



SUPREME COURT OF APPEALS OF WEST VIRGINIA

REQUEST FOR PROPOSAL

**APPELLATE COURTS
CASE MANAGEMENT SOLUTION**

Submit Proposal Responses by Email to:

RFP@courtswv.gov

Proposal Submission Due Date:

The Wednesday, September 21, 2022

submission due date has been extended to

Midnight EST, Friday, October 21, 2022

All timeframes revised due to this extension

are underlined in red font.

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1. PURPOSE AND SCOPE.

The Supreme Court of Appeals of West Virginia (“the SCAWV”) is soliciting bids to acquire an electronic court case management solution, comprised of case management (“CMS”) and document management (“DMS”), (the “System”) for the Appellate Courts of West Virginia, namely the Intermediate Court of Appeals signed into law in 2021, and the Supreme Court of Appeals of West Virginia. While the initial focus of the project will be on the appellate courts, there is a possibility of future expansion to other levels of the West Virginia Judiciary. The System must be capable of integrating through a real-time Application Program Interface (API) with our current E-File vendor, File & ServeXpress.

2. BACKGROUND.

The SCAWV administers a unified court system throughout the State of West Virginia, including the Supreme Court of Appeals (“SCA”), the new Intermediate Court of Appeals (“ICA”), circuit courts (including the Mass Litigation Panel, the Business Court Division, and treatment courts), family courts, and magistrate courts.

Consisting of five justices, the SCA is the State’s highest appellate court and is the court of last resort. The five Supreme Court justices hear appeals of decisions from all matters decided in the intermediate court of appeals, circuit courts, including criminal convictions, final child abuse and neglect orders, and other civil matters. The SCA also has original jurisdiction. The SCA received 1,029 filings in 2020, and 1,163 filings in 2019. The ICA hears civil appeals from the circuit courts and state agencies, along with workers’ compensation appeals and family court appeals.

3. DEFINITIONS.

The terms listed below shall have the meanings assigned to them.

- 3.1. **“Contract Services”** means all services required to deliver an entire functional solution, including, but not limited to services related to procurement, design, configuration, installation, hosting (if applicable), testing, implementation, training, and support for this System.
- 3.2. **“Licenses”** means the SCAWV licenses to utilize the System software.
- 3.3. **“Parties”** means the SCAWV and the Vendor.
- 3.4. **“Pricing Sheet”** means the pages attached hereto as Exhibit 4 upon which Vendor should list its proposed price for the Contract Services.
- 3.5. **“Solicitation”** means the official notice of an opportunity to supply the SCAWV with goods or services published by the SCAWV.
- 3.6. **“Software Maintenance and Support”** means the ongoing cost to support and maintain the System.
- 3.7. **“Total Cost of Ownership”** means the purchase price of an asset plus the costs of operation, representing the complete cost through its entire lifecycle.
- 3.8. **“Vendor Response”** means the complete response required from the Vendor as defined in Section 6.5 that will be used to determine Vendor’s conformance with the guidelines

and submittal requirements for this Request for Proposal (“RFP”), including the completion of required forms and templates.

4. VENDOR QUALIFICATIONS.

4.1. Vendor Documentation. Vendor shall demonstrate the potential to deliver the requested System by providing documentation indicating they have provided similar systems to other entities. Documentation should name the entities to whom systems were provided along with a brief description of the system provided, and contact information for each.

4.2. Client References. Elicited from Vendor Response, SCAWV will conduct reference calls to other organizations similar in size and composition to the SCAWV. Topics discussed will include quality and timeliness of work performed by Vendor and comparability of such work to the requirements of this RFP. SCAWV may conduct site visits of customer sites recommended at its discretion.

5. MANDATORY REQUIREMENTS, RESPONSIBILITIES AND DELIVERABLES.

Failure to comply with the requirements and responsibilities or to provide the deliverables contained within this solicitation may result in Vendor’s Proposal being disqualified at SCAWV’s discretion.

5.1. Mandatory Contract Services Requirements.

5.1.1. Legal Compliance. Vendor must conform and comply with all applicable State and Federal laws.

5.1.2. Contractual Terms and Conditions. Vendor must read SCAWV’s terms, conditions, and requirements provided in this RFP. The successful Vendor(s) must enter into a contract that complies with or incorporates W. Va. Code § 5A-3-62 and the terms and conditions in the State of West Virginia’s Addendum to Vendor’s Standard Contractual Forms “WV-96”, attached hereto as Exhibit 11.

Additionally, the final contract will also include a copy of the Vendor’s proposal, including responses to the requirements matrices, and require that the successful Vendor’s products (software, hardware, hosted solutions, and services) are compliant with those responses. Proposals should include a statement indicating the Vendor’s willingness/ability to accept the terms outlined in this RFP “as is,” including proposed insurance requirements and acknowledgement that the Vendor’s proposal and responses will be included as part of the contract terms or detailing the reasons why they are not willing or able to do so.

5.1.3. State Vendor Registration. Vendor must register with the State of West Virginia, in accordance with WV Code §5A-3-12, to receive an agency purchase order. This requires the completion of Request for Taxpayer Identification Number and Certification “W-9”, attached hereto as Exhibit 12.

