and the Bidder's proposal with the RFP and any addenda thereto controlling. In certain instances, as explained in the RFP, the contractor and/or its employee(s) may also be asked to sign an NDA, the terms of which NDA would be negotiated.
64	6.36.2	Due to the nature of our business, we are not PCI compliant as we do not process or store payment card info. However, our information security program is aligned with industrial best practice	A bidder who is not PCI compliant may still be awarded a contract but will not be eligible to receive any task orders that require eDiscovery services involving payment card information.

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		ISO 27001, which is broadly consistent with PCI DSS.	
65	6.36.2	We believe that in case of a data breach arising out of our fault, it is appropriate for our firm to be responsible for the costs associated with notification requirements in accordance with applicable law – would DOL agree with that concept as opposed to a broader unlimited Indemnification?	DOL will not revise Section 6.36.2.
66	6.36.2	We need to retain information as part of its working papers in accordance with professional obligations so we may not be able to return or destroy records to the extent that such obligations conflict with applicable record retention requirements. Would DOL recognize such obligations in an agreement with us?	DOL will consider the contractor’s legal obligation to retain DOL-owned data when interpreting Section 6.36.2. Bidders’ proposals should detail bidder’s legal obligations to retain DOL data. DOL is not aware of any professional obligations in this industry that would cause a Contractor to be required to retain DOL-owned data.
67	6.40	The references in RFP Section 6.40 to “complaints” and the citation of the section from “N.J.A.C.” are unclear.	The references to “complaints” and the citation of the section of “N.J.A.C.” are incorrect and should not have been included. The Section has been amended to remove them. The full, amended Section 6.40 appears in the Answer to Question 68.
68	6.40	We must be able to terminate the agreement or specific services immediately if it believes that continuing to provide services would violate applicable law or professional obligations, such as for independence reasons. Would DOL recognize that professional requirement in an Agreement with us?	<p>The State is unaware of any applicable professional code of conduct that governs this field. To accommodate the questioner’s concern about violations of the law, RFP Section 6.40 has been amended.</p> <p>The full, amended Section 6.40, addressing both Questions 67 and 68, is:</p> <p>6.40 TERMINATION OF CONTRACT</p> <p>A) By the State for Convenience</p> <p>Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this Contract at any time, in whole or in part, for the convenience of the Division, upon no less than thirty (30) days written notice to the contractor.</p> <p>B) By the State for Cause</p> <p>Where a contractor fails to perform or comply with a contract or a portion thereof, the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to</p>

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			<p>the contractor with an opportunity to respond.</p> <p>C) In cases of emergency the Director may shorten the time periods of notification set forth in Section 6.40(A) and (B), and may dispense with an opportunity to respond.</p> <p>D) By the Contractor, for Cause If the contractor believes that to continue providing services under a task order issued under the Contract because doing so would violate applicable law, the Contractor must immediately provide 10 days' written notice to the Director of the circumstance that the Contractor believes violate applicable law. The Division shall have 10 days to resolve the issue. If the issue is not resolved, the Contractor may terminate the contract by sending a notice of termination, which termination will be effective at the close of the third business day after the Division receives the notice of termination.</p> <p>E) In the event of termination under this Section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.</p>
69	6.44	<p>We would like to clarify that "property" Refers to "tangible property" and that patent refers to "U.S. Patent" – would that be agreeable for DOL?</p>	<p>Except as otherwise specified, property shall refer to "tangible property; Patents shall not be limited to patents issued in the United States.</p>
70	6.45	<p>It is our firm's practice and policy to limit the aggregate amount of our liability to the fees paid for the Services provided, and to expressly exclude indirect, consequential, incidental, special and punitive damages. Would DOL consider that?</p>	<p>Section 6.45 of the RFP provides that the Contractor is not liable for consequential or incidental damages. There is no requirement in the contract for special or punitive damages. The State will not limit the aggregate amount of contractor's liability to the fees for the services provided.</p>
71	6.41.3	<p>The reference in RFP Section 8.41.3 to "State of New Jersey Standard Terms and Conditions" is unclear.</p>	<p>The reference in RFP Section 8.41.3 to "State of New Jersey Standard Terms and Conditions" is incorrect. It should have been to "the RFP". The full, corrected provision is:</p> <p>6.41.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS</p> <p>In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the Contract in accordance with the RFP, authorize the delivery of contract items by any available</p>

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			<p>means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.</p>
72	6.46	<p>The reference in RFP Section 8.46 to the "Division of New Jersey" is unclear.</p>	<p>The reference in RFP Section 6.46 to "Division of New Jersey" is incorrect. It should have said "State of New Jersey". In addition, in RFP Section 6.46, the first, unnumbered paragraph, "Division of Law" has been added to the name of the Certificate Holder. In addition, some of the references to the "Division" should have been made to the "State". The full, corrected provision is:</p> <p>6.46 INSURANCE</p> <p>The Contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The Contractor shall provide the Division with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the Division. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the Division until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of Law and Public Safety, Division of Law PO Box 112, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the Division at:</p> <p>Director New Jersey Division of Law PO Box 112 Trenton, New Jersey 08625-0112</p> <p>The insurance to be provided by the contractor shall be as follows:</p> <p>A) Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic,</p>

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			<p>unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.</p> <p>B) Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State of New Jersey must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the Division’s behalf or on State controlled property.</p> <p>C) Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than: \$1,000,000 BODILY INJURY, EACH OCCURRENCE \$1,000,000 DISEASE EACH EMPLOYEE \$1,000,000 DISEASE AGGREGATE LIMIT</p> <p>D) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.</p>
73	7.2.2	This section number appears twice, once with the title “Technical Evaluation Criteria” and once with the title “Bidder’s Price Schedule”. I assume this is an error.	Yes, there was a numbering error. The RFP has been revised with corrected numbering and posted on the OAG website.
74	8.1.1(C)	The reference in RFP Section 8.1.1(C) to “Division Procurement Specialist” is unclear.	<p>The reference in RFP Section 8.1.1(C) to “Division Procurement Specialist” is incorrect. It should have said “Director” and refer to the Director of the Division of Law as defined in RFP Section 2.1. The full, corrected provision is:</p> <p>C) proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity</p>

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			<p>made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at: http://www.state.nj.us/treasury/purchase/forms.shtml#eo134 , shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Director, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.</p>
75	8.1.1 (D)	The reference in RFP Section 8.1.1 (D) to “Division’s website” is unclear.	<p>The reference in RFP Section 8.1.1 (D) to the “Division’s website” should have said to the website of the Division of Purchase and Property.” The full, corrected provision is:</p> <p>D) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the website of the Division of Purchase and Property at http://www.state.nj.us/treasury/purchase/forms.shtml#eo134 , shall be provided to the intended awardee with the Notice of Intent to Award.</p>
76	8.2	The reference in Section 8.2 to awards being made “on a per Category basis (as specified below)” is unclear.	<p>The reference in Section 8.2 to awards being made “on a per Category basis (as specified below)” has been removed. The revised section 8.2 is:</p> <p>8.2 FINAL CONTRACT AWARD Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price and other factors considered. Contract awards shall be made based on the Bidder’s combined technical and price score to determine a total proposal score. Bidder(s) with the highest proposal score(s) shall be considered for contract award. Any or all proposals may be rejected when the Director determines that it is in the public interest to do so.</p>