The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at **wvOASIS.gov**. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at **WVPurchasing.gov** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Jump to: FORMS Go | Home | Personalize | Accessibility | App Help | About

Welcome, Lu Anne Cottrill | Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) | **Dept:** 1600 | **ID:** ESR09211700000001185 | **Ver.:** 1 | **Function:** New | **Phase:** Final | Modified by batch , 09/21/2017

Header 5

List View

| General Information | Contact | Default Values | Discount | Document Information |

Procurement Folder: 355301

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000013943

Legal Name: D3 Security Management Systems Inc.

Alias/DBA:

Total Bid: $57,400.00

Response Date: 09/21/2017

Response Time: 12:13

SO Doc Code: CRFQ

SO Dept: 1600

SO Doc ID: SOS1800000004

Published Date: 9/15/17

Close Date: 9/21/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Case Management software and

Total of Header Attachments: 5

Total of All Attachments: 5

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

State of West Virginia
Solicitation Response

Proc Folder : 355301

Solicitation Description : Addendum No. 1 - Case Management software and Annual Support

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response		Version
	2017-09-21 13:30:00	SR 1600 ESR09211700000001185		1

VENDOR

VS0000013943

D3 Security Management Systems Inc.

Solicitation Number: CRFQ 1600 SOS1800000004

Total Bid : $57,400.00   **Response Date:** 2017-09-21   **Response Time:** 12:13:11

Comments:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle

(304) 558-2544
tara.l.lyle@wv.gov

Signature on File   **FEIN #**   **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Case Management Software	1.00000	EA	$57,400.000000	$57,400.00

Comm Code	Manufacturer	Specification	Model #
43232616			

Extended Description : Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 355301				
Doc Description: Case Management software and Annual Support				
Proc Type: Central Contract - Fixed Amt				
Date Issued	**Solicitation Closes**	**Solicitation No**		**Version**
2017-09-06	2017-09-21 13:30:00	CRFQ 1600 SOS1800000004		1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Anna Konareva, Director of Vertical Solutions
1-778-771-2095
D3 Security Management Systems Inc.
1000-1090 West Georgia Street
Vancouver, BC V6E 3V7
Canada

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Signature X _[signature]_   **FEIN #**   **DATE** 2017-09-20

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

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, the West Virginia Secretary of State's Office, to establish a contract for the one-time purchase for a case management system including license, software, set-up and configuration, historical data migration and system training, including First Year Maintenance and Support/Warranty with options of Year 2, 3 and 4 Maintenance and Support/Warranty, per the attached documentation.

INVOICE TO		SHIP TO	
CFO		SUPPLY CLERK	
SECRETARY OF STATE		SECRETARY OF STATE	
BLDG 1 STE 157K		BLDG 1 STE 157K	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV 25305-0770	CHARLESTON	WV 25305-0770
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Case Management Software	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232616			

Extended Description :

Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty

Line	Event	Event Date
1	Technical question deadline by 4:00 pm	2017-09-12

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 12, 2017 by 4:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _N/A_____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 21, 2017 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. 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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☑ **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.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 of 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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

_____

_____

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

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

_____

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

_____

☐ **Cyber Liability Insurance** in an amount of: _____

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

☐

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____ .
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.

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☑ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to 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.

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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 http://www.state.wv.us/admin/purchase/privacy/default.html.

32. 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.

33. 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. 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

43. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

d. 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.

44. 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.
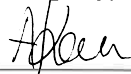
45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Anna Konareva, Director of Vertical Solutions
_____
(Name, Title)
ANNA KONAREVA, DIRECTOR OF VERTICAL SOLUTIONS
_____
(Printed Name and Title)
1000-1090 West Georgia Street, Vancouver BC V6E 3V7, Canada
_____
(Address)
1-778-771-2095
_____
(Phone Number) / (Fax Number)
akonareva@d3security.com
_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

D3 Security Management Systems Inc.
_____
(Company)

Anna Konareva, Director of Vertical Solutions
_____
(Authorized Signature) (Representative Name, Title)

ANNA KONAREVA, DIRECTOR OF VERTICAL SOLUTIONS
_____
(Printed Name and Title of Authorized Representative)

2017-09-20
_____
(Date)

1-778-771-2095
_____
(Phone Number) (Fax Number)

Revised 08/31/2017

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State's Office (WVSOS) to establish a contract for the one-time purchase of a Case Management System, for the Agency at Building 1, Suite 157K, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305.

   Current Environment: Legacy Case Tracker was developed and is maintained in-house, a basic Windows Forms application front end written in C#. SQL database back end, currently about 75 Mb in size.

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 **"Contract Item"** means a web based case management system for the receipt and tracking of information relating to election violations, in addition to complaints filed against private investigators/security guards, notary publics, charities, and athletic agents as more fully described by these specifications.

   2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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

3. **GENERAL REQUIREMENTS:**

   3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

   3.1.1 **Data Input/Case Management**

   3.1.1.1 **Referrals:** internal creation of inquiries via web form key-entry from phone conversations.

   3.1.1.2 **Referrals:** must have the ability to generate a record for complaints, without opening a case for investigation.

   3.1.1.3 **Referrals:** must have a web form used to accept complaints from outside sources (i.e. private citizens, organizations, etc.) – and to automatically generate case records.

3.1.1.4 <u>**Referrals:**</u> all input information will be validated against a valid range of values, a list of valid values and/or a valid character sequence description, whichever best applies to the individual data item.

3.1.1.5 <u>**Referrals:**</u> must be able to configure web forms for electronic submission of complaints based on existing forms. Examples of field values include: Name, Contact Information, Date, Complaint Type, Description of Incident, etc.

3.1.1.6 <u>**Referrals:**</u> web forms must incorporate free text, yes/no, dates, and other option fields.

3.1.1.7 <u>**Referrals:**</u> web forms must incorporate attachments.

3.1.1.8 <u>**Referrals:**</u> must have the ability to link and merge complaints with cases opened for investigation.

3.1.1.9 <u>**Actions:**</u> will generate an automated acknowledgement email to the appropriate parties when a new referral is logged. This email shall contain the case number and provide a customized message.

3.1.1.10 <u>**Actions**</u>: must have the ability to record each action taken throughout an investigation from various sources (cell phone, computer).

3.1.1.11 <u>**Actions:**</u> must have the ability to label each action with a type (i.e. witness interview, phone conversation). Action Types must be an editable dropdown list that can be created by the program manager as needed.

3.1.1.12 <u>**Actions:**</u> must have the ability to record the time spent working on a particular case or action within a case.

3.1.1.13 <u>**Actions/Time Tracking**</u>: must have the ability to track time and expense for billable hours. For example; an investigator must be able to invoice for hours worked.

3.1.1.14 <u>**Actions:**</u> must have the ability to assign actions to other people. For example; an investigator assigned to an investigation can assign specific tasks to other individuals.

3.1.1.15 <u>Actions:</u> must have the ability to auto-generate tasks based on incident type or other properties of an incident.

3.1.1.16 <u>Action Assignment Notices</u>: assignment of actions will trigger email notification to assignee.

3.1.1.17 <u>Actions:</u> must have the ability to create and send emails from within a case record – leaving a clear audit trail/ copy of emails within the case record.

3.1.1.18 <u>Actions:</u> must have the ability to assign due date to actions and set reminders.

3.1.1.19 <u>Add Contacts:</u> must have the ability to add new contacts to a case record.

3.1.1.20 <u>Add Contacts:</u> must have the ability to define data requirements for various contact types. Contact Types may include witness, victim, complainant, respondent, attorney, etc.

3.1.1.21 <u>Actions/Outcome:</u> must have the ability to record the outcome of an investigation.

3.1.1.22 <u>Actions/Outcome:</u> must have the ability to label each outcome with a final result of the investigation (i.e. dismissed, referred to prosecutor, conviction). Action Types must be an editable dropdown list that can be created by the program manger as needed.

3.1.1.23 <u>Attachments:</u> must have the ability to attach digital files of any kind to a case record, including: photos, videos, documents (scanned), Excel databases (scanned), audio, statements, etc.

3.1.1.24 <u>Templates:</u> must have the ability to access general communication templates that can be customized for each case (i.e. subpoenas, administrative letters, etc.).

3.1.1.25 <u>Supplemental/ Re-opened:</u> must have the ability to re-open a case that has been previously closed.

3.1.1.26 <u>Supplemental/ Re-opened:</u> must have the ability to change the case number to show that a case has been re-opened and contains supplemental information.

3.1.1.27 <u>Approval:</u> when investigators have completed the investigation they must be able to seek approval for closure.

3.1.1.28 <u>Approval:</u> investigators will complete a recommendation and generate an email requesting approval from within the case record.

3.1.1.29 <u>Approval Granted/ Denied:</u> managers must have the ability to grant or deny approval of the investigators recommendation.

3.1.1.30 <u>Printing:</u> must be able to print cases and reports.

3.1.1.31 <u>Printing:</u> must be able to create a 'customized display' that has fields mapped to case headings to format a printed document.

3.1.2 Searching/Reporting

3.1.2.1 <u>Searches:</u> must have the ability to conduct complete system searches for keywords.

3.1.2.2 <u>Searches:</u> must have the ability to conduct system wide searches (including attachments) or field specific searches.

3.1.2.3 <u>Searches:</u> must have the system searches initiated during case creation to prevent duplication of records.

3.1.2.4 <u>Volume Reports:</u> time based reports must show volume of cases/complaints by source, issue.

3.1.2.5 <u>Strategic Reports:</u> must show investigations by allegation, case type, investigator, region, venue.

3.1.2.6 <u>Performance Reports:</u> must show on-time performance and average time to complete investigations.

3.1.2.7 <u>Aging Reports:</u> inquiry aging must show when each open inquiry will go past due.

3.1.2.8 <u>Exception Reports:</u> must show all cases and actions that are overdue by investigator. Also must show cases that have been inactive for more than thirty (30) calendar days.

3.1.2.9 <u>Ad-Hoc Reports:</u> must have a minimum of five (5) ad hoc queries available so that users can "customize" their own reports.

3.1.2.10 <u>Report Export:</u> must have the ability to export to Agency owned and operated software; MS Word, MS Excel Spreadsheet, or PDF documents on a pre-set schedule and individually.

3.1.3 Workflow/Ease of Use

3.1.3.1 Interface: interface must be clear, concise, intuitive, consistent, attractive, responsive, and efficient,

3.1.3.2 Help: must have context sensitive help for users.

3.1.3.3 Review: must have spelling and grammar check for American English.

3.1.3.4 Display Cases: must have a central inquiry display that lists all open inquiries.

3.1.3.5 Display Cases: must have a dashboard view of open cases and actions. Based on username and password the software will provide users with a listing of their open cases or actions.

3.1.3.6 Display Cases: in addition to open cases, must also have ability to show cases closed by month, quarter and year.

3.1.3.7 Display Cases: the central case display must show at least the following data for each: case type, case number, short description, assigned to, deadline, status, etc.

3.1.3.8 Display Cases: by default, cases must be displayed in the order of their arrival on the master compliant display.

3.1.3.9 Display Cases: must have the ability to sort and filter complaint displays.

3.1.3.10 Display Cases: all case listings and reports must display real-time information as referrals and cases are entered, assigned and closed.

3.1.3.11 Pending Cases: pending cases will appear in a separate queue/ listing (sorted) for manager review.

3.1.3.12 New Case Notification: the system must deploy email notifications to indicate when a new compliant has been recorded.

3.1.3.13 <u>**Case Assignment:**</u> managers or other users with proper access controls will be able to select an investigator and assign a case to that individual.

3.1.3.14 <u>**Case Assignment**</u>: with proper access control, each user must have the ability to self-assign unassigned inquiries according to the user's availability and specialization in inquiry types.

3.1.3.15 <u>**Case Assignment:**</u> assignment of a case must trigger an email notification to the investigator assigned to the case.

3.1.3.16 <u>**Assignment Notification:**</u> email notification must contain a link to the case record, where the investigator must confirm or decline ownership.

3.1.3.17 <u>**Assignment Confirmation:**</u> once a case has been assigned it must remain in the pending queue or listing until the investigator confirms ownership.

3.1.3.18 <u>**Case Re-assignment:**</u> a declined investigation must trigger an email notification to the manager that assigned the case with an explanation. Manager must be able to re-assign case to another investigator.

3.1.3.19 <u>**Due Dates:**</u> the deadline field shall contain a notation of when the complaint must be closed in order to meet executive management guidelines.

3.1.3.20 <u>**Escalation Notices:**</u> once a case goes past the due date or remains inactive for more than a desired time frame Management will be automatically notified via email.

3.1.3.21 <u>**Escalation Notices:**</u> emailed escalation notices must contain a link to the case file in question.

3.1.3.22 <u>**Case Status:**</u> the status field shall indicate the status of the inquiry such as unassigned, assigned, critical (near deadline), closed, etc. Must be able to accommodate customized status.

3.1.3.23 <u>**Follow-up Actions:**</u> it must be possible to create tasks that are to be completed at a future date and to set reminders of this task. It must be possible to close the investigation file, but still have open actions that must be completed at a future date.

3.1.4 Data Integrity/Access Controls

3.1.4.1 <u>**Case Types:**</u> must have the ability to log different case types with unique numbering for each: i.e. election, charities, notaries, and individual/firm private investigators/security guards.

3.1.4.2 <u>**Case Numbering:**</u> case numbering shall be customizable alpha-numeric sequential codes.

3.1.4.3 <u>**Audit Trail:**</u> the system will automatically populate time stamps at the time of receipt and time of closure of case records.

3.1.4.4 <u>**Audit Trail:**</u> all event log entries will automatically be populated with the time of their entry into the system.

3.1.4.5 <u>**Audit Trail:**</u> case views and sub record views will be logged.

3.1.4.6 <u>**Audit Trail:**</u> field level changes that include before and after status will be logged.

3.1.4.7 <u>**Data Migration:**</u> must have the ability to migrate records from Agency operated Legacy case management system on a filed-to-field basis.

3.1.4.8 <u>**Access Controls:**</u> must have the ability to restrict access based on Department the user belongs to.

3.1.4.9 <u>**Access Controls**</u>: must have the ability to restrict access to the field level.

3.1.4.10 <u>**Access Controls:**</u> must have the ability to customize access levels to incorporate read only, input only and other levels of access.

3.1.5 Interface/Technical

3.1.5.1 <u>Web based:</u> must be a 100% web based application that does not require installation of software on desktops or servers.

3.1.5.2 <u>Cross Browser Support:</u> must support popular web browsers including Explorer, Firefox, Safari and Chrome.

3.1.5.3 <u>Mobile:</u> must be accessible and usable on tablets and smartphones through web browser.

3.1.5.4 <u>Web Connections</u>: must be accessible from dial-up (56K) or better Internet connections.

3.1.5.5 <u>Web Services</u>: software must be able to use web services for integration.

3.1.6 System Training/Software Maintenance

3.1.6.1 <u>Training:</u> must provide tailored training solutions that accommodate the needs of users at every level either on-site at the West Virginia Secretary of State's Office or via interactive web conference.

    3.1.6.1.1 Training solutions will need to provide a step-by-step walk through on how to navigate the system, how to open, assign, accept, manage, close a case, and how to generate reports from both the case manager and investigators viewpoint.

    3.1.6.1.2 Training should be provided to the Agency following installation and acceptance of the system.

    3.1.6.1.3 Training solutions should also be made available in a written format for reference.

3.1.6.2 <u>Software Maintenance:</u> an annual software maintenance agreement (SMA) must be offered that provides, but is not limited to, the option to maintain data storage on a secured server, updated software releases, and technical support.

- Vendor must provide the cost of maintenance for optional renewals of years 2, 3, and 4. Annual optional renewals will be initiated by the Agency and processed and issued by the West Virginia Purchasing Division.

3.1.6.2.1 As part of maintenance Vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes, software updates and modifications, and otherwise maintain the system at no cost to the Agency.

