West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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.

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

Solicitation Response(SR) | **Dept:** 0210 | **ID:** ESR04282000000006279 | **Ver.:** 1 | **Function:** New | **Phase:** Final | ▼ | **Modified by** batch , 05/18/2020

Header 📎 5

List View

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

Procurement Folder: 712460

Procurement Type: Central Master Agreement

Vendor ID: VS0000021939 ⬆

Legal Name: CS DISCO INC

Alias/DBA:

Total Bid: $77,995.00

Response Date: 05/18/2020 📅

Response Time: 10:48

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2000000024

Published Date: 5/8/20

Close Date: 5/18/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 2-e-Discovery Software as a Service (OT20103)

Total of Header Attachments: 5

Total of All Attachments: 5

Proc Folder : 712460

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Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-18 13:30:00	SR 0210 ESR04282000000006279	1

VENDOR
VS0000021939
CS DISCO INC

Solicitation Number: CRFQ   0210   ISC2000000024

Total Bid : $77,995.00   **Response Date:**   2020-05-18   **Response Time:**   10:48:32

Comments:

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@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	Contract Services: e-Discovery System				$77,995.00

Comm Code	Manufacturer	Specification	Model #
43231511			

| Extended Description : | Please see the attached Exhibit A Pricing Page

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

EXHIBIT A – Pricing Page
eDiscovery SaaS - OT20103

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost	
4.1.1,1	**Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
4.1.1, 4.1.9	**Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	10.00	$	1,000.00
4.1.7	**Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	250.00	$	250.00
4.1.7.4	**Contract Item #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	2995.00	$	2,995.00
4.1.7.8	**Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	175.00	$	17,500.00
4.1.7.9	**Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	0.00	$	-
4.1.7.6	**Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
4.1.1,1	**Optional Renewal Year 2: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
4.1.1, 4.1.9	**Optional Renewal Year 2: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	10.00	$	1,000.00

4.1.7	**Optional Renewal Year 2:Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	250.00	$	250.00
4.1.7.4	**Optional Renewal Year 2: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Optional Renewal Year 2: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$	-
4.1.7.8	**Optional Renewal Year 2: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	175.00	$	17,500.00
4.1.7.9	**Optional Renewal Year 2: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	0.00	$	-
4.1.7.6	**Optional Renewal Year 2: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
4.1.1,1	**Optional Renewal Year 3: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
4.1.1, 4.1.9	**Optional Renewal Year 3: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	10.00	$	1,000.00
4.1.7	**Optional Renewal Year 3:Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	250.00	$	250.00
4.1.7.4	**Optional Renewal Year 3: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$	-

4.1.7.8	**Optional Renewal Year 3: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	175.00	$	17,500.00
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4.1.7.6	**Optional Renewal Year 3: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
4.1.1,1	**Optional Renewal Year 4: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
4.1.1, 4.1.9	**Optional Renewal Year 4: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	10.00	$	1,000.00
4.1.7	**Optional Renewal Year 4:Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	250.00	$	250.00
4.1.7.4	**Optional Renewal Year 4: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$	-
4.1.7.8	**Optional Renewal Year 4: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	175.00	$	17,500.00
4.1.7.9	**Optional Renewal Year 4: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	0.00	$	-
4.1.7.6	**Optional Renewal Year 4: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
	Total Cost			$		77,995.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4

Vendor Signature: **Date:**

EXHIBIT A – Pricing Page
eDiscovery SaaS - OT20103

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4.1.7.6	**Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 2: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -

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4.1.1,1	**Optional Renewal Year 3: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
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		Total Cost		$		77,995.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4

_____ 5/11/2020

Vendor Signature: **Date:**

DISCO

3700 N. Capital of Texas Highway
Suite 150
Austin, TX 78746

info@csdisco.com
713•231•9100

www.csdisco.com

May 15, 2020

Jessica S. Chambers
Senior Buyer
West Virginia Department of Administration
Purchasing Division
2019 Washington St. East
Charleston, WV 25305

Dear Jessica,

We are pleased to submit our response to the State of West Virginia's Bid Opportunity ISC2000000024. Our registration with the State of West Virginia has been completed. For our RFQ response, please find the following (submitted electronically and by mail):

- DISCO's RFQ Response, including:
  - DISCO Executive Profile
  - Platform differentiators
  - Product highlights
  - DISCO services
  - State of West Virginia Office of Technology Requirement responses for RFQ sections 4.1.1 through 4.1.11
- Completed Appendix A - Pricing Page OT20103
- Signed State of West Virginia Request for Quotation bid documents, including the Notarized Purchasing Affidavit
- Addendum 1 and Addendum 2 signed acknowledgements
- CS Disco, Inc.'s Standard Terms & Conditions

Sincerely,

Annabelle O. Berger
Regional Sales Executive
CS Disco, Inc.
berger@csdisco.com
202-257-4362
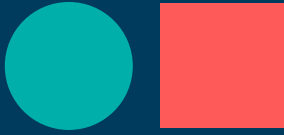
DISCO executive profile

DISCO is an end-to-end ediscovery solution that provides next-generation technology and best-in-class services with a turnkey, managed infrastructure delivery model that does not require any investment in software or services. Our customers include more than 400 law firms, corporations, and government entities, including over 75 of the Am Law 200 and many prominent litigation boutiques.

Platform differentiators

DISCO leads the industry in performance, value, and user experience.

1. **Performance:** DISCO has the fastest performance in the industry, with ⅒-second search and ⅓-second document viewing, even in databases with more than 100 million documents. Even for a 24 TB case with more than 150 concurrent active reviewers, DISCO delivered no degradation in performance.

FOLEY

FOLEY & LARDNER LLP

"We were amazed at the speed. No matter how much data we tried to upload, we couldn't seem to slow it down. I don't think I saw more than five seconds of loading time, working with it for eight hours."

— Sara Ann Brown, Attorney

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2. **Value:** DISCO charges a flat fee based on the size of your data for all database tasks — processing, loading, imaging, OCR, analytics, users, printing, production, and predictive technology — eliminating a la carte charges that balloon the costs of traditional ediscovery solutions. And DISCO never charges for data expansion. Our pricing is based on the pre-processed size of the data your send us, which eliminates surprises and allows for better budget planning.

Southwest

"DISCO allows our legal teams to utilize an enterprise ediscovery platform while providing efficient — and predictable — pricing for our department's budget."

— James Sheppard, Litigation Attorney

3. **User Experience:** DISCO offers a clean, seamless, and intuitive user experience throughout our platform – whether you are ingesting data, reviewing documents, or using advanced analytics. DISCO users develop a better understanding of their documents with less time in the review platform.

manatt

"DISCO is our preferred processing and review platform due to predictable pricing, advanced features, stability, ease of use and responsiveness."

— Jim Rosenthal, Director of Litigation Support

Product highlights

Data & user management

DISCO offers a full suite of data management capabilities, giving users complete control over their data.

- **Data ingest:** Upload native and load file data at speeds of up to 4 TB/day for review in DISCO. All data is automatically processed, including deduplication, de-NISTing, imaging, OCR, analytics, and predictive coding.
- **Productions:** Create productions based on your desired specifications directly within the core DISCO application. Productions are rapidly processed and made available for download.
- **User management:** Add and remove your users with role-based custom permissions.

Early case assessment & analytics

DISCO provides advanced visualizations and analytics to help you quickly make sense of large document populations.
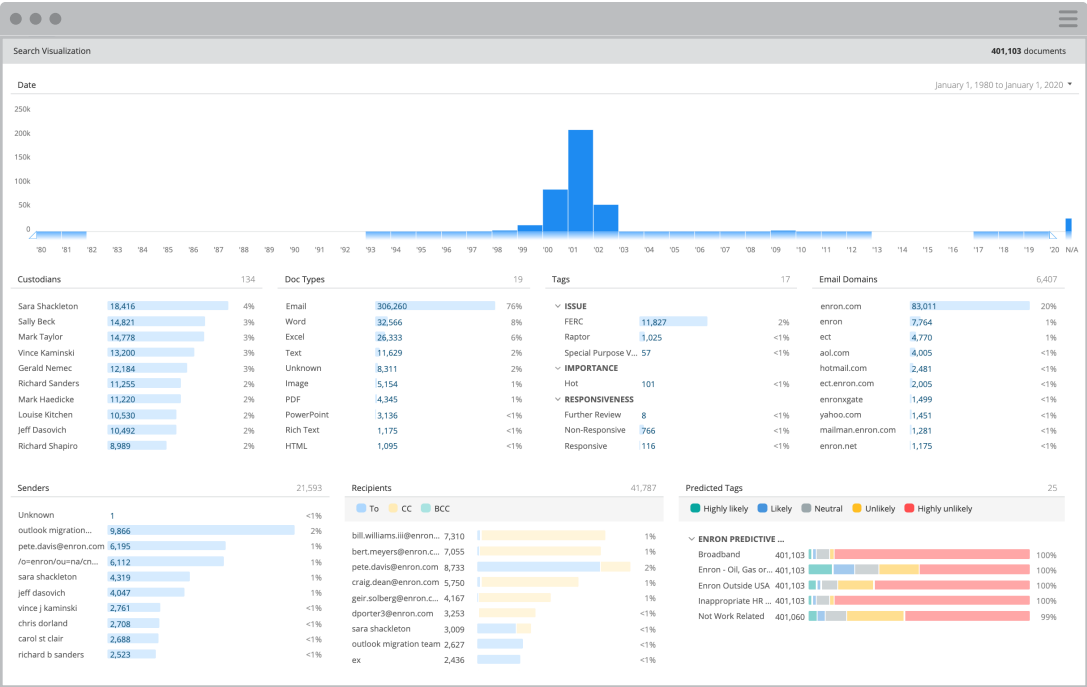
- **Search visualization:** DISCO provides an intuitive graphic representation of your document population — from email timelines to breakdowns of custodian and document types — so you easily gain a high-level understanding of your data.

