



4155 E. Jewell Ave.  
Suite 600  
Denver, CO 80222  
(303) 320-4420

February 14, 2014

Robert P. Kilpatrick  
Senior Buyer, Purchasing Division  
State of West Virginia  
2019 Washington Street, East  
Charleston, WV 25305-0130

RE: LawBase Response to Solicitation #AGO10814

Dear Mr. Kilpatrick,

Enclosed is Synaptec's proposal to implement LawBase for the State of West Virginia Office of the Attorney General. We believe that LawBase is the best solution for the agency as all of your requirements are met by our product, including integrations to all required third-party applications. Additionally, LawBase is already in use by many other government agencies, including several state Attorneys General offices.

Please feel free to contact me should you have any other questions.

We look forward to earning your business.

Very truly yours,

A handwritten signature in black ink, appearing to read "PHILIP L. HOMBURGER", written in a cursive, stylized script.

Philip L. Homburger  
President

02/19/14 10:24:59AM  
West Virginia Purchasing Division



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### **Attachments**

- Exhibit A – Pricing Page ( in separate envelope )
- Software Attachment AGO10814 – Authorized Signature
- Agreement Addendum for Software – Authorized Signature
- Certification and Signature Page – Authorized Signature
- Purchasing Affidavit – Notarized Authorized Signature
- Vendor Preference Certificate – Authorized Signature
- Addendum No. 1 – Questions/Answers
- Addendum Acknowledgement Form – Authorized Signature
- Worker's Compensation Insurance
- Licensing Agreement
- Contract Manager Contact Information



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

# Solicitation

NUMBER
AGO10814

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BOB KILPATRICK 304-558-8802

V  
E  
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D  
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LawBase  
Attn: Phil Homburger  
4155 E. Jewell Ave., Ste. 600  
Denver, CO 80222

S  
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OFFICE OF THE ATTORNEY GENERAL  
BUILDING 1, ROOM E26  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305-0220 304-558-2021

DATE PRINTED
01/28/2014

BID OPENING DATE:

02/19/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		205-62		
LEGAL CASE MANAGEMENT SOFTWARE AND SUPPORT						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WV ATTORNEY GENERAL'S OFFICE, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE LEGAL CASE MANAGEMENT SOFTWARE WITH SOFTWARE SUPPORT SERVICES, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. AGO10814 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ AGO10814 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: Robert P Kilpatrick

SOLICITATION NO.: AGO10814

BID OPENING DATE: February 19, 2014

BID OPENING TIME: 1:30pm EST

FAX NUMBER: 304-558-3970

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 NA 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: ☐ 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 19, 2014 at 1:30pm EST

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.



## **GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"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:

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**Term Contract**

**Initial Contract Term:** This Contract becomes effective on 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 must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

## **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.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: February 11, 2014 by 12:00pm (noon)

Submit Questions to: Bob Kilpatrick, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax:  
Email: [robert.p.kilpatrick@wv.gov](mailto:robert.p.kilpatrick@wv.gov)

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 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

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and 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.

- ☐ **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.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**  
or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
\$1,000.00 per day for vendor failure causing downtime

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. 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.

- 15. 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.

- 16. 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.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. 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>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

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

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

**53. 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.

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AGO-10814 Case Management Software with Professional Services

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Office of the West Virginia Attorney General to establish an open-end contract for Legal Case Management Software with Professional Services.

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

2.1 **"Contract Item"** means Case Management Software listed in Exhibit A.

2.1 **"Contract Services"** means Case Management Software support/maintenance and custom software configuration, planning, and training. Support will be provided by a per license charge. Planning, Configuration, and Training will be provided by an hourly rate.

2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as AGO-10814.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Services Requirements and Deliverables:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Case Management Software must be LawBase, or equal, and must meet or exceed the mandatory requirements as shown below.

3.1.1 If Vendor bids an equivalent, it should provide documented citations for each specification, i.e., 3.1.2.1, clearly identifying each mandatory and how its software or proprietary feature satisfies the requirement. If not provided with the bid, vendor may be required to provide such clarification prior to award.

3.1.2 **Case Management Software**

3.1.2.1 **Integrations for Case Management**



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**3.1.2.1.1** Contract Item must be integrated into Microsoft Outlook.

**3.1.2.1.1.1** Case Management Software must initiate email from within LawBase, or equal, and save email messages to LawBase, or equal, creating case notes.

**3.1.2.1.1.2** Case Management Software must have the ability to create calendar appointments, allowing said appointments to flow to the Outlook calendar.

**3.1.2.1.1.3** Case Management Software information must have a bi-directional interface with Outlook; this means the ability to be updated in either application and automatically update the other calendar.

**3.1.2.1.2** Contract Item must integrate with Worldox GX3 Professional.

**3.1.2.1.2.1** When in a Contract Item case file, users must have the ability to click a Worldox button to quickly see all the documents associated with that matter.

**3.1.2.1.3** Contract Item must integrate with Juris.

**3.1.2.1.3.1** Case Management Software must have a feature to open a matter in Juris from information entered into a database field in the Case Management Software.

**3.1.2.1.3.2** Case Management Software must use the notes area to create entries that can be exported to Juris as a time entry.

**3.1.2.1.4** Contract Item must integrate with Summation.

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**3.1.2.1.4.1** Case Management Software must allow users to access the information that is normally stored in Summation; this shall include exhibits, deposition transcripts, and witness statements.

**3.1.2.2 The following subsections are required in the default “out-of-the-box” features of the Contract Item.**

**3.1.2.2.1** Case Management Software must be compatible with the following software: Microsoft Exchange 2010 and Outlook 2010, Microsoft Server 2012 and HyperV, Microsoft SQL Server 2012, Windows 7 32 bit or 64 bit, Worldox GX3 Professional, Access Data Summation and Juris Accounting 2.6.