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

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

3.1.6.3 Warranty and Maintenance contract must include the following:

3.1.6.3.1 Software support.

3.1.6.3.2 Version upgrades and bug fixes.

3.1.7 **Installation and Implementation:** The system must be fully implemented and achieve Acceptance within ninety (90) calendar days of issuance of Notice to Proceed. The successful Vendor must:

3.1.7.1 Meet with the Agency as is necessary to plan data conversion, system customization, and implementation. At least two (2) on-site visits are required, but the Vendor shall include the costs of these required visits and any additional visits they expect to need to conduct in their bid.

3.1.7.2 Provide a complete schedule for installation and implementation within ten (10) calendar days of award of the contract. The schedule should indicate all phases of installation and implementation.

3.1.8 Acceptance of System

3.1.8.1 Vendor shall set-up, configure and test the systems to meet the agency's requirements. The agency shall consider the systems acceptable upon the completion of ten (10) operational working days, with no unresolved issues or problems.

Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality, (2.) completion of all training.

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty. Future requests for optional warranty and maintenance renewals will be based on these dates.

3.1.9 Customization of the System

3.1.9.1 The system should be a turn-key offering of application software, technical support services, installation, and training. Customization for the first year should not be needed and addressed by the company in order to meet all general requirements listed and operate accordingly.

3.1.9.2 All (post-Acceptance) customization requiring hours from the Vendor shall include all installation, testing, and post-installation defect correction.

3.1.9.3 No (post-Acceptance) customization will result in a change of the cost of the basic support, maintenance, or hosting as provided in the original Contract or upon Contract renewal for any subsequent years.

3.1.10 Hosting Services

3.1.10.1 The Vendor shall install and maintain the system on their own infrastructure with appropriate, industry-standard security and access management controls. Agency must be notified immediately of any breach (e.g., unauthorized data acquisition) to the system.

3.1.10.2 The Vendor should provide continuous access to the system. However, it is understood that the system may require expected outages for maintenance. Vendor shall perform all planned system outages during off-peak hours (between 12:00 a.m. and 6:00 a.m. EST unless systematically required to be performed otherwise), and shall notify the Agency in writing (e-mail suffices) prior to any such outage, providing the estimated date and time of the outage, and brief explanation of the cause of the outage.

3.1.10.3 In the event of an unplanned outage, the Vendor shall notify the Agency in writing (e-mail suffices) as soon as is practicable, or within one-hour after the outage begins, whichever occurs first, and shall provide the time of the beginning of the outage and the estimated time for when the outage will end.

3.1.10.4 Upon Contract expiration and/or termination, the Vendor shall work jointly with any subsequent Vendor to supply transition during the conversion and system startup.

3.1.10.5 At the close of the Contract, the WV Secretary of State shall retain control of any intellectual property that is developed for the Board and essential to on-going operations. During the Contract period, and any renewal periods the WV Secretary of State shall be licensed to use, for its own purposes, the intellectual property furnished for use with the System, including software, communications protocols, processes, and procedures.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Evaluation will be the lowest Total Bid Amount meeting mandatory specifications. Award will be for equipment and Year One (1) maintenance one (1) year Manufacturer's Warranty.

4.2 Pricing Page: Vendor should complete the Pricing Page by itemizing the cost of the software and annual fees. 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.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.2.1 Vendor should complete the Pricing Page by providing the cost of equipment, installation, data migration, training, and Year One (1) Manufacturer's warranty as line item number 1.

Maintenance and One (1) Year Manufacturer's Warranty, as described in 3.1.2 for twelve (12) month period will begin from acceptance of the system as described in 3.1.7. To be added by the West Virginia Purchasing Division upon request of the Agency.

4.2.2 Thereafter the vendor will input the cost of the optional renewals of maintenance and warranty (hardware and software) for Years two (2), three (3), and four (4). To be added by the West Virginia Purchasing Division upon request by the Agency.

4.2.3 Provide unit price, per hour, for any additional customization support hours that may be required (but only added by formal, approved Change Order issued by the West Virginia Purchasing Division), above and beyond those provided by Section 3.1

4.2.4 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 Purchase Order is issued.

4.2.5 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 Purchase Order is issued

Vendor should download Exhibit "A" Pricing Page that is attached separately to the CRFQ and published to the VSS. **Vendor must provide information including Brand and Model Number being bid and include it with their submitted bid response.**

Any product brochures to support vendor's product should be submitted with vendor's bid response. These brochures and any supporting documentation may be required before award of contract.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 **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.

7 **FACILITIES ACCESS:** Performance of Contract Services may require access cards, alarm codes, and/or keys to gain entrance to Agency's facilities. In the event that access cards, alarm codes, and/or keys are required:

7.1 Vendor must identify principal service personnel which will be issued access cards, alarm codes, and/or keys to perform service.

7.2 Vendor will be responsible for controlling cards, alarm codes, and keys and will pay replacement fee, if the cards or keys become lost or stolen.

7.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card(s) or key(s), or compromised alarm code.

7.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

7.5 Vendor shall inform all staff of Agency's security protocol and procedures.

8 VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only contract Items and Services submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items and Services being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 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: Anna Konareva, Director of Vertical Solutions

Telephone Number: 1-647-688-8921

Fax Number: 1-778-771-2095

Email Address: akonareva@d3security.com

EXHIBIT A- Pricing Page
CRFQ SOS1800000004
West Virginia Secretary of State
Case Management System

.Year 1 Unit Price:
Case Management: $4,000
Incident Management: $4,000
E-Alert: $3,000
Premium Analytics: $2,500
Named User Licenses $925/License
Legacy Data Migration: $9,000
Set-up and Cofiguration: 200/hour at 50 hours
Training: $200/hour at 32 hours

Year 2.3.4 Unit Price:
Case Management: $4,000
Incident Management: $4,000
E-Alert: $3,000
Premium Analytics: $2,500
Named User Licenses $925/License

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Price	Extended Cost
1	Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty	D3 Security pricing includes 1 Case Management Module, 1 Incident Reporting Module, 1 E-Alert Module, Premium Analytics, 20 User Licenses (includes mobile licenses), Historical Data Migration, Set-up, Configuration and Training (with 2 on-site visits as part of the training process). Support and Maintenance are inclusive of the SaaS Subscription and are at no additional cost.	Lump Sum	1		$57,400
2	Second Year Maintenance and Support/Warranty		Year	1		$32,000
3	Third Year Maintenance and Support/Warranty	With SaaS being an Annual Subscription model, Modules and Licenses purchased are an annual, recurring cost. Support and Maintenance are inclusive and are at no additional cost.	Year	1		$32,000
4	Fourth Year Maintenance and Support/Warranty		Year	1		$32,000

UNIT PRICES

Item	Unit Prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.					
5	Customization Programing	Customization is a part of the D3 System where programming is not required and can be done by the customer in a DYI fashion at any time, so this is at no additional cost. This does not include new integrations, altering the format of a form outside of the D3 "look and feel" or customized exports. The development fees are varying for these services, so further scoping will be required.	Hour	80		

Lowest Overall Total Cost (Item # 1+2+3+4+5) = $153,400 USD

Contract evaluation will be of the lowest overall total cost. Award will be the lump sum amount, implementation and year one maintenance only. 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.

Vendor Name: ___D3 Security Management Systems Inc.___

Authorized Signature: _____

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"*Business entity*" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"*Interested party*" or "*Interested parties*" means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"*State agency*" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Disclosure of Interested Parties to Contracts

Contracting business entity: _____

Address: _____

Contracting business entity's authorized agent: _____

Address: _____

Number or title of contract: _____

Type or description of contract: _____

Governmental agency awarding contract: _____

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity *(attach additional pages if necessary)*:

_____

_____

_____

Signature: _____ Date Signed:_____

☐ Check here if this is a Supplemental Disclosure.

Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

_____
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20___.

My Commission expires _____, 20___.

AFFIX SEAL HERE   **NOTARY PUBLIC** _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**

☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____   **Signed:** _____

Date: _____   **Title:** _____

Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 355301

Doc Description: Addendum No. 1 - Case Management software and Annual Support

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-15	2017-09-21 13:30:00	CRFQ 1600 SOS1800000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Signature X	FEIN #	DATE

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

FORM ID : WV-PRC-CRFQ-001

Addendum No. 1 - Responses to vendor questions attached.

The bid opening will remain on September 21, 2017 at 1:30 pm.

INVOICE TO		SHIP TO	
CFO		SUPPLY CLERK	
SECRETARY OF STATE		SECRETARY OF STATE	
BLDG 1 STE 157K		BLDG 1 STE 157K	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV 25305-0770	CHARLESTON	WV 25305-0770
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Case Management Software	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232616			

Extended Description :

Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical question deadline by 4:00 pm	2017-09-12

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ – SOS1800000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SOS1800000004 ("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

[X] Attachment of vendor questions and responses

[ ]   Attachment of pre-bid sign-in sheet

[ ]   Correction of error

[ ]   Other

Description of Modification to Solicitation:

1. Response to vendor questions attached.

2. **The bid opening remains on 09/21/2017 at 1:30 pm.**

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.

Questions:

Q1:   How many users would this be for?

A1:   As of right now there are 10 investigators, 1 analyst, and our legal counsel that would need access. However, this number will fluctuate when we add/remove investigators/staff. Max at one time would be no more than 20, but probably closer to 15. That is giving room to allow additional users (deputy legal counsel, the secretary, new investigators, etc.).

Q2:   Cloud based solution or On-Premise solution?

A2:   Cloud based in order for our investigators to access real time data from the field.

Q3:   Does Abacus need to submit a vendor preference certificate if options 1-7 don't apply?

A3:   Please refer to Section 15 in the Instructions to Vendors Submitted Bids in the CRFQ document.

Q4:   We offer a monthly subscription, per user for our case management software. Is this an acceptable solution for WVSSO?

A4:   No. All our investigators would need continuous access because our cases can be assigned at any given time. We would essentially have to pay the subscription each month, for every user, regardless of whether they used the system or not. It would need to be a license agreement for so many users.

Q5:   Can you please provide the total number of users of the solution?

A5:   See Response A1 above.

Q6:   Can you please provide the total number of cases in the legacy case management solution?

A6:   Approximately 1,000.

Q7:   Is context sensitive help a mandatory feature?

A7:   Yes.

Q8:   Is access to the case management solution via tablets and smartphones mandatory? If so, will the access be via Apple and Android technology?

A8:   Yes, must be accessible via tablets and smartphones for both Apple and Android.

Q9: Will we get access to the legacy data at our development center? And if not, what would be the mechanism to access legacy data?

A9: Yes.

Q10: Whether companies from Outside USA can apply for this? (like,from India or Canada)

A10: No restrictions on location as to who can apply.

Q11: Whether we need to come over there for meetings?

A11: 3.1.7.1 requires 2 on-site visits, but the vendor shall include the costs of the required visits and any additional visits they expect in their bid.

Q12: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada).

A12: As long as the vendor can meet the installation, training, and annual maintenance requirements and 3.1.7.1.

Q13: Can we submit the proposals via email?

A13: Refer to Section 6 in the Instructions to Vendors Submitting Bids in the CRFQ.

Q14: How many named user logins will be required?

A14: See Response A1 above.

Q15: User License Criteria:
If a staffer performs any of following tasks they will need a license:
　　1. "Key Entry" of content into the system
　　2. Act as a caseworker that is assigned an "action item" in the system
　　3. Do they perform any of the following tasks:
　　　　a. research details,
　　　　b. document facts,
　　　　c. run reports,
　　　　d. view case status,
　　　　e. assign action items,
　　　　f. print letters, send emails, create documents or
　　　　g. act as a System Administrator

A15: See Response A1 above.

Other Information:

1. The bid opening remains on 09/21/2017 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SOS1800000004

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)

[   ]   Addendum No. 1   [   ]   Addendum No. 6

[   ]   Addendum No. 2   [   ]   Addendum No. 7

[   ]   Addendum No. 3   [   ]   Addendum No. 8

[   ]   Addendum No. 4   [   ]   Addendum No. 9

[   ]   Addendum No. 5   [   ]   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 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.

D3 Security Management Systems Inc.
_____
Company

_____
Authorized Signature

2017-09-20
_____
Date

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

EXHIBIT A- Pricing Page
CRFQ SOS1800000004
West Virginia Secretary of State
Case Management System

Year 1 Unit Price:
Case Management: $4,000
Incident Management: $4,000
E-Alert: $3,000
Premium Analytics: $2,500
Named User Licenses $925/License
Legacy Data Migration: $9,000
Set-up and Cofiguration: 200/hour at 50 hours
Training: $200/hour at 32 hours

Year 2.3.4 Unit Price:
Case Management: $4,000
Incident Management: $4,000
E-Alert: $3,000
Premium Analytics: $2,500
Named User Licenses $925/License

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Price	Extended Cost
1	Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty	D3 Security pricing includes 1 Case Management Module, 1 Incident Reporting Module, 1 E-Alert Module, Premium Analytics, 20 User Licenses (includes mobile licenses), Historical Data Migration, Set-up, Configuration and Training (with 2 on-site visits as part of the training process). Support and Maintenance are inclusive of the SaaS Subscription and are at no additional cost.	Lump Sum	1		$57,400
2	Second Year Maintenance and Support/Warranty		Year	1		$32,000
3	Third Year Maintenance and Support/Warranty	With SaaS being an Annual Subscription model, Modules and Licenses purchased are an annual, recurring cost. Support and Maintenance are inclusive and are at no additional cost.	Year	1		$32,000
4	Fourth Year Maintenance and Support/Warranty		Year	1		$32,000

UNIT PRICES

Item	Unit Prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.					
5	Customization Programing	Customization is a part of the D3 System where programming is not required and can be done by the customer in a DYI fashion at any time, so this is at no additional cost. This does not include new integrations, altering the format of a form outside of the D3 "look and feel" or customized exports. The development fees are varying for these services, so further scoping will be required.	Hour	80		

Lowest Overall Total Cost (Item # 1+2+3+4+5) = $153,400 USD

Contract evaluation will be of the lowest overall total cost. Award will be the lump sum amount, implementation and year one maintenance only. 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.

Vendor Name: D3 Security Management Systems Inc.

Authorized Signature:

D3 Security Response to RFQ for the State of West Virginia

CRFQ SOS1800000004 (Case Management Software)

Replace

ANNA KONAREVA
Director, Vertical Solutions
D3 Security Management Systems
T: 1.778.771.2095
C: 1.647.688.8921
akonareva@d3security.com

Attn: **West Virginia Secretary of State's Office**

Subject: **RFQ for Case Management Software**

To West Virginia Secretary of State's Office,

D3 Security is pleased to submit this bid for your evaluation and consideration to provide the Secretary of State with a quote for D3's Case Management Software Platform.

This bid covers the purchase of the SaaS system, named user licenses, the initial setup and configuration and training required for the use of the case management software platform by your team. The pricing in our submission is based on the information provided by The West Virginia Purchasing Division contained within the RFQ. In addition to the initial setup, D3 will provide ongoing support and system upgrades.

Please do not hesitate to contact me should you have questions or require any additional information regarding any aspect of this bid.

Respectfully Submitted,

Anna Konareva

Director, Vertical Solutions

Table of Contents

Contents

Executive Summary

1.1   Introduction to D3 Security

D3 Security is a leading provider of Incident, Case and Risk Management for Physical Security and Cyber Security Operations, Forensics Investigations, and PSIM solutions for organization and department-wide visibility for security, safety, legal, human resources, and ethics and compliance departments. D3 is used by over a thousand organizations to reduce risk, respond to internal and external threats, demonstrate compliance and continuously protect people, property and assets.

Over 200 of the Fortune 500 companies depend on D3's single consolidated platform to streamline and automate the entire activity, incident, investigation and case management workflow to provide in-depth metrics, trends, reports and analytics to manage the performance of their national and regional departments, wherever they are located, from a laptop, desktop or mobile device.

Founded in 2002 and headquartered in Vancouver, British Columbia, D3 is the industry's most scalable, customizable, easy-to-use and quickest-to-deploy Incident Response and Case Management System. D3's simple and intuitive web-based user interface ensures end-user adoption across multiple facilities, locations and time zones, which deliver superior Return on Investment and Total Cost of Ownership.