- **Duplicate analysis:** DISCO identifies duplicates and near duplicates, so you can limit the number of documents you need to review.

- **Email threading:** DISCO uses advanced analytics to automatically recreate email threads, regardless of whether sufficient metadata is provided. DISCO also identifies the most inclusive emails (even from image files) to streamline your review.

- **Similar documents:** DISCO allows you to quickly identify documents similar to the document you're viewing and adjust similarity threshold (%). You can mass tag or folder similar documents, saving valuable review time.

DISCO AI

DISCO AI's continuous learning ensures you quickly find the documents you are looking for.

Linear review	Prioritized by search terms	Prioritized by search terms
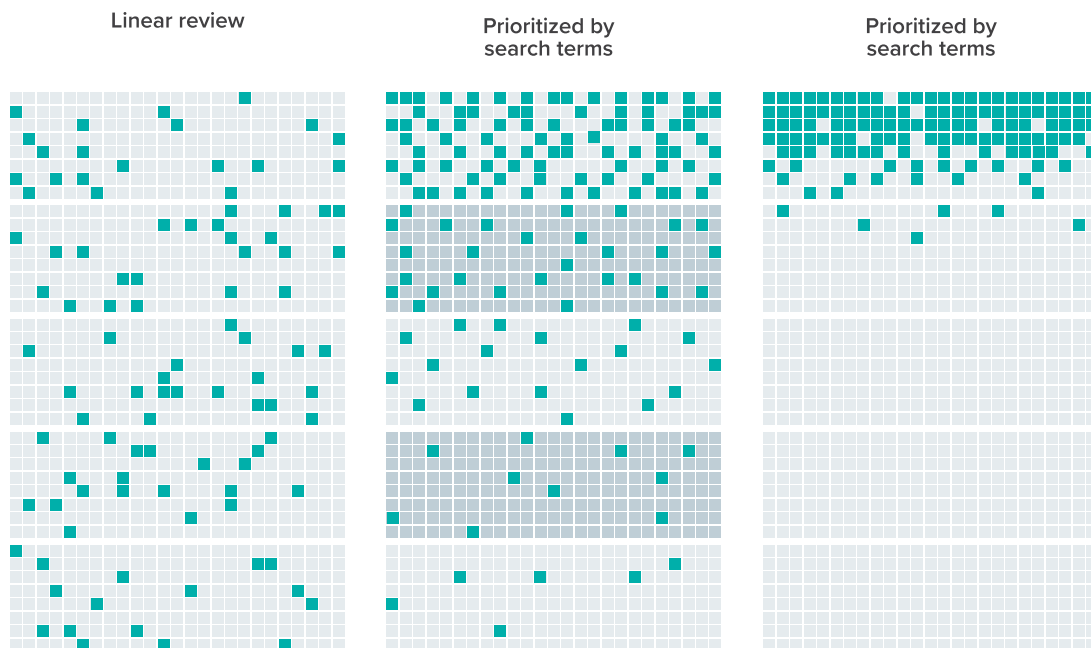
- **Tag predictions:** Based on your past tagging decisions, DISCO recommends additional documents that are likely to have certain tags. DISCO also identifies documents that may have been tagged by mistake.

- **No interruptions:** DISCO AI runs in the background as you work, so no changes to your workflow are required.

Workflow & review metrics

DISCO empowers case teams to organize and track large-scale reviews.
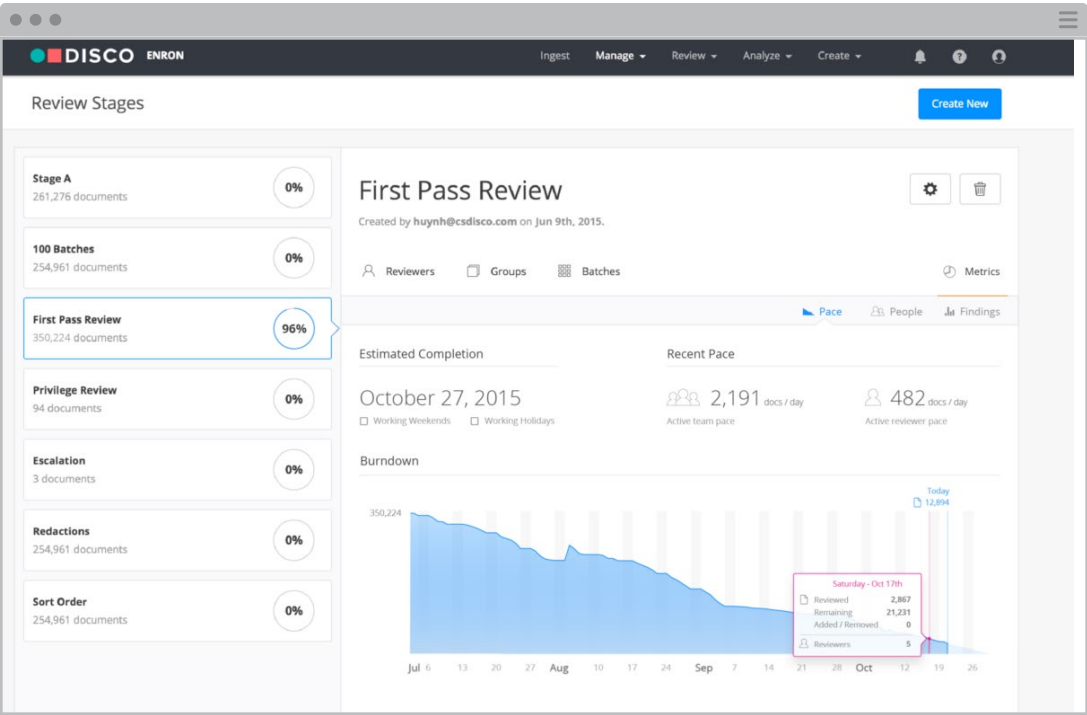
- **Automated workflows:** DISCO allows users to create review stages with customizable tagging and panel rules. The case team can see what each reviewer is working on, control access within a stage at the group level, and see progress at the group or batch level.
- **Review metrics:** DISCO provides complete transparency in each review, with dashboards displaying metrics on overall review progress and on individual reviewers.

DISCO services

DISCO offers a suite of professional services for every kind of case. From full managed services to ad-hoc assistance, our professional services teams can provide whatever level of support you need.

- **Professional services:** DISCO offers project management, data operations services, forensic preservation and collection, implementation, and ediscovery consulting services.

- **Managed review:** DISCO offers efficient, high-quality managed reviews. Our powerful software, advanced AI technology, and expertise with the DISCO platform speed up review times, enhance accuracy, and control project costs. DISCO reviewers average 88 docs/hr — 60% faster than the industry average of 55 docs/hr.

- **Managed services:** DISCO can provide full support across all of your matters under a single agreement.

- **Second Requests/Antitrust:** DISCO's managed review team offers proven and defensible processes that leverage DISCO AI to solve antitrust needs.

- **DSAR/GDPR/CCPA:** DISCO power users leverage DISCO's search capabilities to identify relevant personal data and additional needed context.

- **PII/Data breach:** DISCO automatically detects personally identifiable information (PII) in documents, allowing for efficient reviews to address data breaches.

- **Internal investigations:** Our review teams use DISCO AI to quickly identify the most salient documents, allowing for faster resolutions to internal investigations.

