



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 05-14-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0231 4429 OOT2500000011 1	Procurement Folder:	1698103
Document Name:	Cybersecurity e-discovery (OT25112)	Reason for Modification:	
Document Description:	Cybersecurity e-Discovery SAAS (OT25112)	AWARD OF CRFQ OOT2500000017	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-05-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-05-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000195808				Requestor Name: Joshua I Tinnel	
CARAHSOFT TECHNOLOGY CORP				Requestor Phone: (304) 957-8277	
11493 SUNSET HILLS RD STE 100				Requestor Email: joshua.i.tinnel@wv.gov	
RESTON		VA	20190		
US					
Vendor Contact Phone: 703-673-3652		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	No				
#3	No				
#4	No				
<div>2025 FILE LOCATION _____</div>					

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

CR 5-15-25

Total Order Amount:

Open End

Purchasing Division's File Copy

5/14/25
PURCHASING DIVISION AUTHORIZATION

DATE: *Mark A. [Signature]* 5/15/2025
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *[Signature]*
ELECTRONIC SIGNATURE ON FILE
5/15/2025

ENCUMBRANCE CERTIFICATION

DATE: *[Signature]* 5-15-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Open End Contract
Cybersecurity e-Discovery SAAS (OT25112)

The vendor Carahsoft Technology agrees to enter in this open-end contract with the Agency the West Virginia Office of Technology to provide Cybersecurity e-Discovery SAAS (Software as a Service) per the bid requirements, specifications, terms and conditions, The Vendor's Customer Terms of Service, State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV96), the information contained within Addendum No. 1 issued 02/24/2025, Addendum No.2 issued 03/03/2025, and the vendor's submitted bid response dated 03/07/2025, and the Software As a Service Addendum attached as Appendix A all incorporated herein by reference and made apart hereof.

Renewal Years 2, 3, and 4 will be added in subsequent change orders per mutually agreed renewals between Vendor & Agency.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43231511				0.000000
	Service From	Service To	Service Contract Amount		
				0.00	

Commodity Line Description: Contract Services: e-Discovery System

Extended Description:

Please see the attached Exhibit A Pricing Page

	Document Phase	Document Description	Page 3
OOT2500000011	Draft	Cybersecurity e-Discovery SAAS (OT25112)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

WV Software as a Service Addendum Attached as Appendix A. See specification 4.1.10



The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Lexi Sutton, Senior Account Representative

(Address) 11493 Sunset Hills Rd Suite 100, Reston, VA 20190

(Phone Number) / (Fax Number) 703-871-8500 703-871-8505

(email address) Lexi.Sutton@Carahsoft.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Carahsoft Technology Corp.

(Company)

Natalie LeMay

(Signature of Authorized Representative)

Natalie LeMay, State and Local Contracts Manager

05/06/2025

(Printed Name and Title of Authorized Representative) (Date)

703-871-8500 703-871-8505

(Phone Number) (Fax Number)

Contracts@Carahsoft.com

(Email Address)

REQUEST FOR QUOTATION
e-Discovery Software as a Service

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a contract for an e-Discovery software as a service. This software will be used for discovery in legal proceedings to process emails and other files. The software will facilitate keyword searching, document review, privilege report creation, data tagging and redaction prior to final report being released.

WVOT provides highly reliable, protected, and cost-effective technology services to approximately 25,000 computers and 20,000 network users. Services are delivered by approximately 200 full-time and temporary employees and supplemented by specialized contract services and staff on an as-needed basis. There are approximately 210 entities total within the executive branch where services are provided. Funding for the Office of Technology is derived from a fee for services model.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Business Hours” means Monday - Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:

- 2.1.1** New Year’s Day (January 1)
- 2.1.2** Martin Luther King Day (Third Monday in January)
- 2.1.3** President’s Day (Third Monday in February)
- 2.1.4** Memorial Day (Last Monday in May)
- 2.1.5** West Virginia Day (June 20)
- 2.1.6** Independence Day (July 4)
- 2.1.7** Labor Day (First Monday in September)
- 2.1.8** Columbus Day (Second Monday in October)
- 2.1.9** Veterans Day (November 11)
- 2.1.10** Thanksgiving (Fourth Thursday in November)
- 2.1.11** Day After Thanksgiving (Fourth Friday in November)
- 2.1.12** Christmas Day (December 25)

2.2 “Contract Services” means an e-Discovery system as more fully described in these specifications.

2.3 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.4 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

REQUEST FOR QUOTATION
e-Discovery Software as a Service

3.1. The Vendor must be compliant with Internal Revenue Service (IRS) 1075, Section AC-17 Remote Access, and Section 3.3.1. Cloud Computing.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 General Requirements– e-Discovery System

4.1.1.1 The Vendor must provide an e-Discovery System that is cloud-based (Software as a Service Model). as well as support Automated Cloud Data Collections and Connectors

4.1.1.2 The system must contain the following capabilities within a single platform that does not require integration with other software: self-service data loading, self-service data processing, client administration, self-service, productions, review, and analytics capabilities.

4.1.1.3 The Vendor must provide an e-Discovery System with unlimited user seats for a minimum of 12 months from date of award.

4.1.1.4 The system must allow client administrators to have the ability to set-up new users or workspaces and assign roles and permissions to new users.

4.1.1.5 The system must allow a user to have multiple roles and toggle between roles. For example, a client administrator can toggle between user roles to validate user permissions and provide user support.

4.1.1.6 The system must not require additional licenses and/or software from third parties.

4.1.1.7 The system must allow the customer/client administrators the ability to remove/delete documents and create archives from the platform.

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e-Discovery Software as a Service

4.1.1.8 The system must be accessible to an unlimited number of users and allow access to at least 50 concurrent cases each having at least one million documents without degradation to speed.

4.1.1.9 The system must be a configurable Platform that allows the administrators to configure applications like request tracking and FOIA requests.

4.1.1.10 The system must be built on scalable architecture with a storage capacity of at least two petabytes of data.

4.1.1.11 The Vendor must provide an e-Discovery System that features the following:

4.1.1.11.1 A system that has two-factor authentication access.

4.1.1.11.2 A system that allows the Agency to have 100% data input automation. The Vendor must not have access to Agency-owned data.