Many of the world's largest companies rely on D3 solutions, spanning all vertical markets. D3 serves both private and public sectors, with multinational implementations on every continent.

The Proposed Solution

2.1   Solution Overview

D3 ONE Suite for Incident and Case Management:

D3 is a platform to converge your case and incident management. At the core of D3 lies a consolidated database for organization-wide incident data. The surrounding modules built around the database are designed to gather and utilize the information to create an effective lifecycle. All modules can be segmented horizontally and vertically to accommodate a variety of job functions based on user roles, groups and departments, giving your team the total administrative control over who can access, read and edit what material. Admin functions further allow users to see other users that are logged into the desktop EOC. D3 provides an industry leading audit trail system that records the date, time, actions, as well as the identities of any user who accesses or edits a record within the system. E-mail alerts to one or more specified users can be set up for just about any tasks or activities conducted through the system.

D3 is accessible by mobile and desktop browsers, allowing it to blend in seamless into all environments. Easy-to-use UI (including spell-check) allows for faster operations, and our mobile app allows staff in the field to gather and report real-time information. Top to bottom configurability is a major strength of the D3 application, as all fields, forms, buttons and boxes can be added, edited and configured to your team's specifications with ease. Custom reports can be generated by the user with ease and D3 will work with your team to create more complex trend and situational reports. In addition to human-generated information, D3 integrates seamlessly with all standard enterprise technology to produce a truly comprehensive system.

D3 Case Management

D3 Case Management is a collaborative workspace where investigators can collect, organize and analyze case-information, manage their workload, and product concise, professional case summary reports for executive consumption.

Through the case management system users have the capability to pull together multiple incidents, tasks, and persons of interest for collaboration and collective investigation and management.   Open case files are a

prominent feature on the D3 operational dashboard, but all information viewed through the lens of a D3 case-file is filtered through a user's access privileges. Managers can use D3's report engine to measure investigative caseload, and ensure balance among the investigative team.

- Catalogue of persons' involvement
- Chronological case timelines
- Efficient task management and assignment
- Time and effort tracking
- Root cause & corrective action
- Financial impact analysis
- Security of sensitive information

D3 Incident Reporting

The D3 consolidated incident management system is an ideal repository for all varieties of incident data, hazard and risk information. Applying an industry leading incident management methodology and a completely flexible framework as part of its standard solution package, D3 bypasses traditional business unit boundaries, and function, with extreme effectiveness, as a consolidated incident management system. D3 incident reporting features:

- Easy to use, with forms tailored for simplicity or sophistication
- Hundreds of customizable incident reporting templates catalogued by category, department, and industry
- Scheduled email delivery of summary reports and timely notifications
- Seamless and flexible integration / migration with databases and standard security applications to automatically generate real time reports.

D3's configurable forms allow the information capture process to be tailored to the specific business need of any department. Unlimited custom fields and sections are then transitioned seamlessly into D3's industry-leading analysis and trending engine. Tasks, missions, resources and budgets are standard tracking items in the Incident Reporting module. These reports allow for efficient consumption of crucial incident-related information and high-quality compliance reporting.

D3 E-Alert

E-Alert is a communication facility mechanism, closely related to both the dispatch and incident reporting functions. E-Alert is a D3 web form, often placed on a corporate intranet or homepage, which captures a report or request from individuals without login access to the main D3 system. E-Alerts feed into the main D3 dashboard, where they undergo human audit, and can be escalated directly to a D3 Incident Report or D3 Dispatch.

This flexible communication system can accommodate anonymous reporting, or can provide users with a ticket number with which to follow up with their corporate security team. Accessible from mobile web browsers and desktop browsers, E-Alert is the most effective and easy method of collecting information across the entire University and integrates with various other applications for comprehensive information gathering.

D3 Data Analytics and Metrics

The Analytics Dashboard can have an infinite number of published dashboard views, so the user can toggle their focus from enterprise wide, to focus on a particular business unit, or from overall incident trends to a focused look at a single incident type. In this way, users can analyze their incident data quickly and efficiently, from many different angles, promoting an overall and cohesive understanding that is conducive to optimized decision-making.

D3's trend reporting and analysis engine is extremely flexible, and can incorporate many sorts of KPIs as report dimensions. These KPIs can include some basic calculations like average dispatch response time, or % change in incident volume, this year vs. last year. There is no limit to the new of custom reports & KPIs that can be established and

published out to all business units, and standardized upon as go-to business metrics.

D3's metrics and trending engine allows for the establishment of benchmark objectives within any individual analysis report, across any measured report dimension. For instance, a corporate target to stay under $500,000 in losses due to theft could appear as a benchmark value within an annual report focused on theft incidents.

D3 tracks and timestamps all changes, and even views of a record, and logs the username involved. All iterations of any record in D3 are preserved and are accessible within the history function. Your team can at their discretion, limit access to the history feature to system administrators.

D3 Mobile

D3 System optimizes security coverage and manages officer presence in real-time, capturing all of the data generated from day to day security operations. Managers deploy their assets, assign routes and track performance while security officers in the field use D3 Mobile devices to perform scheduled and self-initiated routes, scan RFID or barcoded checkpoints, create high quality incident reports and receive dispatches as well as post orders or incident action plans.

The intuitive nature of the D3 Mobile device, available for Apple iOS, Android and Windows Mobile, boosts overall security performance while reducing costs and training time. Any data produced is synchronized with the desktop application.

2.2   User Training

D3 provides a variety of options for training including role-based training for users as well as a more intensive training program to "train-the-trainers," i.e. individuals who would be the dedicated administrator of the D3 system who can train others. Generally, training is provided via web-based sessions and webinars. On-site training is also available.

D3 is proud of its commitment to on-going service. Your team would be assigned a dedicated customer success representative who will always be available to answer any questions regarding the system in addition to the 24/7 technical support provided by our technicians. In addition to online and in-person training, documentation and instruction manuals will be provided to you for reference.

2.3 Technical Support

Support is delivered to the client user base at large through the D3 support helpdesk- 24/7. D3 has two main support centers in Vancouver and Toronto. Alternatively, client users may contact their dedicated D3 Customer Success team directly during business hours. Both the support helpdesk and the dedicated Customer Success team can be contacted by phone (1-800- 608-0081 x1) and email (support@d3securtiy.com). The after-hours support line can be accessed by dialing the main support line after hours and following the prompts.

2.4 Web Based Compatibility and Minimum Server Requirements

Under the SaaS model, D3 can provide a virtual EOC service through remote accessibility without the need to install any ancillary software. Only a web browser and security credentials are needed to access the application under this option. Below are the client-side requirements for accessing the D3 system under both the SaaS and On-Premise hosting options.

Client End Software Requirements - SaaS Hosting
Desktop (VSOC)
▪ Browser: IE9, IE10, IE11, Google Chrome, Firefox, Safari
Mobile (MVSOC)
▪ OS: Windows Mobile 6.1/6.5 professional, iOS 7.x, 8.x, and 9.x Android 4.3, 4.4, 5.0 and 6.0
Client Screen Resolution Requirements
▪ Width: 1920 and above, Height: 900 and above As screen display ratio varies in screen size, so screen resolution would be 1920*1200 (8:5); 1920*1080 (16:9) *If Dispatch MAP is not taken into consideration:* ▪ Width: 1600 and above, Height: 900 and above Screen resolution would be 1920*1200; 1920*1080; 1680*1050; 1600:900;

2.5 Product Licensure, Security and Reliability

Each of D3's clients has their own unique database as well as their own dedicated servers and storage capacity, and the application is currently able to support 1000+ concurrent users and an average of 5000 transactions per day per client. D3 has a set of monitoring tools to measure the application behavior on the network as well as provide D3 real-time monitoring of user sessions to help identify and fix outages and bottlenecks that threaten key

applications before they impact customer satisfaction. D3 also performs external/internal testing, and load testing on our application to ensure our product is always both optimized and scalable. D3 guarantees an uptime of 99.5 percent as backed by a rebate system also known as Service Level Credit.

Information stored on the server is secured both physically and virtually. D3's main hosting facility is located in an extremely low risk area for natural disasters. D3 performs transaction log backups every 15 minutes and full database backups every night. Each night backups are shipped to a redundant failover facility located in Chicago. We provide rapid response and recovery services to ensure the downtime due to hardware failure is minimized. Depending on your requirement, we can mitigate with a redundant architecture located at alternative locations and the failover can be achieved through finer-grain control and global server load balancing. D3's hosting partner is SSAE16 SOC-1 Type II & SOC-2 Type II Certified.
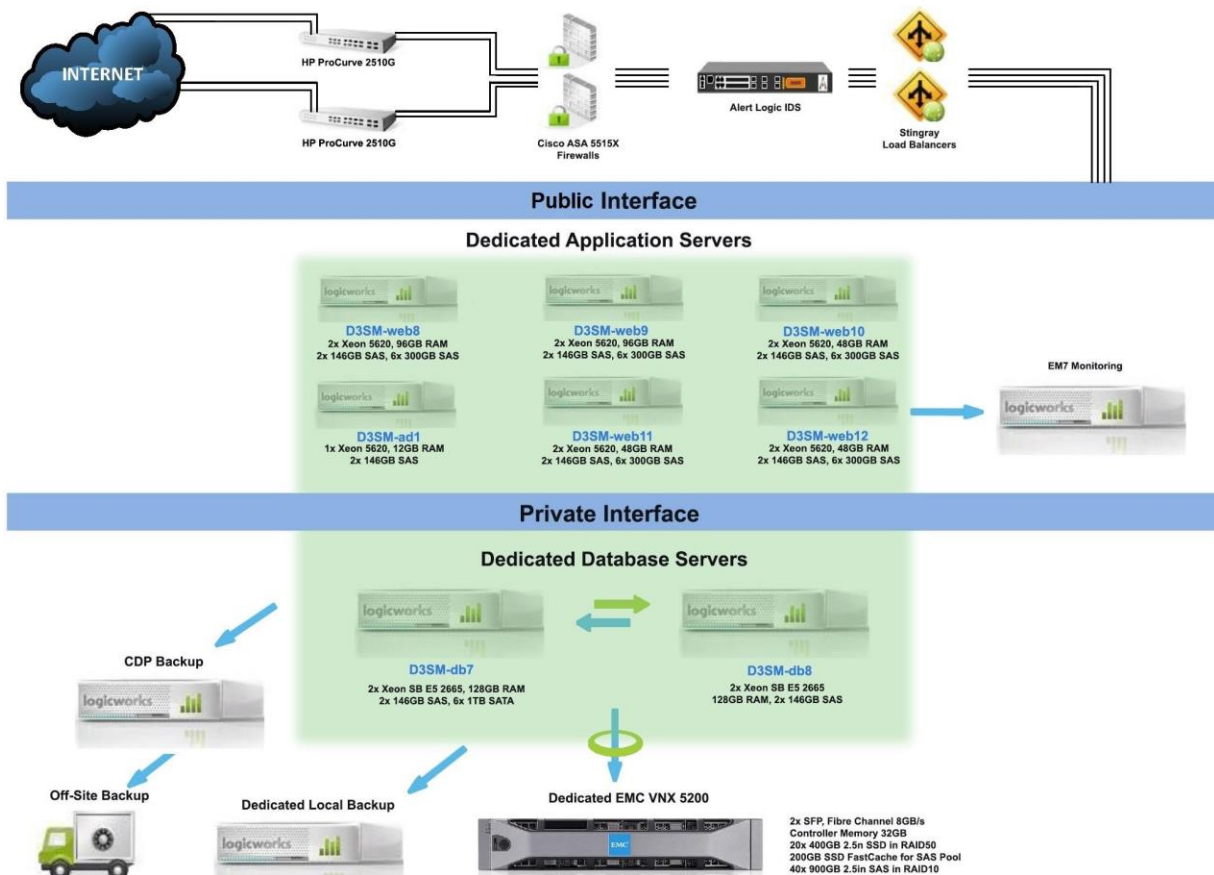
D3 constantly strives to apply the best industrial practices in the whole software development life cycle (SDLC) to ensure the security of our web-based products as well as increase the productivity. D3 performs the security testing on each phase of a project, from software logic test and source code analysis & validation to system level test as a whole entity.

In the testing phase, before the system components are built into the application, D3's senior developers analyze and validate the source code to verify statically that the developed source code does not include potential vulnerabilities and is compliant with the secure coding standards. After the components and code changes are tested by the development team and approved to check into the application build by the build master, D3's QA team starts to perform integrated and system level tests as a whole entity by using both white box and black box testing techniques. The goal of the security test during this phase is to determine whether vulnerabilities can be exploited and expose the application to real risks, including common web application vulnerabilities, as well as security issues that have been identified earlier in the SDLC with other activities such as threat modeling, source code analysis, and secure code reviews.

All the high risk vulnerabilities exposed in the QA phase are required to be fixed by the development team before the application can be deployed in the Dev environment for the testing by the client as the last resort. Once it gets passed by the client, D3 officially deploys the build onto the production environment. D3 is currently SAS type ii certified and working towards ISO-27001 certification.

Technical Requirements

3.1 Compliance to RFQ's Technical Requirements

Requirement	Compliance	Comments
3.1.1.1 Referrals: internal creation of inquiries via web form key-entry from phone conversations.	Yes	**Users can send inquiry by D3 Security Management System's (D3) E-Alert web form. Users don't need a login for the D3 application to fill out an E-Alert form.**
3.1.1.2 Referrals: must have the ability to generate a record for complaints, without opening a case for investigation.	Yes	**Users can generate a record in the D3 system by using the E-Alert web form without opening a case for an investigation. D3 also provides Exchange integration, which allows users to create records by sending emails to D3 security mailbox.**
3.1.1.3 Referrals: must have a web form used to accept complaints from outside sources (i.e. private citizens, organizations, etc.) - and to automatically generate case records.	Yes	**E-Alert web form is used to accept complaints from outside sources. In addition, the Document Survey inside the case allows collecting of additional complaint data inside a case. It sends a survey by email, the filled survey information then automates into the corresponding case.**
3.1.1.4 Referrals: all input information will be validated against a valid range of values, a list of valid values and/or a valid character sequence	Yes	**Validation rules can be configured on individual elements.**

description, whichever best applies to the individual data item.		
3.1.1.5 Referrals: must be able to configure web forms for electronic submission of complaints based on existing forms. Examples of field values include: Name, Contact Information, Date, Complaint Type, Description of Incident, etc.	Yes	**All the forms in D3 are configurable. Additional fields, rules and workflows can be added from the admin tool without writing code.** **Forms are configurable by case type, location , department, user role etc.**
3.1.1.6 Referrals: web forms must incorporate free text, yes/no, dates, and other option fields.	Yes	**Various types of fields can be configured, including the ones mentioned.**
3.1.1.7 Referrals: web forms must incorporate attachments.	Yes	
3.1.1.8 Referrals: must have the ability to link and merge complaints with cases opened for investigation.	Yes	
3.1.1.9 Actions: will generate an automated acknowledgement email to the appropriate parties when a new referral is logged. This email shall contain the case number and provide a customized message.	Yes	**Additionally, acknowledgement email templates are configurable.**
3.1.1.10 Actions: must have the ability to record each action taken throughout an investigation from various sources (cell phone, computer).	Yes	**Audit trail on each record is available.**
3.1.1.11 Actions: must have the ability to label each action with a type (i.e.witness interview, phone conversation). Action Types must be an editable dropdown list that can be created by the program manager as needed.	Yes	**This is configurable through the admin tool.**
3.1.1.12 Actions: must have the ability to record the time spent working on a particular case or action within a case.	Yes	**Time calculation formulas are configurable.**
3.1.1.13 Actions/Time Tracking: must have the ability to track time and expense for billable hours. For example; an investigator must be able to invoice for hours worked.	Yes	**This is done using built-in time tracking features.**
3.1.1.14 Actions: must have the ability to assign actions to other people. For example; an	Yes	

investigator assigned to an investigation can assign specific tasks to other individuals.		
3.1.1.15 Actions: must have the ability to auto-generate tasks based on incident type or other properties of an incident.	Yes	**Tasks can be generated by form type or a specific rule. This is configurable through VSOC (Desktop) settings and admin tool.**
3.1.1.16 Action Assignment Notices: assignment of actions will trigger email notification to assignee.	Yes	
3.1.1.17 Actions: must have the ability to create and send emails from within a case record - leaving a clear audit trail/ copy of emails within the case record.	Yes	**This will be available Q1 2018.**
3.1.1.18 Actions: must have the ability to assign due date to actions and set reminders.	Yes	**Reminder email notifications can be sent if due date is approaching and/or missed.**
3.1.1.19 Add Contacts: must have the ability to add new contacts to a case record.	Yes	
3.1.1.20 Add Contacts: must have the ability to define data requirements for various contact types. Contact Types may include witness, victim, complainant, respondent, attorney, etc.	Yes	**Custom data requirements are configurable for different user roles.**
3.1.1.21 Actions/Outcome: must have the ability to record the outcome of an investigation.	Yes	
3.1.1.22 Actions/Outcome: must have the ability to label each outcome with a final result of the investigation (i.e. dismissed, referred to prosecutor, conviction). Action Types must be an editable dropdown list that can be created by the program manger as needed.	Yes	
3.1.1.23 Attachments: must have the ability to attach digital files of any kind to a case record, including: photos, videos, documents (scanned), Excel databases (scanned), audio, statements, etc.	Yes	**Attachment type is configurable in the back-end.**
3.1.1.24 Templates: must have the ability to access general communication templates that can be customized for each case (i.e. subpoenas, administrative letters, etc.).	Yes	**Email communication templates are configurable in the admin tool.**
3.1.1.25 Supplemental/ Re-opened: must have	Yes	