State of West Virginia Office of Technology Requirements

4.1.1 General Requirements– e-Discovery System	
4.1.1.1 The Vendor must provide an e-Discovery System that is cloud-based (Software as a Service Model).	DISCO is a Software as a Service Model cloud platform that runs on Amazon Web Services (AWS). Uptime for 2019 was 99.9899%.
4.1.1.2 The system must contain the following capabilities within a single platform that does not require integration with other software: self- service data loading, self-service data processing, client administration, self-service, productions, review, and analytics capabilities.	DISCO is an end-to-end e-Discovery solution that provides next-generation technology and best-in-class services with a turnkey, managed infrastructure delivery model that does not require any investment in software or services. DISCO runs on Amazon Web Services (AWS). Our native cloud architecture means that we provide our clients with ⅒-second search and ⅓-second document viewing and 99.5% or better uptime and availability.
	DISCO offers a clean, seamless, and intuitive user experience throughout our platform – whether you are ingesting data, reviewing documents, or using advanced analytics. DISCO users develop a better understanding of their documents with less time in the review platform. DISCO is designed to be entirely self-service – it gives you the freedom to manage all aspects of your matter yourself. This includes However, our Professional Service is always available if you need us to handle these instead.
	Unlike legacy platforms that require you to move data from system to system, DISCO streamlines processing and ingestion into one seamless platform. Additionally, our data analytics and efficient workflows, provide cost reduction methods.
	Examples of DISCO analytics include:
	Search Visualization - graphical interface users can leverage to visually assess, interact, and filter on a variety of key objectives, including file attributes and work product. It is the perfect feature to evaluate sizable initial data sets to identify patterns and trends.
	Email threading and inclusive detection - allows users to review email conversations logically and focus on emails with unique content.
	DISCO AI - a proprietary tool within the platform, takes the idea of machine learning to a new level. Instead of complicated workflows, DISCO AI creates virtual listening posts in the review environment. These listening posts monitor coding decisions and learn from them to suggest relevant content that is conceptually similar (as determined by complex algorithms and deep learning techniques). The system engages a process of Continuous Asynchronous Learning that allows learning to occur in near real-time.
	DISCO is focused on creating the best legal technology solutions in the world. We plan to continue challenging and innovating the e-discovery space while developing functionality to improve legal outcomes.

4.1.1.3 The Vendor must provide an e-Discovery System with an unlimited user seats for a minimum of 12 months from date of award.	DISCO will provide unlimited user seats for a minimum of 12 months from date of award.
4.1.1.4 The system must allow client administrators to have the ability to set-up new users or workspaces and assign roles and permissions to new users.	Using Organization Manager, The State of West Virginia can create your own matters and review databases associated with those matters. Additionally, organization managers can see all matters, review databases, and users (along with their assigned roles for each database) within the organization. Once a review database is created, the State West Virginia can add users, create and assign roles and permissions, set-up tags, folders, and fields. Finally, the State of West Virginia can control access to both document sets and work product.
4.1.1.5 The system must allow a user to have multiple roles and toggle between roles. For example, a client administrator can toggle between user roles to validate user permissions and provide user support.	A user can toggle between roles in DISCO.
4.1.1.6 The system must not require additional licenses and/or software from third parties.	DISCO does not require additional licenses and/or software from third parties.
4.1.1.7 The system must allow the customer/client administrators the ability to remove/delete documents and create archives from the platform.	DISCO allows the customer/client administrators the ability to remove/delete documents and create archives from the platform. Some users have culling rights which allows users to delete documents from the search results list as a mass-action. Users can also delete entire ingests at a time by going to the ingest page.
4.1.1.8 The system must be accessible to an unlimited number of users and allow access to at least 50 concurrent cases each having at least one million documents without degradation to speed.	DISCO is a SaaS platform hosted on a massively scalable architecture which scales instantly to handle any spike in processing and storage needs. Unlike competing platforms, feature functionality does not degrade based on the size of the site or amount of reviewers. The scenario described - 50 concurrent cases each containing at least one million documents - would not affect DISCO performance.
4.1.1.9 The system must be a configurable platform that allows the administrators to configure applications like request tracking and FOIA requests.	DISCO tracks case workflows, process and progress through the DISCO Workflow module.

4.1.1.10 The system must be built on scalable architecture with a storage capacity of at least two petabytes of data.	DISCO uses a private cloud on Amazon Web Services (AWS) cloud infrastructure for on-demand storage and compute resources. AWS allows DISCO to provide a dynamically scalable solution that automatically adjusts computing power and storage in real-time based on your needs in a secure and low-risk manner. This removes the need to pay and wait to get larger servers, install operating systems, and update software for large matters with terabytes of data, hundreds of reviewers, and large gigabyte productions. DISCO maintains performance at any scale. DISCO can store at least two petabytes of data.
4.1.1.11 The Vendor must provide an e-Discovery System that features the following:	
4.1.1.11.1 A system that has two-factor authentication access.	Two-factor authentication can be established for any and all users on a particular matter.
4.1.1.11.2 A system that allows the Agency to have 100% data input automation.	DISCO allows the State of West Virginia users to have 100% data input automation.
4.1.1.11.3 A system that provides 256-bit encryption to the data when at rest and in transit.	All data is encrypted at rest and in transit. DISCO customers send data to us via secure FTP, HTTPS or on an encrypted hard drive. All ingested data is protected using SHA-256 key exchange, AES-256 encryption, and TLS, SSH, and SCP for transfers. Thus, customer data is protected both in transit and on disk at our US-based AWS DISCO data centers.
4.1.1.11.4 A system that scans files for viruses.	Data is scanned for viruses as part of the ingestion process.
4.1.1.11.5 A system that allows for load file import and export.	DISCO provides all clients with a full data management suite. The suite provides users with the ability to ingest large amounts of native files, ingest produced data using load files, and updated records via Overlays. With Load File Ingestion, the client can control how metadata fields are mapped, create new custom fields on the fly, and DISCO will run validations on the load file prior to ingestion to ensure data will load correctly. For clients who either do not want to load their own data or who need help, DISCO has a full-service Customer Success department available to assist.

4.1.2 Data Loading & Processing- e-Discovery System

4.1.2.1 The system must allow the Agency to have 100% data input automation.	DISCO allows the State of West Virginia to have 100% data input automation.
4.1.2.2 The system must allow the user to load raw data such as PSTs, zip files, and other ESI for processing.	As part of our processing activities, DISCO will extract the full contents within containers files, including mail archives, (i.e. ZIP, RAR, PST, MSG, DBX, EML, NSF, etc.) directly, without intermediate processing. The container is treated as a folder; meaning that no family relationships or attachment connections are maintained during the review process at the container level. DISCO can handle multiple level containers such as a ZIP within a ZIP. A full file path is always maintained as part of the extracted metadata to allow for users to identify other items contained within the same original file.

4.1.2.3 The system must allow the client administrator to move data between data stores and conduct early case assessment, including running search terms, and listing and counting file types reports, prior to making the data available to reviewers.	Early Case Assessment (ECA) and culling are designed to occur within the DISCO platform. This provides users direct access to explore data with all the functionality of DISCO review. Competitors utilize a separate platform for ECA, charge for promotion from ECA to Review (DISCO does not) and these inferior workflows add risks are easily avoided by DISCO's approach. Once out of scope data has been identified, that content may be removed from the database or suppressed (Using DISCO Vault). Users have the full capabilities of DISCO review for this ECA workflow and can leverage keyword terms, date restrictions, filters, visualizations, file type culling, and other capabilities. DISCO's competitors, by comparison, are limited to keywords and select metadata.

The following search features are commonly used during ECA in DISCO:

Search Visualization - Users can leverage Search Visualization to visually assess, interact and filter on a variety of key objectives (i.e. system and file attributes) and subjective (i.e. work product) metadata fields or document tags. It is the perfect feature to evaluate large initial data sets, whether your own data or an inbound production, to identify patterns and trends (or lack thereof, which often provides greater value).

Search Filters - Users can leverage Search Filters which are powerful, dynamic filters for key objective (i.e. system and file attributes) and subjective (i.e. work product) metadata fields or document tags. As search parameters or filters are applied to the corpus, the values and counts for Search Filters are dynamically updated. Users can stack multiple levels of Search Filters.

Search Builder - The interactive Search Builder helps you create complex search queries without an in-depth understanding of DISCO's search syntax. Builder allows users to select from both objective (i.e. system and file attributes) and subjective (i.e. work product) metadata fields. With each field selection, DISCO provides field descriptions and syntax suggestions. Furthermore, all searches are run in the background and a preview of your search results provided prior to running the search.

Search Term Reporting - Using the Search Term Reporting feature, DISCO users can easily add or import lists of terms and applying across the document corpus or on a subset of the corpus. For each term entered, DISCO calculates the unique document hits as well as unique family hits. With a single click, users can download a report containing the hit count calculations in PDF or Excel format which can be easily shared with users outside the application. At any time, users can use result hyperlinks to search for all or select terms. |
| 4.1.2.4 The system must allow the customer to create, save, and upload templates for data processing. | DISCO allows the customer to create, save, and upload templates for data processing. |
| 4.1.2.5 The system must have pre-built utilities to support processing for various files including imaging, loading, and text files. | As documents are loaded into DISCO, the documents are imaged, text is extracted and non-text bearing documents are automatically OCR'd. In the case of images of email, if no metadata is provided via a load file, the system will automatically OCR the documents and extract basic bibliographic information, which is then loaded into the appropriate field in the database. |

4.1.2.6 The system must support uploading up to 10 GB of data directly from web-browser via "drag and drop".	For 10 GB of data, DISCO offers a simple to use drag and drop interface. For larger data sets, DISCO offers our proprietary High-Speed Uploader. DISCO's High-Speed Uploader allows us to transfer data at up to 3TB per day without required preparatory zip or archive file actions. Data is packetized, encrypted and transmitted using a desktop agent. In the event of dropped connections, etc., the High Speed Uploader will reconnect and resume transmission automatically.
4.1.2.7 The system must allow loading and processing of a data set that has at least 1 terabyte of documents, data, or ESI, into the review tool.	DISCO is a SaaS platform hosted on a massively scalable architecture which scales instantly to handle any spike in processing and storage needs. Unlike competing platforms, feature functionality does not degrade based on the size of the site or the amount of reviewers. DISCO has hosted 24 TB with more than 150 concurrent active reviewers with no degradation in performance.
4.1.2.8 The system must support data reduction and culling (De-NIST; custodial and global Deduplication; filtering by Custodian, file type, date; keyword searching) during processing.	During ingestion DISCO removes system files, globally deduplicates, identifies near-duplicates, threads email conversations and identifies inclusive emails. All Early Case Assessment (ECA) and additional culling are designed to occur within the DISCO review platform. This provides clients direct access to explore data with all the functionality of the DISCO review platform. Once junk data has been identified, that content may be removed or suppressed. Users have the full capabilities of DISCO review for this ECA workflow and can leverage search term reports, date restrictions, metadata filters, visualizations, file type culling, and other capabilities.

