**West Virginia Purchasing Division**

2019 Washington Street, East
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Solicitation Response(SR) | **Dept:** 0210 | **ID:** ESR05182000000006731 | **Ver.:** 1 | **Function:** New | **Phase:** Final | ▼ | **Modified by** batch , 05/18/2020

Header 📎 6

List View

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

Procurement Folder: 712460

Procurement Type: Central Master Agreement

Vendor ID: VS0000020805

Legal Name: CASEPOINT LLC

Alias/DBA:

Total Bid: $123,600.00

Response Date: 05/18/2020

Response Time: 9:51

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2000000024

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Status: Closed

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

Total of Header Attachments: 6

Total of All Attachments: 6

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

State of West Virginia
Solicitation Response

Proc Folder : 712460

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

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-18 13:30:00	SR 0210 ESR05182000000006731	1

VENDOR

VS0000020805

CASEPOINT LLC

Solicitation Number: CRFQ   0210   ISC2000000024

Total Bid : $123,600.00   **Response Date:** 2020-05-18   **Response Time:** 09:51:07

Comments:

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

Signature on File   FEIN #   DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Services: e-Discovery System				$123,600.00

Comm Code	Manufacturer	Specification	Model #	
43231511				

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

Request for Quotation (RFQ)

State of West Virginia - Office of Technology

e-Discovery Software as a Service

May 18, 2020

Company Name: Casepoint, LLC
Company Address: 7900 Tysons One Place, Suite 680
Tysons, VA 22120
Company Website: http://www.casepoint.com
Authorized Amy Hilbert
Representative: Vice President, Public Sector
Mobile: 443-506-8219
Office: 703-738-4220
Email: ahilbert@casepoint.com

May 18th, 2020

Jessica Chambers
Jessica.S.Chambers@wv.gov
2019 Washington Street, East
Charleston, WV 25305

Re: CRFQ 0120 ISC2000000024–eDiscovery Software Solution for the West Virginia Office of Technology

Dear Ms. Chambers,

Casepoint, LLC ("Casepoint") is pleased to present our solution to implement our eDiscovery Tool to support the West Virginia Office of Technology with an eDiscovery Software as a Service. Attached with our response, please find:

- Signed Bid Documents
- Exhibit A pricing page - OT20103 Pricing Page_Locked and OT20103 Pricing Page_Locked
- Addenda Acknowledgement
- Casepoint Supported File Formats v052019

As the company point of contact, I have provided my contact information below if you have any questions.

Sincerely,

Amy Hilbert

Amy Hilbert
Vice President, Public Sector
Casepoint, LLC
7900 Tysons One Pl Suite 680
Tysons, VA 22102
Phone: 703-738-4408
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Email: ahilbert@casepoint.com

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1.0 Executive Summary

The West Virginia Office of Technology (WVOT) is seeking an eDiscovery software as a service to use for the varying needs and challenges related to discovery in legal proceedings. Because the WVOT needs to balance increasing eDiscovery needs within fixed and sometimes shrinking budget constraints, the WVOT needs a robust, scalable, and cost-effective eDiscovery platform with a depth of functionalities and features including, self-service data ingestion and processing, advanced analytics, full-strength document review and production powerful analytics.

Why Casepoint is the ideal solution for the WVOT:

- *Casepoint's robust eDiscovery platform provides built-in functionality that meets, and in many instances, exceeds WVOT's requirements.*
- *Casepoint's Template & Wizard driven data loading and production process will increase work productivity.*
- *Casepoint's Client Administrative features will allow WVOT Administrator to organize workspaces and workflows.*

The table below highlights additional benefits the WVOT will gain by implementing Casepoint as its e-discovery system.

Table 1 - Casepoint's robust features bring value and benefits to the Office of Technology

Casepoint Features	Benefits to the WVOT
Feature Rich, Scalable, & Customizable Platform Casepoint is a unified eDiscovery platform with robust functionality that is architected for speed and scalability. Casepoint can manage large volumes of data and support 600+ file types while maintaining fast processing speeds.	**Smarter eDiscovery** By leveraging Casepoint's robust and scalable platform, the WVOT will realize improved eDiscovery through: - Casepoint's template and wizard-driven process streamlines data loading and productions - Unified platform to seamlessly support end-to-end eDiscovery workflow - Intuitive interface, powerful analytics and artificial intelligence that allow users to quickly view, search, and tag ESI

Casepoint Features	Benefits to the WVOT
Purposeful Innovation As an independently owned and funded company, Casepoint has the flexibility to leverage the latest technology to drive efficiency in eDiscovery. Casepoint's innovation is evidenced through our early adoption of technologies like cloud, TAR, artificial intelligence, and advanced analytics.	**State-of-the-Art Technology is within Reach** In addition to many of the aforementioned benefits, the WVOT will have increased ability to: - Support the continuously expanding data sources for discovery - Access the latest technology innovations to increase staffs' ability to conduct discovery
Low Cost Casepoint is a SaaS platform with highly competitive and flexible pricing to meet WVOT's budget constraints. The entire Casepoint platform is available to an unlimited number of users at one simple price. System operations, maintenance, and enhancements are included at no additional cost.	**Cost-Efficiency while Maintaining Quality Analytics & Service** The WVOT will realize a lower total cost of ownership because no infrastructure or additional labor is required to support Casepoint.

1.1. About Casepoint

Casepoint is unique in that we are a privately funded small business, giving us full autonomy to deliver continuous innovation to our clients as part of our no-cost upgrades. Casepoint has been a leader in technology innovation in eDiscovery since our inception. Over the past twelve years, leading law firms, multinational corporations, and government clients have repeatedly chosen Casepoint's technology and services for their largest discovery and investigatory needs. Clients select Casepoint because they require and ultimately receive a powerful feature-rich, eDiscovery technology that has a simple, elegant, and easy-to-use design. Clients also select Casepoint because we have one of the most responsive and high touch client service teams in the industry. Casepoint's Client Services and Project Management Team provide as little - or as much - project management, technology consulting, and litigation support, as desired from our clients.

We have a dedicated Government division that is led by a team with over 25 years of experience working with Government agencies. We understand the sensitive contracting and security requirements of Government agencies and have developed a project approach that consistently delivers successful Casepoint implementations and high-quality services. Our government services team is U.S. based and includes personnel that have received clearances from federal agencies.

2.0 Qualifications & Requirements

2.1. Minimum Qualifications

Table 2 describes how Casepoint meets and exceeds West Virginia's minimum qualifications.

Table 2 – West Virginia's minimum qualification for an e-discovery system.

Qualifications	Casepoint Response
3.1. The Vendor must be compliant with Internal Revenue Service (IRS) 1075, Section 9.3.1.12 – Remote Access requirements. 3.1.1. IRS 1075, Section 9.3.1.12 states that "*FTI cannot be accessed remotely by agency employees, agents, representatives, or contractors located offshore - outside of the United States territories, embassies, or military installations. Further, FTI may not be received, processed, stored, transmitted, or disposed of by IT systems located offshore.*"	Secure authorized access is paramount for Casepoint. Casepoint's user authentication model is governed by role-based security access rights based on case-level security, document-level security, and field-level security. Administrators can define the roles at the most granular level, including access to fields, tagging panels, screens, files/documents, menu options, and folders, to name just a few. There are thousands of permission combinations that can be configured per Casepoint role and there can be unlimited roles associated per matter. In addition, Casepoint can whitelist designated IP addresses to limit and control access to only trusted users.

2.2. Mandatory Qualifications

Table 3 describes how Casepoint meets and exceeds all of West Virginia's mandatory requirements

Table 3 - West Virginia's mandatory requirements for an e-discovery system.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.1.	**General Requirements**		
4.1.1.1	The Vendor must provide an e-Discovery System that is cloud-based (Software as a Service Model).	✓ Meets	Casepoint is a cloud-based SaaS platform with highly competitive and flexible pricing to meet the Office of Technology's budget constraints. Casepoint is browser, device, and platform agnostic. Casepoint can be accessed 24 hours/7 days a week from all standard web browsers that support TLS 1.1 or TLS 1.2 and from any internet-connected computer including most mobile devices (tablets including iPads and smartphones) without

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			additional plug-ins. A user has full access to Casepoint whether they are utilizing Internet Explorer on a Windows machine, Safari or Firefox on a Mac, or Google Chrome on a Chromebook or tablet.
4.1.1.2	The system must contain the following capabilities within a single platform that does not require integration with other software: self service data loading, self-service data processing, client administration, self-service, productions, review, and analytics capabilities.	✓+Exceeds	With Casepoint eDiscovery, the WVOT will find a user-friendly platform that provides self-service data ingestion and processing, document review and analytics, tagging and organizing, advanced search functions, data visualization, artificial intelligence, and production, all contained within a single platform. **Casepoint *exceeds* this requirement.** We intentionally built an eDiscovery platform that comes standard with "out-of-the-box" features and functionalities to help throughout every phase of the eDiscovery process. Data flows in Casepoint from one phase of the eDiscovery process to the next without concern for data loss. Thus, The WVOT will have access to a single web-based environment that is highly secure and capable of managing the entire legal technology ecosystem with Casepoint. Moreover, the Casepoint platform is designed so our clients benefit from all functionality in a single platform with the same look and feel of shared application services like security, user management, etc., in one ecosystem.
4.1.1.3	The Vendor must provide an e-Discovery System with an unlimited user seats for a minimum of 12 months from date of award.	✓ Meets	Casepoint meets this requirement. The entire Casepoint platform is available to an unlimited number of users at one simple price. System operations, maintenance, and enhancements are included at no additional cost.
4.1.1.4	The system must allow client administrators to have the ability to setup new users or workspaces and assign roles and permissions to	✓ Meets	Casepoint allows client administrators to setup and manage new and current users, create and manage workspaces and cases, assign roles and permissions, create tagging panels, templates, and batches.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
	new users.		
4.1.1.5	The system must allow a user to have multiple roles and toggle between roles. For example, a client administrator can toggle between user roles to validate user permissions and provide user support.	✓ Meets	Casepoint meets this requirement.
4.1.1.6	The system must not require additional licenses and/or software from third parties.	✓ Meets	Casepoint does not require additional licenses and/or software from third parties.
4.1.1.7	The system must allow the customer/client administrators the ability to remove/delete documents and create archives from the platform.	✓ Meets	Casepoint eDiscovery allows customer/client administrators, with the appropriate permissions, the ability to remove/delete documents and create archives from the platform.
4.1.1.8	The system must be accessible to an unlimited number of users and allow access to at least 50 concurrent cases each having at least one million documents without degradation to speed.	✓+ Exceeds	Casepoint is built to be a scalable platform. Our architecture includes server clusters that enable the application to spread jobs across multiple machines, supporting single-threaded functionality and lending our application nicely to horizontal scaling. As usage demands increase and based on the specific need, scaling either vertically or horizontally can improve the application's performance. **Casepoint _exceeds_ this requirement:** Casepoint currently supports 500 concurrent users across our clients with the ability to support 1,000 concurrent users without degradation to performance. Casepoint was recently used by a client to support e-Discovery for 37 active cases supporting 208 simultaneous active users across the US. Currently, the cases we support range from 5MB to 20+TB of data hosted in Casepoint's Review Platform for a single matter. Casepoint has even processed and hosed a single case as large

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			as 22TB. As the need arises to support additional users, we are prepared to add database, web, streaming servers, etc., as necessary.
4.1.1.9	The system must be a configurable platform that allows the administrators to configure applications like request tracking and FOIA requests.	✓ Meets	Casepoint is a highly configurable platform that, among other things, allows administrators, with the appropriate permissions, to configure applications like request tracking and FOIA requests.
4.1.1.10	The system must be built on scalable architecture with a storage capacity of at least two petabytes of data.	✓ Meets	Casepoint has capacity for 2 Petabytes of data. Casepoint is built to be a scalable platform. Our architecture includes server clusters that enable the application to spread jobs across multiple machines, supporting single-threaded functionality and lending our application nicely to horizontal scaling. As usage demands increase and based on the specific need, scaling either vertically or horizontally can improve the application's performance.
4.1.1.11	*The Vendor must provide an e-Discovery System that features the following:*		
4.1.1.11.1	A system that has two-factor authentication access.	✓+ Exceeds	Secure authorized access is paramount for Casepoint. Each Casepoint user account is secured with robust layers of customizable security. Casepoint users can choose to log in using a Two-Factor Authentication (2FA), which adds a supplemental layer of security to each user account. *Exceeds:* In addition to 2FA, Casepoint can be configured for SSO (single sign-on), which makes it possible to log in with your network credentials.
4.1.1.11.2	A system that allows the Agency to have 100% data input automation.	✓ +Exceeds	Casepoint *exceeds* this requirement. Casepoint eDiscovery is designed to be self-service and offers the ability for the office/agency to upload, ingest, and process directly in Casepoint eDiscovery. Thus, the Agency will have 100% data input automation.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			Exceeds: Casepoint's data input process includes wizards and templates. Wizards and templates aid in agency data input and automation and streamlined data input and processing workflows
4.1.1.11.3	A system that provides 256-bit encryption to the data when at rest and in transit.	✓ Meets	Casepoint uses FIPS 140-2 compliant algorithms such as AES256. Our storage systems use AES-256 encryption, and data in transit is encrypted using TLS1.2 with AES256. All media drives are encrypted with military grade encryptions. Also, Casepoint backups are encrypted with AES-256 encryption.
4.1.1.11.4	A system that scans files for viruses.	✓ Meets	Casepoint scans for viruses at ingestion as processing begins for native data. For processed data, Casepoint scans before loading to protect our servers from viruses.
4.1.1.11.5	A system that allows for load file import and export.	✓+ Exceeds	Casepoint ***exceeds*** this requirement. Casepoint supports 600+ file types including Microsoft Office and related formats, Exchange, SharePoint, Skype, commadelimited, EDRM XML, and Concordance load files Casepoint's processing engine automates the entire processing workflow - from ingestion and container identification to text and metadata extraction. Casepoint allows for productions in native, PDF and TIFF formats. Data can also be exported to industry standard load file formats, including CSV files, Summation Load files, Concordance Load files, Generic Load files and EDRM XML Load files.
4.1.2	**Data Loading & Processing**		
4.1.2.1	The system must allow the Agency to have 100% data input automation.	✓+Exceeds	Casepoint eDiscovery is designed to be self-service. Casepoint eDiscovery offers the ability for the Agency to upload, ingest, and process directly in Casepoint eDiscovery. Thus, the Agency will have 100% data input automation. ***Exceeds***: Casepoint's data input process includes wizards and templates. Wizards and templates aid in agency data input and

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			automation and streamlined data input and processing workflows
4.1.2.2	The system must allow the user to load raw data such as PSTs, zip files, and other ESI for processing.	✓+ Exceeds	Casepoint provides users with many options for loading raw data into the platform for processing. And, Casepoint **supports** the ingestion, processing, and review of **over 6**00 files types**.