Requirement	Compliance	Comments
the ability to re-open a case that has been previously closed.		
3.1.1.26 Supplemental/ Re-opened: must have the ability to change the case number to show that a case has been re-opened and contains supplemental information.	Yes	**Case number remains the same for integrity reasons but the history log shows that a case has been reopened.**
3.1.1.27 Approval: when investigators have completed the investigation they must be able to seek approval for closure.	Yes	**Approval workflow can be configured.**
3.1.1.28 Approval: investigators will complete a recommendation and generate an email requesting approval from within the case record.	Yes	
3.1.1.29 Approval Granted/ Denied: managers must have the ability to grant or deny approval of the investigators recommendation.	Yes	**Workflows to approve or reject are available options based off status and customized statuses, and can be restricted by role.**
3.1.1.30 Printing: must be able to print cases and reports.	Yes	**Printing is available by default.**
3.1.1.31 Printing: must be able to create a 'customized display' that has fields mapped to case headings to format a printed document.	Yes	**Customized exports are available. This includes choosing specific fields to include in the export. D3 can build custom exports in addition to options already available in the application.**

Requirement	Compliance	Comments
3.1.2.1 Searches: must have the ability to conduct complete system searches for keywords.	Yes	**Searching by keywords, wildcards, strings, phrases, etc. is available by default.**
3.1.2.2 Searches: must have the ability to conduct system wide searches (including attachments) or field specific searches.	Yes	**Searching for phrases in attachments is available by default.**
3.1.2.3 Searches: must have the system searches initiated during case creation to prevent duplication of records.	Yes	**When a new person/entity is added to a case, the system asks the user to first perform a search. It shows the matching entities and provides the ability to add that entity into the case. This prevents record duplication.**
3.1.2.4 Volume Reports: time based reports must show volume of cases/complaints by source, issue.	Yes	
3.1.2.5 Strategic Reports: must show investigations by allegation, case type, investigator, region, venue.	Yes	**D3 dashboards include metrics and the Business Intelligence (Premium Analytics) module provides lists and custom views to include important and relevant fields.**
3.1.2.6 Performance Reports: must show on-time performance and average time to complete investigations.	Yes	**Investigations management is provisioned including duration, time spent, and cost of investigation.**

Requirement	Compliance	Comments
3.1.2.7 Aging Reports: inquiry aging must show when each open inquiry will go past due.	Yes	**Enquire age SLA needs to be pre-configured in the system. D3 reporting will show all inquiries that are overdue at any given point.**
3.1.2.8 Exception Reports: must show all cases and actions that are overdue by investigator. Also must show cases that have been inactive for more than thirty (30) calendar days.	Yes	**Saved searches and custom reports can be configured in the system to get this information.**
3.1.2.9 Ad-Hoc Reports: must have a minimum of five (5) ad hoc queries available so that users can "customize" their own reports.	Yes	**No imposed limit on the number of ad-hoc enquiries.**
3.1.2.10 Report Export: must have the ability to export to Agency owned and operated software; MS Word, MS Excel Spreadsheet, or PDF documents on a pre-set schedule and individually.	Yes	**Exporting options are available in the application in Word, Pdf and Excel.**

Requirement	Compliance	Comments
3.1.3.1 Interface: interface must be clear, concise, intuitive, consistent, attractive, responsive, and efficient,	Yes	**D3 provides a consistent UI with to the point built-in templates.**
3.1.3.2 Help: must have context sensitive help for users.	Yes	**Provision of standard and customized help is available to the users. Additionally, a help menu option is included by default.**
3.1.3.3 Review: must have spelling and grammar check for American English.	Yes	**Spelling and grammar check is available in customized text area fields as well as in narrative sections where free-form text is inputted.**
3.1.3.4 Display Cases: must have a central inquiry display that lists all open inquiries.	Yes	**D3 provides dashboards like the Incident Management dashboard, allowing users to navigate through a list of records with ease. Customized lists and views are available as well.**
3.1.3.5 Display Cases: must have a dashboard view of open cases and actions. Based on username and password the software will provide users with a listing of their open cases or actions.		**The dashboards provided include records for open statuses by assigned individual.**
3.1.3.6 Display Cases: in addition to open cases, must also have ability to show cases closed by month, quarter and year.	Yes	**D3 Analytical dashboards (Premium Analytics) display data of various types in different formats. Dashboards are customizable. Trend reports containing specific statuses over different time ranges are built in as a standard.**
3.1.3.7 Display Cases: the central case display must show at least the following data for each: case type, case number, short description, assigned to, deadline, status, etc	Yes	**The mentioned fields are mostly standard. Additionally, customized views and lists can be user-defined and created by a user.**
3.1.3.8 Display Cases: by default, cases must be	Yes	**This is a default setting. The Incident number is generated automatically**

displayed in the order of their arrival on the master compliant display.		**and increments sequentially.**
3.1.3.9 Display Cases: must have the ability to sort and filter complaint displays.	Yes	**Sorting and filtering are available in addition to other options, including grouping.**
3.1.3.10 Display Cases: all case listings and reports must display real-time information as referrals and cases are entered, assigned and closed.	Yes	**All data displayed is in real-time.**
3.1.3.11 Pending Cases: pending cases will appear in a separate queue/ listing (sorted) for manager review.	Yes	**All pending and open items are displayed in its own queue by default. Additionally, a user can design their own custom view as well.**
3.1.3.12 New Case Notification: the system must deploy email notifications to indicate when a new compliant has been recorded.	Yes	**Automated email notifications are triggered to specific individuals or groups of individuals.**
3.1.3.13 Case Assignment: managers or other users with proper access controls will be able to select an investigator and assign a case to that individual.	Yes	**Based off of access assigned to a user's role, the user will have access to assign a report/case to an individual. In D3, this permission level is set under a Role's privileges to designate the assigning capabilities. For instance, ability to assign to any user, ability to assign a user from a specific group. Also, groups and group members are user-defined.**
3.1.3.14 Case Assignment: with proper access control, each user must have the ability to self-assign unassigned inquiries according to the user's availability and specialization in inquiry types.	Yes	**A user with the right permissions can take ownership of a report/case in queue. By default, a creator of a report/case is the assigned individual unless otherwise changed manually or automatically.**
3.1.3.15 Case Assignment: assignment of a case must trigger an email notification to the investigator assigned to the case.	Yes	**Assigned individuals are notified by automatic email notifications set within the application. Various options for notifications exist at the report/case level and at a trend report level. This includes various categories of triggers, including time based, category or option-based notifications.**
3.1.3.16 **Assignment Notification:** email notification must contain a link to the case record, where the investigator must confirm or decline ownership.	Yes	**An email notification link is embedded into the email notification sent to the assignee. A simple workflow can also be customized providing the investigator chosen as the assignee to indicate decline.**
3.1.3.17 Assignment Confirmation: once a case has been assigned it must remain in the pending queue or listing until the investigator confirms ownership.	Yes	**An open/pending status can be triggered and remain until ownership. Custom statuses can be defined as well; for instance, "In Progress" when ownership can been processed. Further customization and refinement can be made to enhance the proposed workflow design.**
3.1.3.18 Case Re-assignment: a declined investigation must trigger an email notification to the manager that assigned the case with an explanation. Manager must be able to re-assign	Yes	**Flexible configuration and workflow options will provision this requirement to decline and trigger an automated email notification with details. The Manager overlooking the reports/cases will have access to re-assigning. Further customization and refinement can be made to**

Requirement	Compliance	Comments
case to another investigator.		enhance the proposed workflow design.
3.1.3.19 Due Dates: the deadline field shall contain a notation of when the complaint must be closed in order to meet executive management guidelines.	Yes	**Deadlines can be defined through built-in or user defined fields.**
3.1.3.20 Escalation Notices: once a case goes past the due date or remains inactive for more than a desired time frame Management will be automatically notified via email.	Yes	**Time based notifications are available to trigger. A time can be chosen as well; for instance: 30, 60 or 90 day notification.**
3.1.3.21 Escalation Notices: emailed escalation notices must contain a link to the case file in question.	Yes	**A link is embedded into the notification.**
3.1.3.22 Case Status: the status field shall indicate the status of the inquiry such as unassigned, assigned, critical (near deadline), closed, etc. Must be able to accommodate customized status.	Yes	**Custom Statuses are available. These statuses can be displayed in various areas of the application, including notifications.**
3.1.3.23 Follow-up Actions: it must be possible to create tasks that are to be completed at a future date and to set reminders of this task. It must be possible to close the investigation file, but still have open actions that must be completed at a future date.	Yes	**Manual and automated tasks can be created based off of specific criteria. Tasks can be handled independently of the report/case.**

Requirement	Compliance	Comments
3.1.4.1 Case Types: must have the ability to log different case types with unique numbering for each: i.e. election, charities, notaries, and individual/firm private investigators/security guards.	Yes	**Case/report categories can be user-defined and the application can compensate for any category and classification. The Incident number is automated for the Incident Report module. For the Case Management and Investigations module case numbers can be defined.**
3.1.4.2 Case Numbering: case numbering shall be customizable alphanumeric sequential codes.	Yes	**Sequence generator rules can be customised.**
3.1.4.3 Audit Trail: the system will automatically populate time stamps at the time of receipt and time of closure of case records.	Yes	**Time-stamps are automated. An audit-trail is kept and it stamps a time for every action taken.**
3.1.4.4 Audit Trail: all event log entries will automatically be populated with the time of their entry into the system.	Yes	**Each action and click made is tracked in the history/audit trail. Additionally, D3 provisions an Activity Log module with a complete audit of the entire application as well.**
3.1.4.5 Audit Trail: case views and sub record views will be logged.	Yes	**All case views, edits, and sub-record views are logged by default.**

Requirement	Compliance	Comments
3.1.4.6 Audit Trail: field level changes that include before and after status will be logged.	Yes	**Versions of each change made are included in the audit trail for access.**
3.1.4.7 Data Migration: must have the ability to migrate records from Agency operated Legacy case management system on a filed-to-field basis.	Yes	**D3 provisions field-to-field mapping and legacy data migration from different formats. SQL scripting is used to import data into the D3 database.**
3.1.4.8 Access Controls: must have the ability to restrict access based on Department the user belongs to.	Yes	**Access controls are provided for restrictions by department as well as other categories like location.**
3.1.4.9 Access Controls: must have the ability to restrict access to the field level.	Yes	**Access control is versatile and can be restricted to the field level.**
3.1.4.10 Access Controls: must have the ability to customize access levels to incorporate read only, input only and other levels of access.	Yes	**Access control includes read-only, write and deny levels by default.**

Requirement	Compliance	Comments
3.1.5.1 Web based: must be a 100% web based application that does not require installation of software on desktops or servers.	Yes, the software is a completely web-based platform where all data is accessed.	**In a D3 hosted (SaaS) solution there is no requirement to install. However, if an o- premise solution is chosen, a server installation is required.**
3.1.5.2 Cross Browser Support: must support popular web browsers including Explorer, Firefox, Safari and Chrome.	Yes, multi-browser support is available.	**Chrome is the most recommended browser to use; however the other browsers are available by default for both web and mobile access.**
3.1.5.3 Mobile: must be accessible and usable on tablets and smartphones through web browser.	Yes, web browser support is available for mobile units.	
3.1.5.4 Web Connections: must be accessible from dial-up (56K) or better Internet connections.	Yes, the application is accessible with the mentioned connection speeds.	**High-speed internet connection is recommended on a desktop platform.**
3.1.5.5 Web Services: software must be able to use web services for integration.	Yes, integration options are	**Integrations are recommended to further improve and grow the application usage. D3 provisions an API for integrations as well.**

		available.	

Requirement	Compliance	Comments
3.1.6.1 Training: must provide tailored training solutions that accommodate the needs of users at every level either on-site at the West Virginia Secretary of State's Office or via interactive web conference.	Yes	**Training is provided to users at all levels. A train-the-trainer approach is mostly used. Training material, including documentation and video presentations are also available. Training is tailored to the final product supplied specifically for the users. Additionally, on-site training is available.**
3.1.6.1.1 Training solutions will need to provide a step-by-step walk through on how to navigate the system, how to open, assign, accept, manage, close a case, and how to generate reports from both the case manager and investigators viewpoint.	Yes, step by step training is provided.	**Each group or level of users is provided training as a standard.**
3.1.6.1.2 Training should be provided to the Agency following installation and acceptance of the system.	Yes	**Training is factored into the project's timeline provided post-installation and UAT testing.**
3.1.6.1.3 Training solutions should also be made available in a written format for reference.	Yes	**Documentation and help guides are provisioned.**
3.1.6.2 Software Maintenance: an annual software maintenance agreement (SMA) must be offered that provides, but is not limited to, the option to maintain data storage on a secured server, updated software releases, and technical support. Vendor must provide the cost of maintenance for optional renewals of years 2, 3, and 4. Annual optional renewals will be initiated by the Agency and processed and issued by the West Virginia Purchasing Division.	Yes	**Annual maintenance and software upgrades are included in the annual maintenance cost. There are no additional costs for upgrades to the latest version. Technical support is available year-round. Additionally, walkthroughs are provided to help users identify changes in the new version and feature-benefits.**
3.1.6.2.1 As part of maintenance Vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes, software updates and modifications, and otherwise maintain the system at no cost to the Agency.	Yes	**Annual upgrades include any improvements to the application, new features and updates at no additional cost. Support also includes updating or performing ad-hoc upgrades in the form of patches, if necessary outside the annual upgrades.**
3.1.6.2.2 Vendor should provide with their bid a copy of any Software Terms and Conditions or	Yes	**This will be attached to D3's electronic bid submission.**

licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.		
3.1.6.2.3 Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.	Yes	**This will be attached to D3's electronic bid submission.**
3.1.6.3 Warranty and Maintenance contract must include the following: 3.1.6.3.1 Software support. 3.1.6.3.2 Version upgrades and bug fixes.	Yes	**This will be attached to D3's electronic bid submission.**

Requirement	Compliance	Comments
3.1.7.1 Meet with the Agency as is necessary to plan data conversion, system customization, and implementation. At least two (2) on-site visits are required, but the Vendor shall include the costs of these required visits and any additional visits they expect to need to conduct in their bid.	Yes	**The training pricing provided includes two on-site visits.**
3.1.7.2 Provide a complete schedule for installation and implementation within ten (10) calendar days of award of the contract. The schedule should indicate all phases of installation and implementation.	Yes, as a part of the project timeline.	**The installation schedule will be included as a part of the project timeline. For a D3 hosted (SaaS) solution, the installation itself only takes a single day to complete. The implementation process includes different phases of the project and is not limited to requirements and configuration. A complete schedule for installation and implementation will be provided upon award.**

Requirement	Compliance	Comments
3.1.8.1 Vendor shall set-up, configure and test the systems to meet the agency's requirements. The agency shall consider the systems acceptable upon the completion of ten (10) operational working days, with no unresolved issues or problems. Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality, (2.) completion of all training.	Yes	**A dedicated D3 Customer Success Manager is responsible for completing all phases of the project's implementation, including requirements gathering, provisioning a testing environment, providing training, and processing change requests.**

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty. Future requests for optional warranty and maintenance renewals will be based on these dates.		