5.2. Vendor Deliverables.

5.2.1. System Features. Vendor must demonstrate the System has an open architecture with the following features:

- o easy access to information with an intuitive end-user reporting system,
- o a workflow engine that will allow business process configuration unique to the needs of the SCAWV,
- o ability to reduce redundant data entry, reduce paper flow, and streamline best practices,
- o ability for SCAWV to create API(s) for interface into other systems, and
- o robust document management and storage.

5.2.2. System Standards. The Vendor shall deliver a System that meets the following preferred standards, if self-hosted. Software as a Service (SaaS) should comply with appropriate security standards (how is access controlled, how is data protected, manual or automated data feeds etc.)

Technical Function:	Preferred Technology Platform:
Server Operating Systems	Windows Server 2019+
Client Operating Systems	Windows 10
Database Software	MSSQL
Web Server Software	IIS
Web Browser	Microsoft Edge (Chromium Based)
Mail Server Software	Office 365
Authentication and Authorization	Active Directory
Office Applications	Office 365

5.2.3. System Deliverables. Vender must deliver a configurable System that is Commercial-off-the-Shelf (COTS) requiring minimal customizations and has a proven successful implementation history. Deliverable may be on premises or Cloud based.

5.2.4. System Reporting Requirements. Vendor must provide a reporting tool that can report on all collected data elements for standard Federal and State required reports and provide configuration to add new data elements to the reports when compliance requirements change.

5.3. Vendor Responsibilities.

- 5.3.1. Scripted Demonstrations.** Vendor must be prepared to provide an on-site or virtual demonstration of the proposed System solution, based on scripted scenarios provided by SCAWV. This will allow SCAWV the opportunity to further evaluate the System to determine if requirements are satisfactorily met. It is expected that Vendor's proposed project manager will take part in the demonstration.
- 5.3.2. RFP Conformity.** Vendor must conform with all RFP guidelines and submittal requirements, including the completion of required forms and templates.

5.4. Administrative Requirements.

- 5.4.1. Annual Maintenance Agreement Fixed Fee.** SCAWV requires a fixed fee for the Annual Maintenance Agreement and the license portion of the Software and Services Contract. The services portion shall have a "not to-exceed" amount. The Vendor is expected to design, supply, install, configure, test, train on, commission, and host (if applicable) a system that fully complies with the specifications and requirements and the statement of work for the negotiated price. Self-hosted solutions must include software updates, support and continued operation and use of the system.
- 5.4.2. Invoicing.** Vendor should invoice SCAWV for services based on mutually agreed upon milestones.
- 5.4.3. Proposal.** Awarded Vendor shall issue a single itemized proposal for the implementation of the System before services are rendered. All proposals must be signed with the Vendor's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- 5.4.4. Milestone Payments.** SCAWV will retain 10% from each milestone-based service invoice and will release the retention 90 days after final acceptance of the software for each track of the project. The proposed System shall be defined to be finally accepted by SCAWV after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware, software performance, system functional competence, system capacity, full-load processing capacity, approval of documentation (as-built, training, and system). SCAWV and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.
- 5.4.5. Releases and Upgrades.** SCAWV shall be entitled to all future releases and upgrades, whether of a "minor" or "major" nature, of Vendor software for no additional cost beyond the Annual Support Agreement fees.
- 5.4.6. Sustainability.** The Vendor must agree that solutions prescribed in their proposal response will remain available and supported with security patching

and compatibility with the OEM-provided dependencies, i.e., operations systems and databases, for a minimum of ten (10) years from the time the contract is signed; and that any material changes to Vendor's company or products will not affect SCAWV's implementation or support.

5.4.7. Ownership of Data and Confidential Information. Vendor acknowledges the SCAWV owns all court record and customer data stored on the servers housing the System. In addition, information disclosed or obtained by one party in connection with and during the term of the final contract and designated as "Confidential" by the party claiming confidentiality at the time of disclosure remains confidential and shall not be disclosed. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of the contract, is publicly disclosed either prior or subsequent to the other party's receipt of such information or is rightfully received by the other party from a third party without obligation of confidence. The Vendor shall provide Customer's Confidential Information only to Vendor's employees that have a specific need for that information.

5.4.8. FOIA. Vendor acknowledges that the SCAWV is a state government entity subject to West Virginia's Freedom of Information Act. Vendor should consult West Virginia law for an understanding of whether or not certain portions of its proposal, supplemental submissions, or executed contract are subject to production upon request.

5.4.9. Non-Collusion Affidavit. The Vendor declares, by signing and submitting a proposal, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Vendor or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

6. SUBMISSION OF PROPOSAL.

All Proposals must be signed with Vendor's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

All documents must be submitted via e-mail. Late submittals will not be accepted.

Submit Proposals to SCAWV by **Midnight EST, Friday, October 21, 2022.**

6.1. Amendment Notification. SCAWV reserves the right to revise or amend the specifications or any other part of the RFP by way of written addendum. Verbal responses and/or representations shall not be binding on SCAWV. Copies of such addendums shall be furnished to all prospective Vendors.