**3.1.2.2.2** Case Management Software must use Smart Folders, or equal.

**3.1.2.2.2.1** Smart Folders, or equal, must have the ability to create custom folders for each attorney to organize their active matters.

**3.1.2.2.3** Case Management Software must use Case Notes, or equal.

**3.1.2.2.3.1** Case Notes, or equal, must allow for an unlimited number of related case notes per client and matter.

**3.1.2.2.3.2** Case Notes, or equal, must have the ability to be entered by any assigned individuals within the Agency.

**3.1.2.2.3.3** Case Notes, or equal, must have the ability to be categorized.

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**3.1.2.2.3.4 Case Notes**, or equal, must have the ability for case notes to be created by dragging messages from Microsoft Outlook into the case file.

**3.1.2.2.4 Case Management Software must use Contacts, or equal.**

**3.1.2.2.4.1** Contacts, or equal, must allow user to track specific types of information for each contact.

**3.1.2.2.4.2** Contacts, or equal, must have customizable interfaces for tracking features referenced in 3.1.2.2.4.1.

**3.1.2.2.5 Case Management Software must use Docketing, or equal.**

**3.1.2.2.5.1** Docketing, or equal, must have the ability to track important deadlines for each matter or contact.

**3.1.2.2.5.2** Docketing, or equal, must remind Agency staff of critical dates, docket dates and important deadlines; this shall allow for reminders Agency-wide or for one case.

**3.1.2.2.5.3** Docketing, or equal, must produce “tickler” reminders for the deadlines.

**3.1.2.2.5.4** Docketing, or equal, must allow users to view these critical dates from either within the matter or contact as well as from the calendar view.

**3.1.2.2.6** Case Management Software must use Conflict of Interest Checking, or equal.

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**3.1.2.2.6.1** Conflict of Interest Checking, or equal, must perform conflict checks as needed by the Agency.

**3.1.2.2.7** Case Management Software must use Reporting, or equal.

**3.1.2.2.7.1** Reporting, or equal, must use a Query builder.

**3.1.2.2.7.2** Reporting, or equal, must run ad hoc reports and saved queries.

**3.1.2.2.7.3** Reporting, or equal, must run export search results to HyperText Markup Language and text files, as well as Excel and Extensible Markup Language.

**3.1.2.3 Case Management Software must be concurrent licensing.**

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

**3.2.1 Case Management Professional Services**

**3.2.1.1 Qualifications:**

**3.2.1.1.1** Vendor shall have the following minimum qualifications. Vendor shall demonstrate at least five (5) years' experience through submission of resume detailing experience in Case Management Systems. This shall include at least one (1) Case Management System successful installation reference for a user base of at least fifty (50) users. Vendors not providing this information with their bid will be required to submit upon request, prior to award of contract.

**3.2.1.1.2** The Vendor is solely responsible for all work performed under this contract and for all services

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**AGO-10814** Case Management Software with Professional Services

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offered and products to be delivered under the terms of this contract. If the awarded vendor is not the direct source, the vendor must provide documentation of being an authorized reseller to provide the software, software updates, maintenance and technical support. This documentation must be provided prior to award of the contract.

**3.2.1.1.3** The Vendor should have Structured Query Language 2012 database experience.

**3.2.1.1.4** The Vendor should have experience with legacy Structured Query Language database migrations, permissions and authentications in a Windows Server 2012 Active Directory environment, and backups to NAS and SAN storage devices.

**3.2.1.1.5** The Vendor should be experienced in deploying their product in a 2012 Windows Hyper-V server environment.

**3.2.1.1.6** The Vendor should be experienced in deploying their product in a Windows 7 desktop environment, including packaging their software for Windows System Center Configuration Manager automated deployments on a Windows 7 image.

**3.2.1.1.7** The Vendor should be experienced with legal electronic file administration including client-matter based folder and security structures, ethical walls, and legal holds.

**3.2.1.2 Planning**

**3.2.1.2.1** Vendor must lead and conduct an audio conference or webinar with Agency to plan the configuration of the case management system. Planning must consist of conference sessions with a minimum time of ninety (90) minutes per session and up to an aggregate of eight (8) hours for this requirement.

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**3.2.1.2.2** Microsoft SQL migrations, folder structures, general security policies, work flow, application integration, custom database interfaces, and custom database integration must be established during planning.

**3.2.1.3 Configuration**

**3.2.1.3.1** The initial point of configuration must be in the Agency main data center. The Case Management Software will be configured on an Agency-provided Windows 2012 Server virtual machine.

**3.2.1.3.2** Configuration of elements in 3.2.1.2.2 must follow requirements identified by the Agency during Planning sessions.

**3.2.1.3.3** Vendor must integrate Agency Juris, Microsoft Outlook, Worldox, and Summation software with the Case Management software.

**3.2.1.4 Training**

**3.2.1.4.1** Vendor training of system administrators will be for a minimum of eight (8) hours. This includes: security, end-user support, Juris, Microsoft Outlook, Worldox, and Summation software integration trouble shooting. This training will be done through a remote webinar and audio conference.

**3.2.1.4.2** Vendor must host a remote webinar for collaborative training with system administrators and division administrators for

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the Agency. This must be for a minimum of eight (8) hours.

**3.2.1.4.3** Vendor training of end users must have a maximum class size of four (4) participants and last for a minimum of sixty (60) minutes. This includes a general overview for usage of integration use, best practices for data quality, and use of custom databases within Case Management Software. This will be for a total of up to fifty (50) participants. This training will be done through a remote webinar and audio conference.

**3.2.1.5 Support/Maintenance**

**3.2.1.5.1** Vendor must provide direct technical support by telephone Monday through Friday 8:00 A.M. to 7:00 P.M. Eastern Standard Time.