Requirement	Compliance	Comments
3.1.9.1 The system should be a turn-key offering of application software, technical support services, installation, and training. Customization for the first year should not be needed and addressed by the company in order to meet all general requirements listed and operate accordingly.	Yes	**D3 has a turn-key solution with the provision of built-in templates and solutions. This includes industry best-practices. D3 Customer Success Managers are dedicated to ensure that the system includes all above mentioned benefits and ongoing support to customize the solution as needed.**
3.1.9.2 All (post-Acceptance) customization requiring hours from the Vendor shall include all installation, testing, and post-installation defect correction.	Yes	**Post-Acceptance customization includes installation, testing and any defects that need to be corrected.**
3.1.9.3 No (post-Acceptance) customization will result in a change of the cost of the basic support, maintenance, or hosting as provided in the original Contract or upon Contract renewal for any subsequent years.	Yes	**Provided that customization is within the boundaries of standard configuration of the system, this statement is true. If D3 development is required for any items that may not have been factored into the initial agreement (such as integrations) then a cost may be associated.**

Requirement	Compliance	Comments
3.1.10.1 The Vendor shall install and maintain the system on their own infrastructure with appropriate, industry-standard security and access management controls. Agency must be notified immediately of any breach (e.g., unauthorized data acquisition) to the system.	Yes	**A D3 hosted (SaaS) solution ensures that D3's servers are utilized and updated to maintain optimal security.**
3.1.10.2 The Vendor should provide continuous access to the system. However, it is understood that the system may require expected outages for maintenance. Vendor shall perform all planned	Yes, access is continuous.	**Planned system outages are performed with consent only.**

system outages during off-peak hours (between 12:00 a.m. and 6:00 a.m. EST unless systematically required to be performed otherwise), and shall notify the Agency in writing (e-mail suffices) prior to any such outage, providing the estimated date and time of the outage, and brief explanation of the cause of the outage.		
3 1.10.3 In the event of an unplanned outage, the Vendor shall notify the Agency in writing (e-mail suffices) as soon as is practicable, or within one-hour after the outage begins, whichever occurs first, and shall provide the time of the beginning of the outage and the estimated time for when the outage will end.	Yes	**Emergency or unplanned outages will be notified as soon as possible as per procedure, including steps taken to correct the issue.**
3.1.10.4 Upon Contract expiration and/or termination, the Vendor shall work jointly with any subsequent Vendor to supply transition during the conversion and system startup.	Yes	**D3's procedure includes assisting transition.**
3.1.10.5 At the close of the Contract, the WV Secretary of State shall retain control of any intellectual property that is developed for the Board and essential to on-going operations. During the Contract period, and any renewal periods the WV Secretary of State shall be licensed to use, for its own purposes, the intellectual property furnished for use with the System, including software, communications protocols, processes, and procedures.	Yes	**All data will be transitioned and then a purge procedure will be initiated as per an agreed time.**

Pricing

4.1 D3 Security Quote

Full quote will be submitted separately and electronically as part of D3 Security's bid.

EXHIBIT A- Pricing Page
CRFQ SOS1800000004
West Virginia Secretary of State
Case Management System

Case Management:
$4,000
Incident Management:
$4,000
E-Alert:
$3,000
Premium Analytics:
$2,500
Named User Licenses
$925/License
Legacy Data Migration:
$6,000
Set-up and Configuration:
200/hour at 50 hours
Training:
$200/hour at 32 hours

Year 1 Unit Price:

Year 2,3,4 Unit Price:

Case Management:
$4,000
Incident Management:
$4,000
E-Alert:
$3,000
Premium Analytics:
$2,500
Named User License
$925/License

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Price	Extended Cost
1	Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty	D3 Security pricing includes 1 Case Management Module, 1 Incident Reporting Module, 1 E-Alert Module, Premium Analytics, 20 User Licenses (includes mobile licenses), Historical Data Migration, Set-up, Configuration and Training (with 2 on-site visits as part of the training process). Support and Maintenance are inclusive of the SaaS Subscription and are at no additional cost.	Lump Sum	1		$57,400
2	Second Year Maintenance and Support/Warranty		Year	1		$32,000
3	Third Year Maintenance and Support/Warranty	With SaaS being an Annual Subscription model, Modules and Licenses purchased are an annual, recurring cost. Support and Maintenance are inclusive and are at no additional cost.	Year	1		$32,000
4	Fourth Year Maintenance and Support/Warranty		Year	1		$32,000

UNIT PRICES

Item						
	Unit Prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.					
5	Customization Programing	Customization is a part of the D3 System where programming is not required and can be done by the customer in a DYI fashion at any time, so this is at no additional cost. This does not include new integrations, altering the format of a form outside of the D3 "look and feel" or customized exports. The development fees are varying for these services, so further scoping will be required.	Hour	80		

Lowest Overall Total Cost (Item # 1+2+3+4+5) = $153,400 USD

Contract evaluation will be of the lowest overall total cost. Award will be the lump sum amount, implementation and year one maintenance only. 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.

Vendor Name: ___D3 Security Management Systems Inc.___

Authorized Signature: ___Abeer___

THANK YOU

D3 is dedicated to working with West Virginia Secretary of State's Office on an on-going basis to ensure that you meet your desired operational objectives. If you have any questions about the information provided in this document or would like additional information about our solution, please do not hesitate to contact me.

Thank you very much for your consideration. I look forward to working with you.

ANNA KONAREVA
Director, Vertical Solutions
D3 Security Management Systems
T: 1.778.771.2095
C: 1.647.688.8921
akonareva@d3security.com

This Subscription Agreement for D3 vSOC Service (this "**Agreement**") is by and between D3 Security Management Systems Inc. ("**D3**") and the Customer referenced in a Purchasing Document (collectively the "**Parties**" and each a "**Party**").

This Agreement is comprised of the following documents (each a "**Contract Document**"): (a) Purchasing Documents; and (b) the General Terms and Conditions (including Schedules "A" and "B") set out below.

GENERAL TERMS AND CONDITIONS

1. Licenses and Other Definitions

1.1 **Kinds of Licenses:** This Agreement refers to the following kinds of licenses, which are defined as follows:

(a) "**Base License**" means a license for Customer to include a vSOC Module in the vSOC Service for use by Authorized Users pursuant to valid and subsisting Named User Licenses as set out in this Agreement.

(b) "**Named User License**" means a license that Customer may assign to one (1) Authorized User to permit the Authorized User to use one (1) Client Device to remotely access and use (through the access mechanisms purposefully made available by D3) the vSOC Service for the internal business purposes of Customer and Affiliates only. For greater certainty, a Named User License permits the applicable Authorized User to access and use any and all vSOC Modules that are part of the vSOC Service pursuant to valid and subsisting Base Licenses.

1.2 **General Definitions:** In this Agreement, the following terms have the following meanings, and all other capitalized terms have the meaning specified elsewhere in these General Terms and Conditions or in other Contract Documents:

(a) "**Affiliate**" means an entity that controls, is under common control with or is controlled by Customer. For the purposes of this definition, "**control**" (including, with correlative meanings, the terms "**under common control with**" and "**controlled by**") means: (i) ownership of fifty percent (50%) or more of the voting shares issued by an entity; or (ii) the ability to elect a majority of the directors of an entity.

(b) "**Authorized User**" means a specific, named individual to whom Customer has assigned a valid and subsisting Named User License and who is authorized by Customer or an Affiliate to remotely access and use the vSOC Service on behalf of Customer or an Affiliate for the internal business purposes of Customer or an Affiliate only.

(c) "**Client Device**" means a compatible personal computer or mobile computing device that meets the minimum requirements set out in the applicable Documentation and that is running either: (i) a compatible Internet browser software application that meets the minimum requirements set out in the applicable Documentation; or (ii) a supported version of a compatible Mobile App.

(d) "**Customer Data**" means data submitted to the vSOC Service by Authorized Users or created in the vSOC Service by Authorized Users.

(e) "**Customer Environment**" means a discrete environment within the vSOC System containing all Customer Data and providing access to all vSOC Modules for which Customer has valid and subsisting Base Licenses.

(f) "**Documentation**" means user manuals and other documentation and materials regarding a vSOC Module, and all updates to any of those items made available by D3 to Customer from time to time.

(g) "**License**" means a Base License or a Named User License purchased by Customer pursuant to this Agreement.

(h)   "**Maintenance and Support**" has the meaning set out in Schedule "B".

(i)   "**Mobile App**" means a proprietary software application, designed to be installed and used on a compatible mobile device to remotely access the vSOC Service, that is distributed by D3 through a third party online application store (for example, Apple's iOS App Store).

(j)   "**Professional Services**" means services relating to Customer's use of the vSOC Service that are performed by D3 for Customer pursuant to this Agreement.

(k)   "**Purchasing Document**" means a document (e.g. a cover page, subscription registration notice or invoice) that specifies details of the Licenses or Services purchased by Customer under this Agreement and is either issued to Customer by D3 or D3's authorized distributor or signed by both Customer and D3 or D3's authorized distributor.

(l)   "**Services**" includes Maintenance and Support and Professional Services.

(m)   "**vSOC Module**" means a discrete proprietary online service module designed to form part of the vSOC Service.

(n)   "**vSOC Service**" means an online virtual security operations centre, comprised of specific vSOC Modules for which Customer has valid and subsisting Base Licenses and which is made available by D3 for remote access and use by Authorized Users pursuant to valid and subsisting Named User Licenses.

(o)   "**vSOC System**" means the software, technologies, infrastructure, information and data (excluding Customer Data) used by D3 to provide the vSOC Service to Customer.

2.   The vSOC Service

2.1   **Licenses:**

(a)   **General:** Subject to the provisions of this Agreement and Customer's prompt payment of all applicable fees, D3 grants to Customer the number and types of Licenses specified in Purchasing Documents. Each License is non-exclusive, personal to Customer, non-sublicensable, non-transferable, limited, and is subject to the provisions of this Agreement.

(b)   **Duration of Licenses:** Unless the applicable Purchasing Document expressly states otherwise: (i) the initial term of each License will commence on the date of the Purchasing Document for the License and will continue for twelve (12) months, unless terminated earlier pursuant to this Agreement; and (ii) following the initial term of a License, the License will automatically renew for additional, consecutive twelve (12) month renewal terms unless the License is terminated earlier pursuant to this Agreement or unless either Party gives a notice of non-renewal to the other Party by no later than sixty (60) days before the end of the initial term or the then-current renewal term of the License.

(c)   **License Management Technologies:** The vSOC System contains certain license management technologies ("**LMT**") that will: (i) terminate Authorized Users' access to a vSOC Module when the applicable Base License expires or is terminated; and (ii) limit the use of each Named User License to one (1) active Client Device at a time. A Named User License will remain active and assigned to the Client Device until the remote connection between the Client Device and the vSOC Service is terminated.

(d)   **Changing Authorized Users:** Each Named User License may be assigned by Customer to only one (1) Authorized User, and may not be shared by Authorized Users or transferred from one Authorized User to another Authorized User, except that if an Authorized User to whom a Named User License has been assigned no longer requires any use of the vSOC Service, as a result of employment termination or permanent role reassignment, then the Named User License may be transferred from that Authorized User to a replacement Authorized User.

2.2   **Documentation:** Each Base License for a vSOC Module includes a non-exclusive, personal to Customer, non-sublicensable, non-transferable, limited license for Customer to use and reproduce the Documentation regarding the vSOC Module during the term of the Base License to the extent reasonably necessary to facilitate the use of the vSOC Module by Authorized Users pursuant to valid and subsisting Named User Licenses.

2.3   **Customer Environments:** During the term of this Agreement, D3 will establish for Customer two (2) Customer Environments: (a) a production environment, which may be used by Authorized Users

for day-to-day live productive use of the vSOC Service; and (b) a testing or staging environment, which may be used by Authorized Users for non-production configuration and testing of vSOC Modules for which Customer has a valid and subsisting Base License.

2.4 **Restrictions/Requirements**: Customer and Users will use the vSOC Service in accordance with the applicable Documentation provided by D3. Customer and Users will not: (a) use, or provide or permit access to or use of, the vSOC Service or Documentation by any person, for any purpose or in any manner except as expressly permitted by this Agreement; (b) use the vSOC Service in a way that interferes with or disrupts the integrity or performance of the vSOC Service, a Customer Environment, vSOC Systems, or related systems, networks or data, or to attempt to gain unauthorized access to the vSOC Service, a Customer Environment, vSOC Systems or related systems, networks or data; (c) copy, reproduce, translate, modify, enhance, or create derivative works from the vSOC Service (including any vSOC Module) or Documentation; (d) license, sublicense, grant, sell, resell, lend, lease, loan, share, transfer, assign, pledge, publish, transmit, publicly display or perform, distribute, rent, create any interest in, commercially exploit, or otherwise give or make available or permit the use of the vSOC Service or its functionality or performance or any results of its use to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge, except as expressly permitted by this Agreement; (e) alter, attempt to circumvent, destroy, obscure, or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures, or agreements on, in or in relation to the vSOC Service; (f) reverse engineer or otherwise access or use the vSOC Service in order to: (i) attempt to access the source code for any of the software used by D3 to provide any aspect of the vSOC Service (including a vSOC Module); (ii) create a product or service that is competitive with the vSOC Service or any other product or service offered by D3, or a product or service using similar ideas, features or functions; or (iii) monitor or assess the availability, performance, or functionality of the Service, or for any other benchmarking or competitive purposes; or (g) permit, assist or encourage any other person to do any of the foregoing in this section 2.4 or to commit any act or omission that would be a breach of this Agreement if committed by Customer or an Authorized User. A restriction set out in this section 2.4 does not apply if and to the extent, but only to the extent, that the restriction is prohibited by applicable law.

2.5 **Acceptance:** Customer will have ten (10) days from the date on which a vSOC Module is first made available to Customer (the "**Review/Testing Period**") to review and test the vSOC Module to verify that the vSOC Module conforms to applicable specifications set out in the applicable Documentation. If Customer determines that a vSOC Module conforms to applicable specifications set out in the applicable Documentation, then Customer will promptly deliver a written acceptance notice to D3. If Customer reasonably determines that a vSOC Module does not conform to applicable specifications set out in the applicable Documentation, then by or before the end of the applicable Review/Testing Period Customer will deliver to D3 a written rejection notice for the vSOC Module describing with reasonable specificity and detail all nonconformities. If Customer delivers a written rejection notice regarding a vSOC Module by or before the end of the applicable Review/Testing Period, then D3 will use commercially reasonable efforts to revise the vSOC Module to remedy the nonconformities specified in Customer's rejection notice and make the revised vSOC Module available to Customer for further review and testing by Customer in accordance with the procedure specified in this section 2.5, and the Review/Testing Period for the revised vSOC Module will commence on the date that D3 makes the revised vSOC Module available to Customer for further review and testing. A vSOC Module will be deemed accepted by Customer if: (i) Customer does not give a written rejection notice for the vSOC Module by or before the end of the Review/Testing Period; or (ii) Customer begins using the vSOC Module for any purpose other than for review and testing pursuant to this section 2.5. If a vSOC Module is not accepted or not deemed accepted by Customer within thirty (30) days after the date on which the vSOC Module is first made available to Customer, then D3 in its discretion will either: (a) extend the time for the review and testing process; or (b) terminate the Base License for the vSOC Module effective upon notice to Customer and refund to Customer the fees (if any) previously paid by Customer for the terminated Base License. Customer may deliver acceptance notices and rejection notices to D3 by sending the notices by email to sales@d3security.com.