4.1.2.9 The system must include built-in ESI processing capabilities (extraction of text and metadata, imaging, numbering, OCR, load file creation).	As part of our processing activities, DISCO will extract the full contents within containers files, including mail archives, (i.e. ZIP, RAR, PST, MSG, DBX, EML, NSF, etc.) directly, without intermediate processing. The container is treated as a folder; meaning that no family relationships or attachment connections are maintained during the review process at the container level. DISCO can handle multiple level containers such as a ZIP within a ZIP. A full file path is always maintained as part of the extracted metadata to allow for users to identify other items contained within the same original file.
	DISCO can process data from a wide variety of sources, including Windows and Mac operating systems. At ingestion, we perform De-NIST and deduplication. Reviewers see a single copy of all deduplicated documents or email families, along with information about other custodians in possession of the record. We allow the option of "reduplication" at production via a simple user selection if it's desirable to provide multiple copies of deduplicated files. We also create PDF images for all files, OCR all files to ensure searchability, identify email threads, near duplicates and "inclusive email messages".
	In addition to the standard metadata field list, we also extract the following additional fields for purposes of search and/or production: Title, Attachment Count, Hidden Type (for Microsoft Office files), MessageID, ThreadID, Attachment, Date Received, File Extension, Document Type, File Length (character count), Family Date, File Name, Hash, Page Count, and Time Zone. DISCO's standard metadata field list can be found at this link: https://support.csdisco.com/hc/en-us/articles/204736704-Metadata-What-Metadata-Does-DISCO-Extract-.
	All fields listed in the link are derived from file system metadata except for email header information and PDF last modified dates. Those are identified using application metadata.
	In addition, our data model is expandable and flexible so we are happy to work with the State of West Virginia to capture and manage additional metadata fields that would provide value in your workflow.
	Foreign Language documents are supported, including double byte languages. Text may be searched using the native language, as well.
4.1.2.10 The system must keep e-mails and families together and locate orphaned documents during processing.	Within DISCO Review, users will have access to related documents, which includes identification of families, orphans, conversations and inclusive emails, and near duplicates. This information can be used for searching and can be easily viewed within the related documents browser.
4.1.2.11 The system must support extraction and processing of files within container files such as zip and rar, and support the processing of files in nested containers or folders.	As part of our processing activities, DISCO will extract the full contents within containers files, including mail archives, (i.e. ZIP, RAR, PST, MSG, DBX, EML, NSF, etc.) directly, without intermediate processing. The container is treated as a folder; meaning that no family relationships or attachment connections are maintained during the review process at the container level. DISCO can handle multiple level containers such as a ZIP within a ZIP. A full file path is always maintained as part of the extracted metadata to allow for users to identify other items contained within the same original file.

4.1.2.12 The system must have the ability to ingest, process, and view multiple file types.	At this time, there are no known file types that DISCO cannot ingest.
	If an ingested file cannot be processed, DISCO will create a record of that file but it won't be able to extract text, generate images, and extract any metadata. The file will still be downloadable in its native format.
4.1.2.13 The system must allow for load file import and export.	DISCO provides all clients with a full data management suite. The suite provides users with the ability to ingest large amounts of native files, ingest produced data using load files, and updated records via Overlays. With Load File Ingestion, the client can control how metadata fields are mapped, create new custom fields on the fly, and DISCO will run validations on the load file prior to ingestion to ensure data will load correctly. For clients who either do not want to load their own data or who need help, DISCO has a full-service Customer Success department available to assist.
	DISCO allows the user to produce in industry-standard load files with complete control over customized load file fields.
4.1.2.14 The system must allow the user the ability to create templates for processing, production, import, export.	There are available templates within a review site for processing, production, import and export.
4.1.2.15 The system must be able to securely transfer ESI to the review tool.	DISCO offers a simple to use drag and drop interface. For larger data sets, DISCO offers our proprietary High-Speed Uploader. DISCO's High-Speed Uploader allows us to transfer data at up to 3TB/day without required preparatory zip or archive file actions. Data is packetized, encrypted and transmitted using a desktop agent. In the event of dropped connections, etc. High Speed Uploader will reconnect and resume transmission automatically. Traditional data transfer methods such as SFTP, FTP and Hard Drives are also available.

4.1.3 Review – e-Discovery System

4.1.3.1 The system must allow users to review and analyze ESI productions.	DISCO can ingest industry-standard production load files with accompanying image and text files for users to review.
4.1.3.2 The system must allow users to identify and remove duplicate documents and data.	When data is ingested from native files, DISCO will "deduplicate" by suppressing additional copies of individual files or duplicative email families. At processing, a field that tracks which custodians had the file can be used to readily filter to a complete record of a specific custodian's data. During review, suppressing extra copies increases review efficiency, while maintaining consistency of review. At production, teams may produce a fully deduplicated set of documents or, at their choice, produce a completely "reduplicated" set of documents, in which case all duplicates of files or families marked for production are included in the production output.

4.1.3.3 The system must allow users to redact and highlight portions of the document.	DISCO provides a robust and customizable redaction capability, including page-level and multiple page redaction; navigation from redaction to redaction is not supported. There are several search syntax, however, that allow users to identify and navigate through redacted documents.
	In addition to persistent hit highlighting for single terms, DISCO will also persistent-hit highlight terms based on proximity criteria. As an example, if the team desires to highlight "law firm" but only when the words are within two words of each other, DISCO's persistent hit highlighting feature will do so. It is possible to use "law /2 firm" and only see those terms highlighted when they meet that proximity criterion.
4.1.3.4 The system must allow users to search, tag, index, and code information and provide advance search features including but not limited to keyword, Boolean, stemming, wildcard, fuzzy, proximity and other search types.	DISCO's review platform includes all features for an end-to-end review: full text search and fielded search using Boolean connectors (and, or, proximity, stem, wildcard) and fuzzy search; an interactive search builder with clickable search examples; search history; saved searches; tagging; customizable folders for database organization; and mass tagging and foldering.
4.1.3.5 The system must process searches, display documents, and allow users to perform document review with minimal loading times.	DISCO delivers the fastest performance in the industry, with 1/10-second search and 1/3-second document viewing, even in databases with more than 100 million documents and even for the largest and most complex file types.
4.1.3.6 The system must include a file viewer that easily and quickly opens files without needing to install additional applications. Supported files must include: [.docx, .xlsx, .pdf, .jpg, .jpeg, .mov, avi, .rtf, .txt., pub, .pptx]	All file types mentioned are supported in the DISCO viewer. In addition, DISCO offers a native Excel viewer that was developed in-house. DISCO tested all of the popular plug-ins available and in use by other review platforms and found that they could not perform to DISCO standards. Rather than compromise the platform with sub-par 3rd-party technology, DISCO engineers chose to build it themselves. The result is a near-native viewer for Excel that performs at the same incredible speed as the rest of the platform.
	At this time, there are no known file types that DISCO cannot ingest. If an ingested file cannot be processed, DISCO will create a record of that file but it won't be able to extract text, generate images, and extract any metadata. The file will still be downloadable in its native format.

4.1.3.7 The system must support searching on tags/codes and metadata.	DISCO supports searching on tags and metadata. DISCO offers simple, guided search methods and tools that require little, if any, training to gain proficiency. These include:
	Search Visualization - Users can leverage Search Visualization to visually assess, interact and filter on a variety of key objectives (ie. system and file attributes) and subjective (ie. work product) metadata fields or document tags. It is the perfect feature to evaluate large initial data sets, whether your own data or an inbound production, to identify patterns and trends (or the absence of, which often provides greater value).
	Search Filters - Users can leverage Search Filters which are powerful, dynamic filters for key objective (ie. system and file attributes) and subjective (ie. work product) metadata fields or document tags. As search parameters or filters are applied to the data set, the values and counts for Search Filters are dynamically updated. Users can stack multiple levels of Search Filters.
	Search Builder - The interactive Search Builder helps you create complex search queries without an in-depth understanding of DISCO's search syntax. Builder allows users to select from both objective (ie. system and file attributes) and subjective (ie. work product) metadata fields. With each field selection, DISCO provides field descriptions and syntax suggestions. Furthermore, all searches are run in the background and a preview of your search results provided prior to running the search.
	Search Term Reporting - DISCO users can easily add or import lists of terms and apply those across the document corpus or on a subset of the documents. For each term entered, DISCO calculates the unique document hits as well as unique family hits. With a single click, users can download a report containing the hit count calculations in PDF or Excel format which can be easily shared with users outside the application. At any time, users can use result hyperlinks to search for all or select terms.
4.1.3.8 The system must allow the user the option to assign and self-assign batches for review.	DISCO's Review Stages allow reviewers to pull batches from a static or dynamic source. Admins can create workflow dependencies; for example, Second Pass Review should only include documents tagged as Responsive or Needs Further Review. With DISCO's "just-in-time" batching, the platform will aggregate records that meet the Review Stage criteria and enable a new batch when reviewers are ready. Although these can be adjusted at any time, DISCO Admins spend far less time managing batches and review workflow due to the easy to control automation built-in. As an added benefit, each Review Stage has built-in, business intelligence-driven dashboards to monitor progress and forecast completion.