**3.2.1.5.2** Vendor must provide 24 hour e-mail support.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by using unit price multiplied by quantity equals extended price. 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 Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the

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approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

## 5. ORDERING AND PAYMENT:

**5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**5.2.1** The Vendor must bill for actual time spent per instance with a documented explanation of the charge.

## 6. DELIVERY AND RETURN:

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving an Agency order. Vendor shall deliver the default out-of-the-box software immediately thereafter, or (at the latest) prior to the planning session. Contract Items must be delivered to Agency at State Capitol Building Room 1 RM 26E Charleston, WV 25305.

**6.1.1** Planning shall begin immediately after issuance of the Agency Order and last no longer than ten (10) calendar days.

**6.1.2** Initial Configuration for "out-of-the-box" licensed and proprietary features shall begin after Planning has ended and take no longer than thirty (30) calendar days.

**6.1.3** Training shall begin after Configuration has ended and take no longer than ten (10) calendar days; this shall include administrative and end-user training.



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**6.1.4** Total Case Management Software, Professional Services Planning, Configuration, Training, and legacy structured query language data migrations shall be completed in fifty (50) calendar days after issuance of the Agency order.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 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.

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**8 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:

- 8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**9 VENDOR DEFAULT:**

- 9.1 The following shall be considered a vendor default under this Contract.
  - 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
  - 9.1.2 Failure to comply with other specifications and requirements contained herein.
  - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - 9.2.1 Cancellation of the Contract.
  - 9.2.2 Cancellation of one or more release orders issued under this Contract.
  - 9.2.3 Any other remedies available in law or equity.

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**10 MISCELLANEOUS:**

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Philip L. Homburger, President  
Telephone Number: 720-536-3213  
Fax Number: 303-320-4860  
Email Address: phil.homburger@lawbase.com

**RFQ WVAGO-10814**  
**Exhibit A Pricing Page**

<u>Item</u>	<u>Vendor Description</u>	<u>Unit of Measure</u>	<u>Estimated QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
Concurrent User License for LawBase, or equal	Concurrent User License for LawBase (includes integration with Microsoft Exchange, Juris, Summation and Worldox GX3)	Each	50	\$1,180.00	\$59,000.00
Maintenance for LawBase, or equal	Maintenance for LawBase	Each	50	\$236.00	\$11,800.00
<b>A. Subtotal for Software and Maintenance</b>					<b>\$70,800.00</b>

**Professional Services**

<u>Service</u>	<u>Unit of Measure Hour</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Cost</u>
Remote Planning	Hour	8.00	\$225.00	\$1,800.00
Remote Configuration (includes Data Migration)	Hour	100.00	\$225.00	\$22,500.00
Remote System Administrator Training	Hour	8.00	\$225.00	\$1,800.00
Remote Collaborative Training	Hour	8.00	\$225.00	\$1,800.00
Remote End User Training	Hour	12.00	\$225.00	\$2,700.00
<b>B. Subtotal for Professional Services</b>				<b>\$30,600.00</b>

<b><u>Total Price Summary</u></b>	
A. Subtotal for Software and Maintenance	\$70,800.00
B. Subtotal for Professional Services	\$30,600.00
<b>Total Fixed Price (Sub Totals A+ B)</b>	<b>\$101,400.00</b>

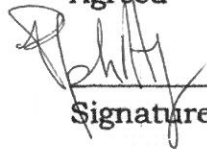
## Software Attachment

Attachment

PO#: AGO10814

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed



February 14, 2014

Signature

Date

President

Title

Synaptec Software, Inc.

Company Name

Signature

Date

Title

Agency/Division

**AGREEMENT ADDENDUM FOR SOFTWARE**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:****STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

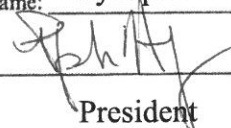
Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: Synaptec Software, Inc.

Signed: 

Title: President

Date: February 14, 2014

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Synaptec Software, Inc.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature)

Philip L. Homburger, President

\_\_\_\_\_  
(Representative Name, Title)

720-536-3213

303-320-4860

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

February 14, 2014

\_\_\_\_\_  
(Date)



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceeds 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 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: Synaptec Software, Inc.Authorized Signature: [Signature] Date: February 14, 2014State of ColoradoCounty of Denver, to-wit:Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of February, 2014.My Commission expires August 13, 2017.

AFFIX SEAL HERE

ANDREA LAITI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094023976  
MY COMMISSION EXPIRES AUGUST 13, 2017

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

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

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

- ☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

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

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

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

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

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

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

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

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

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

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

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Synaptec Software, Inc.

Signed: 

Date: February 14, 2014

Title: President



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

WV PURCHASING ACA SECT Fax 304-558-4115

FEB 13 2014 10:23AM

AG010814

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 44  
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

OFFICE OF THE ATTORNEY GENERAL

BUILDING 1, ROOM E26  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305-0220 304-558-2021

DATE PRINTED

02/12/2014

BID OPENING DATE:

02/19/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED TO:						
1. PROVIDE RESPONSES TO QUESTIONS SUBMITTED REGARDING THE ORIGINAL SOLICITATION. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO.1 *****						
SIGNATURE					TELEPHONE	DATE
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: AGO10814**  
**Addendum Number: 1**

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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 #1 issued to publish vendor submitted questions and Agency responses.

NO OTHER CHANGES

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

**Terms and Conditions:**

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

## ATTACHMENT A

**RFQ#AGO10814****Legal Case Management Software****Technical Questions & Answers**

**Question#1:** Is the Attorney General's Office (AGO) currently using LawBase for case management?

**Answer#1:** No

**Question#2:** Is this RFQ for an upgrade to LawBase or for a replacement case management system?

**Answer#2:** No

**Question#3:** Specification Item 3.2.1.1.4 references legacy database migrations. Can you provide more detail on the data conversion requirements of this project?