4.1.1.11.3 A system that provides 256-bit encryption to the data when at rest and in transit.

4.1.1.11.4 A system that scans files for viruses.

4.1.1.11.5 A system that allows for load file import and export.

4.1.2 Data Loading & Processing- e-Discovery System

4.1.2.1 The system must allow the Agency to have 100% data input automation.

4.1.2.2 The system must allow the user to load raw data such as PSTs, zip files, and other ESI for processing.

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- 4.1.2.3 The system must allow the client administrator to move data between data stores and conduct early case assessment, including running search terms, and listing and counting file types reports, prior to making the data available to reviewers.**
- 4.1.2.4 The system must allow the customer to create, save, and upload templates for data processing.**
- 4.1.2.5 The system must have pre-built utilities to support processing for various files including imaging, loading, and text files.**
- 4.1.2.6 The system must support uploading up to 10 GB of data directly from web-browser via “drag and drop”.**
- 4.1.2.7 The system must allow loading and processing of a data set that has at least 1 terabyte of documents, data, or ESI, into the review tool.**
- 4.1.2.8 The system must support data reduction and culling (De-NIST; custodial and global Deduplication; filtering by Custodian, file type, date; keyword searching) during processing.**
- 4.1.2.9 The system must include built-in ESI processing capabilities (extraction of text and metadata, imaging, numbering, OCR, load file creation).**
- 4.1.2.10 The system must keep emails and families together and locate orphaned documents during processing.**
- 4.1.2.11 The system must support extraction and processing of files within container files such as zip and rar, and support the processing of files in nested containers or folders.**
- 4.1.2.12 The system must have the ability to ingest, process, and view multiple file types.**
- 4.1.2.13 The system must allow for load file import and export.**
- 4.1.2.14 The system must allow the user the ability to create templates for processing, production, import, export.**

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e-Discovery Software as a Service

4.1.2.15 The system must be able to securely transfer ESI to the review tool.

4.1.3 Review – e-Discovery System

4.1.3.1 The system must allow users to review and analyze ESI productions.

4.1.3.2 The system must allow users to identify and remove duplicate documents and data.

4.1.3.3 The system must allow users to redact and highlight portions of the document.

4.1.3.4 The system must allow users to search, tag, index, and code information and provide advance search features including but not limited to keyword, Boolean, stemming, wildcard, fuzzy, proximity and other search types.

4.1.3.5 The system must process searches, display documents, and allow users to perform document review with minimal loading times.

4.1.3.6 The system must include a file viewer that easily and quickly opens files without needing to install additional applications. Supported files must include: .docx, .xlsx, .pdf, .jpg, .jpeg, .mov, avi, .rtf, .txt., pub, .pptx.

4.1.3.7 The system must support searching on tags/codes and metadata.

4.1.3.8 The system must allow the user the option to assign and self-assign batches for review.

4.1.3.9 The system must provide search engines that support both Elasticsearch and dtSearch indexing and searching options within a single matter.

4.1.3.10 The system must allow the user to create workspaces, folders, etc., for customizable document organization.

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4.1.3.11 The system must provide full administrator rights to the customer, including the ability to assign roles/permissions, create review assignments and/ or review batches for reviewers.

4.1.3.12 The system must allow for the customization of coding panels.

4.1.4 Advanced Analytics – eDiscovery System

4.1.4.1 The system must include the following content & context analysis capabilities: topic clustering, email threading, near-duplicate analysis, entities recognition.

4.1.4.2 The system must provide predictive coding, advanced artificial intelligence (AI) and Technology Assisted Review (TAR) technologies including TAR 1.0 and TAR 3.0.

4.1.4.3 The system must provide Active Learning (story builder with continuous active learning analytics).

4.1.5 Security – eDiscovery System

4.1.5.1 The system must provide secure authorized access and have multi-factor authentication for each user to prevent unauthorized access.

4.1.5.2 The systems must provide automatic session termination if no activity with a prescribed period of time.

4.1.5.3 The system must allow a client administrator to restrict security rights at the individual, group or role level.

4.1.5.4 The system must provide a security level that allows system administrators to add new users to the system and edit existing user permissions.

4.1.5.5 The vendor must provide regular maintenance including new releases and updates.

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4.1.5.6 The system must provide at least 256-bit encryption to the data when at rest and in transit.

4.1.6 Production – eDiscovery System

4.1.6.1 The system must provide production of the ESI in a variety of formats including as searchable PDF, native or images and text with a load file.

4.1.6.2 The system must have a wizard-driven production process.

4.1.6.3 The system must have self-service production capabilities to allow the user to prepare and export from start to finish/download.

4.1.6.4 The system must allow the user to view all productions for a single file in the review platform.

4.1.7 Professional Services and Training – eDiscovery

4.1.7.1 The vendor must provide live training (which may be virtual).

4.1.7.2 The vendor must provide reviewer training and client administrator/organization administrator training.

4.1.7.3 The vendor must record live training and provide recorded training to the client at no additional cost.

4.1.7.4 The system must provide access to a knowledge base or help center, technical documentation, and online support resources.

4.1.7.5 The vendor must provide support services for the initial setup.

4.1.7.6 The vendor must provide support services for the duration of the contract for ongoing maintenance.

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4.1.7.7 The vendor must offer client services support including project management and technical support services.

4.1.8 Support - eDiscovery

4.1.8.1 Support by telephone, online, in-app, and email 24 hours-a-day, 7 days-a-week, 365 days-a-year for troubleshooting technical issues

4.1.8.2 A response time of a minimum of 1 day to request for technical support.

4.1.8.3 Access to knowledgebase, technical documentation, and online support resources.

4.1.9 Billing - eDiscovery

4.1.9.1 Vendor will round up to the nearest next whole gigabyte (GB) for billing and auditing purposes. (Example 1.2GB will be billed at 2.0 GB)

4.1.9.2 Vendor will invoice monthly and bill at the maximum gigabyte (GB) capacity used by the state.

4.1.9.3 Vendor's proposed solution must provide billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by each agency.

4.1.10 Software as a Service Addendum

4.1.10.1 Vendor must sign the attached Software as a Service Addendum prior to award.

4.1.11 Optional Renewals

4.1.11.1 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing Division.

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the

REQUEST FOR QUOTATION
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Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Contract will be evaluated on all lines but only awarded for the first year with the option for renewal at the end of the first-year term. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

5.3 Pricing Page: Vendor should complete the attached Exhibit A - Pricing Page by providing the unit cost per Gigabyte (GB) per month. The unit price will be multiplied with the quantity to provide the extended cost. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line 1. The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5.3.1 The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5.3.2 Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before contract is issued.

5.3.3 Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

5.3.4 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6 PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already

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included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7 PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8 TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9 FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
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10 VENDOR DEFAULT: The following shall be considered a vendor default under this Contract.

10.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.2 Failure to comply with other specifications and requirements contained herein.

10.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.4 Failure to remedy deficient performance upon request.

10.5 The following remedies shall be available to Agency upon default:

10.5.1 Immediate cancellation of the Contract.

10.5.2 Immediate cancellation of one or more release orders issued under this Contract.

10.5.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): State of West Virginia

Vendor: Carahsoft Technology Corp.