2.6 **Mobile Apps:** D3 in its discretion will make one or more Mobile Apps available for download through the applicable third party online app store. The downloading and use of a Mobile App are governed by this Agreement and the end user license agreement that applies to the Mobile App.

2.7 **Authorized Users:**

(a) **General:** Customer will access and use the vSOC Service only through Authorized Users using valid and subsisting Named User Licenses purchased by Customer. Customer will ensure that

Authorized Users use the vSOC Service only on behalf of Customer and Affiliates and strictly in accordance with the restrictions and requirements set out in this Agreement.

(b) **Administrators:** Customer will appoint and authorize one or more Authorized Users (each an "**Administrator**") to administer use of the vSOC Service by other Authorized Users, including the appointment and termination of other Authorized Users. A Purchasing Document may specify the maximum number of Administrators. For greater certainty, an Administrator must have a valid and subsisting Named User License in order to administer use of the vSOC Service by other Authorized Users.

(c) **Customer Responsibility:** Customer is fully responsible and liable for all acts and omissions by or on behalf of each Authorized User and the Authorized User's access to and use of the vSOC Service, Documentation, Mobile Apps and Services, and the results obtained therefrom. Customer will ensure that each Authorized User fully complies with all of the requirements, restrictions and limitations set out or referenced in this Agreement regarding the vSOC Service, Documentation, Mobile Apps and Services.

(d) **Registration/Changes/Termination:** The vSOC System will provide an Administrator with access to online controls to authorize and terminate other Authorized Users' registration to use the vSOC Service, to assign Named User Licenses to Authorized Users and to transfer Named User Licenses (as permitted by this Agreement). Customer may submit (including by email) a written request to D3 requesting that D3 terminate an Administrator's registration to use the vSOC Service. D3, acting reasonably, may refuse to register an individual as an Authorized User, and may restrict, suspend or terminate (in whole or in part) an Authorized User's registration to access and use the vSOC Service. Each Authorized User will be considered to be an active Authorized User unless and until his or her registration to use the vSOC Service is terminated by an Administrator or D3 in accordance with this Agreement.

(e) **Credentials:** The vSOC System will require each Authorized User to use a valid and subsisting user name and password registered with the vSOC System (collectively "**Credentials**") in order to remotely access and use the vSOC Service pursuant to a Named User License assigned to the Authorized User. Credentials are specific to the Authorized User for whom they are registered, and may not be shared with or transferred to any other person. Customer will ensure that each Authorized User keeps his or her Credentials secure and confidential at all times, does not permit any other person to use his or her Credentials, and immediately notifies D3 if he or she knows or suspects that his or her Credentials have become known to or used by any other person. Customer is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. D3 in its discretion may require proof at any time of the identity and authority of any person using Credentials and may refuse to accept or act upon any communication if D3 is not satisfied with the provided proof. If D3, in its discretion, considers a Credential to be unsecure or to have been used inappropriately, then D3 may immediately cancel the Credential without any notice to Customer, the affected Authorized User or any other person. D3 may require Authorized Users change their Credentials from time to time.

(f) **Monitoring Use:** The vSOC System contains technologies that monitor, record and report to D3 information regarding each Authorized User's access to and use the vSOC Service, and D3 may use that information for system administration purposes and to provide the vSOC Service and related services to Customer, and may disclose or make that that information available to Customer and Customer's other personnel (including Administrators). Customer will obtain from each Authorized User his or her informed consent to the collection, retention, use, storage, processing and disclosure of information regarding the Authorized User's access to and use of the vSOC Service as set out in this section 2.7(f) and as otherwise permitted by applicable law.

2.8 **Customer Data:**

(a) **General:** During the term of this Agreement, Authorized Users may use the vSOC Service to store Customer Data in a Customer Environment and to access and use Customer Data (which may include Customer Data provided by other Authorized Users) in the Customer Environment.

(b) **Security:** D3 will use commercially reasonable efforts appropriate to perceived risk to provide a commercially reasonable level of security for vSOC Systems to maintain the confidentiality and integrity of Customer Data while stored in a Customer Environment. If D3 becomes aware of a security breach of vSOC Systems that affects the security of Customer Data while stored in a Customer Environment, then D3 will notify Customer of the security breach, inform Customer of

the steps being taken by D3 to resolve the security breach and prevent similar security breaches in the future, and reasonably cooperate with Customer to mitigate the adverse effects of the security breach.

(c) **Encryption:** Customer Data stored in a Customer Environment will not be encrypted unless Customer purchases a Base License for a vSOC Module that provides data encryption functionality.

(d) **Post-Term Access to Data:** Upon expiration or termination of this Agreement: (a) D3 will store all Customer Data that is then in a Customer Environment for a period of thirty (30) days (the "**Data Protection Period**") or until Customer delivers a Data Destruction Notice (specified below), whichever is sooner; (b) upon request by Customer during the Data Protection Period, D3 will permit Customer to remotely access and download a full and complete copy of the Customer Data during the Data Protection Period; and (c) upon expiration of the Data Protection Period or receipt by D3 of a notice from Customer expressly directing D3 to destroy all Customer Data (a "**Data Destruction Notice**"), D3 will promptly permanently and irretrievably delete and destroy all Customer Data in all Customer Environments, and upon written request by Customer D3 will deliver to Customer a letter, signed by a senior D3 representative, certifying that D3 has complied with its obligations regarding the destruction of Customer Data set out in this section 2.8(d).

2.9 **Service Level:** Subject to the provisions of this Agreement, D3 will use commercially reasonable efforts so that the vSOC Service meets or exceeds the Service Level Guarantee specified in Schedule "A".

3. Affiliates

3.1 **General:** Customer is fully responsible and liable for all acts and omissions by or on behalf of each Affiliate, and all liabilities of each Affiliate, as if the acts, omissions and liabilities were those of Customer itself.

3.2 **Restrictions/Requirements:** Customer will ensure that each Affiliate complies with all of Customer's obligations set out in this Agreement (including sections 2.4, 2.6, 7.4 and 7.5) relevant to the Affiliate's use of the vSOC Service, Mobile Apps, Documentation and Services.

3.3 **Affiliate Covenant:** Before Customer allows an Affiliate to use or benefit from the vSOC Service, Documentation or Services, Customer will require the Affiliate to expressly covenant and agree to and for the benefit of D3 that the Affiliate is bound by the liability exclusions and liability limitations set out in section 10 and that D3 may rely upon and enforce the Affiliate's covenant and agreement as an intended third party beneficiary. Customer will enforce each Affiliate's covenant and agreement set out in this section 3.3 and is responsible and liable to D3 for any breach by an Affiliate of the covenant and agreement set out in this section 3.3.

3.4 **Former Affiliates:** If an entity that is an Affiliate is using or benefitting from the vSOC Service pursuant to this Agreement ceases to qualify as an Affiliate, then Customer will ensure that the entity immediately ceases using and benefitting from the vSOC Service.

3.5 **Affiliates are not Parties:** For greater certainty and notwithstanding any other provision of this Agreement: (a) an Affiliate is not a party to this Agreement; (b) Licenses are granted to Customer only (not to an Affiliate); and (c) an Affiliate's ability to use the vSOC Service, Documentation and Services is derived from the Licenses granted to Customer under this Agreement.

4. Services

4.1 **Maintenance and Support:** During the term of this Agreement, D3 will provide Customer with Maintenance and Support for Customer's use of the vSOC Service as set out in Schedule "A".

4.2 **Professional Services:** Upon request by Customer, D3 in its discretion may agree to provide Professional Services to Customer as set out in a Purchasing Document (including a related statement of work). A statement of work regarding Professional Services will not be valid or binding unless and until the statement of work is in writing and signed by both Parties. Professional Services may be subject to additional terms and conditions set out or referenced in the applicable Purchasing Document or statement of work.

5. Fees

5.1 **Fees:** Customer will pay to D3 or D3's authorized distributor (as specified in a Purchasing Document) the fees for the Licenses and Services specified in each Purchasing Document and as otherwise set out in this Agreement. Unless the applicable Purchasing Document expressly states otherwise, the annual fee for each renewal term (if any) of a License will automatically increase by an amount equal to five percent (5%) of the applicable annual fee in effect immediately prior to the beginning of the renewal term.

5.2 **Taxes:** Fees are exclusive of all applicable federal, state, provincial, and municipal sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments of any nature whatsoever now or hereafter imposed (collectively "**Taxes**"). Customer is solely responsible and liable for, and will pay and remit promptly, all Taxes (other than corporate income taxes payable by D3) associated with, based on or due as a result of fees payable under this Agreement, and all related interest, penalties and expenses.

5.3 **Invoices/Payments:** D3 or its authorized distributor will issue invoices for fees payable by Customer under this Agreement. Unless a Purchasing Document expressly states otherwise: (a) each invoice is due and payable within thirty (30) days after the date of the invoice; (b) the annual fee for each License is payable in advance; and (c) D3 may require advance payment of an invoice before performing Services. Payment obligations are non-cancellable and advance payments are non-refundable (except as expressly set out in section 2.5). Overdue payments are subject to interest at a rate of 1% for each month (12% per annum) or fraction thereof that the payment is overdue, or the highest rate permitted by applicable law, whichever is lower. Except to the extent required by applicable law, all amounts payable to D3 or its authorized distributor under this Agreement are payable in full without any deduction or withholding.

6. Ownership/Proprietary Rights

6.1 **Customer Data:**

(a) **Ownership:** As between the Parties, Customer will at all times own and retain all rights, title and interests (including intellectual property rights) throughout the world in, to and associated with all Customer Data. Except for the limited licenses to use Customer Data expressly set out in this Agreement, D3 will not acquire any right, title or interest in, to or associated with any Customer Data.

(b) **D3 Use of Customer Data:** Customer hereby grants and agrees to grant to D3 a non-exclusive, royalty-free, world-wide right and license during the term of this Agreement to Use Customer Data for the sole purpose of performing D3's obligations (including providing the vSOC Service) or exercising D3's rights under this Agreement. In this Agreement, "**Use**" means any and all forms and methods of use, including access, adapt, alter, archive, backup, change, collect, combine with and incorporate into other works, communicate (including by telecommunication), configure, copy, create derivative works from, delete, edit, enhance, host, install, load, modify, reformat, reproduce, store, translate and transmit.

6.2 **vSOC Modules/vSOC Service:** As between the Parties, D3 and its licensors will at all times own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with each vSOC Module, the vSOC Service, the vSOC System and Documentation. Customer will not acquire any right, title or interest in, to or associated with any of the vSOC Modules, the vSOC Service, the vSOC System or Documentation. All rights not expressly granted under this Agreement are reserved to D3.

6.3 **U.S. Government Entities:** If Customer is a branch or agency of the United States Government, then this section 6.3 applies. vSOC Modules, the vSOC Service and Documentation consist of "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. §12.212 and qualify as "commercial items" as defined in 48 C.F.R. §2.101. vSOC Modules, the vSOC Service and Documentation are made available or provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set out in 48 C.F.R. §12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set out in 48 C.F.R. §227.7202-1 and §227.7202-3. The United States Government will acquire only the limited licenses and rights expressly set out in this Agreement with respect to vSOC Modules, the vSOC Service and Documentation, and any use of vSOC Modules, the vSOC Service or Documentation by the United States Government constitutes: (i) agreement by the United States

Government that that vSOC Modules, the vSOC Service and Documentation are "commercial computer software" and "commercial computer software documentation" as defined in this section; and (ii) acceptance of the rights and obligations set out in this Agreement. Contractor/manufacturer is D3 Security Management Systems Inc., Suite 1000 - 1090 West Georgia Street, Vancouver British Columbia, Canada, V6E 4V2.

6.4   **Feedback:** If Customer, Affiliates or Authorized Users give feedback about vSOC Modules, the vSOC Service, the vSOC System or Documentation (including ideas or suggestions for enhancements or improvements to those items) to D3, then D3 and its successors, assigns and licensees may use and commercialize the feedback without providing any compensation to Customer, Affiliates, Authorized Users or any other person. For greater certainty, Customer, Affiliates and Authorized Users will not include in feedback to D3 any information that is confidential or proprietary to Customer, Affiliates, Authorized Users or any other person.

6.5   **Trademarks:** D3™, D3 Security™, D3 Cyber™, the D3 Logo, vSOC™ and other related logos and marks are registered or unregistered trademarks of D3. Customer does not have any license or right to use any of those trademarks.

7.   Additional Obligations

7.1   **No Disclosure of Confidential/Regulated Information:** Except for Customer Data transmitted to or stored in the vSOC Service, Customer will not disclose to D3 any information that Customer considers to be confidential or proprietary to Customer or any other person (including Customer's clients or employees) or any information (including personal information) the disclosure or use of which is regulated by applicable law.

7.2   **Representations/Warranties of Customer:** Customer represents and warrants to D3 that Customer has the right, power, capacity and authority to enter into and perform Customer's obligations and exercise Customer's rights under this Agreement, and Customer's entering into this Agreement and performance of Customer's obligations and exercise of Customer's rights under this Agreement will not conflict with, or result in the breach of, any express or implied obligation or duty (contractual or otherwise) now or in the future owed by Customer to any other person.

7.3   **Technical Requirements:** Customer is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including Client Devices), software and services necessary for Customer's use of the vSOC Service.

7.4   **Applicable Laws:** Customer will ensure that all use by or on behalf of Customer and Affiliates of the vSOC Service, Documentation and Services complies with all applicable laws, including all laws relating to data privacy, personal information protection, international communications and the exportation and transmission of software, technical data and other regulated materials.

7.5   **Unauthorized Use:** Customer will promptly notify D3 if Customer knows of or suspects any unauthorized access to or use of the vSOC Service.

7.6   **Subcontractors/Service Providers:** D3 in its discretion may engage subcontractors or third party service providers to assist D3 to perform and provide the vSOC Service and Services, but D3 will remain fully responsible for the vSOC Service and Services.

7.7   **Software/Technologies:** Notwithstanding any other provision of this Agreement, under no circumstances will Customer be entitled to directly or indirectly receive or obtain a copy of any of the computer software (whether in machine readable (compiled or object code) format or in source code format) or other technologies used by or on behalf of D3 to provide the vSOC Service or Services.

7.8   **Emergencies:** D3 may temporarily suspend the vSOC Service in order to prevent or remedy unauthorized access to or use of the vSOC Service or the vSOC System, including any actual or attempted access to or use of the vSOC Service or the vSOC System that interferes with or threatens, damages, disrupts, compromises or degrades the integrity, functionality, operation, performance or security of the vSOC Service or the vSOC System, or if D3 reasonably believes that the temporary suspension is reasonably necessary to prevent an imminent risk of harm, liability, loss or damage.

8. Indemnities

8.1 **Indemnity by Customer:**

(a) **Defence and Indemnity:** Customer will defend, indemnify and hold harmless D3 and its service providers and their respective directors, officers, employees and other personnel and representatives from and against any and all claims, complaints, demands, actions, suits and proceedings by a third party (each a "**Third Party Claim/Proceeding**") and all resulting liabilities and obligations (including damages, expenses and costs, including attorney's fees) arising from, connected with or relating to Customer's use of the vSOC Service or Services or any negligence, misconduct or breach of this Agreement by Customer or any person for whom Customer is responsible, except that the foregoing does not apply to an IP Infringement Proceeding or an IP Infringement Judgment for which D3 is obligated to defend or indemnify Customer or Affiliates pursuant to section 8.2.