**Answer#3:** There are 10 Agency databases in SQL server 2005 that should be migrated into SQL 2012 and the Case Management system. Each Agency database should be less than 50 tables and less than 750 megabytes in size. The front-end interface/application was custom made for the Agency in Microsoft Access. The Agency requires Microsoft Access' interface be replaced by the Legal Case Management System graphical user interface for a consistent user experience.

**Question#4:** Why is the RFQ requesting that training be done remotely? Will the AGO consider on-site training for some parts of the training requirements?

**Answer#4:** Training requirements are specified in 3.2.1.5.1, 3.2.1.5.2, 3.2.1.5.3.

**Question#5:** What is the estimated budget for this project?

**Answer#5:** The State of WV does not reveal budgetary information during the bid process.

**Question#6:** Has the AGO seen demonstrations of other software case management systems? If so, how recently were those demonstrations and which case management systems were demonstrated.

**Answer#6:** This question does not pertain to any technical specification in the RFQ.

**Question#7:** The RFQ specifies in multiple locations a requirement to be compatible with Worldox GX3. With Solicitation AGO 9214 not yet awarded does this mean there were decisions previously established regarding the technical requirements and architecture prior to the open competition for said solution affecting both Solicitations?

What is/was the process taken to evaluate and choose the suggested solutions Worldox and Lawbase? Did we miss the opportunity to be involved in this process?

**Answer #7:** This question does not pertain to any technical specification in the RFQ.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGO10814**

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

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

**Addendum Numbers Received:**

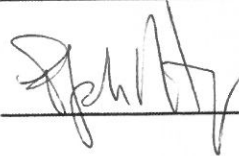
(Check the box next to each addendum received)

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

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

Synaptec Software, Inc.

Company



Authorized Signature

February 14, 2014

Date

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



PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC#

INSURED  
Synaptec Software Inc  
4155 East Jewell Ave  
Suite 600  
Denver, CO 80220

INSURER A: Pinnacol Assurance

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4152986	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

Jeff Bunn  
Underwriter

ACORD CORPORATION 1988



## Agreement and License for LawBase Case Management Software

This License Agreement is between Synaptec Software, Inc, a Colorado Corporation with its principal offices located at 4155 East Jewell Avenue, Suite 600, Denver, Colorado 80222 (hereinafter referred to as "Synaptec" or "Licensor"), and {Licensee}, with principal offices at {Licensee Address} (hereinafter "Licensee").

### **1.0 License:**

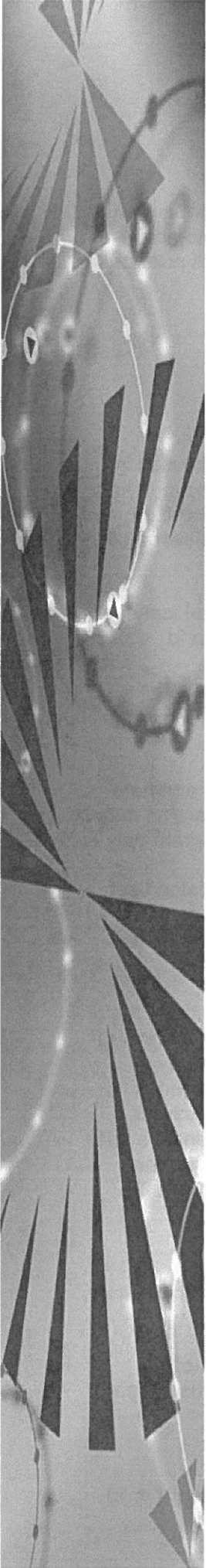
- 1.1 Synaptec owns the copyright in a computer program entitled "LawBase" (hereinafter referred to as the "Licensed Software") and in associated user instructions and reference documents. The term "Licensed Software" as used in this Agreement is defined as the computer program and routines known as LawBase including all updates, improvements, enhancements and customized elements thereof from time to time developed by Synaptec which are released during the term of the license granted herein.
- 1.2 Possession of such copies of the Licensed Software confers no rights in Licensed Software except as expressly provided herein and subject to the terms and conditions of this Agreement.

### **2.0 Scope of Rights and Limitations of Use:** Under the terms of this Agreement, Licensee shall have the right to:

- 2.1 Install the Licensed Software at the office specified above and/or {enter alternate address if necessary}, and to make suitable backup copies of the software as may be necessary for Licensee's archival of information contained in the program only.
- 2.2 User Instructions: Synaptec will provide an electronic copy of the associated user instructions. Licensee may, at its own expense, make a number of copies of the associated user and reference documentation as is necessary for its own internal use.
- 2.3 Licensee shall not translate, modify, or update the Licensed Software without the prior written consent of Synaptec. Licensee may assign this Agreement and any of its rights and/or obligations hereunder upon written notice to Licensor to any of Licensee's affiliated companies or to an entity with or into which it is merged or consolidated or to which it sells all or substantially all its capital stock or assets, with the consent of Licensor. Otherwise, Licensee shall not, without Licensor's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this license or any of its rights or obligations under this license to any party.


### **3.0 Fees and Costs:**

- 3.1 Software: As part of this Agreement, Synaptec will provide Licensee with LawBase Case Management software.
- 3.2 Concurrent Users: Exhibit A lists the License Fee as well as the number of concurrent user licenses purchased. Licenses for additional concurrent users may



be purchased at any time from Synaptec at the then-current cost for new user licenses.