6.2. Vendor Cost to Develop Proposal. All costs for preparing and submitting proposals, including travel, software demonstrations and labor in response to this RFP are to be the responsibility of the Vendor and will not be chargeable in any manner to SCAWV.

6.3. Vendor Investigation. Before submitting a Proposal, each Vendor shall perform all due diligence necessary to carry out the full performance of the contract and inquire with the SCAWV regarding any questions of concerns in that regard. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Vendor for additional compensation.

6.4. Submission Requirements.

- The response email should include the entire RFP response as defined in 6.5 Vendor Response contained herein and should be submitted in a Portable Document Format ("PDF").
- All forms and questionnaires (including the requirements matrices and cost) must be completed using the templates provided by SCAWV unless otherwise stated in each Exhibit.
- Information must be furnished in compliance with the terms, conditions, provisions, and specifications of this RFP. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis.
- SCAWV reserves the right to declare submission as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided.
- Proposals shall include budgetary estimates for all phases of the implementation process.

- In the Cover Page and Letter of Intent portion of the response (see Exhibit 1), Vendor will designate, by name, who will manage communications. The person named must be an authorized agent of the Vendor able to conduct contract negotiations or written offers in good faith.
- Vendor shall submit to SCAWV, for approval, within ten (10) business days from notice of contract award, all Certificates of Insurance evidencing coverage to include a minimum of, but not be limited to, one million (\$1,000,000.00) per occurrence for liability for acts or omissions of the Selected Vendor, its employees, and Subcontractors. Coverage must include, but not be limited to, Comprehensive General Liability, Professional Liability (covering errors and omissions), Umbrella Liability, Workers' Compensation Employer's Liability, and insurance covering claims regarding infringement of intellectual property and Cyber Liability. The Selected Vendor will also be required to name the SCAWV, before Contract execution, as an additional insured. The coverages required by this Section shall be maintained until the Selected Vendor's performance is completed.
- Vendor shall not commence work under the terms and conditions of the contract until all Certificates of Insurance have been approved by the SCAWV and Vendor has received an executed copy of the contract from SCAWV.

Vendor should submit proposal as an electronic document. An illegible submission could result in Vendor's bid being disqualified.

- Please submit/forward all questions and matters relating to this RFP to the contact listed on the cover page of this Proposal request. Vendors may submit questions until **12:00 p.m. on Friday, October 7, 2022**. All questions will be combined and any Vendor submitting a question will receive the combined responses. Any Vendor that does not submit a question, but that wants to receive the answers can request to be included on the combined responses by submitting a request via email by the **October 7th** deadline.

6.5. Vendor Response. Vendor must complete and return all required documentation provided in the form of Exhibits herein and listed below. Deviating from this format may result in disqualification from further consideration.

- Exhibit 1. Cover Page & Letter of Intent
- Exhibit 2. Executive Summary
- Exhibit 3. Vendor Qualifications, Financial Stability, & Litigation History
- Exhibit 4. Pricing Sheet
- Exhibit 5. Vendor References
- Exhibit 6: Project Staffing & Organization
- Exhibit 7: Implementation & Training Approach
- Exhibit 8: Systems & Technical Description

- Exhibit 9: Software Maintenance & Customer Support
- Exhibit 10: System & Vendor Requirements
- Exhibit 11: WV-96-Addendum to Vendor’s Standard Contractual Forms
- Exhibit 12: WV-9-Vendor Registration & Disclosure Statement

7. CONTRACT AWARD.

7.1. Contract Award. In determining and evaluating the best Proposal, the prices will not necessarily be controlling, but quality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general will also be considered with any other relevant factors. Additionally, the SCAWV reserves the right to negotiate certain requirements on a case-by-case basis, to reject proposals, to waive any informality in the process, to withhold awarding the contract at its discretion, or accept the proposal that appears to be in the best interest of the SCAWV.

7.2. Evaluating Factors.

The SCAWV intends to procure a functionally complete and cost-effective System. Vendor’s ability to meet the required specifications are determined by compiling and assessing the following evaluating factors. These factors will be used along with Total Cost of Ownership to determine award.

- **Conformance with Proposal Guidelines and Submittal Requirements.** Vendor must follow all proposal guidelines and submittal requirements, including the completion of required forms and templates.
- **Vendor’s Ability/Willingness to Access Terms and Conditions.** The vendor’s ability to accept the contract terms and conditions “as is,” as outlined in the State of West Virginia Addendum to Vendor's Standard Contractual Forms (“WV-96”) and/or W. Va. Code § 5A-3-62, acknowledge responsibility for ensuring that the proposed solution is in line with the Vendor’s Proposal and responses, and their willingness to incorporate their responses as part of the contract.
- **Demonstration of Scripted Scenarios.** Vendors will be asked to provide demonstrations of the proposed solution, based on scripted scenarios provided by SCAWV.
- **Compliance with functional and technical requirements.**
- **Configurability of System solution.**
- **Customer and technical services and support.**
- **Customer financial stability and references.** SCAWV will conduct reference calls to other organizations similar in size and composition to the SCAWV. Topics discussed will include the quality and timeliness of work performed by the Vendor and its proposed consultants for previous clients and the comparability of such work to the requirements of this request for proposal.
- **Implementation approach.**
- **Five-year total cost.**