(b) **Procedure:** If D3 requests that Customer defend and indemnify D3 or any other person in respect of a Third Party Claim/Proceeding pursuant to section 8.1(a), then D3 will: (i) give Customer prompt notice of the Third Party Claim/Proceeding (provided that a failure to give prompt notice will only relieve Customer of Customer's obligations under section 8.1(a) if the failure to give prompt notice has caused, or is likely to cause, prejudice to Customer); (ii) grant control of the defence and settlement of the Third Party Claim/Proceeding to Customer (provided that Customer will not settle the Third Party Claim/Proceeding in a way that requires D3 or any other person to take any affirmative action without D3's prior written consent, which consent will not be unreasonably withheld or delayed); (iii) agrees that the same legal counsel may jointly represent D3, Customer and all other defendants in the Third Party Claim/Proceeding; and (iv) upon request by Customer, reasonably cooperates with and assists Customer regarding the defence and settlement of the Third Party Claim/Proceeding. D3 and its service providers and their respective directors, officers, employees and other personnel and representatives retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to any Third Party Claim/Proceeding.

8.2 **IP Infringement Indemnity by D3:**

(a) **Definitions:** In this Agreement: (i) "**IP Infringement Proceeding**" means an action brought against Customer or an Affiliate by an unaffiliated person in a court of competent jurisdiction in a Protected Jurisdiction that is based solely upon allegations that use of the vSOC Service by Customer or an Affiliate in accordance with this Agreement infringes or misappropriates a copyright or trademark under the laws of the Protected Jurisdiction that is owned by that unaffiliated person; (ii) "**IP Infringement Judgment**" means a final judgment against Customer or an Affiliate in favour of an unaffiliated person issued in an IP Infringement Proceeding to the extent that the judgment is based upon a finding that use of the vSOC Service by Customer or an Affiliate in accordance with this Agreement infringes or misappropriates a copyright or trademark under the laws of a Protected Jurisdiction that is owned by that unaffiliated person; and (iii) "**Protected Jurisdiction**" means Canada, the United States of America and the European Union.

(b) **Defence and Indemnity:** Subject to sections 8.2(c) and 8.2(d), D3 will defend Customer and Affiliates against an IP Infringement Proceeding and indemnify Customer and Affiliates against a resulting IP Infringement Judgment, provided that Customer and Affiliates: (i) give D3 prompt notice of the IP Infringement Proceeding and any related demand (provided that a failure to give prompt notice will only relieve D3 of D3's obligations under this section 8.2(b) if the failure to give prompt notice has caused, or is likely to cause, prejudice to D3); (ii) grant control of the defence and settlement of the IP Infringement Proceeding and any related demand to D3 (provided that D3 will not settle the IP Infringement Proceeding or a related demand in a way that requires Customer or Affiliates to take any affirmative action without Customer's prior written consent, which consent will not be unreasonably withheld or delayed); (iii) agrees that the same legal counsel may jointly represent Customer and Affiliates, D3 and all other defendants in the IP Infringement Proceeding; and (iv) upon request by D3, reasonably cooperates with and assists D3 regarding the defence and settlement of the IP Infringement Proceeding and any related demand. Customer and Affiliates retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to an IP Infringement Proceeding.

(c)   **Additional Remedies:**   Subject to section 8.2(d), if an IP Infringement Judgment prohibits Customer or an Affiliate from continued use of a vSOC Module in accordance with this Agreement, or if at any time D3 reasonably believes that a vSOC Module is likely to become the subject of an IP Infringement Judgment, then D3 in its discretion will either: (i) obtain for Customer and Affiliates the right to continue to use the vSOC Module in accordance with this Agreement; (ii) replace or modify the vSOC Module to make it non-infringing; or (iii) terminate all use of the vSOC Module by Authorized Users and promptly refund to Customer the prorated unused portion of the annual fee for the Base License for the vSOC Module.

(d)   **Exclusions/Limitation:**   Sections 8.2(b) and 8.2(c) do not apply to an IP Infringement Proceeding or an IP Infringement Judgment based upon any actual or alleged infringement or misappropriation arising from, connected with, or relating to any of the following: (i) use of the vSOC Service in combination with any services, technology, software, hardware, data or other materials not provided by D3 or expressly authorized by this Agreement or the applicable Documentation (if the infringement allegation would not have been made absent the combination); (ii) a modification of the vSOC Service by a person other than D3; or (iii) a breach of this Agreement by Customer or any wrongful act or omission by Customer or any person for whom Customer is responsible under this Agreement or at law. Notwithstanding any other provision of this Agreement, in no event and under no circumstances will the total aggregate amount of D3's obligations and liabilities pursuant to this section 8.2 (including all legal fees paid by D3 to defend against IP Infringement Proceedings and all amounts paid by D3 to settle IP Infringement Proceedings or related demands or to satisfy any obligations or liabilities resulting from IP Infringement Judgments) ever exceed the sum of $500,000.

(e)   **Exclusivity:**   This section 8.2 states Customer's sole and exclusive remedies, and D3's entire responsibility and liability, for any and all claims, complaints, demands, actions, suits and proceedings arising from, connected with, or relating to any actual or alleged infringement or misappropriation of any rights (including any intellectual property right) of any unaffiliated person.

9.   Warranty and Disclaimers:

9.1   **Limited Warranty and Remedies:**   D3 warrants that throughout the applicable Warranty Period each vSOC Module made available by D3 to Customer will operate and perform in substantial conformity with the applicable specifications set out in the applicable Documentation. The "**Warranty Period**" for a vSOC Module is ninety (90) days from the date on which D3 first makes the vSOC Module available for use by Customer. If there is a breach by D3 of the foregoing warranty, Customer's sole and exclusive remedies and D3's sole obligations to Customer are as follows, at D3's option: (a) D3 will modify or replace the defective vSOC Module so that it operates and performs in substantial conformity with the applicable specifications set out in the applicable Documentation, unless the Documentation is in error in which case D3 will modify the Documentation to accurately reflect the actual, intended operation of vSOC Module; or (b) D3 will terminate all use of the vSOC Module by Authorized Users and promptly refund to Customer the fee paid by Customer for the Base License for the vSOC Module. The foregoing warranty and remedies will be available to Customer only if a warranty claim notice is delivered to D3 during the Warranty Period, and will not apply if the vSOC Module has been modified by any person other than D3 or to nonconformities caused by any of the following: (i) use of a vSOC Module in a manner inconsistent with the applicable Documentation or in breach of this Agreement; (ii) Customer's failure to following instructions provided by D3 or set out in the applicable Documentation; or (iii) any other matter beyond D3's reasonable control.

9.2   GENERAL DISCLAIMER: THE WARRANTY SET OUT IN SECTION 9.1 AND THE SERVICE LEVEL GUARANTEE SPECIFIED IN SCHEDULE "A" ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES RELATING TO THE VSOC SERVICE, DOCUMENTATION AND SERVICES. EXCEPT FOR THE WARRANTY SET OUT IN SECTION 9.1 AND THE SERVICE LEVEL GUARANTEE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VSOC SERVICE (INCLUDING ALL VSOC MODULES), DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO DURABILITY; FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY DISCLAIMED BY D3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR THE SELECTION OF THE VSOC SERVICE (INCLUDING ALL VSOC MODULES), DOCUMENTATION

AND SERVICES, AND THE USE OF THE VSOC SERVICE, DOCUMENTATION AND SERVICES, TO ACHIEVE INTENDED RESULTS. CUSTOMER AND AFFILIATES USE THE VSOC SERVICE, DOCUMENTATION AND SERVICES AT THEIR OWN RISK.

9.3   **CUSTOMER DATA DISCLAIMER:** USE OF CUSTOMER DATA IS AT CUSTOMER'S OWN RISK. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR, AND BEARS ALL RISKS AND LIABILITIES ASSOCIATED WITH, CUSTOMER DATA, INCLUDING THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE OF CUSTOMER DATA. D3 IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OF OR FAILURE TO STORE ANY CUSTOMER DATA. D3 MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, REGARDING CUSTOMER DATA, AND DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR CUSTOMER DATA TO THE FULLEST EXTENT PERMITTED BY LAW.

9.4   **SECURITY DISCLAIMER:** SECURITY MEASURES (INCLUDING REQUIRING AUTHORIZED USERS TO USE CREDENTIALS) USED BY D3 TO PREVENT UNAUTHORIZED ACCESS TO CUSTOMER DATA MAY NOT PROTECT CUSTOMER DATA AGAINST UNAUTHORIZED ACCESS, USE, ALTERATION, DISCLOSURE OR DELETION. CUSTOMER ACKNOWLEDGES D3'S STRONG RECOMMENDATION THAT CUSTOMER PURCHASE LICENSES TO USE A VSOC MODULE THAT ENCRYPTS CUSTOMER DATA WHILE STORED IN A CUSTOMER ENVIRONMENT. D3 IS NOT RESPONSIBLE OR LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR USE, ALTERATION, DISCLOSURE OR DELETION OF, CUSTOMER DATA, WHETHER THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. D3 IS NOT REQUIRED TO VERIFY THE ACTUAL IDENTITY OR AUTHORITY OF ANY PERSON USING ANY CREDENTIALS, AND MAY ACT UPON ANY COMMUNICATION THAT IS GIVEN WITH THE USE OF CREDENTIALS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, D3 IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER DATA THAT IS NOT ENCRYPTED.

9.5   **TECHNOLOGY DISCLAIMER:** THE VSOC SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND D3'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. CUSTOMER ACKNOWLEDGES THAT THE VSOC SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND D3 IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM THOSE PROBLEMS.

9.6   **DISCLAIMER FOR AUTHORIZED DISTRIBUTORS:** D3'S AUTHORIZED DISTRIBUTORS ARE INDEPENDENT PROVIDERS OF PRODUCTS AND SERVICES AND ARE NOT AUTHORIZED TO BIND D3 TO ANY AGREEMENT OR TO MODIFY THIS AGREEMENT. D3 DOES NOT MAKE OR GIVE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER REGARDING ANY OF THE PRODUCTS OR SERVICES OF D3'S AUTHORIZED DISTRIBUTORS. IF CUSTOMER ENGAGES ONE OF D3'S AUTHORIZED DISTRIBUTORS TO PROVIDE PRODUCTS OR SERVICES, THEN D3 IS NOT RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS OF THE DISTRIBUTOR OR FOR ANY OF THE DISTRIBUTOR'S PRODUCTS OR SERVICES.

9.7   **NO HIGH RISK USE:** THE VSOC SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY SITUATION WHERE FAILURE OR FAULT OF ANY KIND COULD LEAD TO DEATH OR SERIOUS BODILY INJURY OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH RISK USE**"), INCLUDING THE OPERATION OF NUCLEAR OR CHEMICAL FACILITIES, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR CLASS III MEDICAL DEVICES UNDER THE UNITED STATES FEDERAL FOOD, DRUG AND COSMETIC ACT. HIGH RISK USE IS STRICTLY PROHIBITED, AND CUSTOMER, AFFILIATES AND AUTHORIZED USERS WILL NOT USE THE VSOC SERVICE IN, OR IN CONNECTION OR CONJUNCTION WITH, ANY HIGH RISK USE.

10.   Liability Exclusions/Limitations

10.1   **EXCLUSION/LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT EXCEPT SECTION 10.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a)   **EXCLUSIONS:** D3 GROUP'S LIABILITY (IF ANY) TO CUSTOMER GROUP ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT OR TO THE VSOC SERVICE, DOCUMENTATION OR SERVICES IS LIMITED TO DIRECT DAMAGES SUFFERED BY CUSTOMER ONLY, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL D3 GROUP BE LIABLE TO CUSTOMER GROUP OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE, OR ANY LOSS OF DATA, LOSS OF INFORMATION, LOSS OF BUSINESS, LOSS OF MARKETS, LOSS OF SAVINGS, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, OR LOSS OF GOODWILL, ANTICIPATED OR OTHERWISE;

(b) **LIMITATIONS:** IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL D3 GROUP'S TOTAL AGGREGATE LIABILITY TO CUSTOMER GROUP ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT OR TO THE VSOC SERVICE, DOCUMENTATION OR SERVICES EVER EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO D3 FOR LICENSES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE;

(c) **APPLICATION:** THIS SECTION 10.1 APPLIES TO LIABILITY UNDER ANY THEORY OF LAW (INCLUDING CONTRACT, TORT, STRICT LIABILITY AND STATUTORY LIABILITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY D3 GROUP OR ANY PERSON FOR WHOM D3 IS RESPONSIBLE, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE FOR THE LOSS OR DAMAGE, AND EVEN IF D3 GROUP KNOWS OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE BEING INCURRED AND REGARDLESS OF WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE; AND

(d) **DEFINITIONS:** IN THIS SECTION 10.1, "**D3 GROUP**" MEANS D3 AND ITS AFFILIATES AND THEIR RESPECTIVE PAST, PRESENT AND FUTURE SUPPLIERS, SERVICE PROVIDERS, LICENSORS, DISTRIBUTORS, PERSONNEL AND REPRESENTATIVES, JOINTLY AND SEVERALLY; AND "**CUSTOMER GROUP**" MEANS CUSTOMER AND AFFILIATES AND THEIR RESPECTIVE PERSONNEL AND REPRESENTATIVES (INCLUDING AUTHORIZED USERS), JOINTLY AND SEVERALLY.

10.2 **EXCEPTIONS:** THE EXCLUSIONS AND LIMITATIONS SET OUT IN SECTION 10.1 DO NOT APPLY TO: (A) D3'S OBLIGATIONS PURSUANT TO SECTION 8.2; (B) LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR OMISSION OF D3 OR ITS PERSONNEL; OR (C) ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

10.3 **ACKNOWLEDGEMENT:** THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ALLOCATION OF RISK SET OUT IN THIS AGREEMENT (INCLUDING IN SECTIONS 8, 9 AND 10) IS AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES, A CONTROLLING FACTOR IN SETTING THE FEES PAYABLE BY CUSTOMER FOR LICENSES AND SERVICES, AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

11. Termination

11.1 **Term of Agreement:** Unless a Purchasing Document expressly states otherwise, this Agreement is effective as of the date of the first Purchasing Document and will continue in full force and effect until terminated in accordance with this Agreement.

11.2 **Termination of Agreement:** This Agreement will terminate immediately and automatically, without notice to Customer, if all Licenses expire or are terminated. Either Party may terminate this Agreement for cause effective immediately upon delivery of a termination notice to the other Party if the other Party breaches this Agreement and has not remedied the breach within thirty (30) days after receipt of a default notice from the non-breaching Party identifying the breach and stating the non-breaching Party's intention to terminate this Agreement if the breach is not remedied within a thirty (30) day cure period, provided that the termination notice is delivered no later than fifteen (15) days after the end of the cure period, and provided that if the non-breaching Party does not give timely notice of termination to the breaching Party, and if the breach is continuing, the non-breaching Party may give a further default notice in respect of the breach and the provisions of this section 11.2 will apply in respect of that further default notice.

11.3 **Consequences of Termination:** If this Agreement is terminated for any reason: (a) all Licenses will terminate immediately and automatically, without notice to either Party, and Customer and all Authorized Users will immediately cease using the vSOC Service and Documentation; (b) all engagements for the provision of Services will terminate immediately and automatically, without notice to either Party, and D3 will no longer be obligated to perform any Services for Customer; (c) each Party will remain fully responsible and liable for all of the Party's obligations and liabilities arising prior to the termination of this Agreement; and (d) Customer will promptly pay all outstanding fees and applicable Taxes for the vSOC Service and Services provided prior to the termination date.

11.4 **Discontinuation of Service:** Notwithstanding any other provision of this Agreement, D3 in its discretion may terminate the availability of a vSOC Module at any time upon 180 days' prior notice of termination to Customer if D3 determines in its discretion to cease making the vSOC Module generally commercially available; and upon the termination D3 will refund to Customer the unused prorated portion of all fees paid in advance by Customer for use of the vSOC Module.