- 3.3 Database Server: The License Fee does not include any database server or runtime modules. A Microsoft SQL database server and appropriate Client Access Licenses (CALs) are required and must be purchased separately by the Licensee.
- 3.4 Data Conversion: Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensors shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data. Changes to the database after the creation of the conversion program will result in additional charges. Licensee may elect to have Synaptec perform the actual conversion for an additional charge. The details of any data conversion are included in Exhibit A.
- 3.5 Interfaces: Any interfaces to third party applications, other than HotDocs® are listed in Exhibit A.
- 3.6 Additional Products: There are no Synaptec products other than LawBase provided as part of this Licensing Agreement unless expressly listed in Exhibit A.
- 3.7 LawBase Project Management: Synaptec will provide project management at a cost as set forth in Exhibit A. This will include project management services, including the outlining of implementation as set forth in Exhibit A attached hereto. It will also include consultation and necessary modifications to the training agenda to be used at Licensee's Office. It will also include review and recommendations of network and hardware changes necessary to run the Licensed Software.
- 3.8 LawBase Installation: Synaptec will remotely install LawBase on Licensee's server and make the connection between LawBase and Licensee's Microsoft SQL server. It will be necessary for Licensee to provide remote access to both the application and SQL servers. It will also be Licensee's responsibility to have a data base analyst from Licensee's IT staff available should any questions arise during the installation.
- 3.9 LawBase Screens Consulting: The cost and details of the initial LawBase screen consulting to be provided by Synaptec is listed in Exhibit A. Synaptec will provide additional consultation services at a cost of \$1,750.00 per day plus travel expenses for on-site consulting and \$225.00 per hour for remote consulting. This service is intended to assist Licensee's office in the design of the database as well as study "work flow" issues and how LawBase could handle them.


- 
- 3.10 LawBase Training: Synaptec shall provide Licensee with training for both administrators and end-users as set forth in Exhibit A. Additional details of training are set forth in Section 4 of this Agreement.
- 3.11 Annual Support: Synaptec will provide the first year of annual support at a cost set forth in Exhibit A. Additional detail related to support is set forth in Section 5, below. The charge listed in Exhibit A for support for the first year is based upon a rate of twenty percent (20%) of the cost of the software, which is defined as the cost of the user licenses plus any third party interfaces listed in Exhibit A.
- 3.12 Total Charges for Software: The total charge for the software contained in this Agreement is set forth in Exhibit A. Licensee shall be responsible for paying any applicable taxes (including sales or use taxes, intangible taxes and property taxes) resulting from acceptance of this License. The total licensing fee shall be paid as follows:
- 1/3 due at the time of execution of this Agreement
  - 1/3 due at the time of Training or thirty (30) days after the execution of this Agreement, whichever occurs first
  - Final payment due at the time of Training or ninety (90) days after the execution of this Agreement, whichever occurs first
- 3.13 Late Charges: If any fee or cost is not paid within thirty (30) days after it is due, and Licensee still has not paid said fee or cost after being provided a ten (10) day grace period, Synaptec may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.


#### **4.0 Installation and Training:**

- 4.1 Synaptec will install the Licensed Software at a time mutually agreed upon between the parties. Synaptec will not be responsible for hardware, operating system or database server setup or configuration or work with any other non-Synaptec application programs.
- 4.2 Additional training, in excess of the time provided in Exhibit A, may be obtained by the Licensee at the then-current daily rate. The current daily rate for additional training is \$1,750.00 per day for on-site training plus travel expenses and \$225.00 per hour for remote training. Additional training shall be scheduled at mutually acceptable times.
- 4.3 Under the terms of this Agreement, the software shall be deemed to be "installed" as that term is used in this Agreement, at the conclusion of end user training.

#### **5.0 Software Support and Maintenance:**



- 
- 5.1 Support will be provided to a single contact within Licensee's organization as Licensee may designate from time to time.
- 5.2 Support shall be provided by:
- 5.2.1 **Telephone:** Synaptec will provide telephone support from 7:30 a.m. to 5:30p.m. Mountain Time, Monday thru Friday, exclusive of holidays.
  - 5.2.2 **Fax:** Support will be provided in response to faxes submitted by designated users.
  - 5.2.3 **E-mail:** Synaptec will provide Licensee with a current Internet e-mail address to which support questions can be submitted. The current e-mail address is support@lawbase.com.
  - 5.2.4 **Remote Access:** Licensee shall be responsible for providing remote connectivity between Licensee and Synaptec (Synaptec will provide a list of acceptable software upon request). Remote access via an approved TCP/IP connection is preferred. Licensee understands that only limited support can be provided to Licensee without remote access to the Licensee's computers.
- 5.3 The first year of annual support is mandatory and will begin immediately at the conclusion of training for a period of one year. At the conclusion of the initial twelve (12) month period the Licensee may elect an Annual Software Maintenance Plan or elect hourly telephone support.
- 5.3.1 **Software Maintenance Plan:** Licensee may elect to purchase an annual Software Maintenance Plan and is charged at twenty percent (20%) of the then-current list price of the Licensed Software. Software Maintenance includes any consultation for questions as provided in Section 5.2 of this Agreement. Software Maintenance includes any program updates, changes and enhancements, bulletins, documentation (exclusive of printing charges), and information on techniques as may from time to time be made available. The software maintenance does not include hardware, operating system or database server setup or configuration or work with any other non-Synaptec application programs. It also shall not include training, design of reports, design of HotDocs templates or screen changes.
  - 5.3.2 **Telephone Support:** In the event that Licensee does not enroll in the Annual Software Maintenance Plan, described in Section 5.3.1, then Licensee will automatically be enrolled in a telephone support program. Licensee will be billed at the then-current hourly rate. The current rate is \$225.00 per hour with a one hour minimum per call. Synaptec reserves the right to request payment for support in advance. Licensee will not be entitled to any free updates or enhancements to the software if Licensee elects to be on telephone support. Finally, Licensee should




be aware that priority in support response is provided initially to clients who are on Annual Maintenance.