- 7.3. **Final Selection.** The Contract is intended to provide the SCAWV with a purchase price for all Contract Services required to deliver an entire functional solution, including, but not limited to procurement, design, configuration, hosting (if applicable), installation, implementation, training, and support for this System.
- 7.4. **Solution Confirmation/Best Offer.** Upon selection, SCAWV may request the finalist to conduct a solution confirmation workshop intended to confirm all requirements and representations before completing best and final offer. This workshop may include additional demonstrations, confirmation of the Requirements worksheets, or any additional items that either party requires to be confirmed. Vendor will then complete a best offer that will form the basis for contract negotiation.
- 7.5. **Contract Negotiations.** Upon confirmation, contract negotiations will be initiated.
- 7.6. **Term.** SCAWV is anticipating an initial term of approximately (4) four years with two additional (3) three-year renewal terms, at the same initial rates, if mutually agreed upon in writing by both Parties.
- 7.7. **Change Orders.** Any changes to the original contract or subsequent renewal contracts shall be mutually agreed upon and processed as written Change Orders.
- 7.8. **Final Selection/Best Offer Approval.** The final negotiated contract, along with the best and final offer, will be submitted to the Justices of the SCA for review and approval. Final selection must be approved by a majority of the Justices of the SCA.
- 7.9. **Pricing Sheet.** Vendor should complete the Pricing Sheet in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified at SCAWV’s discretion.
- 7.10. **Rates.** The rates bid for the Contract Services shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.
- 7.11. **Estimated Procurement Schedule.**

PROPOSAL Schedule	Date
PROPOSAL Issue Date	August 18, 2022
Final Date for Vendors to Request Clarifications to PROPOSAL	<u>October 7, 2022</u> <u>12:00 pm</u>
Proposals due from Participating Vendors	<u>October 21, 2022</u>
Solution Demonstrations by Chosen Vendors	<u>November 2022</u>
Anticipated Finalist Selection	<u>November/December 2022</u>
Anticipated Project Start Date	<u>February 2023</u>

8. PERFORMANCE.

The Parties shall agree upon a schedule for performance of the Contract Services and Contract Service Deliverables, unless such a schedule is already included herein by the SCAWV.

9. PAYMENT.

The Court shall pay all rates as shown on the Pricing Page for all Contract Services rendered and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

10. 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 rates Vendor submits as part of Exhibit 4: Pricing Sheet. Such costs will not be paid or reimbursed by the Court separately.

11. AFFIRMATIVE ACTION – EQUAL OPPORTUNITY.

SCAWV is an Affirmative Action – Equal Opportunity employer. Respondents to the PROPOSAL agree and warrant that in the performance of the work on this project, the Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, or physical disability. The respondents may be asked to provide their employment practices and procedures.

12. VENDOR DEFAULT.

In case of default by the Vendor, SCAWV may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or purchase order and the actual cost thereof to SCAWV.

12.1. The following shall be considered a Vendor default under this Contract.

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

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

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

12.1.4. Failure to remedy deficient performance upon request.

12.2. The following remedies shall be available to the SCAWV upon default.

12.2.1. Immediate cancellation of the Contract.

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

12.2.3. Any other remedies available in law or equity.

13. MISCELLANEOUS.

13.1. 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:	
Telephone Number:	
Fax Number:	
Email Address:	

EXHIBIT 1: COVER PAGE & LETTER OF INTENT

Vendor Name: _____

DBA: _____

Submittal Date: _____

As the authorized agent of the Vendor able to conduct contract negotiations or written offers in good faith, I confirm the following:

- Vendor conforms with all RFP guidelines and submittal requirements, including the completion of required forms and templates.
- Vendor has reviewed all provisions contained within this RFP.
- Vendor intends to adhere to all provisions contained within this RFP without modification and accepts all legal requirements to enter into a contract with the State of West Virginia and the Supreme Court of Appeals of West Virginia.
- Vendor intends to adhere to all provisions and legal requirements contained within this RFP with the following exceptions (attach additional documentation, if necessary):

_____.

- Vendor acknowledges the Proposal is considered firm for one-hundred twenty (120) days after the due date for the submittal or receipt of last, best and final offer submitted.

Explicitly indicate whether your currently released product meets the requirement by checking the appropriate box.

- Yes – the current release of the proposed product meets every aspect of the requirements exactly as written. Additional comments elaborating on how you meet these requirements are encouraged, though not required.
- Partial – the current release of the proposed product partially meets the requirements. Provide comments on a supplemental page regarding what aspects of the requirements you do not meet.
- No – the current release of the proposed product does not meet the requirements. If you do not currently meet the requirements but will in a future release or feel that you meet the requirements in an alternative way, mark no and provide comments on a supplemental page. SCAWV, in its sole discretion, will determine whether any alternative version is acceptable.