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4.1.3.9 The system must provide search engines that support both Elasticsearch and dtSearch indexing and searching options within a single matter.	DISCO utilizes Elasticsearch as our underlying database technology. This fundamental difference versus SQL based products is at the core of our rapid search results. Throughout the product, this allows differentiators. As an example, as users are building searches, the criteria applied is tested, which allows forecasting of search counts and alerts to the user to malformed search criteria. Additionally, this kind of forecasted results is available when simply hovering over Saved Searches. As data is loaded into DISCO, it is automatically indexed and documents are ready to search on initial presentation in the database. Moving forward, no re-indexes, pack and reindex, or similar and common index management processes are required. Because of the speed of Elasticsearch, DISCO does not have stop word indexes and all terms outside of reserved search operators are indexed and available for search. DISCO can support dtSearch through forensic tools in the same matter.
4.1.3.10 The system must allow the user to create workspaces, folders, etc., for customizable document organization.	Custom foldering is available to help create and maintain the structure of data within a database. Unlike other platforms, documents can live within multiple folders which adds flexibility to document organization. For added convenience, documents can be automatically tagged and/or foldered at ingestion time. Folders can be restricted based on custom permissions. Folders are also used regularly for managing document permissions at the user role (group) level.
4.1.3.11 The system must provide full administrator rights to the customer, including the ability to assign roles/ permissions, create review assignments and/ or review batches for reviewers.	Matter administrators can control access to features, work product, or document sets. Through the use of custom roles, administrators can restrict users access to features such as ingest, production, and mass actions. Furthermore, they can control users ability to view and/or edit work product such as fields and tags. With document-level permissions, administrators can create rules governing users abilities to view and/or edit sets of documents. Combined, these permissions allow administrators to parse out document sets and work product to various users within the same matter.
4.1.3.12 The system must allow for the customization of coding panels.	DISCO allows for full customization of coding panels.

4.1.4 Advanced Analytics – eDiscovery System

4.1.4.1 The system must include the following content & context analysis capabilities: topic clustering, email threading, near-duplicate analysis, entities recognition.	Email threads are identified and are represented via a graphical representation. "Last In Time" or "Inclusive" messages are indicated in the graphic and users may navigate the thread freely with an ability to return to their "Starting Document". We do not offer star mapping, but instead have an alternative method of graphically representing communications between parties and individuals. Note that in addition to performing threading on native files and images, DISCO also has an ability to thread incoming production that has endorsements for confidentiality and Bates Numbers. We can identify "metadata" in the topmost message header and will enter those values into the To, From, Date and Subject fields in the database to enhance both searching and review.
	Near Duplicates are identified, as well and noted in the database. DISCO's Near Duplicate analysis differs from traditional Near Duplicate identification in that reviewers may expand or contract the presented set of nearly duplicate documents. If a reviewer has exhausted all records in an ND set, they may lower the similarity threshold to bring more documents into the group. Similarly, reviewers may restrict the set of presented records in the ND set by raising the threshold. This is dynamic and does not require reprocessing to expand or contract ND sets. Mass tagging is available in this function, as well as an easy way for reviewers to return to the "starting document" in the ND group.
	DISCO does not perform unassisted concept analysis at this time. However, as reviewers are working and assessing documents, DISCO's AI function monitors document calls and performs Netflix-like tag recommendations. As more and more documents are tagged, the system is better able to predict tags appropriate for a record. Unlike some other assisted review practices, this does not require seed sets, training or validation rounds or any other type of analysis to be implemented. Additionally, queries may contain criteria to identify, for example, documents that have a "Highly LIkely" potential for tagging for a certain category of tag. This can accelerate review dramatically.
	DISCO has developed a review methodology to leverage this function, which we employ in our Managed Review operation. This methodology allows our Managed Review projects to see review rates that are significantly faster than traditional review processes, with very low overturn rates.

4.1.4.2 The system must provide predictive coding, advanced artificial intelligence (AI) and Technology Assisted Review (TAR) technologies including TAR 1.0 and TAR 3.0.	DISCO AI (Artificial Intelligence), a proprietary tool within the platform, takes the idea of machine learning to a new level. Instead of complicated workflows or required seed set development, (associated with early versions of TAR), DISCO AI creates models of categories of your data by analyzing prior coding decisions. These listening posts monitor coding decisions and learn from them in order to suggest relevant content that is conceptually similar (as determined by complex algorithms and deep learning techniques). Instead of stabilization or a requirement that the system is instructed to learn from an iteration of review decisions, the system engages a process of Continuous Asynchronous Learning that allows learning to occur in close to real time.
	DISCO AI does not require a specific workflow in order to produce actionable results. DISCO's professional services team can help consult and implement various predictive workflows to ensure the client achieves a highly efficient and effective review. That said, our approach is simple and consulting is often not necessary. DISCO maintains legal and technology professionals with extensive experience in various TAR workflows (and respective technologies). Employees of DISCO prior to employment by DISCO have testified as to predictive analytics. DISCO to date has not provided expert testimony related to DISCO AI (and given the approach of DISCO AI, it is unlikely whether our workflows would ever be challenged in Court or need expert testimony to defend it). Should the need arise DISCO will provide full support to validate our approach and its results.
4.1.4.3 The system must provide Active Learning (story builder with continuous active learning analytics).	DISCO Artificial Intelligence (DISCO AI), a proprietary tool within the platform, takes the idea of machine learning to a new level. Instead of complicated workflows or required seed set development that is associated with early versions of TAR, DISCO AI creates virtual listening posts in the review environment. These listening posts monitor coding decisions and learn from them in order to suggest relevant content that is conceptually similar (as determined by complex algorithms and deep learning techniques). Instead of stabilization or a requirement that the system be instructed to learn from an iteration of review decisions, the system engages a process of Continuous Asynchronous (and Active) Learning that allows learning to occur in near real-time. For more information, please see the attached documents entitled "Tag Predictions" and "White Paper: Tag Predictions, How DISCO AI is Bringing Deep Learning to Legal Technology" and watch this short video: https://www.youtube.com/watch?v=v-blejgMZhM
	DISCO AI does not require a specific workflow in order to produce results. DISCO's professional services team can help consult and implement various predictive workflows to ensure your team achieves a highly efficient and effective review. DISCO maintains legal and technology professionals with extensive experience in various TAR workflows (and respective technologies).

4.1.5 Security – eDiscovery System

4.1.5.1 The system must provide secure authorized access and have multi- factor authentication for each user to prevent unauthorized access.	Site access is specific to user account assignments at the review matter level. This is fully managed by the State of West Virginia administrator-level users. User accounts assume feature and function access based on user-group permissions set by the site administrator. DISCO supports two-factor authentication via email. This can be enabled for any user. DISCO also supports SSO via SAML.
4.1.5.2 The systems must provide automatic session termination if no activity with a prescribed period of time.	A session is terminated after 2 hours of idle time.
4.1.5.3 The system must allow a client administrator to restrict security rights at the individual, group or role level.	User functionality is managed by Roles, which are created within DISCO and assigned to users as needed. Roles are fully customizable by the client administrator at an extremely granular level. Application features are able to be enabled or disabled by the creation of custom roles.
4.1.5.4 The system must provide a security level that allows system administrators to add new users to the system and edit existing user permissions.	DISCO's product provides complete control by system administrators to add or remove user accounts at any time. Permissions are fully customizable by the client administrator at an extremely granular level.
4.1.5.5 The vendor must provide regular maintenance including new releases and updates.	Maintenance is automatically provided by DISCO and includes new releases and updates. After extensive development, DISCO's unique Law Review process, and product testing, DISCO releases new features within the product every two weeks. DISCO's design philosophy is driven by a profound respect for the law. This is demonstrated in weekly Law Review meetings, where design mocks are reviewed by a room of legal professionals. Seasoned attorneys, project managers, litigation support professionals, and technical experts analyze each phase of the development process to assure that every feature works intuitively. When a feature is in development, no less than three iterations of review, from low resolution mocks to a working product, are set before the legal team for scrutiny. When problems or recommendations arise, the team continues to iterate until a solution is found. The guiding philosophy is this: quality and refinement are not to be compromised in favor of velocity. The DISCO Law Review creates a product that feels intuitive to legal professionals. Quick onboarding and rapid feature adoption are all outcomes of this design diligence. Powered by The Law Review, DISCO creates features that solve the problems you experience. Things work as you would expect; the details beneath the surface allow for a powerful, yet easy-to-use interface.