**6.0 Proprietary Protection and Restrictions:**

- 6.1 The Licensed Software and all intellectual property rights, including without limitation patent, copyright and trade secret rights, in the Licensed Software and in the associated user instructions and reference documentation are and shall remain the property solely of Synaptec.
- 6.2 Licensee shall indemnify and hold harmless Synaptec and its subsidiaries, directors, officers, employees and agents from and against all judgments, claims, liabilities, actions, damages, suits, proceedings, awards, losses and expenses including reasonable attorney's fees incurred by Synaptec as a result of unauthorized disclosure of the Licensed Software by Licensee to a third party.
- 6.3 Licensee acknowledges and agrees that the Licensed Software may install with functionality which is designed to protect against unauthorized use. Such Licensed Software may from time to time communicate with a remote system operated by Synaptec in order to validate license rights and to maintain continued operation of the Software.

**7.0 Limited Warranty and Limitation of Liability:**

- 7.1 Synaptec warrants for a period of thirty (30) days after installation of the Licensed Software, for Licensee's benefit alone, that the licensed software, when operated with the equipment configuration and in the operating environment specified by Synaptec, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Synaptec does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide Synaptec with sufficient detail to allow Synaptec to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Licensed Software covered by such warranty, and as Synaptec's entire liability in contract, tort, or otherwise, Synaptec will correct such error or defect at Synaptec's facility by issuing corrected instructions, a restriction, or a bypass. If Synaptec is unable to correct such defect or error after a reasonable opportunity, Synaptec may refund the user license fees paid for such Program. However, Synaptec is not responsible for any defect or error not reported during the warranty period or any defect or error in the licensed software that Licensee has modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, SYNAPTEC SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; SYNAPTEC MAKES AND LICENSEE RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND SYNAPTEC SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been



advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.


**8.0 Licensee's Responsibilities:** Licensee is responsible for the following actions:

1. Determining whether the Licensed Software will achieve the results Licensee desires;
2. Procuring, installing, and operating computers, operating systems and Microsoft SQL Server to run the Licensed Software;
3. Providing a proper environment and proper utilities for the computers on which the Licensed Software operates, including an uninterrupted power supply;
4. Selecting and training Licensee's personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Licensed Software; and
5. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Licensed Software or the computer systems on which they operate non-operational.

8.1 Synaptec reserves the right to charge additional service fees if the Licensee seeks assistance with respect to general information technology questions that are not specifically related to Synaptec or any other matters not directly relating to the operation of the Licensed Software. Synaptec does not hold itself out as a professional expert and adviser regarding Licensee's computer or information needs. Synaptec is not responsible for obsolescence of the Licensed Software that may result from changes in Licensee's requirements.

**9.0 Indemnification:** If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Licensor will (as long as Licensee is not in default under this Agreement or any other agreement with Licensor) defend Licensee against such claim at Licensor's expense and pay all damages that a court finally awards, provided that Licensee promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensor may, at its option, secure for Licensee the right to continue to use the Program(s), modify or replace the Program(s) so they are non-infringing, or, if neither of the foregoing options is available in Licensor's judgment, require Licensee to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of Licensee's license. However, Licensor has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.



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- 10.0 Default:** If either party to this agreement shall violate any of its obligations under the terms of this Agreement, the other party shall have the right to terminate the license granted by this Agreement upon thirty (30) days' notice in writing. Such notice of termination shall become effective unless the violating party shall completely remedy the violation to the non-violating party's sole, but reasonable satisfaction within the thirty (30) day period.
- 11.0 Termination:** Upon termination of this License, Licensee shall immediately deliver to Synaptec or destroy all of the Licensed Software and all copies of the associated user instructions and reference documentation. Within thirty (30) days after the termination of this License, Licensee shall certify in writing that, to the best of Licensee's knowledge, all of the Licensed Software and documentation has either been returned or destroyed.
- 12.0 Notices:** All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by recognized overnight courier, U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.


If to Licensee:

If to Synaptec:

Synaptec Software, Inc.  
4155 E. Jewell Avenue  
Suite 600  
Denver, CO 80222  
Attention: Philip L. Homburger

**13.0 Miscellaneous:**

- 13.1** Licensee shall automatically become a member of the user's group for the Licensed Software.
- 13.2** This Agreement does not apply to hardware, operating systems or other application software.
- 13.3** This Agreement shall be interpreted in accordance with the laws of the State of Colorado and if any action is brought under the terms of this Agreement, the parties agree that such action shall be venued in the State of Colorado.
- 13.4** If any action is brought to enforce this Agreement, or any of its terms, the prevailing party shall be entitled to legal costs, including reasonable attorney's fees.



**14.0 Modifications and Waivers:** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

Accepted by:

Licensee

Synaptec Software, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A STATEMENT OF WORK

Synaptec will provide Licensee with LawBase, version 12.

LawBase for x concurrent users	\$xxxx.00
HotDocs for x users	\$x.00
Project Management Fee	\$xxx.00
Installation of LawBase	\$xxx.00
LawBase Screen Consulting – x days of work performed on-site at Licensee's office and x days of work performed at Synaptec's offices in Denver.	\$xxx.00
Administrative Training – x days – performed remotely	\$xxx.00
End User Training – x days – performed on-site at Licensee's office	\$xxx.00
<u>Interfaces</u>	
Outlook/Exchange – See attached definition	\$xxx.00
Data Conversion	None Included
Annual Support – 20% of the cost of the software. This is defined as the cost of the user licenses and interfaces.	\$xxx.00
<b>LawBase Total</b>	<b>\$xxx.00</b>

*Note: Travel expenses are not included in the above costs. These include round trip airfare, lodging, ground transportation, meals and other reasonable business travel expenses. Travel expenses will be invoiced separately and are due upon receipt.*

REQUEST FOR QUOTATION  
AGO-10814 Case Management Software with Professional Services

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**10 MISCELLANEOUS:**

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Philip L. Homburger, President  
Telephone Number: 720-536-3213  
Fax Number: 303-320-4860  
Email Address: phil.homburger@lawbase.com



# LawBase<sup>®</sup>: Powerful Case & Matter Management for Government Agencies

LawBase increases efficiency, organization, and productivity. LawBase is the most powerful, adaptable case and matter management solution on the market. LawBase increases efficiency, organization, and productivity, allowing your office to more effectively utilize resources. LawBase reduces errors as well as time spent searching for information.