11.5   **Suspension of Services:** If Customer fails to make a payment when due under this Agreement, then D3 may suspend Customer's access to the vSOC Service and D3's provision of Services, until the payment has been made, and the suspension will not be a breach of this Agreement by D3, entitle Customer to a refund or suspension of fee payment obligations, or give rise to any liability by D3 to Customer or any other person.

11.6   **Survival:** Notwithstanding any other provision of this Agreement, sections 2.4, 2.7(c), **Error! Reference source not found.**, 2.8(d), 3.1, 3.2, 3.3, 5, 6, 8, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 10, 11.3, 11.6 and 12, and all other provisions necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable.

12.   General

12.1   **Publicity:** D3 may include Customer's name in any published list or directory of D3 customers.

12.2   **Notices:** Unless this Agreement expressly states otherwise: (a) D3 and its authorized distributors may deliver Purchasing Documents, invoices and notices to Customer by email, facsimile or delivery to Customer's addresses specified in a Purchasing Document or on record in Customer's file with D3 or its authorized distributors; and (b) Customer will give all notices to D3 under this Agreement in writing delivered by courier to D3 (Attention Legal Department) at D3's head office address specified on D3's website (www.d3security.com).

12.3   **Governing Law:** This Agreement and the subject matter of this Agreement and all related matters will be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code or the Uniform Computer Information Transactions Act, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

12.4   **Disputes:** All disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement or any related matters or any legal relationship associated with this Agreement or derived from this Agreement will be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") by one arbitrator appointed in accordance with those rules. The arbitration will be private and confidential, and will be administered by the ICC. If the ICC is not operative, the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (British Columbia). The place of arbitration will be the City of Vancouver, British Columbia and the language used in the arbitration will be the English language. Any arbitration award is final and binding and judgment thereon may be entered in any court having jurisdiction for its enforcement. Notwithstanding the foregoing in this section 12.4, a Party may seek preliminary or temporary injunctive relief from the Supreme Court of British Columbia sitting in Vancouver, British Columbia to avoid irreparable harm or to preserve the status quo, and each Party hereby irrevocably submits and attorns to the original and exclusive jurisdiction of that court in respect of all of those matters or any other matter that is not properly subject to arbitration pursuant to this section 12.4. Each Party irrevocably waives all rights to trial by jury.

12.5   **Assignment:** This Agreement is binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the express prior written consent of the other Party, except that D3 may (without Customer's consent) assign this Agreement and D3's rights, duties, obligations and interests in this Agreement in any merger, consolidation, or reorganization or any acquisition or sale of all or substantially all of D3's assets relating to the vSOC Service.

12.6   **Force Majeure:** Notwithstanding any other provision of this Agreement, neither Party will be liable for any delay in performing or failure to perform any of the Party's obligations, not including a payment obligation, under this Agreement to the extent performance is delayed or prevented due to a cause that is beyond the Party's reasonable control (a "**Force Majeure Event**"). Any delay or failure of that kind will be deemed not a breach of this Agreement by the defaulting Party, and the time for the defaulting Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

12.7   **Interpretation:** In this Agreement: (a) a reference to "**this Agreement**" refers to this Agreement as a whole (including all Contract Documents), and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or

meaning of this Agreement or any of the provisions in this Agreement; (c) reference in a Contract Document to a section by number only is a reference to the appropriate section in the Contract Document in which the reference is made; (d) words importing the singular number only include the plural and vice versa; (e) "**person**" includes an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity; (f) reference to a day, week, month, quarter or year, means a calendar day, calendar week, calendar month, calendar quarter or calendar year, unless expressly stated otherwise; (g) reference to currency is to the lawful money of the United States of America, unless expressly stated otherwise; (h) "**including**" or "**includes**" means including or includes (as applicable) without limitation or restriction; (i) "**discretion**" or "**option**" mean a person's sole, absolute and unfettered discretion or option; and (j) "**law**" includes common law, equity, statutes and regulations, and reference to a specific statute includes all regulations made under the statute and all amendments to, or replacements of, the statute or any regulation made under the statute in force from time to time, as applicable.

12.8 **Contract Documents:** If there is a conflict or inconsistency between Contract Documents, then a Contract Document that expressly states that it amends or revises another Contract Document takes priority over that other Contract Document, and in the absence of an express statement of amendment or revision the order of priority is as follows: (a) these General Terms and Conditions; and (b) Purchasing Documents.

12.9 **Miscellaneous:** The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. If a provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable for any reason, then the provision will be deemed severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose. If the consent or approval of a Party is required under this Agreement, then the Party in its discretion may withhold the consent or approval unless this Agreement expressly specifies otherwise. No consent or waiver by D3 to or of a breach of this Agreement by Customer will be effective unless in writing and signed by D3. Except as expressly set out in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be entitled under this Agreement or at law, and the Parties are entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. The Parties have expressly requested and required that this Agreement and all related documents be written in the English language. If a Contract Document requires the signature of both Parties, then the Contract Document may be signed and delivered (including by facsimile transmission or by email in PDF or similar secure format) in counterparts, and each signed and delivered counterpart will be deemed an original, and both counterparts will together constitute one and the same document.

12.10 **Amendments:** This Agreement may not be amended except by a written document that expressly states that it is an amendment to this Agreement and is signed by both Parties or their respective successors or permitted assigns.

12.11 **Entire Agreement:** This Agreement sets out the complete agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all previous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties other than as expressly set out in this Agreement. This Agreement takes priority over any end user license agreement that applies to a Mobile App. Purchase orders and other documents issued by Customer and accepted by D3 in connection with this Agreement are for administrative convenience only, and the terms and conditions contained in those documents are of no force or effect and do not in any way amend the terms and conditions of this Agreement.

Acknowledged and Agreed:

<mark>Insert Customer's Full Legal Name</mark>   **D3 Security Management Systems Inc.**

By: _____   By: _____

_____

This Schedule is part of the General Terms and Conditions of the *Subscription Agreement for D3 vSOC Service* and provides details of the Service Level Guarantee for the vSOC Service.

1.   **Definitions:** In this Schedule:

(a)   "**Available**" means the vSOC Service is not experiencing a Service Outage.

(b)   "**Force Majeure Downtime**" means the total number of minutes during a month that the vSOC Service is not Available due to a Force Majeure Event.

(c)   "**Planned Downtime**" means the total number of minutes during a month that the vSOC Service is not Available due to scheduled and emergency maintenance work performed by or on behalf of D3.

(d)   "**Query**" means a query to the vSOC System from a supported Client Device using a compatible software Internet browser software application that meets the minimum requirements set out in the applicable Documentation or a supported version of a compatible Mobile App.

(e)   "**Service Outage**" means the vSOC Service has been completely unavailable and has failed to respond to a Query for at least one (1) minute, as measured by a commercially available tool (such as Gomez or Keynote) that measures global availability at the outbound ports of the external firewall of the vSOC System used to provide the vSOC Service.

(f)   "**Total Downtime**" means the total number of minutes in the month that the vSOC Service is not Available, including Planned Downtime and Force Majeure Downtime.

(g)   "**Total Minutes**" means the total number of minutes in the month.

(h)   Capitalized terms not defined in this Schedule are defined in other Contract Documents*.*

2.   **Service Level Guarantee:**

(a)   **Definition:** The "**Service Level Guarantee**" is as follows: Uptime of not less than 99.5% during each month during the term of this Agreement. The Service Level Guarantee will apply commencing the first day of the first complete month during the term of this Agreement.

(b)   **Uptime:** In this Agreement, "**Uptime**" means the total amount of time during a month, not including Planned Downtime and Force Majeure Downtime, that the vSOC Service is Available, measured as a percentage and calculated as follows:

$$\text{Uptime} = \frac{\text{Total Minutes} - \text{Total Downtime}}{\text{Total Minutes} - \text{Planned Downtime} - \text{Force Majeure Downtime}}$$

3.   **Service Level Credits:**

(a)   **General:** Subject to the provisions of this Agreement, if the vSOC Service does not achieve Uptime of 99.5% during a month then D3 will provide Customer with a credit (a "**Service Level Credit**") calculated as set out in section 3(b). D3 will apply the Service Level Credit to the next invoice issued by D3 for fees payable by Customer to D3. Subject to section 3(c), a Service Level Credit is Customer's sole and exclusive remedy, and D3's entire responsibility and liability, if the vSOC Service does not achieve the Service Level Guarantee. Service Level Credits are not convertible to a cash refund or transferable to any other person. Customer will not be entitled to a Service Level Credit if Customer is in breach of its obligations under this Agreement.

(b)   **Calculation:** A Service Level Credit will be a percentage of the monthly fee (calculated by dividing annual fees by 12) paid or payable by Customer for all Named User Licenses for access to the vSOC Service for the relevant month. The applicable percentage will vary depending upon the Uptime during the month, as set out in Table 1.

Table 1 – Calculation of Service Level Credit	
Uptime during Month	Percentage of Monthly Fee for Named User Licenses
less than 99.5% but greater than or equal to 99.0%	1 %
less than 99.0% but greater than or equal to 98.0%	2 %
less than 98.0%	3 %

(c)   **Termination for Chronic Failure:** If Customer receives a Service Level Credit in respect of any three (3) consecutive months during a year, then Customer may at its option terminate this Agreement by giving sixty (60) days' notice of termination to D3, provided that the termination notice is delivered not less than thirty (30) days after the last of the three (3) consecutive months in respect of which Customer receives a Service Level Credit.

4.   **Other:**

(a)   **Minutes:** For the purposes of measuring any of Force Majeure Downtime, Planned Downtime, and Total Downtime, a fraction of a minute that is less than a half minute will be rounded down and a fraction of a minute that is half a minute or greater will be rounded up.

(b)   **Reporting/Claims:** If Customer reasonably and in good faith believes that the vSOC Service has failed to achieve the Service Level Guarantee in respect of a month, then by no later than three (3) days after the end of the month Customer may request that D3 provide Customer with a written report providing the data required for Customer to verify the Uptime during the month and calculate Customer's entitlement (if any) to a Service Level Credit. If Customer wishes to claim a Service Level Credit in respect of a month, Customer will submit a claim to D3 by email to sales@d3security.com by no later than thirty (30) days after the end of the month. A claim for a Service Level Credit submitted to D3 later than thirty (30) days after the end of the relevant month will be void and of no effect.

Acknowledged and Agreed:

Insert Customer's Full Legal Name   **D3 Security Management Systems Inc.**

By: _____   By: _____

_____

This Schedule is part of the General Terms and Conditions of the *Subscription Agreement for D3 vSOC Service* and provides details of Maintenance and Support that D3 will provide to Customer during the term of the Agreement.

1.   **Definitions:** In this Schedule:

(a)   "**Incident**" means, subject to section 3, a technical problem in the vSOC Service that prevents the vSOC Service from operating or performing substantially in accordance with applicable specifications set out in the applicable Documentation.

(b)   "**Maintenance and Support**" means: (i) Remote Support for the vSOC Service; (ii) the implementation of Software Updates; and (iii) access to support tools and information (if any) for the vSOC Service available on D3's website (www.d3security.com) from time to time.

(c)   "**Remote Support**" means remote (telephone, online or email) troubleshooting, advice and assistance (including the implementation of Software Updates required to resolve Incidents) to assist Customer to resolve Incidents relating to the authorized use of the vSOC Service.

(d)   "**Remote Support Request**" means a report of an Incident or a request for Remote Support submitted by Customer's currently designated Support Contact to D3's Support Centre in accordance with the reporting procedures established and revised by D3 from time to time, details of which are available on D3's website at www.d3security.com.

(a)   "**Software Updates**" means patches, fixes, corrections, minor enhancements, iterative releases and new versions to and of D3's proprietary software used for a vSOC Module.

(e)   "**Support Contact**" means an authorized employee of Customer with suitable qualifications and expertise regarding computer software and systems and who is authorized by Customer to request and receive Remote Support from D3.

(f)   Capitalized terms not defined in this Schedule are defined in other Contract Documents.

2.   **Remote Support:**

(a)   **Availability:** Remote Support will be available during the hours of 6 AM to 6 PM Pacific Time, seven days a week, excluding Canadian and United States national holidays ("**Standard Support Hours**").

(b)   **Requests:** D3 will provide Remote Support in response to each Remote Support Request received by D3. For greater certainty, D3 is not obligated to provide Remote Support in response to a Remote Support Request submitted by an individual other than Customer's currently designated Support Contacts.

(c)   **Response Time:** D3 will use reasonable commercial efforts to acknowledge receipt of each Remote Support Request and commence investigation and diagnosis of an Incident within four (4) hours from the time that D3 receives a Remote Support Request for the Incident, provided that: (i) a Remote Support Request received by D3 outside Standard Support Hours will be deemed to be received when Standard Support Hours next commence; and (ii) for the purpose of calculating response time only time during Standard Support Hours will be counted.

(d)   **Incident Resolution:** D3 will use commercially reasonable efforts, consistent with the nature and severity of an Incident, to resolve the Incident. An Incident will be deemed resolved when: (i) D3 has advised Customer how to correct or bypass the Incident; (ii) D3 has provided customer with a commercially reasonable work-around for the Incident; (iii) D3 has implemented a modification to the vSOC Service to correct or bypass the Incident; (iv) D3 has offered to implement a Software Update to correct or bypass the Incident; or (v) D3 has determined and advised Customer that the Incident is not covered by Remote Support.

(e)   **Language:** D3 will provide Remote Support and all related materials in English only.

3.   **Exclusions:**

(a)   **General:** Remote Support does not include first line, helpdesk support to Authorized Users. Remote Support does not apply to Client Devices or any other hardware or peripherals used in connection with the vSOC Service. Remote Support does not include training or consulting services. Remote Support is subject to the restriction that not all Incidents can or will be corrected or resolved.

(b)   **Excluded Incidents:** Remote Support does not apply to Incidents caused by or relating to any of the following: (i) use of the vSOC Service in a manner inconsistent with the applicable Documentation or in breach of this Agreement; (ii) an incompatible or malfunctioning Client Device; (iii) an Incident that could be avoided or resolved through the implementation of a Software Update that D3 has offered to implement for Customer; (iv) the interoperation of the vSOC Service with any other software, system or service; or (v) any other matter beyond D3 control. Remote Support does not apply to an Incident that cannot be replicated by D3 in D3's support environment.

(c)   **Additional Fees:** If a request for Remote Support relates to an Incident that D3 determines is excluded from Remote Support pursuant to either of sections 3(a) and 3(b), D3's work in connection with the Incident (including work to determine that the Incident is excluded from Remote Support and any work to remedy the Incident, if requested by Customer and agreed to by D3) will be deemed to be Professional Services for which Customer will pay fees calculated on a time and materials basis using D3's then current professional services rates.

4.   **Software Updates:** Software Updates will be offered to Customer as and when they are made generally commercially available by D3 to D3's customers. D3 will use commercially reasonable efforts to obtain Customer's consent before D3 implements a Software Update, unless the Software Update is required to prevent an imminent risk of harm (including a security breach).

5.   **Customer's Obligations:**

(a)   **Support Contacts:** Customer will designate as Support Contacts not more than two (2) individuals with suitable qualifications and expertise regarding computer software and systems, including the hardware and operating systems and related software required for the operation and use of vSOC Service, who are authorized by Customer to request and receive Maintenance and Support. Customer may change a Support Contact from time to time upon written notice to D3.

(b)   **First Line Support:** Customer will provide first line, helpdesk support to Authorized Users.

(c)   **Information:** Customer will timely provide to D3 all information reasonably requested by D3 regarding Remote Support, including detailed information regarding: (i) the Incident, including the exact wording of any relevant software error messages; (ii) the Client Devices used by Authorized Users; and (iii) all steps taken by the Customer to resolve the problem.

(d)   **Assistance:** Customer will reasonably assist D3 to provide Maintenance and Support by performing tasks reasonably requested by D3.

Acknowledged and Agreed:

<mark>Insert Customer's Full Legal Name</mark>   **D3 Security Management Systems Inc.**

By: _____   By: _____

_____