By signature below, I verify the responses above are true, to the best of my knowledge. Failure to provide information may result in Vendor’s bid being disqualified at SCAWV’s discretion.

Vendor’s Authorized Agent

Date

EXHIBIT 2: EXECUTIVE SUMMARY

On a supplemental attachment not to exceed five pages labeled Exhibit 2 – Executive Summary, provide the following:

- a brief executive overview of the proposal,
- the benefits you bring to the project,
- any partnering and subcontracting arrangements you plan to use for this contract.

EXHIBIT 3: VENDOR QUALIFICATIONS, FINANCIAL STABILITY, AND LITIGATION HISTORY

On a supplemental attachment, labeled Exhibit 3 – Vendor Qualifications, Financial Stability, and Litigation History, provide the following:

- a brief profile of the company,
- company’s strategic direction in software design and support,
- company’s present and future strategy (general) regarding court clients and related to the company’s products and service specific to those clients,
- general description of the company’s financial condition,
- information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company,
- company’s experience in performing work of a similar nature to that solicited in this RFP,
- highlight participation in similar work by the key personnel proposed for assignment to this project.

EXHIBIT 4: PRICING SHEET

Pricing is an important aspect of the overall evaluation of the Vendor’s response. Vendors are instructed to use the Pricing Worksheet below. Failure to use the provided worksheet may characterize the response as non-responsive and preclude the Vendor from further consideration in this procurement. Please provide the level of detail as defined in the pricing worksheet. Clarification may be sought for incomplete responses. If clarifications are not received by the specified due date, they will be considered non-responsive and precluded from evaluation.

System Pricing Proposal

CORE PACKAGE. Include the Core Module and any other Modules required to meet the requirements as found in the Specification. Provide supplemental pages, if necessary.

(1) Module	(2) License Price	*(3) License Metrics	(4) Implementation	(5) Training	(6) Extension
1.					
2.					
3.					
4.					
5.					
6.					
A. CORE PACKAGE SUBTOTAL (sum of 1 through 6)				\$	

• Each Proposer should indicate the license metrics of its pricing by using the following designators:
 "C" = Computer "N" = Named User, Single Server "U" = Concurrent User
 "E" =Enterprise "O" = Other

INITIAL YEAR SUPPORT AND MAINTENANCE: (This obligation shall commence on the date the System is completely operational, tested, and accepted by the SCAWV and shall continue in effect for the 12-month period thereafter)	
B. INITIAL YEAR SUPPORT AND MAINTENANCE:	\$ _____
C. INITIAL YEAR HOSTING (if applicable):	\$ _____
TOTAL PROPOSED PRICE (SUM OF A & B)	\$ _____

EXTENDED SUPPORT AND MAINTENANCE PRICING. (Extended support and maintenance will follow the initial year of support and maintenance and each year of extended support and maintenance shall be at the option of the SCAWV.)

Year 2 Extended Support and Maintenance	\$ _____
Year 2 Extended Hosting (if applicable)	\$ _____
Year 3 Extended Support and Maintenance	\$ _____
Year 3 Extended Hosting (if applicable)	\$ _____
Year 4 Extended Support and Maintenance	\$ _____
Year 4 Extended Hosting (if applicable)	\$ _____
Year 5 Extended Support and Maintenance	\$ _____
Year 5 Extended Hosting (if applicable)	\$ _____
Year 6 Extended Support and Maintenance	\$ _____
Year 6 Extended Hosting (if applicable)	\$ _____

DETAILED HARDWARE SPECIFICATION AND PRICING. On a supplemental page, labeled Exhibit 4 – Pricing Sheet, include the following:

- a description of the minimum, recommended, and optional hardware required to run the system and its client software, and
- a description and pricing for hardware items for which the Vendor is the sole proprietor.

Include Not Applicable for either of these if they do not apply.

EXHIBIT 5: VENDOR REFERENCES

List three of your customers below that we can contact for references related to the solution proposed, including contact names, addresses, phone numbers, date of production launch, and a brief project description. These customers should be able to speak in depth about their experience with your product functionality, API, customer support, and implementation methodology.

Organization Name	
Address	
Contact Person, Title	
Phone No.	
Email	
Go Live Date	
Brief Project Description	

Organization Name	
Address	
Contact Person, Title	
Phone No.	
Email	
Go Live Date	
Brief Project Description	

Organization Name	
Address	
Contact Person, Title	
Phone No.	
Email	
Go Live Date	
Brief Project Description	

EXHIBIT 6: PROJECT STAFFING AND ORGANIZATION

This section shall identify key personnel who will be assigned to the project, assuming a start date of January 2023. An organization chart for the project shall be provided as a separate attachment, labeled Exhibit 6 – Project Staffing and Organization Chart. The chart shall indicate how the Vendor intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers, and all other key personnel. The parties specifically acknowledge and agree that no Vendor personnel shall be considered an employee of the SCAWV, and remain entirely under the direction, supervision, and control of Vendor.

The Project Manager designated by the Vendor shall have the overall responsibility to SCAWV. The Project Manager shall have the responsibility for the day-to-day communications with SCAWV, to coordinate the activities of the installation and implementation team, and to accomplish the scope of work within the contract budget and project schedule.