## Why LawBase?

- LawBase organizes information and handles complex workflow processes better than any other solution available.
- LawBase also offers bi-directional integrations with HotDocs<sup>®</sup> and Microsoft<sup>®</sup> Exchange, as well as many other popular applications.
- LawBase keeps your cases, calendar items, and contacts organized.
- LawBase is the most adaptable case & matter management solution on the market today; LawBase will meet your unique information needs.
- LawBase is mindful of budgetary restrictions; LawBase will be a solution that provides ever-increasing return on investment for your office for years to come. LawBase is custom software at an off-the-shelf price.
- The technical support at LawBase is unmatched. The support team works quickly and creatively to assist clients with questions as well as suggestions for optimization of features.

## Examples of case management needs that have been met by LawBase:

- |   |                       |
|---|-----------------------|
| • Federal Agencies                      | • Transit Authorities |
| • State Offices of the Attorney General | • Prosecution         |
| • State Agencies                        | • Probation           |
| • Utilities                             | • Children's Services |
|   | • Education           |

## Here is a partial list of clients who use LawBase:

- Wisconsin DOJ Consumer Protection & Antitrust Division
- Tennessee Office of the Attorney General
- South Carolina Office of the Attorney General
- Missouri Office of the Attorney General
- South Dakota Office of the Attorney General
- Kansas Office of the Attorney General
- Kansas Court of Tax Appeals
- Harris County, TX Children's Protection Division
- Los Angeles Department of Water and Power
- City of Marysville, WA
- City of Kirkland, WA
- City of Kent, WA
- City of Edmonds, WA
- City of Lake Forest Park, WA
- City of Nogales, WA
- Puyallup Municipal Court, WA
- City of Renton, WA



**Partial list of clients  
who use LawBase,  
continued:**

- City of Goodyear, AZ
- Colorado Department of Regulatory Agencies
- New York State United Teacher's Union
- Illinois Department of Public Health
- Washington Metropolitan Area Transit Authority
- Texas Education Agency
- Fort Lauderdale City Prosecutor, FL
- Waterfront Commission of New York Harbor
- Okanogan County District Court, WA

## Why LawBase?

LawBase™ by Synaptec Software, Inc. has been proven to be the most powerful, flexible, and reliable case and matter management system on the market since being introduced in 1981.

### Key Benefits of LawBase Include:

**Adaptable Database** – Offers support for multiple practice areas, an unlimited number of user-defined fields, and the tools to make database design changes.

**Contemporary User Interface** – LawBase offers an intuitive Microsoft Office™ style ribbon, providing quick access to the most commonly used features.

**Smart Folders™** – A unique method of automatically grouping files and matters in any manner you desire. You can create SmartFolders™ to track cases by Attorney, by status, by value, or any other information in your system.

**LBConcierge** – With LBConcierge, you'll be able to automate everyday tasks, including: update statuses based on completed data; send emails based on changes in calendaring or when a deadline is fast approaching; automate document assembly based on statuses and dates, and more.

**HotDocs®** – LawBase is unique in its interface with HotDocs – when you create a HotDocs document you can automatically create notes and tasks as well as update any information in the LawBase database. HotDocs can also be used as your standard report writer.

**Interfaces** – LawBase leverages other popular applications that your office may already be using including, but not limited to the following:

- |               |                  |
|---------------|------------------|
| • Elite®      | • iManage®       |
| • Juris®      | • Open Text®     |
| • Tabs3®      | • Exchange®      |
| • ProVantage® | • Summation®     |
| • SharePoint® | • Concordance®   |
| • Worldox®    | • KnowledgeLake® |
|               | • HotDocs®       |



# LawBase

LawBase™ is the case management system designed to increase the productivity of your office – it is the most flexible, powerful, and easy to use case management package available.

The LawBase design gives users in each practice group the appearance of having their own customized system. However, it's single database, gives you the benefits of cross-department reports and simplified system maintenance. How can one product serve the needs of all these different users? Synaptec adapts your LawBase system to fit the way you work, not the other way around. Screens are tailored to use your own vocabulary, organization, and presentation style.

LawBase is currently being used by thousands of law office personnel, from government agencies to law firms both large and small, as well as in the legal departments of Fortune 500 companies. **LawBase works well installed on site as well as in the cloud.**

We have over 30 years of experience in helping clients benefit from the implementation and use of case management. LawBase's intuitive design and straightforward approach have won praise from industry experts and, more importantly, our users. You'll be amazed at how easy LawBase is to use.