Contract/Lease Number ("Contract"): CMA OOT2500000010 Cybersecurity e-Discovery SAAS

Commodity/Service: Everlaw

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: State of WV - Office of Technology

Vendor: Carahsoft Technology Corp.

By: 

By: Natalie LeMay

Printed Name: Joshua T. Neal

Printed Name: Natalie LeMay

Title: Information Systems Manager

Title: State and Local Contracts Manager

Date: 5/6/20

Date: 05/06/2025

Customer Terms of Service

These Customer Terms of Service (the “**Terms**”) and accompanying **Order Form** referencing these Terms (an “**Order Form**,” and together with these Terms, the “**Agreement**”), constitute a binding agreement Everlaw, Inc., a Delaware corporation (“**Everlaw**”) and the party named as Customer in the Order Form. This Agreement governs Customer’s access to and use of the Service. Please refer to Section 14 (Definitions) for definitions of certain capitalized terms used in these Terms.

1. THE SERVICE.

1. **Subscriptions.** Everlaw and Customer may enter into one or more Order Forms referencing these Terms, under which Customer may purchase a Subscription. During the Term of a Subscription, Everlaw will provide Customer and Authorized Users with non-exclusive access to the Service. Customer and Authorized Users may use the Service solely for Customer’s own internal business purposes.
2. **Technical Support Services.** During the Term of a Subscription, Everlaw will provide TSS to Customer in accordance with the TSS Guidelines.
3. **Professional Services.** Customer may engage Everlaw to provide certain Professional Services. Any Professional Services Everlaw performs are governed by Everlaw’s PSA.
4. **Updates.** Everlaw may update the Service from time to time. If Everlaw changes the Service in a manner that materially reduces functionality, Everlaw will notify Customer by sending an email to the Commercial Contact’s address. For certain significant new features, Everlaw may notify Authorized Users of the new features by posting a notice in the Service.
5. **Unpaid Subscription.** Everlaw may offer Customers an Unpaid Subscription. For Unpaid Subscriptions, Everlaw may, in its sole discretion: (A) terminate any Unpaid Subscription at any time, without liability to the applicable Customer and Authorized Users; (B) exclude and remove Customers and Authorized Users from the Service; (C) delete or suspend Case Materials; or (D) limit Customer’s maximum Storage Usage.
6. **Third Party Services.** Use of any third party services contained within the Service or in combination with the Service is governed by the Service Specific Terms ([here](#)).

7. **No Practice of Law.** Everlaw is not a law firm and does not provide legal advice or engage in the practice of law. Customer acknowledges that it is not relying on Everlaw for legal advice and has not engaged Everlaw or any Everlaw employee as legal counsel.

2. MANAGING AUTHORIZED USERS.

1. **Management and Permissions.** Customer, or the applicable Reseller, is responsible for managing the Authorized Users on its account on the Service. Customer, or the applicable Reseller, is solely in control of the individual permissions on Customer's or the applicable Reseller's accounts, Databases, and Projects. Authorized Users may not be able to access the Service from certain countries where Everlaw does not conduct business.
2. **Suspending an Authorized User.** Customer, or the applicable Reseller, must suspend an Authorized User's access to the Service if Customer, the applicable Reseller, or Everlaw reasonably determines that: (A) Authorized User's use of the Service disrupts or creates a security risk to the Service or Everlaw systems; or (B) Authorized User is using the Service in violation of any applicable law or regulation, Section 3 (Acceptable Use), the Terms of Use, or the applicable Agreement. If Everlaw detects any Authorized User's violation or suspected violation of Section 3 (Acceptable Use), the Terms of Use, or the applicable Agreement, Everlaw will use commercially reasonable efforts to notify Customer by sending an email to the Commercial Contact's address. Everlaw reserves the right to suspend or terminate an Authorized User's access to the Service for any of the reasons stated in (A) or (B) above.

3. ACCEPTABLE USE.

1. **Authorized Users.** Customer is responsible for all actions by Authorized Users on Customer's account.
2. **Prohibited Uses.** Customer, or the applicable Reseller, will ensure that it and Authorized Users will not: (A) resell or sublicense the Service (except that, if Customer is a lawyer or law firm, it may pass Everlaw's fees onto its clients); (B) modify, adapt, decompile, reverse engineer, or copy the Service; (C) violate the Agreement; or (D) put Everlaw in breach of any applicable law.
3. **Controlled Data.** Except as stated in Section 3.4 below, Customer will not store or manage the following on the Service: (A) classified government data or information; (B) data controlled by U.S. or other applicable export control regulations, including the International Traffic in Arms Regulations (ITAR), the

Export Administration Regulations (EAR), and the regulations governing nuclear data administered by the National Nuclear Security Administration (NNSA); (C) criminal justice information; or (D) data that falls within the definition of “Protected Health Information” under HIPAA.

4. **Exceptions.** Customer may store ITAR, EAR or criminal justice data if there is a mutually signed Order Form that specifically states Customer will store export-controlled such data exclusively on the FedRAMP-authorized version of the Service. Customer may store Protected Health Information on the Service if the parties have executed a HIPAA Business Associate Agreement. As between Everlaw and Customer, Customer is responsible for configuring the relevant version of the Service (in some cases, the FedRAMP-authorized version) to comply with the ITAR, EAR, HIPAA, and other applicable regulations.
5. **Obligations.** Customer, or the applicable Reseller, will ensure that it and Authorized Users: (A) prevent unauthorized use of, or access to the Service; (B) take reasonable care when (i) inviting individuals to use or access the Service and (ii) granting permissions; (C) report all actual or suspected security incidents or vulnerabilities, or violations of this Section 3 to security@everlaw.com; and (D) obtain and maintain all necessary consents before accessing, uploading, processing, and storing Case Materials and other content in the Service.

4. FEES AND BILLING.

1. **Fees.** Customer will pay the fees and will be billed in accordance with the terms in the applicable Order Form and as further described in the Documentation. Customer must pay for the entire purchased Subscription whether or not the Service is used. Payment for invoices is due within 30 days of the date of any invoice.
2. **Taxes.** Customer is solely responsible for payment of any taxes, duties, or the like that apply to the provision or resulting from the use of the Service (except for Everlaw’s employment taxes and taxes based on Everlaw’s net income). If any such taxes are required to be withheld, Customer will pay an amount to Everlaw such that the net amount payable to Everlaw after withholding of taxes will equal the amount that would have been otherwise payable under this Agreement.