**Exceeds:** **Self-Service, template-driven process.**

Clients can self-upload raw data directly into Casepoint via browser through simple "drag and drop" functionality. The Processing Wizard assists with uploading electronic files into Casepoint eDiscovery and guides an administrator through file uploads, processing requirements, custodian assignment, deduplication, and promotion to the review environment.

Clients also have the ability to upload raw data via the Desktop Client. While raw data can be uploaded easily using a browser. There are benefits to using the Desktop Client, especially when uploading large amounts of native files (more than 10 GB) into a workspace for data processing. |
| 4.1.2.3 | The system must allow the client administrator to move data between data stores and conduct early case assessment, including running search terms, and listing and counting file types reports, prior to making the data available to reviewers. | ✓+Exceeds | Casepoint allows client administrators, with the appropriate permissions, to move data between data stores and conduct early case assessment. This includes running search terms and listing and counting file types reports prior to making the data available to reviewers.

**Exceeds:** As detailed in the above response, users can easily load raw data into Casepoint. Once raw data is loaded into Casepoint, the user can either go first to ECA for initial culling and then to review or straight to review, depending on the client's preference for a given matter. Casepoint's robust ECA technology is integrated into the Casepoint platform and |

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			provides the client with visibility into data collections to reduce the noise within a collection and promote the smallest, most-relevant set of data for review. Casepoint ECA provides users with the ability to leverage comprehensive searches, advanced analytics (including listing and counting file types), TAR and text analysis to determine which documents are more relevant for full review.
4.1.2.4	The system must allow the customer to create, save, and upload templates for data processing.	✓+ Exceeds	Because Casepoint is designed to be self-service, the system allows clients to create, save, and upload templates for data processing. This feature provides clients with the ability to quickly upload data into the platform.
4.1.2.5	The system must have pre-built utilities to support processing for various files including imaging, loading, and text files.	✓+ Exceeds	Casepoint **exceeds** this requirement The Casepoint Desktop Client includes tools designed to assist and support processing various files. Casepoint provides pre-built activities to support data processing. ▪ Backup/Archive ▪ Data Import Utilities ▪ Image Processing Utilities ▪ Load File Utilities ▪ Text File Utilities We continue to add utilities to Casepoint to support our clients expanding data needs.
4.1.2.6	The system must support uploading up to 10 GB of data directly from web-browser via "drag and drop".	✓+ Exceeds	Casepoint **exceeds** this requirement. As described above, clients have the ability to self-upload raw data directly into Casepoint via browser through simple "drag and drop" functionality. The Processing Wizard assists with uploading electronic files into Casepoint eDiscovery and guides an administrator through file uploads, processing requirements, custodian assignment, deduplication, and promotion to the review environment. We provide a desktop tool to support data sizes over 10GBs

| Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.2.7	The system must allow loading and processing of a data set that has at least 1 terabyte of documents, data, or ESI, into the review tool.	✓ Meets	Clients can upload large datasets via the Desktop Client. Although uploading raw data using a browser is easy, there are benefits to using the Desktop Client, especially when uploading large amounts of native files (over 10 GB) into a workspace for data processing.
4.1.2.8	The system must support data reduction and culling (De-NIST; custodial and global Deduplication; filtering by Custodian, file type, date; keyword searching) during processing.	✓ Meets	De-duplication and de-NISTing are standard features available in the Casepoint platform. Our goal is to remove what's unnecessary so users can focus on meaningful evidence, thereby saving time and decreasing costs. Casepoint creates hash values for all data file types received from a client and compares them against each other. Duplicates are identified and removed. This can be done at either the global or custodian level. The same process is used to de-NIST; Casepoint compares all data file types received against the known file type list from NIST, including their corresponding hash value for each file type, and then removes system files such as executables (*.exe), device drivers (such as a printer driver file), or files that are part of a software installation (i.e., *.dll, *.ini., *.chm). In addition to the hash values, Casepoint's data processing engine also checks the file headers to identify any file that may have been changed.
4.1.2.9	The system must include built-in ESI processing capabilities (extraction of text and metadata, imaging, numbering, OCR, load file creation).	✓ Meets	Casepoint includes built-in ESI processing capabilities; Casepoint supports full ESI processing, including the extraction of text and metadata from documents and load file creation in a variety of formats.
4.1.2.10	The system must keep e-mails and families together and locate orphaned documents during processing.	✓ Meets	Because Casepoint keeps e-mails and families together and locates orphaned documents during processing, users can easily review, search, and analyze emails and families, as well as orphaned documents, using built-in analytics, like email threading.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.2.11	The system must support extraction and processing of files within container files such as zip and rar, and support the processing of files in nested containers or folders.	✓ Meets	Casepoint extracts and processes files within containers including, but not limited to, .zip and .rar files, Microsoft Exchange email (PST/OST), attachments, and embedded objects. Casepoint can support all forensic image file types, including compressed archives, "ghosted" images, Encase, FTK evidence files, DD files, and loose native files.
4.1.2.12	The system must have the ability to ingest, process, and view multiple file types.	✓+ Exceeds	Casepoint supports the ingestion, processing, and review of all common file types

Exceeds: Casepoint supports over 600 files types. Please refer to the attached list of file types that Casepoint supports. |
| 4.1.2.13 | The system must allow for load file import and export. | ✓ Meets | Casepoint meets this requirement. |
| 4.1.2.14 | The system must allow the user the ability to create templates for processing, production, import, export. | ✓+ Exceeds | Casepoint ***exceeds*** this requirement.

Casepoint provides wizards that walk you through the creation of templates for data processing, productions, data import, and exports. In addition, you can upload templates to use during data processing. Templates can be saved and shared to streamline data processing and production workflows. |
| 4.1.2.15 | The system must be able to securely transfer ESI to the review tool. | ✓ Meets | Casepoint meets this requirement. |
4.1.3	**Review**		
4.1.3.1	The system must allow users to review and analyze ESI productions.	✓ Meets	Casepoint eDiscovery affords full review capabilities including batching, advanced search and analytics, redaction, and tagging, to allow for seamless review and productions in a wide variety of formats common to most eDiscovery platforms.
4.1.3.2	The system must allow users to identify and remove duplicate documents and data.	✓+ Exceeds	Casepoint includes analytics for de-duplication, near-duplicate identification, comparison, and analysis as a standard feature within the platform. Redline, percentage similar, difference highlighting

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			and side-by-side comparison views are functionalities that are standard features. Duplicate documents can also be identified and removed during the review; Casepoint's search and review tools identify and yield results for both exact duplicates and near duplicates. ***Exceeds:*** With near-duplicate and text similarity built right in, Casepoint has sophisticated tools to compare documents that are similar to other documents. Near similar documents are listed in the context-sensitive pane. The default degree of similarity is shown as a percentage. This can be changed to as low as 50% or up to 100%. Users can select a 100% similarity for a Near Similar document comparison. This is different than an exact Duplicate. To be an exact Duplicate, the documents must have the same hash value (digital fingerprint). Some documents may be identical but have a different format (e.g. Word versus PDF), so they will not have the same hash value. Therefore, they are considered Near Similar, not Duplicates.
4.1.3.3	The system must allow users to redact and highlight portions of the document.	✓+ Exceeds	Casepoint ***exceeds*** this requirement. Casepoint has built-in annotation functionality that includes multiple redaction capabilities. All redactions occur in our TIFF view. Redactions can be created with black or white redaction boxes to the TIFF version of the document. Redactions can also include specific labels (endorsements), such as, "Confidential" or "Privilege." Users can view the document within Casepoint with or without the redactions. At the time of production (export), redactions are burned into the production documents and the document is re-OCRed to confirm that the underlying text is not included in any production

Trusted. Technology. Together.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			Exceeds: Casepoint automatically provides bulk redactions and persistent highlights based on pattern recognition. Casepoint's robust search engine also supports searching by regular expression. This allows a user to search for patterns of characters such as social security numbers, telephone numbers, and the like. Casepoint can even automatically find and redact photographs or specific faces in photos. Also, reviewers can easily flag specific fields or data within records to be redacted throughout all documentation, all while reviewing a single document!
4.1.3.4	The system must allow users to search, tag, index, and code information and provide advance search features including but not limited to keyword, Boolean, stemming, wildcard, fuzzy, proximity and other search types.	✓ + Exceeds	Casepoint affords full technology review capabilities including batching, advanced search and analytics, redaction, and tagging, to allow for seamless review. Casepoint allows users to seamlessly review and tag documents. Tagging can be done using tags that have been previously created in the system or by creating new tags while reviewing. Users who have been granted the appropriate permissions can create new tags. Once a document has been coded, Casepoint can automatically tag other documents based on similarity and family relationships **Casepoint _exceeds_ this requirement: Casepoint eDiscovery offers both Elasticsearch and dtSearch search engines with custom indexes.** Casepoint has powerful search features that provide simple and complex keyword searching, Boolean searching, and wildcard searching across all documents and document types. Additionally, Casepoint has search-related tools to validate each search term. For example, Casepoint provides synonym analysis, search term hit counts, fuzzy searching and stem searching to help determine that each search term selected is defensible. Casepoint's term analyzer identifies

| Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			variations of terms selected for search. The term analyzer also provides the ability to view hit counts of work variations to ensure you have selected the most effective search terms possible. Casepoint also supports approximate string match searching, concept searching and concept clustering, and relevance ranking.
4.1.3.5	The system must process searches, display documents, and allow users to perform document review with minimal loading times.	✓+ Exceeds	Casepoint *exceeds* this requirement. Casepoint was architected for speed. Our platform has been described as "as close to instantaneous as possible." Casepoint's infrastructure supports automatic scaling to meet the demands of active litigation.
4.1.3.6	The system must include a file viewer that easily and quickly opens files without needing to install additional applications. Supported files must include: [.docx, .xlsx, .pdf, .jpg, .jpeg, .mov, avi, .rtf, .txt., pub, .pptx]	✓+ Exceeds	Casepoint *exceeds* this requirement. Casepoint supports the ingestion, processing, and review of **over 600 files types**, including .docx, .xlsx, .pdf, .jpg, .jpeg, .mov, avi, .rtf, .txt., pub, and .pptx file types, all within a single application. Casepoint has its own custom-built comprehensive file viewer that provides the user with the ability to view a file in the native view, TIFF view, extracted text (or OCR text) view, HTML view, original view, and production view versions of each document directly within our web browser. Our native view allows users to view documents in a near-native format without the need for the native application to be installed on a user's machine. Casepoint also has a team of data analysts that can address the most challenging data types, including data from folder systems and audio and video recordings. Casepoint's native viewer supports audio/video files. A majority of our clients provide .wav, .mp3, and mp4 files which Casepoint ingests, processes, and presents for review. We also ingest and process audio and video files from cell phone collections.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			Additionally, Casepoint can process Lotus Notes email files natively by talking directly to Lotus Notes API - a distinguishing factor. Casepoint has native Lotus Notes processing capabilities for Lotus Notes email, document, libraries, and forms directly within the Casepoint platform avoiding the need for conversions. Converting Lotus Notes data into an intermediate format, such as Outlook (PST), before processing can be risky and may result in lost or impaired data. Thus, Casepoint's standard practice is to process NSFs natively within our Casepoint data processing engine.
4.1.3.7	The system must support searching on tags/codes and metadata.	✓ Meets	Casepoint has powerful search features that provide simple and complex keyword searching, Boolean searching, and predictive coding across all documents and document types. Searching can also be performed on any field, including tags/codes and metadata.
4.1.3.8	The system must allow the user the option to assign and self-assign batches for review.	✓ Meets	Casepoint meets this requirement.
4.1.3.9	The system must provide search engines that support both Elasticsearch and dtSearch indexing and searching options within a single matter.	✓ Meets	Searching in Casepoint eDiscovery is quite powerful and capable of handling very complex queries. **Casepoint eDiscovery offers both Elasticsearch and dtSearch search engines** with custom indexes. Both search engines support Boolean and proximity searches in addition to, text, natural language, terms and phrases, noise words, phonic, stemming, punctuation, wildcard, and fuzzy searches.
4.1.3.10	The system must allow the user to create workspaces, folders, etc., for customizable document organization.	✓ + Exceeds	Casepoint _exceeds_ this requirement. Casepoint puts _you_ in the driver's seat. We understand every matter is different, and teams can change, therefore we intentionally designed an application that allows client administrators/case managers, with the appropriate permissions, to create and manage workflows, matters, users, and more. Thus,

| Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			with Casepoint, client admins/case managers can uniquely create and build workspaces and workflows that are best suited to their team and team members. Casepoint can organize and segregate documents in many ways, including but not limited to, by any metadata field, tag, custom field, word search, or string search. Once organized and segregated, these documents can then be saved into customizable folders accessible by permission at the case, group, and user level. And - unlike our competitors - **Casepoint allows users to have one file in multiple folders**.
4.1.3.11	The system must provide full administrator rights to the customer, including the ability to assign roles/permissions, create review assignments and/ or review batches for reviewers.	✓ Meets	Casepoint provides full administrator rights to the customer, including the ability to assign roles/permissions, create review assignments and/or review batches for review. With Casepoint, there are thousands of permission combinations that can be configured per Casepoint role and there can be unlimited roles associated per matter. In addition to the features and tools listed is the response above, Casepoint has a batching tool that can be used to assign documents for review and track the status of document review. Review batches can be organized by review phase. A phase can also be referred to as a review project (or a sub-project) or a batch set. Review batches can be assigned to a review team or an individual. A reviewer can accept a batch and check it out to lock the batch for review. A reviewer can also share a batch, or files in a batch, with another user. Once all documents in a batch have been reviewed the status of the review batch is updated to completed.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.3.12	The system must allow for the customization of coding panels.	✓+ Exceeds	Casepoint _**exceeds**_ this requirement. _**Exceeds**_ Coding panes are a great way to organize your document review workflow. Each coding pane is designed as a template and it can be customized based on your needs, as well as restricted by role permissions. For example, you can easily create a coding template exclusively for your litigation support team, QC team or privilege review team, to expedite data processing and document review workflow. Clients can also add, edit, delete and clone coding templates from the coding pane when reviewing documents.
4.1.4	**Advanced Analytics**		
4.1.4.1	The system must include the following content & context analysis capabilities: topic clustering, email threading, near-duplicate analysis, entities recognition.	✓+ Exceeds	Casepoint _**exceeds**_ this requirement. Casepoint eDiscovery's advanced search provides additional search tools that are capable of analyzing content and context. Casepoint's advanced search is a hybrid of content (text) search, field search, and analytics. The advanced search allows users to adjust the advanced settings to enhance their search with stemming, fuzziness or phonic searches, as well as, perform search indexes, and test their search query. Also, in advanced search, users can mix field searching with text searching. The text searching tools provide data visualization analytics, which includes: word trees, word clouds, word circles, word stemming, and an indexed dictionary. We also have topic clustering as part of analytics, grouping similar documents for efficient review. Additional analytics functionality includes content analysis and interactive graphical representation tools to allow users to identify patterns within any field or metadata field, near duplicate and text similarity, and email threading.
4.1.4.2	The system must provide predictive coding,	✓ Meets	One of Casepoint's greatest strengths is that its advanced analytics features are

| Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
	advanced artificial intelligence (AI) and Technology Assisted Review (TAR) technologies including TAR 1.0 and TAR 3.0.		built directly into the platform. Advanced analytics are woven into the fabric of Casepoint, and collectively they are grouped under the name CaseAssist. All of the features in Casepoint's CaseAssist are automatically turned on for every case and they assist legal teams in identifying and prioritizing the review of key documents quickly. The features of CaseAssist include three main sets: • Data Story Builder • CaseAssist Active Learning (CAL) • Iterative TAR Our iterative TAR supports either Simple Active Learning (SAL) by using training samples created with presumed relevant documents (e.g., as the result of search terms or previous coding) or the use of random samples - Simple Passive Learning (SPL). The type of algorithm is based on the concept of k-nearest neighbor. Casepoint includes both TAR 1.0 and TAR 3.0. Casepoint's iterative TAR 1.0 process classifies documents into two mutually exclusive categories defined by human subject-matter experts. (e.g. Responsive/Not Responsive, Relevant/Not Relevant, Hot/Not Hot). With each iteration, TAR helps reviewers to refine the sample into a golden set for the auto-classification and machine learning process.
4.1.4.3	The system must provide Active Learning (story builder with continuous active learning analytics).	✓ Meets	Casepoint's CaseAssist's continuous active learning, is simple-to-use with powerful results. Indicate what tags you're interested in (ex: responsive/non-responsive) and our active learning continuously and automatically predicts and ranks how unreviewed documents should be tagged. Our active learning also supports full verification, precision, recall, model stability, and f-measure reporting. Casepoint's active learning is used for review prioritization, review automation,

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			and workflow automation with our integrated dynamic batch solution. Casepoint's Data Story Builder identifies key documents quickly to build natural outlines. Simply provide CaseAssist a key document or copy/paste information from a client email. CaseAssist will find the important people, places, companies, and products from that text and add that information to a data story. The resulting data story is an automatically generated document outline that is quick and natural to use and helps identify key documents quickly.
4.1.5	**Security**		
4.1.5.1	The system must provide secure authorized access and have multifactor Authentication for each user to Prevent unauthorized access.	✓+ Exceeds	Casepoint *exceeds* this requirement. Secure authorized access is paramount for Casepoint. Each Casepoint user account is secured with robust layers of customizable security. Casepoint users can choose to login using a Two-Factor Authentication (2FA), which adds a supplemental layer of security to each user account. *Exceeds*: Casepoint also offers integration with ADFS for SSO (single sign-on) and whitelisting by IP address
4.1.5.2	The systems must provide automatic session termination if no activity with a prescribed period of time.	✓ Meets	Casepoint meets this requirement.
4.1.5.3	The system must allow a client administrator to restrict security rights at the individual, group or role level.	✓+ Exceeds	Casepoint *exceeds* this requirement. Casepoint supports role-based security. Casepoint access is locked down at the case/matter level utilizing a comprehensive security matrix for roles and access that is decided based on direction from the client. Typically, a client will work with the Casepoint team to define a set of user roles with particular permissions and rights for each role type. Then, as users are added to a particular

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			case/matter, the client assigns one of the pre-defined roles and rights to that individual. There are no limits to the types of roles and permutations a client can create, though the Casepoint Project Team can provide guidance based on experience and best practices.
4.1.5.4	The system must provide a security level that allows system administrators to add new users to the system and edit existing user permissions.	✓ Meets	Casepoint meets this requirement.
4.1.5.5	The vendor must provide regular maintenance including new releases and updates.	✓ Meets	Casepoint provides regular maintenance including new releases and updates. Casepoint maintenance support includes new releases and updates which are provided to all customers through our scheduled releases. Casepoint has a dedicated operations and maintenance support team that works on daily application maintenance, bug fixes, and minor change requests/enhancements. We have a separate R&D and software development team that focuses on enhancing the Casepoint platform and developing exciting new features. Casepoint follows an agile development methodology and scrum process framework with monthly releases.
4.1.5.6	The system must provide at least 256-bit encryption to the data when at rest and in transit.	✓ Meets	All Casepoint data is encrypted at rest and in transit using FIPS 140-2 validated 256-bit AES encryption and TLS 1.2.
4.1.6	**Production**		
4.1.6.1	The system must provide production of the ESI in a variety of formats including as searchable PDF, native or images and text with a load file.	✓ Meets	Casepoint's production capabilities include all industry standard file formats for export, including native, single-page TIFF, multi-page TIFF, PDF and other formats, as needed. Data can also be exported to any industry standard load file format. Casepoint supports mixed productions with native files, slip sheets, placeholders and image files. Casepoint provides the case team with full transparency of the

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			production cycle and data sets produced with dashboard visuals and reporting functions.
4.1.6.2	The system must have a wizard-driven production process.	✓ Meets	Casepoint eDiscovery provides a step-by-step process for preparing and exporting production sets. The production/export wizard guides the user through the configuration, quality control, preparation, and validation steps for a production.
4.1.6.3	The system must have self-service production capabilities to allow the user to prepare and export from start to finish/download.	✓ Meets	Users can easily prepare and export documents from start to finish: Casepoint provides a step-by-step process for preparing and exporting production sets. The production/export wizard guides the user through the configuration, quality control, preparation, and validation steps for a production
4.1.6.4	The system must allow the user to view all productions for a single file in the review platform.	✓ Meets	Casepoint allows you to view all productions, and all documents that have been part of a production for a single file, within the review platform.
4.1.7	**Professional Services and Training**		
4.1.7.1	The vendor must provide Agency individualized live training for up twenty agency users per session.	✓ Meets	Casepoint meets this requirement.
4.1.7.1.1	The vendor must record live trainings and provide recorded training to the client at no additional cost.	✓ Meets	Casepoint records all live trainings. These recorded training will be provided to the WVOT for future reference.
4.1.7.2	The vendor must provide reviewer training and client administrator/organization administrator training.	✓ Meets	Casepoint's goal is to ensure that our clients have the necessary training, knowledge and skills to become experts in the use of Casepoint and are able to manage a successful electronic discovery case lifecycle. Casepoint recognizes and acknowledges that user training is one of the most important aspects to the success of a new implementation. Ensuring all administrative and end users receive the appropriate level and quality of training will be key to their ability to leverage the

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			power of Casepoint. Typically, formal training is provided virtually Four levels of training will be offered including Reviewer, Advanced Reviewer, Client Administrator and Organization Administrator. Trainings are recorded and provided to the client for future reference. Casepoint has developed a robust, comprehensive online Help Center that is accessible directly from Casepoint. The Help Center provides detailed information with step-by-step guidance on how to perform various functions accompanied by screenshots and videos to assist the user.
4.1.7.3	The vendor must record live trainings and provide recorded training to the client at no additional cost.	✓ Meets	Casepoint meets this requirement.
4.1.7.4	The system must provide access to a knowledge base or help center, technical documentation, and online support resources.	✓ Meets	Casepoint has a robust, comprehensive online Help Center that is accessible directly from Casepoint. The Help Center provides detailed information about all Casepoint functionality including step-by-step processes for how to perform various functions. The Help Center is easy to use, searchable and links users to related functionality. Casepoint users will find the user support and the Help Center as great supplements to the training sessions.
4.1.7.5	The vendor must provide support services for the initial setup and configuration.	✓ Meets	Casepoint will work with the Client Administrator to setup and configure Casepoint templates and views to meet WVOT requirements.
4.1.7.6	The vendor must provide support services for the duration of the contract for ongoing maintenance.	✓ Meets	Casepoint meets this requirement.
4.1.7.7	The vendor must offer client services support including project management and technical support services.	✓ Meets	Casepoint has a team of experienced eDiscovery specialists and data analysts on stand-by to provide Project Management and Technical Support services. Our team is available to help with various services including user administration, search creation, custom report development, review and production support, workspace

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			configuration, data collection, data migration, and data processing.
4.1.7.8	**Project Management – eDiscovery**		
4.1.7.8.1	Vendor must have the ability to participate in ad-hoc meetings to address an issue or concern.	✓ Meets	Casepoint meets this requirement.
4.1.7.8.2	Vendor must have the ability to provide consulting services for any activity client will undertake with a 3rd party vendor (e.g., data collection).	✓ Meets	Casepoint meets this requirement.
4.1.7.8.3	Vendor must have the ability to define, create, and deliver custom reports for client.	✓+ Exceeds	Casepoint's Project Managers can work with WVOT to create custom reports. In addition, Casepoint includes the ability for WVOT to create custom reports without the added cost of project management services.
4.1.7.8.4	Vendor must have the ability to work with client on custom requests, custom reports, etc.	✓+ Exceeds	The Casepoint platform has a robust, built-in reporting engine that provides the case team with full transparency of the case lifecycle. Reports are available at every level of workflow. We provide standard and customizable reports that display information such as lists of hosted matters, number of users, number of reviewers, speed of reviewers, outstanding documents to review, periods of dormancy, usage and performance including reviewer productivity, and data processing statistics, among others. As it relates to managing document reviews, there are dozens of built-in reports in Casepoint to track and manage the review. Report categories include Review Summary Log Reports, Tag Reports, Batch Reports, Index Reports, Custodian Reports, Annotation Reports, Production Reports, and Other Reports. In addition, Casepoint can create custom reports or queries at our clients' request.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
			Exceeds: We understand that every document review requires a variety of reports to be generated. Thus, Casepoint eDiscovery provides a report builder that creates both dynamic widgets and exported reports. The **Report Builder** is available from the following dashboards: **Datasets**, **Batches, Folders, Work Product.**
4.1.7.9	**Technical Support**		
4.1.7.9.1	Vendor must have the ability to provide User Administration	✓ Meets	Casepoint meets this requirement.
4.1.7.9.2	Vendor must have the ability to provide Early Case Assessment, Review, or Production Support	✓ Meets	Casepoint meets this requirement.
4.1.7.9.3	Vendor must have the ability to provide System Configuration	✓ Meets	Casepoint meets this requirement.
4.1.7.9.4	Vendor must have the ability to provide Search Creations	✓ Meets	Casepoint meets this requirement.
4.1.7.9.5	Vendor must have the ability to provide Batch Creations	✓ Meets	Casepoint meets this requirement.
4.1.7.9.6	Vendor must have the ability to provide View Creations	✓ Meets	Casepoint meets this requirement.
4.1.7.9.7	Vendor must have the ability to provide request technical assistance/leverage support services for tasks agency has the ability to perform.	✓ Meets	Casepoint meets this requirement.
4.1.8	**Support**		
4.1.8.1	Support by telephone, online, in-app, and email 24 hours-a-day, 7 days-a-week, 365 days-a-year for troubleshooting technical issues	✓ Meets	Casepoint's official business hours are Monday through Friday 8am to 9pm ET. Outside of those hours, we will have a team on standby to provide technical support.