4.1.5.6 The system must provide at least 256-bit encryption to the data when at rest and in transit.	All data is encrypted at rest and in transit. DISCO customers send data to us via secure FTP, HTTPS or on an encrypted hard drive. All ingested data is protected using SHA-256 key exchange, AES-256 encryption, and TLS, SSH, and SCP for transfers. Thus, customer data is protected both in transit and on disk at our US-based AWS DISCO data centers.

4.1.6 Production – eDiscovery System

4.1.6.1 The system must provide production of the ESI in a variety of formats including as searchable PDF, native or images and text with a load file.	DISCO's Production feature set is flexible and configurable to support the most complex production format specifications. There are no additional charges for the creation or downloading of Productions. Native file exports are supported via the Productions area of the application. By default, native files are named according to the beginning Bates (BEGBATES) number of the production record. Image export options include PDF, TIFF and/or JPG. When redactions are applied, all images are re-OCRed to remove redacted text from inadvertently being produced. Users can specify, based on file type, which records in a production should be produced in native format rather than image format. Branding is limited to image versions of documents. Branding options in DISCO include Bates branding, custom designation branding (i.e. Confidential) and redactions. Production settings are saved to allow for one-click reuse.
4.1.6.2 The system must have a wizard-driven production process.	DISCO offers a clean production interface that logically arranges production options from top to bottom. As admins move through the production screen they select which documents will be produced, what stamps will be applied along with output options such as type of images, load file contents, and custom slip sheets.
4.1.6.3 The system must have self-service production capabilities to allow the user to prepare and export from start to finish/download.	DISCO has self-service production capabilities to allow the user to prepare and export from start to finish/download
4.1.6.4 The system must allow the user to view all productions for a single file in the review platform.	Production images are reloaded into the database and are viewable from the original record. If a document is produced multiple times each production image will be available in the viewer.

4.1.7 Professional Services and Training – eDiscovery

4.1.7.1 The vendor must provide Agency individualized live training for up twenty agency users per session.	Unlike legacy platforms that require extensive training and certification to use, DISCO is designed to be intuitive and user-friendly. While DISCO needs much less training to get started, we feel that training is an essential part of a client's successful implementation. Custom, individualized training is offered as part of this response.

To ensure our clients can use DISCO effectively, we offer a variety of training options all delivered by our Certified e-Discovery Specialist Training Group. These options include:

- Free on-demand live webinars - For example, we offer DISCO 101: Search and Review, a live one-hour training webinar for DISCO users, designed and delivered by a certified E-discovery trainer. This complimentary webinar will accelerate your understanding of DISCO and help you do your job more effectively. Other free live webinars include: DISCO Admin; Review Workflows; Data Ingest; and Advanced Data Handling.

- Free on-demand videos - DISCO has a series of advanced training videos that help you delve deeper into key functional areas of DISCO that best align with your role

- Free on-line Knowledge Base - is a comprehensive resource for product information. From getting started guides and FAQs to release notes.

- Personal training sessions - DISCO offers customized private training, tailored to your organization's needs. Our team can deliver these training sessions in person or remotely. |
4.1.7.1.1 The vendor must record live trainings and provide recorded training to the client at no additional cost.	At the State of West Virginia's request, DISCO will record live trainings and provide recorded training to the client at no additional cost.
4.1.7.2 The vendor must provide reviewer training and client administrator/ organization administrator training.	DISCO will provide reviewer training and client administrator/organization administrator training.
4.1.7.3 The vendor must record live trainings and provide recorded training to the client at no additional cost.	At your request, DISCO will record live trainings and provide recorded training to the client at no additional cost.
4.1.7.4 The system must provide access to a knowledge base or help center, technical documentation, and online support resources.	The State of West Virginia can access DISCO's full library of training materials and knowledge base to gain valuable insights and answers to all technical questions.

4.1.7.5 The vendor must provide support services for the initial setup and configuration.	DISCO's implementation team provides end-to-end consulting services for optimizing the rollout of DISCO -- whether you are transitioning from another e-Discovery platform, establishing an organization-wide e-Discovery program for the first time, or expanding your DISCO footprint. DISCO's implementation team can provide as much or as little guidance as needed, from taking the lead on a full-firm rollout to providing ad-hoc consulting.
	DISCO completes each implementation by providing tailored workflows and playbooks (for e.g. ECA, review, migration, matter management) which lays out best practices to enable you to get the most out of DISCO in a way that makes sense across your organization.
4.1.7.6 The vendor must provide support services for the duration of the contract for ongoing maintenance.	DISCO will provide support services for the duration of the contract for ongoing maintenance.
4.1.7.7 The vendor must offer client services support including project management and technical support services.	Data Services & Technical Support: DISCO's data services team is available 24/7/365 by phone, email or secure chat through our support website for all product users. On average, DISCO Support responds to tickets in less than 20 minutes and the average time to resolve tickets is less than 2 hours.
	Project Management (Consulting, Hosting, Search and Review, Production): Project managers assigned to your account will be available during normal business hours within his or her respective time zone (8:00 am to 6:00 pm, Monday through Friday). However, all project managers are considered "on-call" on an as-needed basis. The State of West Virginia will be provided with all necessary contact information for their dedicated support team to ensure consistent project management regardless of time. Additional escalation resources are provided for purposes of redundancy in situations when project managers may be unreachable.
	Client Success Manager: A dedicated client success manager will be assigned to the State of West Virginia account. He or she will be available during normal business hours, Monday through Friday and available for escalations as needed. Your client success manager is available as a non-billable resource to assist you with feature requests, escalations and driving overall success with the use of DISCO.

4.1.7.8 Project Management — eDiscovery

4.1.7.8.1 Vendor must have the ability to participate in ad-hoc meetings to address an issue or concern.	From case kickoff to close out, our team of project managers is prepared to plan, set up, and manage your case based on your custom requirements. Made up of former practicing attorneys and expert consultants from leading e-Discovery service companies, our team of project managers has the experience and knowledge needed to handle your most complex cases. Whether tasked with project planning, setting milestones, applying best practices, providing one-on-one personal training, implementing artificial intelligence workflows, consulting with our in-house data services and forensic personnel, or overseeing a managed review project, our team is prepared to run your project from start to finish.

4.1.7.8.2 Vendor must have the ability to provide consulting services for any activity client will undertake with a 3rd party vendor (e.g., data collection).	DISCO staffs each client engagement based on the requirements of our clients' enterprise and matter-specific goals. With a heavy focus on client success, team members from across the organization will play key roles with the State of West Virginia. With a high percentage of veteran attorneys holding leadership and professional services positions, DISCO is uniquely qualified to understand the needs of our clients. With this strength, we provide industry leading consulting and services beyond those found at a typical litigation support vendor.
4.1.7.8.3 Vendor must have the ability to define, create, and deliver custom reports for client.	Users can create custom reports from within the DISCO platform. Additionally, your DISCO Project Management team can create custom reports.
4.1.7.8.4 Vendor must have the ability to work with client on custom requests, custom reports, etc.	Custom reports can be created by our Project Management team as requested.

4.1.7.9 Technical Support – eDiscovery

4.1.7.9.1 Vendor must have the ability to provide User Administration	DISCO has the ability to provide User Administration. User functionality is managed by Roles, which are created within DISCO and assigned to users as needed. Roles are fully customizable by the client administrator at an extremely granular level. Application features are able to be enabled or disabled by the creation of custom roles.
4.1.7.9.2 Vendor must have the ability to provide Early Case Assessment, Review, or Production Support	DISCO provides Early Case Assessment, Review, and Production Support.
4.1.7.9.3 Vendor must have the ability to provide System Configuration	DISCO provides System Configuration.

4.1.7.9.4 Vendor must have the ability to provide Search Creations	DISCO offers simple, guided search methods and tools that require little, if any, training to gain proficiency, but our Project Management team is always there to assist! Search tools include:
	Search Visualization - Users can leverage Search Visualization to visually assess, interact and filter on a variety of key objectives (ie. system and file attributes) and subjective (ie. work product) metadata fields or document tags. It is the perfect feature to evaluate large initial data sets, whether your own data or an inbound production, to identify patterns and trends (or the absence of, which often provides greater value).
	Search Filters - Users can leverage Search Filters which are powerful, dynamic filters for key objective (ie. system and file attributes) and subjective (ie. work product) metadata fields or document tags. As search parameters or filters are applied to the data set, the values and counts for Search Filters are dynamically updated. Users can stack multiple levels of Search Filters and easily apply search terms on the filtered dataset.
	Search Builder - The interactive Search Builder helps you create complex search queries without an in-depth understanding of DISCO's search syntax. Search Builder allows users to select from both objective (ie. system and file attributes) and subjective (ie. work product) metadata fields. With each field selection, DISCO provides field descriptions and syntax suggestions. Furthermore, all searches are run in the background and a preview of your search results provided prior to running the search.
	Search Term Reporting - DISCO users can easily add or import lists of terms and apply those across the document corpus or on a subset of the documents. For each term entered, DISCO calculates the unique document hits as well as unique family hits. With a single click, users can download a report containing the hit count calculations in PDF or Excel format which can be easily shared with users outside the application. At any time, users can use result hyperlinks to search for all or select terms.