EXHIBIT 7: IMPLEMENTATION & TRAINING APPROACH

In this part, the Vendor is requested to provide details of its methodology and implementation strategy plan (“Plan”). The Plan shall provide a narrative description of the implementation work tasks, as well as any substantive or procedural innovations used by the Vendor on similar projects that are applicable to the services described in this RFP. Note, the Vendor’s experience with similar organizations and “Industry Best Practices” should be reflected in the Plan. Additionally, the SCAWV may require Vendor to perform Project Management activities on a web-based Project Management tool or portal of SCAWV’s choosing to enhance review and collaboration.

The Plan shall address the following:

1. Detailed Implementation Schedule, assuming a project start date of January 2023
2. Project Management Services
3. Planning
4. Implementation
5. System Integration Plan
6. Data Migration Plan
7. Data / System Interface Plan
8. Test Plan
9. Training Plan
10. Documentation
11. System Deployment
12. Pre and Post Go-Live Support

The Plan must be prepared with suggested major tasks and payment milestones that include SCAWV acceptance review. These payment milestones should clearly identify quantifiable, measurable sub-tasks to allow determination of milestone completion status during all phases of the project. The Plan should indicate critical path tasks and dependencies between tasks.

The Plan should address the resources expected from SCAWV in order to successfully carry out all the implementation activities. The Plan should be of sufficient detail to provide SCAWV the necessary task, resource, and sequence information to allow for logistics and staff allocation planning. The Vendor’s Plan must state any facilities, data, and other requirements that SCAWV will be expected to provide, as well as any specialized system personnel that would be required at SCAWV to maintain and operate the proposed system.

The Vendor's Plan should specify the recommended time period for each phase of the project. The Vendor should cite instances of actual implementation timeframes (where the proposed strategy was applied) on previous similar engagements.

The Plan must include the proposed responsibilities of the Project Manager. The Plan must describe the Vendor's program control methods for demonstrating Vendor's performance, adherence to and control of the project schedule and budget.

The Plan must describe the Vendor's commitment of resources for Technical and Functional-Area Team Members. This Team consists of the experts in the various modules of the proposed software for SCAWV. The Plan must display the amount and timing of the proposed effort within the project milestones.

The Plan must describe the Vendor's options and a recommendation for technical integration with SCAWV's eFiling application and how the Vendor will work with File & ServeXpress to accomplish the integration.

The Plan must include the time and resource commitment for testing and accepting the system components, configuration, and eFiling integration within SCAWV's simulated production environment.

The Plan must include the Vendor's recommended training curriculum for end users of the selected software and for SCAWV staff responsible for ongoing system maintenance and support. The curriculum must include detailed listings of training programs for technical staff, configuration staff/core users, senior management, and information/end users. Additionally, the Plan must state the method of training (instructor-led hands-on classroom training, train-the-trainer, offsite public classroom training, web-based training, etc.), the number of training hours to be provided, and the size of the recommended number of participants in each training program and the infrastructure and systems required.

The Plan must include the Vendor's recommended deployment strategy for converting from the testing environment to the "live mode" of operation. This effort must describe the final steps of the process and the number of resources required to successfully complete this task. The procedure must include Vendor's site preparation, rollout, migration, turnover to production, and organizational transition strategies.

The Plan must include a description of the Vendor's post-implementation technical support programs. This must include the types of programs available, the hours and days of operation, and information on response time for both urgent and non-urgent assistance requests. Full details of the service level agreements offered should be provided, including penalties for non-compliance.

Although SCAWV is requesting a Plan as part of the RFP response, it recognizes that the Vendors may need to refine the Plan during implementation. Thus, the SCAWV expects the selected Vendor to develop a detailed Plan as part to their Scope of Work and to be submitted no later than 30 days after execution of the contract.

SCAWV understands that each Vendor will have their own implementation methodology derived from their industry experience and software requirements. However, to allow for objective determination by SCAWV staff as to the quality and feasibility of each respondent's Plan, the Plan will need to be sufficiently detailed.

The Plan should be submitted in Gantt chart format. At a minimum, the Schedule must show phases, tasks, sub-tasks, and staff utilization. SCAWV may request task expansion or contraction, additional task details, and/or scheduling modifications within the Plan prior to award of the contract.

EXHIBIT 8: SYSTEM & TECHNICAL DESCRIPTION

Vendors should provide the following in an attachment labeled Exhibit 8, System & Technical Description:

SERVER CONFIGURATIONS (Self Hosted)

- Provide the number of servers, processor configurations and speeds that will support the proposed solution. Include number of processors, memory, and storage requirements for each server.
- Provide the communication requirements for servers.
- Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional software required to support the proposed solution.
- Please state if the needed servers may be virtual servers or cloud based; if so, please state what platforms are supported.

SERVER CONFIGURATIONS (SaaS)

- Provide details of the hosting environment(s) used to provide the services being Proposed.
- Provide details on the security standards services comply with, FedRamp, SCA-STAR, etc.
- Provide details on the network access required between the SCAWV and the services being provided.
- Provide details on how SCAWV data is segregated from other tenants for multi-tenant solutions.
- Provide details on who has access to SCAWV data and under what conditions access is granted.