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.8.2	A response time of a minimum of 1 day to request for technical support.	✓ Meets	Casepoint's technical response times for technical support requests depends on the issue severity. At a minimum, Casepoint will respond within one business day to requests for technical support.
4.1.8.3	Access to knowledge base, technical documentation, and online support resources.	✓ Meets	Casepoint has developed a robust, comprehensive online Help Center that is accessible directly from Casepoint. The Help Center provides detailed information about all Casepoint functionality including step-by-step processes for how to perform various functions. The Help Center is easy to use, searchable and links users to related functionality. Casepoint users will find the user support and the Help Center as great supplements to the training sessions.
4.1.9	**Billing - eDiscovery**		
4.1.9.1	Vendor will round up to the nearest next whole gigabyte (GB) for billing and auditing purposes. (Example 1.2GB will be billed at 2.0 GB)	✓ Meets	Casepoint meets this requirement.
4.1.9.2	Vendor will invoice monthly and will bill at the maximum gigabyte (GB) capacity used by the state.	✓ Meets	Casepoint meets this requirement.
4.1.9.3	Vendor's proposed solution must provide billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by each agency.	✓ Meets	Casepoint meets this requirement. Casepoint provides monthly invoicing reports that display the volume of data hosted by matter. This is for easier "billing back" to simplify the procedures of a chargeback model.
4.1.10	**Software as a Service Addendum**		

Section	Requirement	Meets or Exceeds Requirement	Casepoint Response
4.1.10.1	Vendor must sign the attached Software as a Service Addendum prior to award.	✓ Meets	Casepoint agrees to the terms in the Software as a Service Addendum and has provided a signed version with our quote.
4.1.11	**Optional Renewals**		
4.1.11.1	Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing Division.	✓ Meets	Casepoint's price quote included costs for years 2, 3, and 4.

3.0 Casepoint eDiscovery

As a unified eDiscovery platform, Casepoint has its own powerful data processing engine built-in with the capability to access, transform, and control over 600+ file types. Data flows in Casepoint from one phase of the eDiscovery process to the next without concern for data loss.

Figure 1 - Casepoint handles all eDiscovery needs from input to output

And Casepoint is highly configurable, so workspaces, workflows, and templates can be set up to meet the unique needs of each custom case. Thus, giving *you* complete autonomy to add workspaces to the system, add users to the organization and assign them to workspaces and roles, as well as, build customize workspaces and add templates to expedite case needs for increased efficiencies.

Casepoint eDiscovery is a fully functional review and production platform that is fast, powerful, and easy-to-use. With Casepoint eDiscovery, the WVOT will find a user-friendly platform provides a depth of functionalities including that provides self-service data ingestion and processing, analytics, visualization, artificial intelligence, advanced search functions, document review, tagging, and production. The sections below provide more details about functions and features available in Casepoint eDiscovery.

3.1. Data Ingestion and Processing

Casepoint eDiscovery's processing engine automates the entire processing workflow - from ingestion and container identification to text and metadata extraction. The system identifies anomalous files during processing and provides an exception list of files for review by the case team. Data is loaded into Casepoint eDiscovery for ingestion and cataloguing. Once data is catalogued, it is de-duplicated, de-NISTed, and pre-processed for loading into our review platform. The entire process of preparing files for review is tracked by Casepoint and its internal chain of custody system for accurate and complete data processing.

We offer the flexibility of allowing our clients to self-upload and process their data. The processing wizard (see Figure 2 below) guides an administrator through file uploads, processing requirements, custodian assignment, deduplication, and promotion to the review environment. Processing templates can be created to preselect common options for case types.
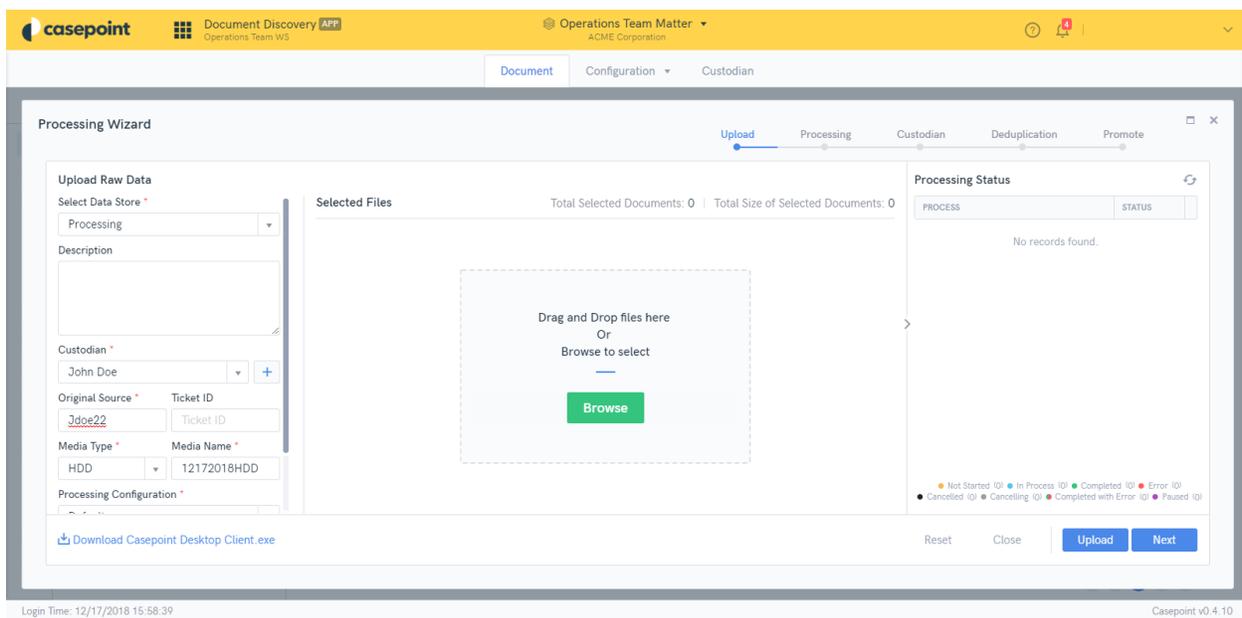
Figure 2 - Casepoint's processing wizard guides the administrator through data ingestion and processing

You can also perform OCR (Optical Character Recognition) and extract text from any image file format during processing and create or update a database index at anytime

3.2. Document Review

Casepoint eDiscovery is able to organize and segregate documents in many ways, including but not limited to, by any metadata field, tag, custom field, word search, or string search. Once organized and segregated, these documents can be saved into customizable folders accessible by permission at the case, group, and user level.

Casepoint eDiscovery has a batching tool that can be used to assign documents for review and track the status of document review. Casepoint doesn't limit the number of batches you can have for a case. Review batches can be organized by review phase. A phase can also be referred to as a review project (or a sub-project) or a batch set. Review batches can be assigned to a review team or to an individual. A reviewer can accept a batch and check it out to lock the batch for review. A reviewer can also share a batch or files in a batch with another user. Once all documents in a batch have been reviewed the status of the review batch is updated to complete.

Advanced Search

Casepoint eDiscovery has powerful search features that not only allow basic searching but also improve upon search criteria and ensure that you are searching effectively. The search functionality within Casepoint eDiscovery (see Figure 3) also allows you to explicitly include the family, e.g., an email (the parent) with attachments (the children), in the search results. Casepoint maintains an audit of all searches and allows you to save the search criteria and search results.

Additionally, Casepoint eDiscovery has search related tools to validate each search term. For example, Casepoint eDiscovery provides synonym analysis, search term hit counts, fuzzy searching and stem searching to help determine that each search term selected is defensible. Casepoint eDiscovery's term analyzer identifies variations of search terms selected for search. The term analyzer also provides the ability to view hit counts of work variations to ensure you have selected the most effective search terms possible. Casepoint eDiscovery also has a sampling feature to vet each search result by creating a random sample of the search results and supports approximate string match searching, concept searching and concept clustering, and relevance ranking.

Casepoint eDiscovery also supports keyword term highlighting, as well as persistent highlighting of search terms, words or phrases throughout the collection. Hit highlighting is also available to users in text and attachments, allowing users to navigate from hit to hit.
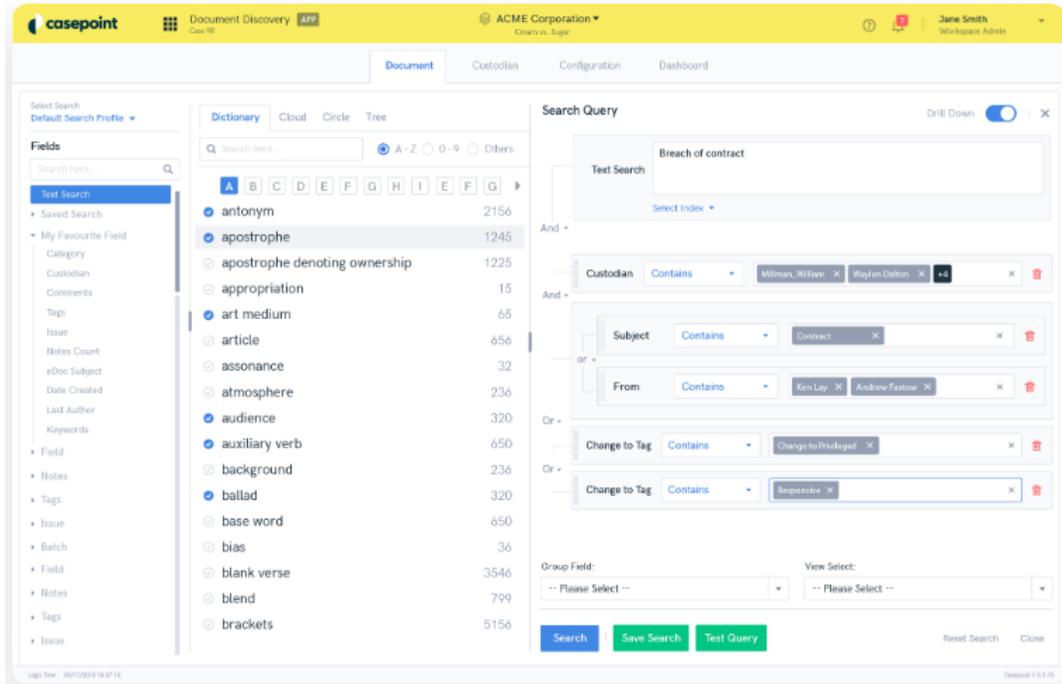
Figure 3 - Casepoint provides a search query wizard to build complex searches

Redactions

Casepoint eDiscovery has built-in annotation functionality that includes multiple redaction capabilities. Casepoint eDiscovery's redaction functionality allows authorized users to create multiple sets of redactions. These redactions can be turned on or turned off at any point so the document can be viewed with or without any version of the redactions. Redactions can also include specific text, such as, "Social Security Number" or "Birth Date." Casepoint eDiscovery can even automatically find and redact photographs or specific faces in photos.
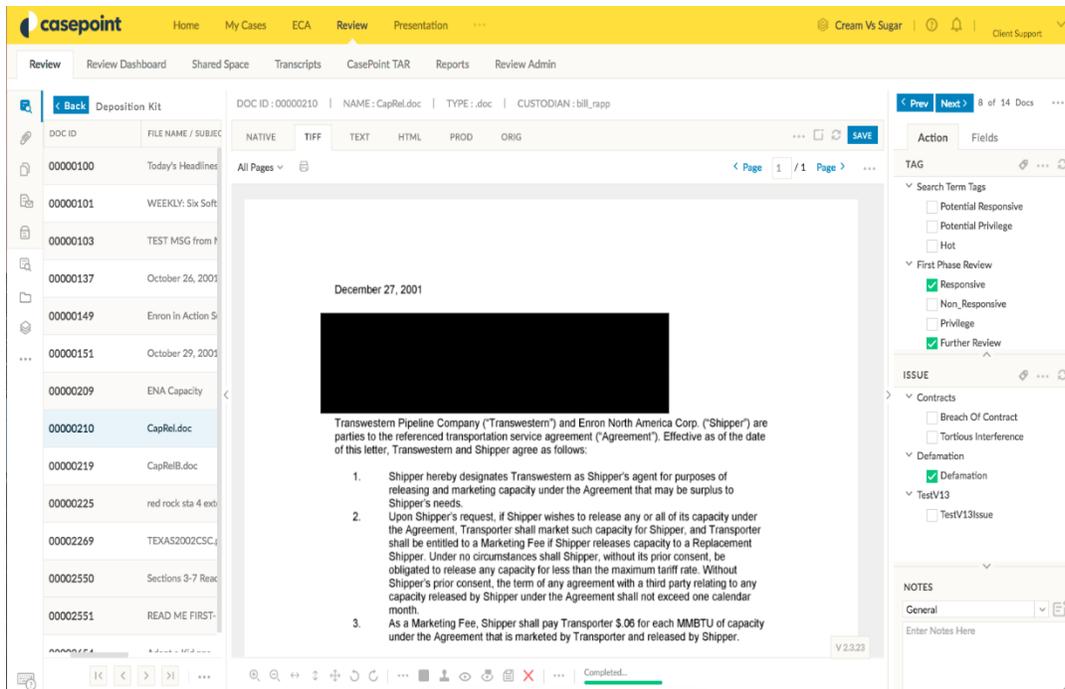
Figure 4 - Casepoint includes many redaction functionalities including TIFF document review redactions

Redactions are maintained as image coordinates within the database. At the time of production (export), redactions are burned into the production documents and the document is re-OCRed to confirm that the underlying text is not included in any production. Additionally, reviewers can easily flag specific fields or data within records or define regular expressions to be redacted throughout all documentation.