3. **Invoice Disputes.** Any invoice disputes must be submitted to billing@everlaw.com before the respective invoice's due date. If an invoice has not been disputed before its due date, then it will be deemed to have been accepted.
4. **Late Charges.** Late payments are subject to interest charges equal to the lesser of 1.5% per month or the maximum amount allowed by law.
5. **Fee Adjustments.** Everlaw may increase or add new fees and charges for any existing Service Customer uses by giving Customer 30 days' written notice before any renewal Term.

5. INTELLECTUAL PROPERTY RIGHTS & RESTRICTIONS.

1. **Case Materials.** Everlaw agrees that it obtains no Intellectual Property Rights in the Case Materials except for the limited license stated in this Agreement. Customer grants Everlaw a worldwide, limited, non-exclusive, royalty-free license to use the Case Materials to provide the Service to Customer and Authorized Users and to support, manage, and improve the Service, subject to (A) the obligations in Section 7 (Confidentiality) and (B) the limits regarding use of Input and Output in Section 8.5 (Everlaw AI Assistant).
2. **Everlaw Intellectual Property.** Everlaw will retain all Intellectual Property Rights in the Service, including all derivatives, changes, and improvements, and Customer agrees that it obtains no Intellectual Property Rights or licenses by this Agreement except those expressly granted.
3. **Feedback.** Customer and Authorized Users may provide Feedback to Everlaw. Everlaw and its Affiliates may use that Feedback without restriction and without obligation to Customer or Authorized Users.
4. **Marketing Rights.** Everlaw may include Customer's name and logo in a list of Everlaw customers, online or in promotional materials. Provided Everlaw receives Customer's approval, Everlaw may (A) work together on an announcement of Customer being an Everlaw customer on a mutually agreed upon date within 6 months of the Signature Date (stated in the applicable Order Form); and (B) engage Customer in other joint marketing such as customer testimonials, social media promotions, public speaking events, and press/analyst interviews. In the event Everlaw permits Customer to use Everlaw's trademarks, Customer agrees to comply with the Trademark Policy.

6. DATA PROTECTION.

1. **Security.** In addition to Customer and Reseller obligations under Section 3 (Acceptable Use), Everlaw will implement reasonable and appropriate measures designed to help secure the Case Materials and Proprietary Information against accidental or unlawful loss, access, use, or disclosure.
2. **DPA.** To the extent Customer's Case Materials are subject to any Applicable Privacy Law (as defined in the DPA) and are processed by Everlaw on Customer's behalf in connection with the Service, Everlaw and Customer, or the applicable Reseller, agree to the terms of the DPA. This Agreement constitutes Customer's instructions to process Personal Data (as defined in the DPA) protected by Applicable Privacy Law. To the extent Case Materials include Personal Data, Everlaw agrees to process, access, use, disclose, store, and transfer such Personal Data in compliance with the DPA.
3. **Privacy Notice.** Personal Information (defined in the Privacy Notice) provided to us by Customer, Reseller, or Authorized Users, including Account Information and Service-Generated Data, will be used and protected as described in the Privacy Notice. Personal data contained in Case Materials will be subject to Section 6.2 (DPA).

7. CONFIDENTIALITY.

1. **Nondisclosure.** The Recipient will only use the Disclosing Party's Proprietary Information to exercise its rights and fulfill its obligations under this Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Proprietary Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Proprietary Information: (A) to its employees, consultants, contractors, service providers or advisors who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as this Agreement; (B) with the Disclosing Party's written consent; or (C) regardless of any other provision in this Agreement, as necessary to comply with applicable laws and regulations or a court or other legal order, provided the Recipient promptly notifies the Disclosing Party before such disclosure unless legally prohibited to do so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose and narrow the scope of disclosure of its Proprietary Information at Disclosing Party's cost.

2. **Exceptions.** Information is not Proprietary Information if a party can prove the information: (A) is known before receipt from the Disclosing Party, without any obligation of confidentiality; (B) becomes known to the Recipient directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (C) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; (D) Recipient has independently developed the information without use of the Disclosing Party's Proprietary Information; or (E) is disclosed with the prior written approval of the Disclosing Party.

8. REPRESENTATIONS AND WARRANTIES.

1. **Mutual Representations and Warranties.** Each party represents and warrants that it has the necessary corporate authority to enter into this Agreement, and this Agreement is a valid and binding obligation enforceable against it.
2. **Customer Representations and Warranties.** Customer represents and warrants that: (A) it and Authorized Users have all necessary rights and authority to upload or make available Case Materials to the Service without violating any export control laws or any third party's proprietary or privacy rights, including Intellectual Property Rights; (B) the Case Materials do not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (C) it will comply with all applicable laws, rules, and regulations, and in accordance with this Agreement.
3. **Everlaw Representations and Warranties.** Everlaw represents and warrants that it will comply with all laws and regulations applicable to its provision of the Service.
4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EVERLAW PROVIDES THE SERVICE TO CUSTOMER ON AN "AS-IS" BASIS, "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING, OR COURSE OF PERFORMANCE. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT OUTPUT IS GENERATED BY GENERATIVE ARTIFICIAL INTELLIGENCE FUNCTIONALITY, AND EVERLAW MAKES NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR

RELIABILITY OF THE OUTPUT. EVERLAW DOES NOT WARRANT THAT THE SERVICE WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS BY USE OF THE SERVICE.

5. **Everlaw AI Assistant.** Customer is responsible for Customer's use of Everlaw AI Assistant, and will not use Everlaw AI Assistant or any Output in a manner that violates applicable laws or this Agreement. Customer acknowledges that Output is probabilistic and may not be accurate, reliable, or otherwise appropriate for Customer's use. Customer should independently evaluate Output for accuracy and appropriateness for Customer's use case(s), including through human review, and modify Output as necessary before relying on, publishing, or otherwise using Output. Where appropriate, Customer should provide a disclaimer that Output has been created using generative AI, and Customer and its Authorized Users will not misrepresent that Output has been created without the use or assistance of generative artificial intelligence functionalities. Everlaw will not use Input or Output to train or finetune a generative AI model for general use through the Service.

9. INDEMNIFICATION.

1. **Everlaw Indemnities.** Subject to the terms of this Agreement, Everlaw will defend and indemnify Customer and its officers, directors, employees, successors, and permitted assigns, against any Claims, and all damages, costs, liabilities, and expenses (including reasonable attorneys' fees), in each case, that are actually paid or payable to third parties under such Claims, to the extent such Claims allege that the Service infringes any third-party Intellectual Property Right. Everlaw will have no indemnity obligation or other liability under this Section 9 if such Claim arises from: (A) Customer's negligence, breach of the Agreement, or alteration of the Service provided by Everlaw; (B) combination of the Service with any materials, products, or services not provided by Everlaw (including, without limitation, any Case Materials); (C) third-party components, products or services; or (D) Customer's use of Everlaw AI Assistant and (i) the Claim alleges the Output infringes a third party's trademark or related rights, or (ii) the Claim alleges the Output infringes on a third party's Intellectual Property Rights.
2. **Customer Indemnities.** Customer will defend and indemnify Everlaw and its officers, directors, employees, successors, and permitted assigns, against

any Claims, and all damages, costs, liabilities, and expenses (including reasonable attorneys' fees), in each case, that are actually paid or payable to third parties under such Claims, to the extent such Claims arise from: (A) the use or display of any Documents uploaded to, or content created in, the Service, including the Case Materials; (B) any litigation matter in which Customer or Authorized Users are engaged; or (C) Customer's breach of its obligations of its warranties under this Agreement.