WORKSTATION CONFIGURATIONS

- Provide the workstation configurations that will support the proposed solution. Include processor speeds, memory, and storage configuration.
- Provide the communication requirements for PCs.
- Identify the required operating system, version and service packs or patches required to support the proposed solution. Identify any additional software required to support the proposed solution.

OVERVIEW OF SYSTEM DESCRIPTION

- Identify the supplied software modules, system architecture, and development tools.
- Identify the recommended hardware for all environments, including test, training, and production.
- Describe recommended redundancy and fault tolerance guidelines.
- Identify any additional recommended operating environments: test, training, and production.
- Describe the application security environment.
- Describe your future direction and plans for the software.
- Describe all pre-existing interface points.
- Describe the required skills and resources needed by SCAWV to technically support and maintain the system.
- Describe your upgrade policies, frequencies, and costs.
- Describe software licensing (server, user, processor based, etc.)
- Describe maintenance and support.

DETAILED TECHNICAL DESCRIPTION

This section should contain all pertinent information about the proposed hardware and operating system, utilities, and tools used in the development of the software, the database management system, the user interface, and the architecture of the system. At a minimum, the Vendor shall discuss the following:

- **Scalability:** Analyze current and projected future system capacity.
- **Application configuration and support components:** Provide application development tool kit, load testing, automated scheduling, utilities to monitor resource utilization, web development tool kit, report generation scripts, audit and system logging, migration/change control tools, etc.
- **Database architecture:** Include utilities for database performance monitoring and tuning that comply with industry standards
- **Database performance and optimization:** Provide load balancing and/or clustering ability for extended scalability and performance
- **Database integrity:** Include history tracking within the database, logging options, record locking, etc.

- **Server architecture:** Provide the recommended system requirements, to include the minimum system requirements for each environment needed by SCAWV to achieve the requirements detailed in this RFP.
- **Configuration tool kit:** Include Database Configuration Tools, Business Process Management Tools, User Interface Management Tools, etc.
- **System Diagrams:** Include any applicable system diagrams to explain requirements and options more clearly.
- **End user experience:** Include expected response time benchmark test results based on recommended configuration.
- **Security:** Describe the technical controls that are in place to ensure confidentiality, integrity, and availability.

SECURITY POLICIES AND PRACTICES

This section should include Security Policies and Practices actively employed to safeguard the products & services being proposed, as well as data and customers.

EXHIBIT 9: SOFTWARE MAINTENANCE & CUSTOMER SUPPORT

At a minimum, the Proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities in Exhibit 4 – Pricing Sheet. This proposed support must include software maintenance, product help desk, product fixes, product enhancements and regular product releases based on a defined on-going maintenance fee.

On a supplemental attachment labeled Exhibit 9 – Software Maintenance & Customer Support, Vendor should provide the following:

- upgrade policies and upgrade history of the proposed solution,
- remote support tools used to diagnose and correct problems real-time,
- process for SCAWV to request future product enhancements,
- details regarding software maintenance and update methodology, including how software updates are distributed, frequency of updates and recommended approaches for SCAWV to test and install software updates prior to rolling them into production,
- skill sets required to implement incremental and major updates to SCAWV's production environment,
- methodology used to ensure custom configuration and customer-specific changes are not lost during implementation of upgrades and patches,
- Quality Assurance measures in place to ensure code is thoroughly tested prior to being released to customer,
- any existing forums where users can report and address software issues,
- level of involvement customers have in product direction, including technology used, enhancements, and new features, including the process used to provide input, feedback, and software roadmap reviews,
- any existing national and/or regional user groups for users to meet and discuss the different ways in which the software can be implemented,
- outline of technical support and help desk infrastructure, staffing levels, organizational structure and abilities; to include hours of operation, issue management, tracking tools, service level agreements, and a general description of how SCAWV would interact with technical support and help desk staff.

EXHIBIT 10: SYSTEM & VENDOR REQUIREMENTS

This section lists the requirements for **Court Case Management and Document Management** system(s) with a successful Vendor.

Beginning on the next page, explicitly indicate whether your currently released product meets the requirement by placing an “X” in the appropriate column.

- **Yes:** Mark “yes” if the current release of your product meets every aspect of the requirement exactly as written. Comments elaborating on how you meet these items are encouraged, though not required.
- **Partial:** If you partially meet the requirement, mark “partial.” Provide comments in the related comments area regarding what aspects of the requirement you do or do not meet.
- **No:** If you do not meet the requirement, please mark “no.” If you do not currently meet the requirement but will in a future release or feel that you meet the requirement in an alternative way, please mark “no” and provide comments regarding that item. SCAWV, in its sole discretion, will determine whether any alternative version is acceptable.