4.1.7.9.5 Vendor must have the ability to provide Batch Creations	DISCO provides best-in-class workflow tools for managing large, complex cases, including review stages with automated routing, just-in-time batching, custom coding panels and rules, custom views, statistical QC, and real time reviewer metrics.
	Review stages can be created by an administrator from a search or a folder. Additionally, stages can be configured to include all documents in the search, those documents plus attachments or entire conversations, of which one member hits on search criteria that deems it appropriate for review. If desired, DISCO can automatically create batches that present "Inclusive Email" messages only and any attachments found in the thread. This typically reduces the reviewable population by between 15 and 25%.
	Batches are created on the fly rather than ahead of time. This allows newly added data to be easily prioritized for review without having to go batch and remove existing batches and re-batch or having an extensive number of batches built and requiring reviewers to do a search for the correct batch. As an example, if a priority custodian is identified and data is rolling into the database on an ongoing basis, the batch structures can be set to prioritize documents for one custodian over another. This ensures that documents for the priority custodian are batched and checked out first. If all documents for the priority custodian are in review, the next batch generated will pull from the next custodian on the priority list. Since batches are created on the fly, there is no tracking for specific batches, but documents may be queried for review status and selected for quality control using DISCO's built-in QC module.
	To ensure the completeness of review and the consistency of review, DISCO includes a statistical QC process that will help teams analyze current productivity rates, forecast completion dates, show typical selection rates for individual tags, identify outlier reviewers whose tag application rates differ from other reviewers, as well as an analysis of whether QC'd documents are being incorrectly tagged or the correct tag is being missed. This QC process can be undertaken shortly after review begins as a way to perform process improvement early in the case.
4.1.7.9.6 Vendor must have the ability to provide View Creations	Users are able to create custom views using metadata and work product columns to facilitate their review tasks. Custom Views may be shared with case team members.

| 4.1.7.9.7 Vendor must have the ability to provide request technical assistance/ leverage support services for tasks agency has the ability to perform. | Use DISCO's professional services team as an extension of your own team to provide advice and assistance at all phases from initial receipt of documents to discovery disputes to depositions and motions to case selection, trial, settlement, and administration. Telephone, email support, and the online DISCO help center with videos showing you how to do all common tasks is available through DISCO technical support, and personalized training is available through DISCO professional services.

Technical Support: For immediate help with technical issues call, email, or live chat with our support team 24/7, every day of the year. If you prefer to find answers on your own, you can access our full library of training materials and knowledge base to gain valuable insights and answers to all your technical questions.

Project Management: From case kick off to close out, our team of project managers is prepared to plan, set up, and manage your case based on your custom requirements. Made up of former practicing attorneys and expert consultants from leading ediscovery service companies, our team of project managers has the experience and knowledge needed to handle your most complex cases. Whether tasked with project planning, setting milestones, applying best practices, providing one-on-one personal training, implementing artificial intelligence workflows, consulting with our in-house data services and forensic personnel, or overseeing a managed review project, our team is prepared to run your project from start to finish.

Data Services: Data handling, management, and processing are our core strengths. Whether your case requires data collection, complex data migration, data culling, dealing with uncommon, unique, or new data types, or the creation of custom scripts and multifaceted reporting, DISCO's data services team has the expertise to fix any data-related issues. Whether you send the data directly to us, or whether our team remotely accesses your data storage systems to deal with your structured or unstructured data, we offer repeatable and defensible processes, so spoliation is never an issue.

DISCO Managed Review: DISCO's managed review offering has fundamentally changed traditional review by leveraging AI to find relevant documents faster, increase review speeds, and build better, more accurate quality control protocols. The result is a solution that delivers reviews 60% faster than the industry average, with high accuracy, that consistently concludes under budget for the client. Also by dealing with a single-source provider, you sign one contract, receive one invoice, and interact with one point of contact for your project — DISCO handles the rest.

DISCO Forensic Services: DISCO offers a complete suite of forensic services, which includes forensic preservation, collection, analysis, and consultation, all performed by experienced Certified Forensic Examiners using defensible processes and methods. Collected data can be loaded directly into your DISCO review platform or culled in advance. All data transfers are encrypted to ensure data integrity. In addition to preserving data integrity, using DISCO as a single provider for forensic services and discovery removes unnecessary delays, allowing you to start reviewing documents quickly. |

4.1.8 Support - eDiscovery

4.1.8.1 Support by telephone, online, in-app, and email 24 hours-a-day, 7 days-a-week, 365 days-a-year for troubleshooting technical issues	DISCO's data services team is available 24/7/365. Product users have options by phone, email and secure chat through our support website. Support will answer users' questions and provide basic guidance on product usage, triage issues, and help troubleshoot technical problems.
4.1.8.2 A response time of a minimum of 1 day to request for technical support.	On average, DISCO Support responds to tickets in less than 20 minutes and the average time to resolve tickets is less than 2 hours. DISCO Support is provided at no additional charge. In addition, DISCO will assign dedicated Project Manager(s) for each matter to provide workflow consulting and customized training. DISCO operates with an internal goal of responding to all support requests within 30 minutes.
4.1.8.3Access to knowledgebase, technical documentation, and online support resources.	DISCO maintains an extensive online Knowledge Base at: https://support.csdisco. com/hc/en-us/categories/200306820-KNOWLEDGE-BASE

4.1.9 Billing - eDiscovery

4.1.9.1 Vendor will round up to the nearest next whole gigabyte (GB) for billing and auditing purposes. (Example 1.2GB will be billed at 2.0 GB)	Although this is a manual process, DISCO agrees to do this for the State of West Virginia.
4.1.9.2 Vendor will invoice monthly and will bill at the maximum gigabyte (GB) capacity used by the state.	This billing model is available.
4.1.9.3 Vendor's proposed solution must provide billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by each agency.	This is available. Invoicing breaks out each matter by size for bill-back purposes and custom information may be provided.

4.1.10 Software as a Service Addendum

4.1.10.1 Vendor must sign the attached Software as a Service Addendum prior to award.	DISCO is prepared to work with the State of West Virginia to sign the SaaS Addendum prior to award.

4.1.11 Optional Renewals	
4.1.11.1 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing Division.	Provided in Exhibit A – Pricing Page

	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: 712460

Doc Description: e-Discovery Software as a Service (OT20103)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-20	2020-05-04 13:30:00	CRFQ 0210 ISC2000000024	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:

CS Disco, Inc.
3700 N. Capital of Texas Highway
Suite 150
Austin, TX 78746

Company Phone: 713-231-9100
Contact: Annabelle Berger
phone: 202-257-4362

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature X _(signed)_   FEIN # 46-4254444   DATE 5/1/2020

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

ADDITIONAL INFORMATION:

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

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

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description :

Please see the attached Exhibit A Pricing Page

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Dealine at 9 AM (EDT)	2020-04-28

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: April 28, 2020 at 9:00 AM (EDT)

Submit Questions to: Jessica Chambers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Jessica.S.Chambers@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: Jessica Chambers
SOLICITATION NO.: CRFQ ISC2000000024
BID OPENING DATE: 05/04/2020
BID OPENING TIME: 1:30 PM (EDT)
FAX NUMBER: (304)558-3970

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 _____ 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: May 4, 2020 at 1:30 PM (EDT)

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least $1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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: **Initial Contract Term:** This Contract becomes effective on
upon award and extends for a period of _one (1)_ 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _three (3)_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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☐ **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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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 § 148-1-5.2.b.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR 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.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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.

43. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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.

Annabelle O. Berger, Regional Sales Executive
(Name, Title)

Annabelle O. Berger, Regional Sales Executive
(Printed Name and Title)

_____
(Address)

_202-257-4362_
(Phone Number) / (Fax Number)

berger@csdisco.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.

CS Disco, Inc.
(Company)

Annabelle O. Berger, Regional Sales Executive
(Authorized Signature) (Representative Name, Title)

Annabelle O. Berger, Regional Sales Executive
(Printed Name and Title of Authorized Representative)

May 1, 2020
(Date)

_202-257-4362_
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

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

☑ 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 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.

CS Disco, Inc.
Company

[signature]
Authorized Signature

_5/11/2020_
Date

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

Revised 01/09/2020

SPECIFICATIONS

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

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

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

   2.1 **"Business Hours"** means Monday - Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
   - 2.1.1 New Year's Day (January 1)
   - 2.1.2 Martin Luther King Day (Third Monday in January)
   - 2.1.3 President's Day (Third Monday in February)
   - 2.1.4 Memorial Day (Last Monday in May)
   - 2.1.5 West Virginia Day (June 20)
   - 2.1.6 Independence Day (July 4)
   - 2.1.7 Labor Day (First Monday in September)
   - 2.1.8 Columbus Day (Second Monday in October)
   - 2.1.9 Veterans Day (November 11)
   - 2.1.10 Thanksgiving (Fourth Thursday in November)
   - 2.1.11 Day After Thanksgiving (Fourth Friday in November)
   - 2.1.12 Christmas Day (December 25)

   2.2 **"Contract Services"** means e-Discovery system as more fully described in these specifications.