3. **Indemnification Procedure.** Each party's obligations under Sections 9.1 (Everlaw Indemnities) and 9.2 (Customer Indemnities) are expressly conditional on the party seeking indemnification providing the indemnifying party with: (A) prompt written notice of each Claim; (B) sole control over the defense and settlement of the indemnified portion of each Claim; and (C) information as may be reasonably requested by the indemnifying party in connection with each Claim. Further, Everlaw will have the right to approve the counsel selected by Customer for defense of any Claim, which approval will not be unreasonably withheld. Customer will not settle any Claim in a manner that does not unconditionally release Everlaw without Everlaw's written consent, not to be unreasonably withheld or delayed.
4. **Remedies.** If Everlaw reasonably believes the Service might infringe a third party's Intellectual Property Rights, then Everlaw may, at its sole option and expense: (A) procure the right for Customer to continue using the Service; (B) modify the Service to make it non-infringing without materially reducing its functionality; or (C) replace the Service with a non-infringing, functionally equivalent alternative. If Everlaw does not believe the remedies in this Section 9.4 are commercially reasonable, then Everlaw may suspend or terminate Customer's use of the Service.
5. **Sole Rights and Obligations.** Without affecting either party's termination rights, this Section 9 states the parties' sole rights and obligations under this Agreement for Intellectual Property Rights-related Claims.

10. LIMITATION OF LIABILITY.

1. **Insurance.** Customer agrees that: (A) Everlaw is not an insurance company; (B) Everlaw's fees for the Service would be substantially higher if Everlaw were to agree to undertake additional obligations and liabilities beyond what Everlaw has expressly undertaken in this Agreement; and (C) Customer should look solely to its insurance or self-insurance programs to the extent

that any losses, costs, judgments, or expenses are not covered by Everlaw's express obligations and liabilities contained in this Agreement.

2. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY.
3. **MAXIMUM AGGREGATE LIABILITY.** EACH PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICE, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO EVERLAW DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY UNPAID SUBSCRIPTION WILL NOT EXCEED \$100.
4. **ACKNOWLEDGEMENT.** THE LIABILITIES LIMITED BY THIS SECTION 10 WILL APPLY TO ALL LIABILITY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE; (B) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (C) EVEN IF THE ESSENTIAL PURPOSE OF A PARTY'S REMEDIES FAIL. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 10, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE BY SUCH LAW.

11. GOVERNING LAW; DISPUTE RESOLUTION

1. **Governing Law.** The Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. If Customer is a state, local, or educational governmental entity, then the Agreement is governed by the laws of Customer's state, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act do not apply to the Agreement.
2. **Informal Resolution.** Any Dispute Customer has with Everlaw must be submitted to support@everlaw.com in order to attempt resolution through discussion. Everlaw will negotiate with Customer in good faith in an effort to resolve such Dispute without the necessity of any formal proceeding.

3. **Arbitration.** In the unlikely event that the Dispute cannot be resolved in accordance with Section 11.2 (Informal Resolution) and within 30 business days of Everlaw's first communication with Customer after Customer's written submission to Everlaw under Section 11.2 (Informal Resolution), then the parties must submit the Dispute to binding arbitration as stated in this Section 11.3. Except as stated in Section 11.4 (Exception to Arbitration), the parties agree that the Dispute will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will be held in Oakland, California, or any other location both parties agree to in writing. The prevailing party will be entitled to costs and attorneys' fees. Except as may be required by law or as necessary to enforce the respective award in a court of law, neither party, nor the mediator or arbitrator, may disclose the existence, content, or results of any mediation or arbitration without the prior written consent of both parties.
4. **Exception to Arbitration.** Without first engaging in the informal dispute process described in Section 11.2 (Informal Resolution) or by submitting to arbitration under Section 11.3 (Arbitration), either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service or its infringement of a third-party's Intellectual Property Rights, in the federal or state courts of Alameda County, California, and each party irrevocably submits to the venue and jurisdiction of such applicable courts.
5. **Class Actions.** Customer may only resolve Disputes with Everlaw on an individual basis and will not bring a claim in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are prohibited.

12. TERM; TERMINATION.

1. **Term.** These Terms apply if an effective Order Form exists between Customer and Everlaw, or until otherwise terminated.
2. **Automatic Renewal.** Unless a party provides written notice of non-renewal at least 30 days before the end of the then current Term on an applicable Order Form, Order Forms automatically renew for: (A) 12-month periods in the case of annual or multi-year subscriptions; or (B) successive terms of 1 month.

3. **Temporary Suspension.** Everlaw may temporarily suspend Customer's, Reseller's, or Authorized User's access to the Service if Everlaw reasonably determines that: (A) Customer's use of the Service disrupts or creates a security risk to the Service or Everlaw systems; (B) Customer is using the Service in violation of any applicable law or regulation or this Agreement; or (C) Customer fails to pay fees owed to Everlaw in accordance with this Agreement.
4. **Termination for Cause.** Either party may terminate the Agreement if the other party: (A) is in material breach of the Agreement and then fails to cure that breach within 30 days after receipt of written notice; or (B) ceases its business operations or becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.
5. **Effect of Termination.** If the Agreement terminates or expires, then all Order Forms terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date: (A) all rights and access to the Service will terminate (including access to Case Materials); and (B) Everlaw will send Customer a final invoice (if applicable) for payment obligations under that Order Form.
6. **Survival.** Sections 4 (Fees and Billing), 5 (Intellectual Property Rights & Restrictions), 6 (Data Protection), 7 (Confidentiality), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11 (Governing Law; Dispute Resolution), 12.6 (Survival), and 13 (Miscellaneous) will survive the end of the Agreement.