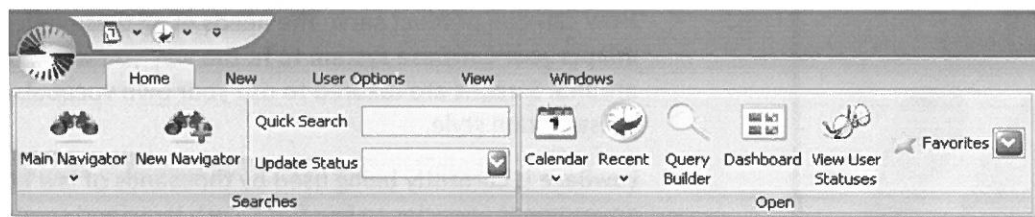


# KEY BENEFITS

**Adaptable Database** – with LawBase, you can track as many different kinds of information as you need. Typically our users manage their information in two main areas: cases and contacts. But if you need more categories, you can create them. For example, in a mass torts litigation practice, firms often set up areas to track different litigation groups, each of which contains a variety of cases. LawBase's adaptable nature makes it perfect for firms that specialize in one practice area and equally as fitting for firms that cover a variety of law, from real estate, to medical malpractice, to business.

In addition, you can add pictures, audio files, movies, and more. And you can create or modify your data structure with our included and easy to use LawBase Design program.

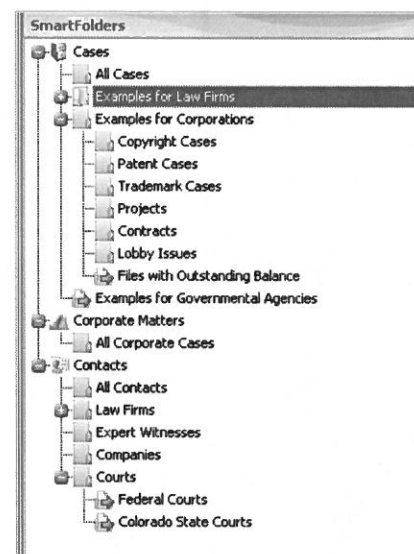
**Contemporary User Interface** – LawBase uses the .Net platform and includes a Microsoft Office™ style ribbon, providing quick access to the most commonly used features.



**Contacts** – A completely adaptable electronic address book allows for unlimited modification. Easily link contacts to cases. This means you only have to enter a contact once and when something changes you only have to update the information in a single location. The change is reflected in all linked files.

**Smart Folders™** – A unique method of automatically grouping files and matters in any manner you desire. You can create SmartFolders™ to track cases by Attorney, by status, by value, or any other information in your system. This means users are easily able to access different cases without having to do a manual search for them.

**Case Notes** – Use Notes as a quick and easy way to keep track of case status. Create notes manually or save Outlook emails directly to notes. You can also link documents, letters, and so on to a note for later review.



**Calendar** - LawBase offers an internal calendar as well as an optional interface to Microsoft Outlook®. You can drill to the calendar from within a related file or from a personal calendar. The improved calendar allows for graphic group scheduling and is visually pleasing with day, work, work-week, month, year and timeline views.

**Outlook Interface** - Add items to your LawBase calendar directly from Outlook. This information automatically syncs with both calendars and allows for bi-directional editing of that calendar item. In addition, LawBase can synchronize calendar entries from any device that is connected with Outlook, such as iPhone, Android, Blackberry, and so on.

**Dashboards** - Dashboards provide instant access to live data so managers can run their departments more efficiently. Dashboards, made up of charts and pivot tables, allow for immediate measure of efficiencies and inefficiencies, quick identification and correction of negative trends, the ability to spot new trends, and a general increase overall revenues by managing the staff more efficiently.

**Advanced Searches: Global Search, Quick Search, and Favorites** - Use the Global Search to look for data in any field in LawBase with a single search. Use the Quick Search to search a user-defined subset of fields. Save your favorite searches for one-click access.

**HotDocs®** – LawBase comes with HotDocs so you can intelligently produce personalized documents with a few keystrokes. LawBase is unique in its interface with HotDocs – when you create a HotDocs document you can automatically create notes and tasks as well as update any information in the LawBase database. HotDocs can also be used as your standard report writer. Of course, you can also use any third-party report writer that works with SQL Server.

**LBConcierge** – LawBase Concierge allows for the automation of everyday tasks. Rather than having to run a nightly report or search for new files added, LBConcierge can gather the information that you need and email it straight to you. With LBConcierge, you'll be able to update statuses based on completed data, send emails based on changes in calendaring or when a deadline is fast approaching, and automate document assembly based on statuses and dates.

**Interfaces** – LawBase leverages other popular applications that your office may already be using including, but not limited to the following:

- Aderant
- Elite®
- Juris®
- PCLaw®
- ProVantage®
- SharePoint®
- KnowledgeLake®
- iManage®
- Open Text®
- Worldox®
- Handshake®
- Summation®
- Concordance®



Synaptec Software, Inc.  
4155 E. Jewell Avenue  
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Denver, CO 80222

**Phone:** 800-569-3377  
303-320-4420

**Fax:** 303-320-4860

**Email**  
Sales@lawbase.com  
Support@lawbase.com

<http://www.lawbase.com>

## About LawBase

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LawBase Case Management, the flagship program of Synaptec Software, Inc., has been serving legal professionals since 1981.

Our corporate philosophy has always been to create software that "thinks the way you do." We achieve this by giving you the ability to adapt LawBase to your own specifications by determining what information is important to track for your office and then customizing the LawBase database in a variety of ways to ensure that your needs are met. While our competitors discuss customization, none offer the level of flexibility that is available with LawBase. This means that your office can have individually tailored software at off-the-shelf prices.

LawBase has always been developed according to industry standards, historically giving users a choice of operating systems and hardware platforms. Synaptec Software, Inc. continues to maintain hardware independence, allowing LawBase to be installed in a client-server network, a thin-client environment or accessed via the cloud.

Case management and matter software allows law firms, corporate legal departments, and government agencies to manage a file's progress, create and update case files within various areas of law, keep complete calendars and schedules, maintain file room management, and perform large repetitive tasks with just a few keystrokes — making your office simultaneously more efficient and profitable.

At Synaptec, we look forward to the opportunity to earn your business.

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