3.3. Analytics and Artificial Intelligence

Casepoint eDiscovery's advanced artificial intelligence and analytics features, described below, are designed to help you quickly find key pieces of information and efficiently review large quantities of files.

Near Duplicate

Casepoint includes analytics for near-duplicate identification, comparison, and analysis of duplicate data. Redline, percentage similar, difference highlighting and side-by-side comparison views are functionalities that are standard features available in the Casepoint platform. With near duplicate and text similarity built right in, Casepoint has sophisticated tools to compare documents that are similar to other documents.

This feature goes far beyond a "tracked changes" document, and is able to show similar documents side by side highlighting differences between similar documents (see Figure 5 below). If you find a document that is relevant to your request, you will be able to easily find

similar documents with a click of a button. The near duplicate feature allows for faster and more accurate reviews while reducing review effort.
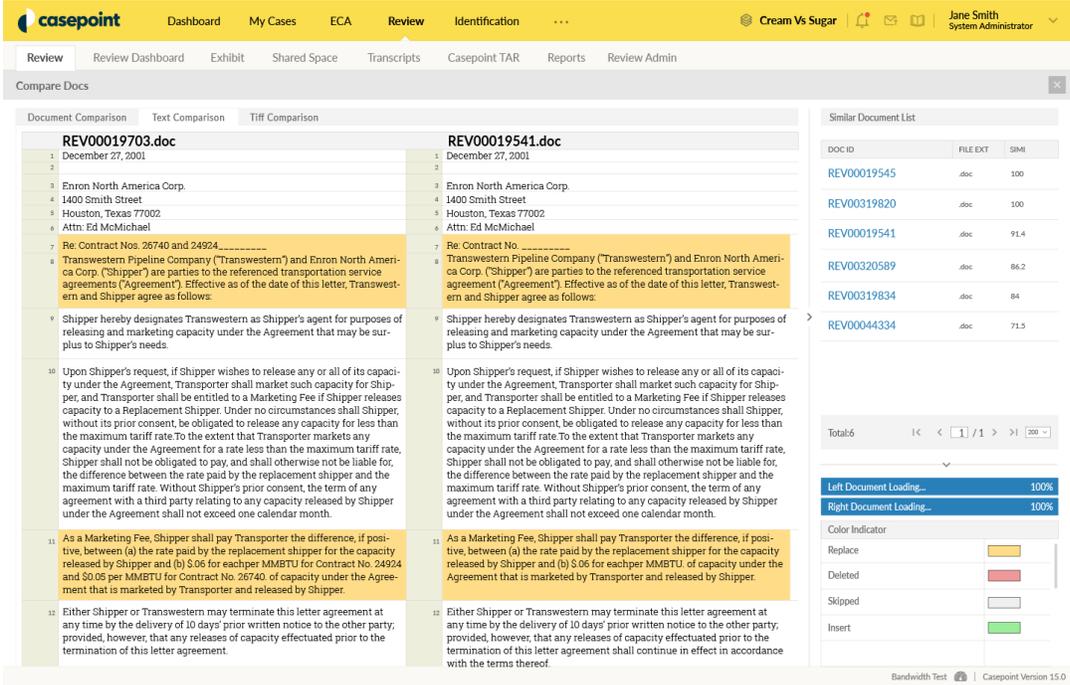
Figure 5 - Casepoint's DeNist, DeDupe, Near Similarity tool

Analytics Reporting

Casepoint eDiscovery gives you the option of analyzing data through visual representations including Word Clouds, Timelines, Bubble Charts, and cluster Diagrams.

Figure 6 - Casepoint's data analysis and visualization tools includes a word cloud which displays the most commonly used words contained throughout the documents

Figure 7 - Casepoint includes built-in advanced analytic tools that provide the user with a variety of ways to visualize data

Email Analytics

Casepoint includes email threading functionality and also performs email thread analysis. Casepoint's email threading feature clusters email communications using the Email Subject and the threads with the same Email Subject. Email threading review allows a user to group email communications and review documents by electronically mapping communication flow. Figure 8 shows how you can easily view email threads and branches. You can visually select any part of the thread to view and even tag.
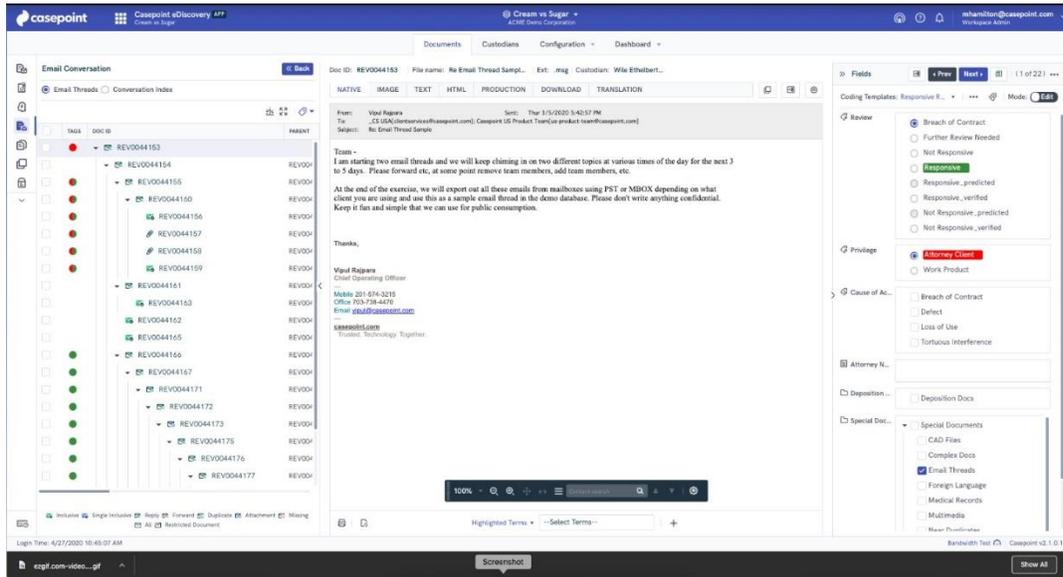
Figure 8 - Casepoint's email threading allows you to visualize threads and branches

Casepoint identifies the most inclusive email so you don't need to review all emails in the thread. In addition, emails are maintained as separate files so they can be searched and sorted on individually.

Email threading also displays historical trail of emails exchanged between a specific sender and receiver, including any missing emails that may have been deleted or removed. Any deleted or removed messages are designated as missing in the email thread tree. From the email threading view, a reviewer can see who, when, and how frequently the subjects interacted with each other and/or with others.
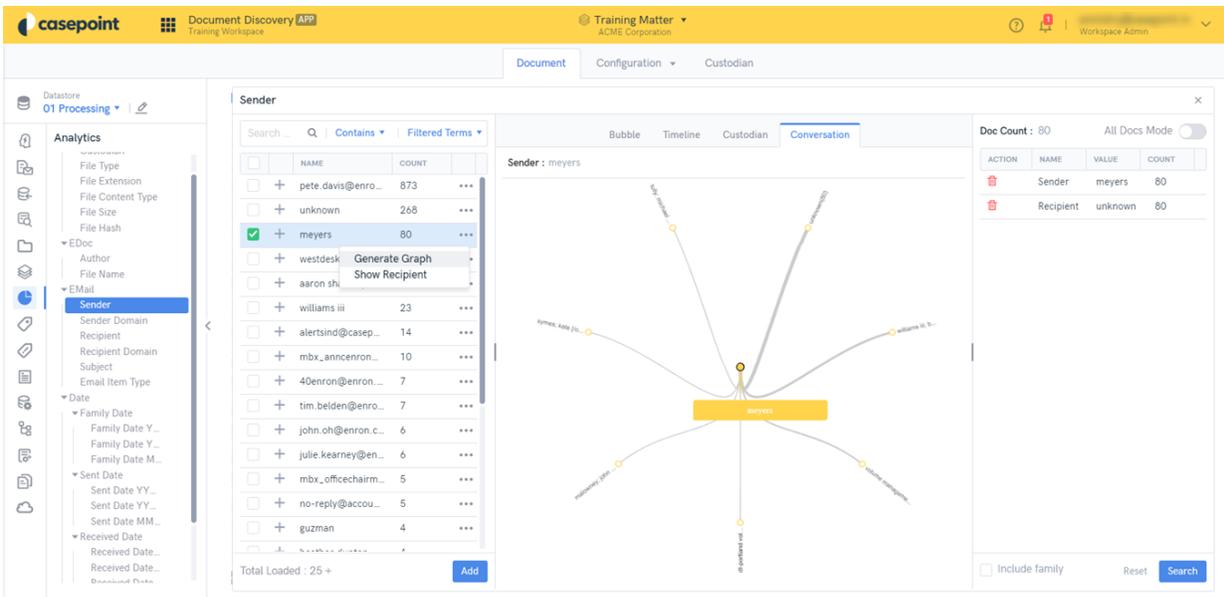
Figure 9 – Casepoint provides visualizations to show links between email communications
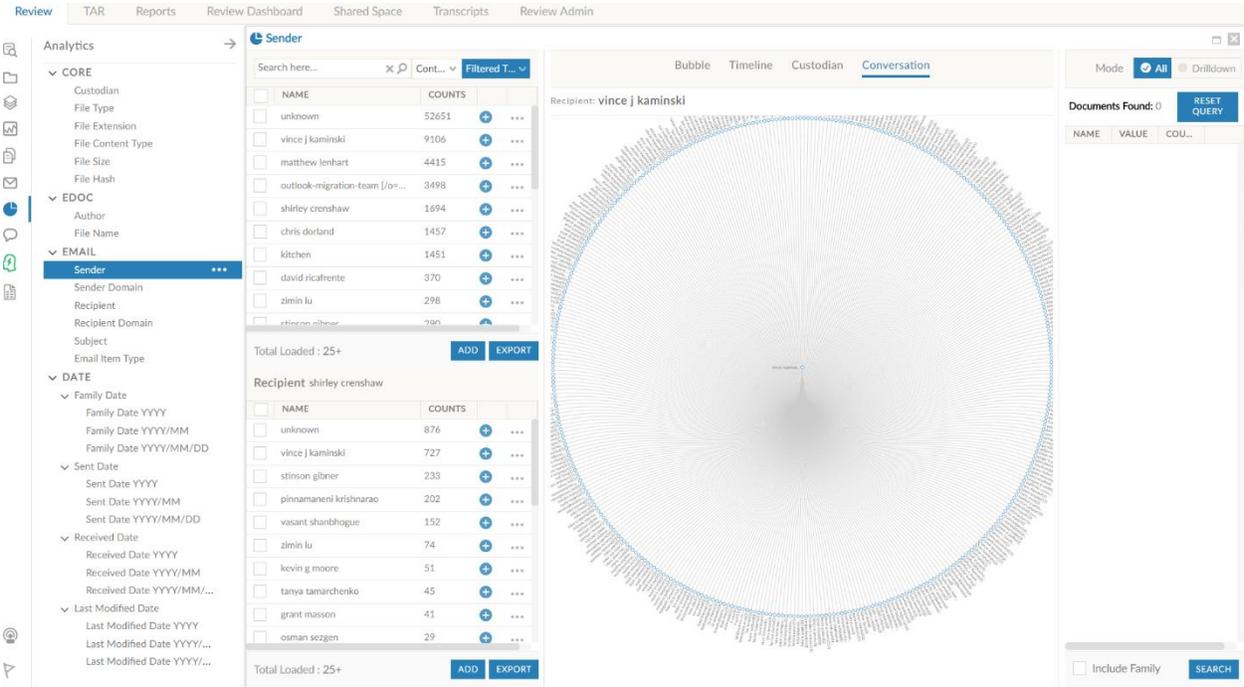
Figure 10 - Casepoint's Graphical Email Threading View

CaseAssist

One of Casepoint's greatest strengths is that its advanced analytics features are built directly into the platform. Advanced analytics are woven into the fabric of Casepoint, and collectively they are grouped under the name CaseAssist. All of the features in Casepoint's CaseAssist are

automatically turned on for every case and they assist legal teams in identifying and prioritizing the review of key documents quickly. The features of CaseAssist include three main sets:

- Data Story Builder
- CaseAssist Active Learning (CAL)
- Iterative TAR

Simply provide CaseAssist a key document or information and CaseAssist will find the important people, places, companies, and products from that text and add that information to a data story.
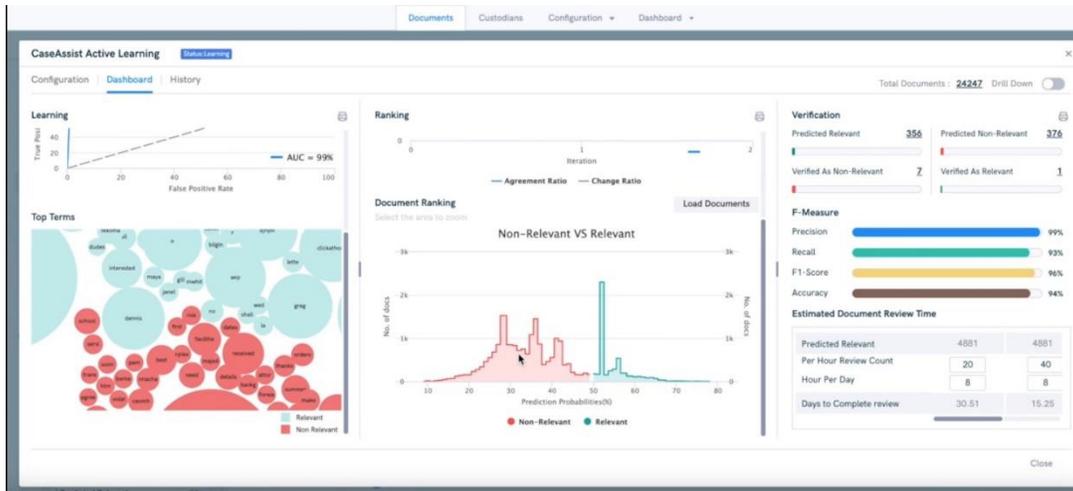
Figure 11 – CaseAssist

3.4. Productions

Casepoint's production capabilities are wizard driven and include all industry standard file formats for export. Casepoint supports mixed productions with native files, slip sheets, placeholders and image files. Production templates can be built to streamline and speed up production outputs.

Once data has been reviewed for responsiveness, privilege, and other issue coding, data that has been selected for production will be produced from the Casepoint eDiscovery. We offer the flexibility of allowing designated users the ability to create their own productions at any time.

 The production/export wizard guides an administrator through the configuration, quality control, preparation, and validation steps for a production. Production templates can be created to pre-select common options across cases.

3.5. User Access and Security

The Casepoint platform is designed to support the unique workflows of financial cases and can help securely handle the nuances associated with protecting sensitive data while the case progresses.

Roles and Permissions

Casepoint's user authentication model is governed by role-based security access rights based on case-level security, document-level security, and field-level security. Casepoint access is locked down at the case/matter level utilizing a comprehensive security matrix for roles and access. Administrators can define the roles at the most granular level, including access to fields, tagging panels, screens, files/documents, menu options and folders, to name just a few. There are thousands of permission combinations that can be configured per role and there can be unlimited roles associated per matter.

Security

Casepoint is very focused on security and we are currently providing a secure environment for our Government agency's highly sensitive data. For the US Courts Defenders Services Office, we host and manage data that is often covered by a protective order and includes sensitive information like personal identifiers of informants and defendants who are cooperators against other potentially violent defendants, financial documents, and patient records.

At the platform level, we have several security controls in place and received security certifications including:

- SOC II Type 2 Certification
- ISO 27001:2013 Assessment
- FIPS 140-2 Controls
- NIST 800-53 Controls

4.0 Previous Casepoint Implementations

As a company, Casepoint is experienced in the evolution of eDiscovery technology from the early days to present. Many on our team were early pioneers in eDiscovery, enabling our company to appreciate the intricacies of the industry and individual technologies including advanced analytics and predictive coding.

Casepoint's web-hosted review platform has been implemented for 159 clients and used for over 1500 matters. Casepoint delivers eDiscovery and litigation support services to:

- Government Agencies
- State and Local Agencies

- Law Firms for matters involving verticals including FCPA, finance, construction, pharma, IP, white collar and criminal litigation
- Construction, banking and insurance corporations

We currently have 15,000+ logins with users in USA, Canada, EU, Japan, South Korea, and India.

Casepoint has experience with a wide variety and large volumes of ESI – some of our recent matters include:

- A complex corporate matter – 22TB of data, mounted, culled, and processed in a record 4-day period with "on-the-fly" language translations
- A major antitrust litigation – 8TB of data, 15M documents, multiple counsel, multiple time zones, and multiple languages
- A large DOJ investigation – 12TB of data, joint defense matter
- A high-profile congressional inquiry – cloud email collection with over 100 custodians

In Table 4**Error! Reference source not found.** below, we provide examples of some of our recent and relevant government experience to showcase our depth and breadth of relevant experience. These examples   also highlight how Casepoint can support government divisions for various legal and discovery matters.

Table 4 - Casepoint's Depth and Breadth of Relevant Experience

Client	Demonstrated Services
U.S. Courts, Defender Services Office The US Courts Defenders Services Office (DSO) is responsible for the administration and support of the Defender Services Program. The Defenders Services Program provides defense resources as part of the Criminal Justice Act (CJA) to any person financially unable to obtain adequate representation.	Casepoint is working hand-in-hand with the DSO Administrative Office to deploy Casepoint across 79 DSOs covering 94 districts. This includes outreach, demonstrations, training, and user support so users become comfortable with the Casepoint Platform and quickly see the benefit of Casepoint's powerful e-Discovery capabilities. We work with each DSO to understand their requirements and configure Casepoint to meet their specific needs. In addition, we have made customizations to Casepoint to resolve complex data challenges like mapping audio video files from police encounters to transcript line items.
The U.S. Securities and Exchange Commission The U.S. Securities and Exchange Commission (SEC) is an independent agency of the US federal government. The SEC enforces federal securities laws, proposes securities rules, and regulates the securities industry, which is the nation's stock and options exchanges, and other	Casepoint is working with SEC's Office of Enforcement & Office of Compliance Inspections and Examinations to move from an on-premise eDiscovery solution to an enterprise eDiscovery cloud solution. The SEC chose Casepoint as its eDiscovery web-hosted review platform to reduce costs, improve access to analytics tools, and drive greater workflow efficiencies. The SEC receives approximately 3,500 new productions, totaling

Client	Demonstrated Services
activities and organizations, including the electronic securities markets in the US.	nearly 10 terabytes (TB) after processing, each month.
California Department of Business Oversight (DBO) The DBO protects consumers and oversees financial service providers and products. The DBO supervises the operations of state-licensed financial institutions, including banks, credit unions and money transmitters. Additionally, the DBO licenses and regulates a variety of financial service providers, including securities brokers and dealers, investment advisers, payday lenders and other consumer finance lenders.	Casepoint worked with DBO to complete an enterprise-wide rollout of Casepoint. This included several basic and advanced onsite training sessions to 100+ users. Casepoint is used across DBO to support over 30 matters. DBO is leveraging the basic and advanced features of Casepoint including basic and advanced search, coding, annotation, redactions, and TAR.
State of Connecticut, Office of Attorney General The Attorney General is the chief civil legal officer of the State. The Office of the Attorney General was officially established in 1897. The Connecticut Constitution and General Statutes authorize the Attorney General to represent the interests of the people of the State of Connecticut in all civil legal matters involving the state to protect the public interest, and to serve as legal counsel to all state agencies.	Casepoint provides a comprehensive cloud-based solution to serve the litigation needs of the State of Connecticut including 15 departments and offices across Connecticut State Agencies. Specifically, Casepoint is used to support efforts across tort cases, employment issues, class action lawsuits and FOIA requests. Connecticut's local administrators leverages Casepoint's user and account management capabilities to quick setup cases and manage templates and users at the account and case level.

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

State of West Virginia
Request for Quotation
21 — **Info Technology**

Proc Folder: 712460

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

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-20	2020-05-04 13:30:00	CRFQ 0210 ISC2000000024	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Casepoint, LLC
7900 Tysons One Place
Suite 680   703-738-4408
Tysons, VA 22102

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X *Amy Hilbert*   **FEIN #**   300503533   **DATE**   5/15/2020

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description :

Please see the attached Exhibit A Pricing Page

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

SCHEDULE OF EVENTS

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email:

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

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

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

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

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

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

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

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

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

Bid Opening Date and Time:

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

[ ] **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____year(s).

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

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

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

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

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

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

[ ] **Other:** See attached.

Revised 01/09/2020

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

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

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

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

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

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

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

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

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

[ ] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

[ ]

[ ]

[ ]

[ ]

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

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

Vendor must maintain:

[ ] **Commercial General Liability Insurance** in at least an amount of: _____ per occurrence.

[ ] **Automobile Liability Insurance** in at least an amount of: _____per occurrence.

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

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

[ ] **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

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

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

[ ]

[ ]

[ ]

[ ]

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

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

10. [Reserved]

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

[ ] _____ for _____

[ ] Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No.: WV-_____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of $250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of $500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant

to _____, Vendors are required to pay applicable Davis-Bacon

wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

   a. Required Information. The subcontractor list must contain the following information:

      i. Bidder's name

      ii. Name of each subcontractor performing more than $25,000 of work on the project.

      iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

      iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

   b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

       i. The subcontractor listed in the original bid has filed for bankruptcy;

       ii. The subcontractor in the original bid has been debarred or suspended; or

       iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

☐   Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Name, Title)

Amy Hilbert, Vice President, Public Sector
_____
(Printed Name and Title)

7900 Tysons One Place, Suite 680, Tysons VA 22202
_____
(Address)

703-738-4408
_____
(Phone Number) / (Fax Number)

ahilbert@casepoint.com
_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Casepoint, LLC
_____
(Company)

Amy Hilbert
_____
(Authorized Signature) (Representative Name, Title)

Amy Hilbert, Vice President, Public Sector
_____
(Printed Name and Title of Authorized Representative)

05/15/2020
_____
(Date)

703-738-4408
_____
(Phone Number) (Fax Number)

SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

4. MANDATORY REQUIREMENTS:

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

4.1.1 General Requirements– e-Discovery System

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

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

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

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

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

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

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

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

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

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

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

4.1.1.11.1 A system that has two-factor authentication access.

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

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

4.1.1.11.4 A system that scans files for viruses.

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

4.1.2 Data Loading & Processing- e-Discovery System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1.3 Review – e-Discovery System

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

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

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

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

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

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

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

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

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

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

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

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

4.1.4 Advanced Analytics – eDiscovery System

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

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

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

4.1.5 Security – eDiscovery System

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

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

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

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

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

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

4.1.6 Production – eDiscovery System

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

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

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

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

4.1.7 Professional Services and Training – eDiscovery

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

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

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

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

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

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

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

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

4.1.7.8 **Project Management – eDiscovery**

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

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

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

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

4.1.7.9 **Technical Support – eDiscovery**

4.1.7.9.1 Vendor must have the ability to provide User Administration

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

4.1.7.9.3 Vendor must have the ability to provide System Configuration

4.1.7.9.4 Vendor must have the ability to provide Search Creations

4.1.7.9.5 Vendor must have the ability to provide Batch Creations

4.1.7.9.6 Vendor must have the ability to provide View Creations

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

4.1.8   Support - eDiscovery

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

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

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

4.1.9   Billing - eDiscovery

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

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

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

4.1.10 Software as a Service Addendum

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

4.1.11 Optional Renewals

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

5. CONTRACT AWARD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **VENDOR DEFAULT:**

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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:	Holly Alley
Telephone Number:	571-355-1717
Fax Number:	
Email Address:	halley@casepoint.com

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Name of Agency:_____   Name of Vendor:___Casepoint, LLC_____

Signature:_____   Signature: *Amy Hilbert*_____

Title:_____   Title:_____Vice President Public Sector_____

Date:_____   Date:_____5/15/2020_____

Appendix A

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

Name of Service Provider/Vendor: _____

Name of Agency: West Virginia Office of Technology

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
    Yes [X]
    No [ ]

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

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

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

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

    Name: Misty Peal

    Email address: misty.peal@wv.gov

Vendor/Service Provider's required information:

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

    Name: _____

    Email address: mnagpure@casepoint.com

    Phone Number: 703-738-4454

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Casepoint, LLC

Authorized Signature: *Ava Film*   Date: 4/24/20

State of Virginia

County of Fairfax , to-wit:

Taken, subscribed, and sworn to before me this 24th day of April , 2020.

My Commission expires 1/31/22 , 2022.

AFFIX SEAL HERE

Puja Kotadia
Commonwealth of Virginia
Notary Public
Commission No. 7586551
My Commission Expires 1/31/2022
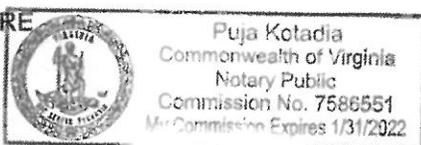
NOTARY PUBLIC *Puja Kotadia*

Purchasing Affidavit (Revised 01/19/2018)

	Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Request for Quotation** **21** — **Info Technology**

Proc Folder: 712460

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

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-01	2020-05-18 13:30:00	CRFQ 0210 ISC2000000024	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Casepoint, LLC

7900 Tysons One Place
Suite 680
Tysons VA 22102

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

Signature X *Amy Hilbert*   **FEIN #** 30-0503533   **DATE** 5/15/2020
All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

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

No other changes.