13. MISCELLANEOUS.

1. **Beta Services.** Everlaw sometimes releases products and features that require testing and evaluation ("Beta Services"). Everlaw designates Beta Services as "alpha," "beta," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as Everlaw's other services. Everlaw makes Beta Services available to collect Feedback, and by using the Beta Services, Customer agrees that Everlaw may contact Customer to collect such Feedback. Beta Services may be subject to additional terms and may be presented at the time Customer is given access to the Beta Services. BETA SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Everlaw may change, suspend, or discontinue Beta Services at any time

without prior notice to Customer. Everlaw's indemnity obligations under Section 9.1 do not apply to Beta Services. EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO BETA SERVICES WILL NOT EXCEED \$100.

2. **Free Trial.** Everlaw may make one or more feature of the Service available to Customer on a trial basis free of charge ("Free Trial Service") until the earlier of (A) the end of the free trial period for which Customer agreed to use such Free Trial Service, (B) the start date of any Subscription purchased by Customer for such Free Trial Service, or (C) termination of the Free Trial Service by Everlaw in its sole discretion. Free Trial Services may be subject to additional terms and may be presented at the time Customer is given access to the Free Trial Service. FREE TRIAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Everlaw may change, suspend, or discontinue Free Trial Services at any time without prior notice to Customer. Everlaw's indemnity obligations under Section 9.1 do not apply to Free Trial Services. EVERLAW'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO FREE TRIAL SERVICES WILL NOT EXCEED \$100.
3. **Modifications.** Everlaw may update these Terms and will notify Customer of any changes by posting new Terms at <https://www.everlaw.com/customer-terms-of-service/> and updating the "Last Updated" date. Everlaw will notify Customer of material changes by sending an email to Commercial Contact's address and such changes will be effective 30 calendar days following notification, except to the extent the changes are required by applicable laws, rules, or regulations, in which case they will be effective immediately. Continued use of the Service following such changes will indicate Customer's acknowledgement of such changes and agreement to be bound by the updated version of these Terms.
4. **Assignment.** Neither party may assign the Agreement, except to an Affiliate, without the written consent of the other, except that Everlaw may assign this Agreement in connection with a merger, sale of substantially all of its stock or assets, or other change in Control. Any other attempt to assign is void.
5. **Notices.** All notices and other communications will be in writing and given when sent by email.

6. **No Agency.** The Agreement does not create any agency, partnership, or joint venture between the parties.
7. **Severability.** If any provision in the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
8. **Force Majeure.** Except for payment obligations under the Agreement, neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
9. **Entire Agreement.** The Agreement states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The Agreement includes URL links to other terms, which are incorporated by reference into the Agreement.

14. DEFINITIONS.

1. **Account Information** means information about a Customer that it provides to Everlaw in connection with the creation, administration, or updating of its account. For example, Account Information includes names, usernames, phone numbers, email addresses, and billing information associated with Customer's account.
2. **Administrator Access** means the level of access that allows an individual to administer the Service by having the ability to select organization settings and permissions on the Service.
3. **Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
4. **Annual Fee** means an annual fee based on a Minimum Commitment.
5. **Authorized User(s)** means anyone whom the (A) Customer or Reseller, or (B) a person with Administrator Access on a Customer's account, has invited to join Customer's account on the Service. Authorized Users act on behalf of Customer and may be employees, contractors, or agents of Customer or Reseller, including attorneys representing Customer.

6. **Case Materials** means the Documents uploaded or submitted to the Service and any content created in the Service by Customer or Authorized Users, or applicable Reseller. Case Materials include Input and Output but do not include: (A) Account Information; (B) Service-Generated Data, or (C) Project and Database names and labels, though Project and Database names and labels are considered Proprietary Information subject to Section 7 (Confidentiality).
7. **Claim** means, collectively, any third-party claims, demands, and actions.
8. **Commercial Contact** means the individual designated in the applicable Order Form who is authorized to purchase the Service on behalf of Customer.
9. **Control** means control of greater than 50% of the voting rights or equity interests of a party.
10. **Database** means the repository where a discrete collection of Customer's Case Materials are uploaded and stored within the Service.
11. **DPA** means Everlaw's Data Processing Addendum, available at <https://www.everlaw.com/customer-data-processing-addendum/>.
12. **Disclosing Party** means the party that discloses Proprietary Information to the other party.
13. **Dispute** means any controversy, claim, or dispute arising out of or relating to this Agreement, or the alleged breach of the Agreement.
14. **Document** means the reviewable object in its uncompressed, unpacked format. It may include any combination of text, images, and/or native files.
15. **Documentation** means the Everlaw documentation (as may be updated from time to time) in the form generally made available by Everlaw to its customers for use with the Service at <https://support.everlaw.com/hc/en-us> (which URL link may be updated from time to time).
16. **Everlaw AI Assistant** means any machine learning capability or functionality made available by Everlaw, including without limitation any capability or functionality labeled or otherwise identified by Everlaw as AI-powered.
17. **Feedback** means ideas, suggestions, feedback, recommendations, or improvements pertaining to the Service provided by Customer and Authorized Users.

18. **HIPAA** means the U.S. Health Insurance Portability and Accountability Act of 1996.
19. **Input** means any text, information, or other content Customer provides or makes available to Everlaw AI Assistant for processing.
20. **Intellectual Property Rights** means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other similar rights (registered or unregistered).
21. **Minimum Commitment** means a Subscription that comes with either: (A) a fixed minimum Storage Capacity reserved for Customer's use; or (B) an amount of Storage Usage that, when calculated, is an amount equal to the minimum recurring fee Everlaw charges the Customer.
22. **Monthly Unit Price** means a price per gigabyte of Storage Usage per month.
23. **Native Data** means the Documents within the Case Materials the Customer or an Authorized User uploads via the native uploader functionality or created and processed by the Service.
24. **Order Form** means the document incorporated into these Terms and stating Customer's Subscription.
25. **Output** means any text, information, or other content that Everlaw AI Assistant generates based on Input and returns to Customer and Authorized Users.
26. **Privacy Notice** means Everlaw's Privacy Notice, available at <https://www.everlaw.com/legal/privacy-notice/>.
27. **Processed Data** means the Documents within the Case Materials Customer or an Authorized User uploads via the processed uploader functionality or created by the Service.
28. **Projects** mean the repositories created within a Database where Customer and Authorized Users, or applicable Reseller, utilize the Service.
29. **Proprietary Information** means all information that is designated as confidential and/or proprietary or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including: (A) with respect to Customer, the Case Materials, and

Project and Database names and labels; and (B) with respect to Everlaw, the pricing offered to Customer by Everlaw.