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

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

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

3.1. The Vendor must be compliant with Internal Revenue Service (IRS) 1075, Section 9.3.1.12 – Remote Access requirements.

3.1.1. IRS 1075, Section 9.3.1.12 states that *"FTI cannot be accessed remotely by agency employees, agents, representatives, or contractors located offshore - outside of the United States territories, embassies, or military installations. Further, FTI may not be received, processed, stored, transmitted, or disposed of by IT systems located offshore."*

4. MANDATORY REQUIREMENTS:

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

4.1.1 General Requirements– e-Discovery System

4.1.1.1 The Vendor must provide an e-Discovery System that is cloud-based (Software as a Service Model).

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

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

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

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

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

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

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

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

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

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

4.1.1.11.1 A system that has two-factor authentication access.

4.1.1.11.2 A system that allows the Agency to have 100% data input automation.

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

4.1.1.11.4 A system that scans files for viruses.

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

4.1.2 Data Loading & Processing- e-Discovery System

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

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

4.1.2.3 The system must allow the client administrator to move data between data stores and conduct early case assessment, including running search terms, and listing and counting file types reports, prior to making the data available to reviewers.

4.1.2.4 The system must allow the customer to create, save, and upload templates for data processing.

4.1.2.5 The system must have pre-built utilities to support processing for various files including imaging, loading, and text files.

4.1.2.6 The system must support uploading up to 10 GB of data directly from web-browser via "drag and drop".

4.1.2.7 The system must allow loading and processing of a data set that has at least 1 terabyte of documents, data, or ESI, into the review tool.

4.1.2.8 The system must support data reduction and culling (De-NIST; custodial and global Deduplication; filtering by Custodian, file type, date; keyword searching) during processing.

4.1.2.9 The system must include built-in ESI processing capabilities (extraction of text and metadata, imaging, numbering, OCR, load file creation).

4.1.2.10 The system must keep e-mails and families together and locate orphaned documents during processing.

4.1.2.11 The system must support extraction and processing of files within container files such as zip and rar, and support the processing of files in nested containers or folders.

4.1.2.12 The system must have the ability to ingest, process, and view multiple file types.

4.1.2.13 The system must allow for load file import and export.

4.1.2.14 The system must allow the user the ability to create templates for processing, production, import, export.

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

4.1.3 Review – e-Discovery System

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

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

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

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

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

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

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

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

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

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

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

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

4.1.4 Advanced Analytics – eDiscovery System

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

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

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

4.1.5 Security – eDiscovery System

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

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

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

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

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

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

4.1.6 Production – eDiscovery System

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

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

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

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

4.1.7 Professional Services and Training – eDiscovery

4.1.7.1 The vendor must provide Agency individualized live training for up twenty agency users per session.

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

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

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

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

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

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

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

4.1.7.8 **Project Management – eDiscovery**

4.1.7.8.1 Vendor must have the ability to participate in ad-hoc meetings to address an issue or concern.

4.1.7.8.2 Vendor must have the ability to provide consulting services for any activity client will undertake with a 3rd party vendor (e.g., data collection).

4.1.7.8.3 Vendor must have the ability to define, create, and deliver custom reports for client.

4.1.7.8.4 Vendor must have the ability to work with client on custom requests, custom reports, etc.

4.1.7.9 **Technical Support – eDiscovery**

4.1.7.9.1 Vendor must have the ability to provide User Administration

4.1.7.9.2 Vendor must have the ability to provide Early Case Assessment, Review, or Production Support

4.1.7.9.3 Vendor must have the ability to provide System Configuration

4.1.7.9.4 Vendor must have the ability to provide Search Creations

4.1.7.9.5 Vendor must have the ability to provide Batch Creations

4.1.7.9.6 Vendor must have the ability to provide View Creations

4.1.7.9.7   Vendor must have the ability to provide request technical assistance/leverage support services for tasks agency has the ability to perform.

4.1.8   Support - eDiscovery

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

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

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

4.1.9   Billing - eDiscovery

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

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

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

4.1.10 Software as a Service Addendum

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

4.1.11 Optional Renewals

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

5. CONTRACT AWARD:

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

Contract will be evaluated on all lines but only awarded on first year.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

5.2 Pricing Page: Vendor should complete the attached Exhibit A-Pricing Page. The unit price will be multiplied with the quantity to provide the extended cost. **The Vendor should respond by entering the total overall cost calculated at the bottom of the Exhibit-A Pricing Page in the wvOASIS pricing section.**

The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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

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

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info.]

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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

   9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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

   9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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

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

10. **VENDOR DEFAULT:**

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

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

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

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

STATE OF WEST VIRGINIA
Purchasing Division

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 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: _CS Disco, Inc._

Authorized Signature: _Kl O'R___   Date: _May 1, 2020_

State of _Virginia_

County of _Arlington_, to-wit:

Taken, subscribed, and sworn to before me this _1_ day of _May_, 20_20_.

My Commission expires _31 December_, 20_23_.

AFFIX SEAL HERE William Pan
        Registration #7826725
        Expiration Date: Dec, 31, 2023

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

<u>Restricted data</u> means personal data and non-public data.

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

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

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

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

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:
   a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

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

b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.

c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.

d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.

e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.

f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.

g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.

h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

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

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

    a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.

    b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.

    c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and the public jurisdiction point of contact for general contract oversight/administration.

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

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

b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.

c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.

d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

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

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

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

   After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.
   d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
   e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

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

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

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

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

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

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

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

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

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

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

c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

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

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

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

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

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

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

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

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

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

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

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:
   a. Access and use the service for its business purposes;
   b. For SaaS, use underlying software as embodied or used in the service; and
   c. View, copy, upload, download (where applicable), and use service provider's documentation.

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

AGREED:

Name of Agency:_____   Name of Vendor:_____

Signature:_____   Signature:_____

Title:_____   Title:_____

Date:_____   Date:_____

Appendix A

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

Name of Service Provider/Vendor: _____

Name of Agency:_____

<u>Agency/public jurisdiction's required information</u>:

1. Will restricted information be processed by the service provider?
   Yes ☐
   No ☐

2. If yes to #1, does the restricted information include personal data?
   Yes ☐
   No ☐

3. If yes to #1, does the restricted information include non-public data?
   Yes ☐
   No ☐

4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
   Yes ☐
   No ☐

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

   Name: _____

   Email address: _____

<u>Vendor/Service Provider's required information</u>:

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

   Name: _Annabelle O. Berger_

   Email address: _berger@csdisco.com_

   Phone Number: _202-257-4362_

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: 712460

Doc Description: Addendum 1-e-Discovery Software as a Service (OT20103)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version
2020-05-01	2020-05-18 13:30:00	CRFQ	0210 ISC2000000024	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:

CS Disco, Inc.
3700 N. Capital of Texas Highway
Suite 150
Austin, TX 78746

Company Phone: 713-231-9100
Contact: Annabelle Berger
Phone: 202-257-4362

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature X _[signature]_   FEIN # 46-4254444   DATE 5/11/2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 is being issued to extend the bid opening date and time two weeks to give the agency time to address all technical questions received.

No other changes.

****

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services: e-Discovery System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description :
Please see the attached Exhibit A Pricing Page

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Dealine at 9 AM (EDT)	2020-04-28

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

Applicable Addendum Category:

[✓]   Modify bid opening date and time

[   ]   Modify specifications of product or service being sought

[   ]   Attachment of vendor questions and responses

[   ]   Attachment of pre-bid sign-in sheet

[   ]   Correction of error

[   ]   Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend bid opening date two weeks to give the agency time to address all technical questions received.

No additional changes.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0210 ISC2000000024

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 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.

CS Disco, Inc.
_____
Company

_____
Authorized Signature

5/11/2020
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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: 712460

Doc Description: Addendum 2-e-Discovery Software as a Service (OT20103)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version
2020-05-08	2020-05-18 13:30:00	CRFQ	0210 ISC2000000024	3

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:

CS Disco, Inc.
3700 N. Capital of Texas Highway
Suite 150
Austin, TX 78746

Company Phone: 713-231-9100
Contact: Annabelle Berger
Phone: 202-257-4362

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature X _____ FEIN # 46-4254444 DATE 5/11/2020

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

Addendum

Addendum No.02 is being issued to address all technical questions received.

No other changes.

****

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Services: e-Discovery System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description :
Please see the attached Exhibit A Pricing Page

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Dealine at 9 AM (EDT)	2020-04-28

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ISC2000000024
Addendum Number: No.02

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[✓] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

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.

Revised 6/8/2012

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0210 ISC2000000024

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 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.

CS Disco, Inc.
_____
Company

_____
Authorized Signature

5/11/2020
_____
Date

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

Revised 6/8/2012