****

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

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

Comm Code	Manufacturer	Specification	Model #
43231511			

Extended Description :

Please see the attached Exhibit A Pricing Page

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

SCHEDULE OF EVENTS

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER:
Addendum Number:

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

Applicable Addendum Category:

[   ]   Modify bid opening date and time

[   ]   Modify specifications of product or service being sought

[   ]   Attachment of vendor questions and responses

[   ]   Attachment of pre-bid sign-in sheet

[   ]   Correction of error

[   ]   Other

Description of Modification to Solicitation:

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

Terms and Conditions:

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

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

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

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

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

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

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

[   ] Addendum No. 5   [   ] Addendum No. 10

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

Casepoint, LLC
_____
Company

Amy Hilbert
_____
Authorized Signature

05/13/2020
_____
Date

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

Casepoint Technology Supported Formats v052019

Audio Video

Extension	Description
.MOV	Apple QuickTime Multimedia File
.wmv	Windows Media Video
.ASF	Advanced System Format/Microsoft Digital Video Recording
.m4a	MPEG-4 Video File
.m4v	MPEG-4 Video File
.mdi	Microsoft Office Document Imaging
.mp3	MPEG Audio File
.swf	Macromedia Flash 4-8 / Adobe Shockwave/Flash File
.wma	Windows Media Video
.avi	AVI Multimedia File
.wav	RIFF WAVE Audio File
.mp4	MPEG-4 Video File
.tx3g	Container files for Audio and Video data
.f4v	MPEG-4 Video File
.flv	Adobe Flash Video File
.mp2	MPEG Audio File
.mpg	MPEG Video File
.mxf	Material Exchange Format File
.3g2	3GPP2 Multimedia File
.3gp	Third generation (media) file
.aac	MPEG Audio File

Extension	Description
.act	Action diagram (FoxPro) / Action File (Animation Master)
.aiff	Audio Interchange File
.amr	Adaptive Multi-Rate Audio File
.awb	AMR-WB Audio File
.asx	Microsoft ASF Redirector File
.drc	DRM Rights Object
.dvf	#N/ASony Digital Voice File
.fla	Flash movie file
.flac	FLAC Audio File
.gsm	Global System for Mobile Audio File
.iff	Interchange File Format
.iklax	iKlax Multi-Track Audio File
.ivs	Initialization Vector File
.m1a	MPEG-1 Audio File
.m2a	MPEG-1 Layer 2 Audio File
.m2v	MPEG-2 Video
.m4p	iTunes Music Store Audio File
.m4r	iPhone ringtone file
.mid	MIDI Audio File
.midi	MIDI File
.mkv	Matroska Video File
.mmf	Meal-Master Recipe File
.mp	Maya PLE Project File
.mpa	MPEG-2 Audio File
.mpc	Musepack (audio) file
.mpe	MPEG Video File
.mpeg	MPEG Video File

Extension	Description
.mpeg-1	Container files for Audio and Video data
.mpeg-2	Container files for Audio and Video data
.MPEG-4	Container files for Audio and Video data
.mpv	MPEG Elementary Stream Video File
.msv	Memory Stick Voice file / MyStars saved file
.nsv	Nullsoft Multimedia Container
.oga	Ogg Multimedia Container
.ogg	Ogg Vorbis Audio File
.ogv	Ogg Multimedia Container
.opus	Opus Audio File
.qt	QuickTime movie
.ra	Real Media Audio File
.raw	Raw binary image file
.rm	Real Media Audio File
.rmvb	RealMedia Variable Bit Rate File
.roq	Id Software Game Video
.sln	Visual Studio solution object file
.svi	Samsung Video File
.srt	Subtitles file
.swa	Shockwave Audio
.tta	True Audio File
.vob	(DVD) Video Object file
.vox	Dialogic Voice Audio File
.webm	WebM Video File
.wv	WavPack Audio File

Compressed Formats

Extension	Description
.lza	LZA Self Extracting Compress
.lzh	LZH Compress / LZH Archive File
.obd	Microsoft Binder 7.0 – 97

Extension	Description
.gz	UNIX GZip / gzip-Compressed File
.tar	UNIX Tar / tar Archive File
.uue	Internet News Message
.zip	Zip/Jar File
.rar	RAR Archive File
.ngzip	UNIX GZip / gzip-Compressed File
.7z	7-Zip Archive File
.cab	Microsoft Cabinet File / Microsoft Cabinet Archive
.zipx	Zip-Compressed File
.p7s	PKCS #7 Signature
.taz	Tar Zipped File

Databases

Extension	Description
.mdb	Microsoft Access / Microsoft Access Database
.dql	DataEase Database file
.pfc	AOL Personal Filing Cabinet File
.fmt	Oracle Forms form source text file
.dbt	database text file
.fox	InfoZoom Data File
.inx	Compiled Script file
.fw2	FrameWork II Database File
.fw3	FrameWork III Database File
.wdb	Microsoft Works DB / Windows Works database file
.fsl	Form Z Script
.px	Borland Paradox Database
.rbf	Windows Installer Rollback File
.r2d	Reflex 2 Data File

.smt	Samsung Theme File
.db	Q&A Database / Windows Thumbs DB File
.def	Windows library definition file
.DAT	Microsoft Media Clip OLE Object
.mdx	MapServer database index file / dBase index file
.vdx	Microsoft Visio XML / Microsoft Visio XML Drawing
.accda	Microsoft Access
.accdb	Microsoft Access 2007/2010/2013 / Microsoft 2007 Access Database
.accdc	Microsoft Access Signed Package
.accde	Access Execute Only Database
.accdt	Microsoft Access Database Template
.ade	Microsoft Access project extension
.adp	Microsoft Access project file / Dynamic web page
.asc	ASCII Text / PGP/MIME Keyring File
.mda	MicroDesign area file
.mde	Access database (compiled)
.mdw	Access Workgroup File
.tab	Tab Separated Values

Document

Extension	Description
.rtf	Rich Text Format
.wpd	WordPerfect Document
.hlp	Help File

.vss	Microsoft Visio Drawing
.vst	Microsoft Visio Drawing
.vsw	Visio Workspace File
.vsx	Microsoft Visio XML Drawing
.wpk	Nero Wave Editor File
.odt	Apache Office 3.x Writer (ODF 1.2) / OpenDocument Text
.vsd	source file for gif files used in translations
.wps	Microsoft Works SS / Microsoft Works Word Processor Document
.wbk	Word Document Backup
.xps	Microsoft XPS Document
.odf	Object Definition File
.odg	Apache Office 3.x Draw (ODF 1.2) / OpenDocument Graphics
.otg	OpenDocument Graphics / Libre Office 3.x Draw (ODF 1.2)
.otp	WordPerfect Slide Show / Libre Office 3.x Impress (ODF 1.2)
.ott	OpenDocument Text / Libre Office 3.x Writer (ODF 1.2)
.stw	StarWriter XML Document
.sxd	StarDraw XML Drawing
.sxg	StarWriter XML Document
.xy	XYWrite Document
.asd	Word AutoSave File
.cnv	Canvas 6-8 Drawing File
.grv	Office Groove File
.iaf	Outlook Internet Account File
.oab	Offline Address Book
.obi	Outlook RSS Subscription File

.olm	Microsoft Outlook for Mac 2011 / Microsoft Outlook Mac Mailbox
.onepkg	Microsoft Cabinet Archive
.ops	Microsoft Outlook Profile Settings file
.pa	Print Artist Project
.pip	Microsoft Office Personalised menus and toolbars file
.prf	Outlook Profile file / ClarisWorks Preferences File / Macromedia Director Preferences file
.pub	Microsoft Publisher File
.puz	Across Lite Crossword Puzzle
.rpmsg	Microsoft Restricted Permission Message
.sldm	Macro-Enabled Individual Slides File
.sldx	Associated with Microsoft PowerPoint, versions 2007 or later
.svd	Roland Patch File
.wll	Microsoft Word Add-in
.xar	Vector graphics file / Excel auto-recover save file
.xsf	InfoPath Form Template File
.xsn	InfoPath Form Template File
.onetoc2	Microsoft OneNote Table of Contents File
.pages	Apple iWork Pages File / Apple Pages Document File
.tmp	Temporary file
.qbb	QuickBooks Backup File
.001	Microsoft Visio
.vsdx	Microsoft Visio 2013 / Visio Drawing

EXE

Extension	Description
.exe	EXE / DLL File / Self-Extracting Archive
.dll	Dynamic Link Library
.jsp	Java server page
.joboptions	Acrobat Support File
.ds_store	Mac OS X file describing the appearance of a folder
.lnk	Microsoft Shortcut
.msi	Microsoft Installer File
.mso	Inline E-mail Attachment
.url	Ini Style Configuration File
.joboption	Acrobat Support File

Generic Text

Extension	Description
.txt	plain text file
.fft	Adobe Audition Noise Print File
.rft	Revit Family Template File
.wml	Wireless Markup Language (WML) / Wireless Markup Language File
.log	Log File
.cache	Adobe Photoshop Elements Thumbnail Database
.do	ModelSim file / Stata command file
.hjt	TreePad 6 Database File
.ini	Java Parameter File

Graphic Formats

Extension	Description
.ai	Postscript File
.sdw	Ami Draw
.rnd	AutoShade Rendering / PGP Random Seed File
.Fax	Now Contact Fax Template
.bmp	bitmap image file
.rle	Run Length Encoded Bitmap
.ico	icon file
.cur	Microsoft Windows Cursor Image
.dib	Device Independent Bitmap File
.warp	Mocha Pro Project File
.gp4	Guitar Pro 4 Tablature
.cgm	Computer Graphics Metafile
.cmx	CorelDraw ClipArt / Corel Metafile Exchange Image File
.cdr	Corel Draw Drawing
.dcx	FoxPro database index
.dxf	AutoCAD DXF Drawing
.dwg	AutoCAD DWG Drawing
.eps	Postscript File
.img	Apple Disk Image
.gif	used in document patches; image files
.hpgl	HP Graphics Language Plotter File
.jif	JPEG Image File
.jfif	JPEG graphics file
.jpg	JPEG image file
.jpe	JPEG/JFIF Image
.fpx	FlashPix image file
.pcd	Kodak photo CD image
.pic	Lotus PIC / Macintosh QuickDraw Picture
.snp	Microsoft Access Snapshot
.pict	Macintosh QuickDraw Picture
.pntg	MacPaint / MacPaint Graphic File
.dsf	Micrografx Designer / DAZ Studio Asset File
.draw	Vector Graphics Image File
.psp	Paint Shop Pro image
.pcx	PCX Image
.pbm	UNIX Portable Bitmap Graphic
.pgm	UNIX Portable Graymap Graphic
.png	Portable Network Graphic
.ppm	UNIX Portable Pixelmap Graphic
.jpeg	Progressive JPEG / RELATIVITY
.doodxyz	
.srs	Outlook Send/Receive Settings File
.tiff	Tagged Image File Format / Tagged Image Format File
.tif	image file (Tagged Image File Format)
.targa	Targa Graphic
.wbmp	bitmap file for wireless devices
.emf	Microsoft Windows Enhanced Metafile
.wmf	Windows Metafile [5000] / Microsoft Windows Metafile
.wpg	WordPerfect Graphic [B] / Corel WordPerfect Graphics
.wpg2	Corel WordPerfect Image File
.xbm	X-Windows Bitmap / X windows cursor or bitmap

.xdm	X-Windows Dump / Oracle BI Publisher Data Model
.xpm	X-Windows Pixmap / X11 Pixmap Graphic
.miff	Magick Image File
.dct	Delphi file / FoxPro file / Aurora dictionary
.dss	Digital Speech Standard File
.svg	Scalable Vector Graphics File / Scalable Vector Graphic
.nwd	Navisworks Document
.dwfx	AutoCAD DWFx Drawing
.dwf	AutoDesk DWF Archive File / AutoCAD DWF Drawing
.CATpart	CATIA V5 Part File
.3DS	3D Studio Scene
.dae	Digital Asset Exchange File
.fbx	Autodesk FBX Interchange File
.max	PaperPort image file
.mtl	OBJ Material File
.3dm	Rhino 3D Model
.ipt	Inventor Part File
.stl	Stereolithography File
.neu	Pro/ENGINEER Neutral File
.igs	IGES Drawing File
.rvt	Revit Project File
.stp	STEP 3D CAD File
.jt	JT Open CAD File
.sat	ACIS SAT 3D Model File
.step	STEP 3D Model
.jtd	Ichitaro 8.x-13.x/2004-2014 / Ichitaro Word Processing File
.ifc	Industry Foundation Classes File
.fmv	FME Desktop Viewspace File

.g01	Windows Metafile [5000]
.gem	RubyGems Package
.mac	MacPaint Image
.met	eMule Resource File, File used by eMule, a peer-to-peer online file sharing program
.pct	Picture File, Macintosh PICT format
.pdd	Adobe PhotoDeluxe Image
.pgl	
.pif	IBM Picture Interchange Format
.ps	Postscript Pages
.ras	Remedy Archive System File, Game resource file used by Max Payne video games
.tga	Targa Graphic
.xwd	X Windows Dump Image