- 30. **Recipient** means the party that receives Proprietary Information from the other party.
- 31. **Reseller** means an authorized Everlaw reseller.
- 32. **Service** means the applicable Everlaw hosted eDiscovery and document management platform procured in the Order Form, as described in the Documentation.
- 33. **Service-Generated Data** means all data generated or derived from a Customer's and Authorized Users' interaction with the Service, including data such as crash history, time the Service takes to load, configuration data; and diagnostic, capacity, and usage information to determine storage requirements.
- 34. **Service Specific Terms** means the then-current terms specific to one or more Everlaw or third party services contained within the Service available at <https://www.everlaw.com/legal/service-specific-terms/>.
- 35. **Storage Capacity** means the minimum commitment storage amount that Customer purchases stated in the applicable Order Form.
- 36. **Storage Usage** means the actual number of bytes of data Customer uses on the Service, calculated on a monthly basis by the method stated in the applicable Order Form.
- 37. **Subscription** means access to and usage of the Service subject to these Terms and referenced on the applicable Order Form.
- 38. **Terms of Use** refers to the then-current Everlaw Terms of Use available at <https://everlaw.com/legal/global-terms-of-use>.
- 39. **Trademark Policy** refers to the then-current Everlaw Trademark Policy available at <https://everlaw.com/legal/trademark-policy>.
- 40. **TSS** means the then-current Everlaw technical support services associated with the Service under the TSS Guidelines.
- 41. **TSS Guidelines** means the then-current Everlaw technical support services guidelines for the Service. TSS Guidelines are available at <https://everlaw.com/legal/everlaw-tss-guidelines>.

42. **Unpaid Subscription** means access to and use of the Service, or components of the Service, without payment.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1619676

Doc Description: Addendum No 1 Cybersecurity e-Discovery SAAS (OT25112)

Reason for Modification:
Addendum No 1 is issued to
modify the bid opening date

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2025-02-24	2025-03-05 13:30	CRFQ 0231 OOT2500000017	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) 1) To modify the bid opening date from 2/26/25 to 3/5/25.

--no other changes--

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US		
	WV			WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services: e-Discovery System				

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description:

Please see the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2025-02-18

SOLICITATION NUMBER: CRFQ OOT2500000017

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 2/26/25 to 3/5/25.

—no other changes—

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Carahsoft Technology Corporation

Company



Authorized Signature

03/05/25

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1619676

Doc Description: Addendum No 2 Cybersecurity e-Discovery SAAS (OT25112)

Reason for Modification:

Addendum no 2 is issued to
publish questions and answers
and to modify the bid opening
date.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-03	2025-03-07 13:30	CRFQ 0231 OOT2500000017	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

- 1) To Publish Vendor questions with the Agency's responses.
- 2) To modify the bid opening date from 3/5/25 to 3/7/25.

--no other changes--

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services: e-Discovery System				

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description:

Please see the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2025-02-18

SOLICITATION NUMBER: CRFQ OOT2500000017
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
 - 2) To modify the bid opening date from 3/05/25 to 3/07/25.
- no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

1. Would the Agency like to see a demonstration of platforms as part of the bid process?

That isn't a requirement with this solicitation. There is no demonstration stage. Submit all relevant information with your bid in order to fully evaluate your response.

2. We assume the Agency requires a FedRAMP moderate and StateRAMP authorized solution? Yes or No?

It would be nice to have, but it is not a mandatory requirement.

3. What is the estimated volume of data to be processed for eDiscovery (in GB/TB)?

Estimated 10TB

4. Do you need assistance with migrating data into the eDiscovery system? If so, what is the estimated data amount (in GB/TB)?

Yes we will need assistance. Estimated 10TB

5. Can you provide details on the scope for project management and technical support services? This offeror provides extensive training on the platform and assistance to users with learning how to manage cases, we assume this is what is required? 4.1.81

Yes, your assumption is correct.

6. Regarding Requirement 4.1.7.7, what does the Agency require for project management? We assume phone or training/Zoom support assisting users learning to set up their cases and projects is what the agency is asking for?

Project management encompasses planning, executing, and delivering data within case workspaces for litigation discovery. Zoom-style training will be acceptable.

7. Full 24 hour support coverage is an expensive option and rarely used, even by national law enforcement and Federal agencies. The Vendor has provided this in the past and found that, due to the self-service nature of the requirements, support request volume is generally between the following hours: Monday – Friday from 8am – 1am ET (via phone, support tickets, in-platform), and Saturday & Sunday from 9am – 1am ET (via support tickets and in-platform).

Could the Agency confirm that this is acceptable?

Those hours are acceptable.

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

8. Is there a current vendor supplying these services and technology?

Yes

9. Is this RFQ to supplement an existing technology platform or replace it?

This is to replace the existing platform as the contract has expired.

10. If yes, what year are they into the current agreement?

The current agreement has expired.

11. If there is a current vendor, when did they perform the initial data migration?

There was no initial data migration. Services were performed internally prior to this contract.

12. What is the current total data footprint expected in year 1?

Currently estimated 10TB but data footprint varies based on requests received for services.

13. Does your vendor either previously, currently or going forward have to have offices in the state of West Virginia? Does vendor have to have employees in the state of West Virginia?

Does not have to have offices in the state of West Virginia but must have offices in the United States.

14. 4.1.9-Can you please add clarity to the internal requirements for section 4.1.1.9, specifically a configurable Platform definition?

Allow administrator to setup platforms and matters

15. 4.1.1.10-Is there currently two petabytes of data in your current platform? Is this the amount that would need to be hosted or is this a projection?

It is estimated that we currently host 10TB of data. We don't project we will ever need two petabytes but that would be the maximum amount of data to be hosted.

16. With regard to 4.12, would the WV Office of Technology like the cost for Review, ECA and Cold Storage separately or is the WV Office of Technology solely requesting the cost per GB for Review?

This solicitation is a RFQ (Request for Quotation) This will be a single award to the lowest vendor meeting all of the mandatory specifications. Please follow the directions on how to properly fill out Exhibit A Pricing page contained with the bid documents.

CRFQ OOT2500000017

**Cybersecurity e-Discovery Software as a Service
Vendor Questions**

17. Is any of the data being migrated from another eDiscovery system? If so, what system?

Yes it is in another e-Discovery system. It is currently in Casepoint.

18. On WV Oasis, it lists the contract contents for the incumbent (Casepoint LLC) – however, it only lists the contract amount versus the unit amount. Would it be possible to share the unit amount?

Requesting copies of previously awarded contracts, documents, or other information related to previous contracts through the question and answer process included in this solicitation is not appropriate. That information needs can be obtained by interested parties through a Freedom Of Information Act Request

19. We intend to offer 4.1.1, 4.1.7, 4.1.7.4 and 4.1.7.5 to the WV Office of Technology for \$0, on a complimentary basis (as we customarily do not charge for these items as standard business practice and provide them inclusively) – if we enter "0" in those sections, it reverts to a "-" in the Unit Cost and Extended Cost sections of the pricing page. If a "-" is left, will it be found non-responsive? Should we add an explanation inside of our response that we are absolutely going to be providing all of these categories to the WV Office of Technology, just on a complimentary basis?

If you enter a \$0 (zero cost) item, it would be very helpful to include a notation that it is a no cost item and not a no bid item. You may also need to print off Exhibit A pricing page and manually enter the \$0 no-cost item and submit the paper version with your bid. The excel sheet may not acknowledge a zero cost.

20. For 4.1.7.7 and 4.18, is the WV Office of Technology estimating that it will need 100 hours of both Project Management and Technical Support per year?

Yes, that is correct. These are estimated hours only, and the actual usage may either be higher or lower.

21. How many internal users would the State of West Virginia need?

The number of users would vary based on agency requests for services.

22. Does the software platform need to have the ability to collect documents responsive to a public records request?

If you're referring to FOIA's yes

23. If so, what data sources would the State of West Virginia like to collect from?

Google, Microsoft is the top 2

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

24. Does the software platform need the ability to review documents responsive to a public records request?

If you're referring to FOIA's yes

25. Does the State of West Virginia plan on implementing software to help with the other areas of the Electronic Discovery Reference Model (EDRM) in the future?

possibly in the future, but that is not part of this solicitation.

26. Approximately how many Legal Holds and/or E-Discovery matters are active at any time? How many custodians are on these holds?

Current data is approximately 10TB. This is approximately 15 matters.

27. Is audio or video redaction in scope?

Currently, not in scope.

28. What target date do you want the solution to be live?

Target start date is ASAP after solicitation closes and an award is made.

29. Has the budget already been allocated?

Budget information will not be provided. We encourage vendors to provide fair market pricing. The contract will be awarded to the lowest bidder meeting all mandatory specification.

30. What is the biggest challenge with your current process?

Not being able to upload straight from Google as well as download direct to Google drive

31. Do you plan on releasing a public ranking of submissions or top contenders prior to the demonstration stage?

Yes, the vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE. *Furthermore, there is no demonstration stage. Submit all relevant information with your bid in order to fully evaluate your response.

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

32. What legal technology is being used today to include legal hold, ECA, ESI collection, forensic collection from physical devices/remote endpoints?

FTK, AXIOM, Google Vault and Microsoft Purview

33. Does your current E-Discovery solution have the ability to preserve data in-place from your sources or does IT/3rd party preserve this data manually?

The current solution preserves the data.

34. Is tracking employee status changes, department moves, movement out of the company a challenge?

No

35. Does the State of West Virginia have an Early Case Assessment (ECA) and Collection Tool?

Yes, the built in features of Microsoft and Google

36. If no, Which data sources will you want our solution to search and collect from:
Could include Email (What version), SharePoint, One Drive, Network Shares, Laptops, Desktops, Archive (if so which ones)?

See Question No 35

37. Could you please describe the roles and responsibilities of the parties involved in the request process (e.g., Requestor, Administrator, Users/Groups, Custodians, Assistants)?

The requestor is a State employee or legal representative of a State employee. The administrators are Office of Technology employees. The requestor is also the custodian and reviewer of the data.

38. Is the Administrator the site Administrator (i.e., responsible for workflow configurations)?

Yes

39. Do the Users/Groups fulfill the role of a Request Administrator (i.e., responsible for setting due dates, and assigning workflow tasks)?

Yes

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

40. Who performs the collections of data?

Currently it is Office of Technology staff

41. Who reviews the data?

Users/Groups, Custodians, Assistants and outside counsel

42. What data sources contain data that might need to be gathered to answer a Public Records Request or e-Discovery matter (email? Network file shares? Proprietary databases?)

email Google suite, Microsoft drive, Network file shares

43. What is the State currently doing for Redaction?

It's provided within the current provider's e-Discovery tool.

44. Does the State need to produce reports like the Federal Vaughan report where the specific redactions are enumerated?

Unknown

45. Would the State want to merge in-progress or completed matters from their current system to the new system? If so, in what system are the matters held currently?

Yes, all current progress matters will need to be merged. The current provider is Caspoint.

46. The RFQ does not provide instructions for addressing the mandatory requirements with a written technical response. We recommend the West Virginia Office of Technology (WVOT) include a requirement to provide a technical response to address them to ensure proposed solutions are technically acceptable.

There is no demonstration stage. Submit all relevant information with your bid in order to fully evaluate your response.

47. Will WVOT consider evaluating a technical response demonstrating compliance with these requirements?

See Question No 46

CRFQ OOT2500000017
Cybersecurity e-Discovery Software as a Service
Vendor Questions

48. Is the unlimited concurrent user license intended for a single user or for enterprise-wide use?

Enterprise wide use

49. If it is limited to a single user or per user basis, how should the vendor include enterprise licenses?

See Question No 48

50. RFQ does not currently address security requirements. Given the risk of cyber breaches, we recommend incorporating StateRAMP requirements to ensure a secure and compliant solution. Will WVOT consider evaluating the RFQ based on these requirements?

Submit all relevant information pertaining to the mandatory specifications. The Contract will be awarded to a single, lowest bidder meeting all of the requirements.

51. Will WVOT add a line item to the pricing page to address the cost of migration for transitioning to a new technology solution?

The successful bidder will not be responsible for migration.

52. Currently, the eDiscovery SaaS usage charge is priced on a monthly per GB basis. Some vendors provide a discount for subscription-based pricing (i.e. 5TBs, 10 TBs, etc.). Would WVOT be open to considering a subscription pricing model?

WVOT is not considering a subscription pricing model at this time. Please fill out Exhibit A pricing as submitted.

ADDENDUM ACKNOWLEDGEMENT FORM
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(Check the box next to each addendum received)

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|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
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Carahsoft Technology Corporation

Company



Authorized Signature

03/05/25

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

APPENDIX A:

SOFTWARE AS A SERVICE ADDENDUM

Begins on next page.

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction) of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

Version 11-1-19

AGREED:

State of WV Office of Technology
Name of Agency: _____

Signature:  Joshua Tinnel

Title: Information Systems Manager

Date: 5/13/25

Name of Vendor: Everlaw, Inc

Signature:  Joe Glass
F05C300100404E8...

Title: CRO

Date: 2/19/2025

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Carahsoft Technology Corporation

Name of Agency: State of WV Department of Administration Purchasing Division

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?

Yes ☐
No ☒

2. If yes to #1, does the restricted information include personal data?

Yes ☐
No ☐

3. If yes to #1, does the restricted information include non-public data?

Yes ☐
No ☐

4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?

Yes ☐
No ☐

5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: John Dutton

Email address: john.dutton@everlaw.com

Phone Number: 703.225.8142