Internet Text

Extension	Description
.htm	Hypertext Markup Language
.html	Hypertext Markup Language
.xml	Extensible Markup Language file
.mht	MHTML(Web Archive) / MIME/HTML Document
.mhtml	MIME/HTML Document
.vRge08Mes	Wordpad
.vRgeMessa	Wordpad
.webarchiv	Safari Web Archive File
.stm	Microsoft Exchange Server Streaming Store

LotusNotes Database

Extension	Description
.nsf	Lotus Notes Database

LotusNotes Document

Extension	Description
.DXL	Lotus Notes Document

Mail Message

Extension	Description
.eml	Internet Message
.oft	Outlook form template file
.msg	FND Message Loader Text
.vcs	vCalendar / vCalendar Data File
.ics	iCalendar Entry
.p7m	Digitally Encrypted Message
.emlx	Apple Mail.app Email File
.imap	Merak Mail Server Internet Message Access Protocol file

Mailbox

Extension	Description
.mbx	Microsoft Outlook Express 4 Mailbox
.pst	Microsoft Outlook PST/OST 2003/2007/2010/2013 / Microsoft Outlook Personal Folder
.ost	Microsoft Outlook OST 2013 / Microsoft Outlook Personal Folder
.dbx	Microsoft Outlook Express Mailbox
.mbox	mbox(RFC-822 mailbox) / Mailbox File

Portable Document

Extension	Description
.mif	XML file that contains schematic information about graphical representation of the structure (RMIM)
.psd	Adobe Photoshop Image
.pdf	document file/Portable Document Format (PDF)
.indd	Adobe InDesign Document

Presentation

Extension	Description
.flw	Fusion Flow File
.shw	Corel Presentations 7.0 - 12.0 / X3-5
.pre	StarImpress XML Presentation
.hgs	Harvard Graphics File
.cht	Harvard Graphics 98
.ch3	Harvard Graphics DOS Chart File
.prs	Harvard Graphics for Windows / Harvard Graphics Presentation
.drw	Corel Draw Drawing
.ppt	Mac PowerPoint 3.0 / PowerPoint presentation file
.pptx	Microsoft PowerPoint 2007/2008 / Google Drive Presentation
.odp	Apache Office 3.x Impress (ODF 1.2) / Lotus Freelance Presentation

Extension	Description
.sxi	Microsoft PowerPoint Presentation
.pps	PowerPoint slide show / Ping Plotter file
.ppsx	Slideshow / Microsoft PowerPoint Presentation
.pptm	Macro Enabled Presentation / Microsoft PowerPoint Presentation
.potm	Macro Enabled Template / PowerPoint Open XML Macro-Enabled Presentation Template
.sti	Corel Presentation
.potx	Microsoft PowerPoint Template / Microsoft PowerPoint Presentation
.ppsm	Macro Enabled Slideshow / Microsoft 2007 PowerPoint Presentation
.pot	PowerPoint design template.
.ppa	PowerPoint Add-in
.ppam	PowerPoint 2007 Add-In
.thmx	Shockwave Audio

Project Planning

Extension	Description
.mpp	Microsoft Project 2000/2002/2003 / Microsoft Project File
.mpd	Multi Part Document file
.mpt	Microsoft Project File
.xer	Primavera P6 Project File

Spreadsheets

Extension	Description
.csv	file from which user-needed data is imported

Extension	Description
.wb1	Corel Quattro Pro File
.wb3	Quattro Pro 8.0 / Microsoft Works Spreadsheet
.dbf	Borland dBase Database
.fw	Firmware Update File
.wku	Lotus 1-2-3 Spreadsheet
.wk1	Lotus 1-2-3 1.0 / Quattro Pro Spreadsheet
.wk2	Lotus 1-2-3 2.0 / Lotus spreadsheet
.wk3	Lotus 1-2-3 3.x / Lotus spreadsheet
.wk4	Lotus 1-2-3 4.x / 5.x / Lotus spreadsheet
.wk5	Lotus 5 Worksheet
.wki	Lotus 2 Worksheet
.wks	Lotus 1-2-3 98/Millennium Edition / Microsoft Excel Spreadsheet
.wrl	Lotus Symphony Worksheet File
.xlc	Microsoft Excel Chart
.xlw	Microsoft Excel Workspace file
.cod	Compiled Source Code
.mod	Windows kernel module
.wcm	WordPerfect Macro
.dif	Navy DIF / Data Interchange Format
.ods	Apache Office 3.x Calc (ODF 1.2) / StarCalc XML Spreadsheet
.tid	AVCHD Thumbnail File
.wkq	Quattro Pro for DOS Spreadsheet File
.wq1	Quattro Pro for Windows / Microsoft Excel XML Spreadsheet
.sxc	Lotus 1-2-3 Spreadsheet File
.cal	SuperCalc 5 / Calendar File
.np	Portfolio NetPublish File

Extension	Description
.xlsm	Microsoft Excel 2007/2008 Macro Enabled Workbook / Microsoft 2007 Excel Spreadsheet
.qpw	Password Protected Quattro Pro Win 9.0 / X3 - X5 / Quattro Pro Spreadsheet
.stc	Quattro Pro Spreadsheet
.wb2	Lotus 1-2-3 Spreadsheet File
.wk	Lotus Spreadsheet File
.xlt	Excel template
.xl	Excel Spreadsheet
.xla	Microsoft Excel VBA add-in file
.xlam	Microsoft Excel 2007 Excel Add-in Macro File / Microsoft Excel add-in file
.xlb	Microsoft Excel toolbar file
.xll	Microsoft Excel add-in file
.xlm	Microsoft Excel Macro file
.xls	Microsoft Excel file
.xlsx	Microsoft Excel 2007/2008 / Microsoft Excel 2007/2008
.xlsb	Microsoft Excel 2007/2008 Binary / Microsoft Excel 2007/2008 Binary
.xltm	Microsoft Excel 2007/2008 Macro Enabled Template / Excel macro enabled template file
.xltx	Microsoft Excel 2007/2008 Template / Microsoft Excel 95 Spreadsheet
.crtx	Office 2007 Chart Template File
.slk	Symbolic link format file
.cub	Analysis Services Cube File

Extension	Description
.dbc	file used for database connection
.dns	Duke Nukem Forever Save File
.dqy	Excel Query File
.iqy	Internet Query
.odc	OpenDocument Chart
.col	Grand Theft Auto Collision File
.bak	Generic backup file
.oqy	Excel OLAP Query File
.rqy	MS Excel OLE DB Query File
.udl	Data link file
.uxdc	Microsoft Office XML Data Source
.xlk	Microsoft 2007 Excel Spreadsheet
.prn	Print file
.123	IBM Lotus Notes file
.db3	SQLite Database File
.fol	First Choice DB
.pl	Perl Scripts
.sdc	Stardock Central Download Archive
.ss	SilverStripe Source Code File
.ssf	Trimble Standard Storage Format File
.sym	always accompanies a dll
.wg2	
.wq2	Quattro Pro 5.0 / Quattro Pro 5.0
.tsv	Tab Separated Values File

Vcard

Extension	Description
.vcf	vCard / vCard Contact

Word Processors

Extension	Description
.wp5	WordPerfect Document
.dx	DEC WPS Plus File
.wpl	Windows Media Player Playlist
.dca	DisplayWrite Document
.wpf	WordPerfect Form
.fwk	Colton Fireworkz Document File
.hwp	Haansoft Hangul Word Processing File
.iwa	IBM Writing Assistant / Apple iWork Archive File
.jaw	Ichitaro Word Processing File
.jbw	Ichitaro Word Processing File
.jw	Q&A Write / Jigsaw Terminal File
.leg	Legacy Graphic Format File
.manu	LOTUS Manuscript Document File
.lwp	Lotus WordPro Document
.mcw	MacWrite II / Monitor Calibration Wizard File
.mw	Maple Worksheet
.mwii	MacWrite II Text Document File
.m11	Mass 11 / Text File
.wri	Windows Write Document
.dox	Visual Basic Binary UserDocument
.nb	Nota Bene document file
.ow4	Uncommon Files
.ltr	Letter File
.pfb	Type 1 Font
.pw	Text File
.pwp	PhotoWorks Image File
.qa	GPS Quality Assessment Data File
.qw	Write Program File
.dtf	Domino Temporary File
.sam	Ami Pro Document
.sm	StepMania Song File
.spr	Sprint / Brother spreadsheet / Half-life sprite file
.sxw	StarWriter XML Document
.tw	Database File - Radio Programming
.vw	Volkswriter Text File
.iwp	Interactive web physics file / Wang WP file / Generated web page
.wmc	Data File
.ws1	Wordstar for Windows / WordStar 2000 Document
.ws2	WordStar 2000 Document
.ws3	WordStar 2000 Document
.ws	Windows Script File
.wst	WinSSHD Settings
.wsd	MicroPro WordStar Document
.xyp	XYWrite Plus Document
.inf	used for applying updates to windows registry
.one	Microsoft OneNote File / Microsoft OneNote File
.doc	Microsoft Word document file
.docx	Password Protected Microsoft Word 2010-2016 / Microsoft 2007 Word Document
.docm	Microsoft Word 2007/2008 Macro Enabled Document / Microsoft 2007 Word Document
.dotm	Microsoft Word 2007/2008 Macro Enabled Template / Microsoft 2007 Word Document

.dotx	Microsoft Word 2007/2008 Template / Microsoft 2007 Word Document
.dot	Microsoft Word template file
.af0	Mass 11
.bug	Wordstar 7.0
.chp	Legacy
.clx	spell-checking dictionary file in compressed lexicon format
.dx2	DEC DX 3.0 and below
.fnt	Windows Font File
.jtt	Ichitaro 8.x-13.x/2004-2014
.mwk	Mac Works 2.0 WP
.org	Lotus Organizer File
.pfs	PhotoFiltre Studio Saved Selection File
.prz	Freelance Graphics Presentation File
.sdd	StarOffice Presentation
.spt	ESPL Programming File
.vw4	Volkswriter
.wp	WordPerfect Document
.wpw	WP Works Word Processor File
.ws5	Wordstar 5.0
.ws6	Wordstar 6.0

EXHIBIT A – Pricing Page
eDiscovery SaaS - OT20103

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1.1,1	**Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Contract Item #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 2: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Optional Renewal Year 2: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Optional Renewal Year 2:Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Optional Renewal Year 2: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Optional Renewal Year 2: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Optional Renewal Year 2: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Optional Renewal Year 2: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Optional Renewal Year 2: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 3: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Optional Renewal Year 3: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Optional Renewal Year 3:Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Optional Renewal Year 3: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Optional Renewal Year 3: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Optional Renewal Year 3: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Optional Renewal Year 3: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 4: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Optional Renewal Year 4: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Optional Renewal Year 4:Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Optional Renewal Year 4: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Optional Renewal Year 4: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Optional Renewal Year 4: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Optional Renewal Year 4: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
	Total Cost		$		123,600.00

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

Vendor Signature: _____ Date: _____

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1.1,1	**Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Contract Item #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 2: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Optional Renewal Year 2: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00
4.1.7	**Optional Renewal Year 2:Contract Item #3:** Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$ -
4.1.7.4	**Optional Renewal Year 2: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$ -
4.1.7.5	**Optional Renewal Year 2: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$ -
4.1.7.8	**Optional Renewal Year 2: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$ 15,000.00
4.1.7.9	**Optional Renewal Year 2: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$ 15,000.00
4.1.7.6	**Optional Renewal Year 2: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$ -
4.1.1,1	**Optional Renewal Year 3: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$ -
4.1.1, 4.1.9	**Optional Renewal Year 3: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$ 900.00

4.1.7	**Optional Renewal Year 3:Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$	-
4.1.7.4	**Optional Renewal Year 3: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$	-
4.1.7.8	**Optional Renewal Year 3: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$	15,000.00
4.1.7.9	**Optional Renewal Year 3: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$	15,000.00
4.1.7.6	**Optional Renewal Year 3: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
4.1.1,1	**Optional Renewal Year 4: Contract Item #1:** Unlimited Concurrent user license for e-discovery SaaS	LS	1.00	0.00	$	-
4.1.1, 4.1.9	**Optional Renewal Year 4: Contract Item #2:** One (1) Gigabyte Data e-Discovery SaaS usage Monthly Charge(data must rounded to the nearest whole gigabyte for billing/ auditing purposes see section 4.1.9)	EA	100.00	9.00	$	900.00
4.1.7	**Optional Renewal Year 4:Contract Item #3**: Live individualized Agency virtual training session for up to 25 users per session (See specifications section 4.1.7 for further details)	EA	1.00	0.00	$	-
4.1.7.4	**Optional Renewal Year 4: #4:** e-Discovery SaaS access to an online knowledge base or help center.	LS	1.00	0.00	$	-
4.1.7.5	**Optional Renewal Year 3: Contract Item #5:** Initial Setup and configuration of eDiscovery SaaS	LS	1.00	0.00	$	-
4.1.7.8	**Optional Renewal Year 4: Contract Item #6:** e-Discovery SaaS Project Management	HR	100.00	150.00	$	15,000.00
4.1.7.9	**Optional Renewal Year 4: Contract Item #7:** e-Discovery SaaS Technical Support	HR	100.00	150.00	$	15,000.00
4.1.7.6	**Optional Renewal Year 4: Contract Item #8:** Maintenance and Support Year 1	LS	1.00	0.00	$	-
			Total Cost		$	123,600.00

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

Amy Hilbert   05/15/2020

Vendor Signature: **Date:**