VENDOR RELIABILITY AND COMMITMENT TO IMPLEMENTATION SUCCESS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
VR	Vendor Reliability & Commitment to Implementation Success			
VR-1	Payment: Can the Vendor delay payment until SCAWV has accepted the system for go-live?			
	<i>Response:</i>			
VR-2	Training: Can the Vendor provide a fixed cost for administrative and configuration training prior to go-live?			
	<i>Response:</i>			
VR-3	Training: Can the Vendor provide sufficient detailed training to allow SCAWV project team to participate in the configuration process (e.g.: instruction on configuring screens, creating and managing document templates, configuring searches, creating custom reports, automating workflow processes, building business rules, configuring accounting, and administering other aspects of the solution)?			
	<i>Response:</i>			
VR-4	PMP certification: Can the Vendor include at least one PMP-certified individual on proposed project team?			
	<i>Response:</i>			
VR-5	Ongoing training: After go-live, can the Vendor provide regular training opportunities through webinars, user conferences, annual onsite training, newsletters, etc.?			
	<i>Response:</i>			

TOTAL COST OF OWNERSHIP

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TCO	Total Cost of Ownership for Solution			
TCO-1	Browser-based: Can the System natively operate on our choice of modern browser (e.g.: EDGE, Firefox, Chrome, and Safari)?			
	<i>Response:</i>			
TCO-2	Server OS: Can the Case Management System run in an SQL environment?			
	<i>Response:</i>			
TCO-3	Configurable: Is the System a commercial off-the-shelf court case management system framework that allows SCAWV to meet our current case management needs and adapt to future changes (e.g.: the ability to flexibly configure a wide variety of screens, workflow, searches, time standards, time slots, and courtroom processes)?			
	<i>Response:</i>			
TCO-4	User-specific dashboards: Can the System allow users to manage their own dashboards, without Vendor assistance or incurring additional costs?			
	<i>Response:</i>			
TCO-5	Create screens: Can the System allow SCAWV administrative users to create screens, define required fields, define its own validation warning and error messages, and configure screen attributes without incurring additional costs?			
	<i>Response:</i>			
TCO-6	Update statutes: Can the System allow SCAWV administrative users to update all statutes, fees, etc. when new legislation or policy is received without incurring additional costs?			
	<i>Response:</i>			
TCO-7	Build integrations: Can the System allow SCAWV to create an unlimited number of integrations to other applications or partner agencies through use of an API?			
	<i>Response:</i>			
TCO-8	Create new reports: Can the System allow SCAWV to build new reports or alter existing ones without Vendor assistance?			
	<i>Response:</i>			

TOTAL COST OF OWNERSHIP (continued)

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
TCO	Total Cost of Ownership for Solution			
TCO-9	Create business rules: Can the System allow SCAWV administrative users to change or create new business rules without Vendor assistance?			
	<i>Response:</i>			
TCO-10	Upgrades included: Will software upgrades (including major and minor versions), service releases (patches), and updated system documentation be provided without incurring additional costs?			
	<i>Response:</i>			
TCO-11	Metadata: Can the System provide the ability to add fields to existing tables; to add new tables to the system; to configure new fields on screens; and to rename fields on screens without incurring additional costs? And will these changes be supported by subsequent version updates?			
	<i>Response:</i>			
TCO-12	Data dictionary and database table relationship information: Will this documentation be available to SCAWV for use in creating custom views?			
	<i>Response:</i>			

CASE TRACKING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CT	Case Tracking			
CT-1	Track event and case information: Can the System track all relevant event information; Time standards etc. <i>Response:</i>			
CT-2	Track court information: Can the System track court-defined attorney and court information, including, but not limited to court location, docket number, judge name, court notes, all attorneys and law firms involved, and attorney date assignment? <i>Response:</i>			
CT-3	Assign and reassign cases: Can the System allow SCAWV to assign and reassign cases to individuals and teams/divisions both manually and automatically, individually and in bulk? <i>Response:</i>			
CT-4	Join related cases: Can the System allow users to join (with a soft record, not consolidate) an unlimited number of related cases, and indicate the reason why the cases are joined (scheduling, multi-defendant, financials, or any other codified value)? <i>Response:</i>			
CT-5	View all case persons: Can the System allow users to view all persons involved in a case on one screen, including the defendant, representative(s) and can users select a hyperlink directly from the list to the referenced case or name record? <i>Response:</i>			
CT-6	Multiple case identifiers: Can the system categorize a case with multiple identifiers for reporting purposes (e.g., Worker’s Compensation, Domestic Appeals)? <i>Response:</i>			
CT-7	Define numbering rules: Can the System define rules for case numbers and include letters, numbers, and other symbols as part of the convention (e.g., JAN-010, TR-113-2004, etc.)? <i>Response:</i>			
CT-8	Reopen cases: Can the System retain a complete record for all case status history and reopen previously closed cases retaining previous case closure and current reopening information? <i>Response:</i>			

CASE TRACKING (continued)

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CT	Case Tracking			
CT-9	Correspondence: Can the System track correspondence by individual involvement to a particular case?			
	<i>Response:</i>			
CT-10	Data formatting: Can the System apply data entry formatting in applicable number fields (e.g., Phone number (xxx) xxx-xxxx, ext. xx, zip code xxxxx)?			
	<i>Response:</i>			
CT-11	Differential Case Management: Can the System fully support differential case management, where different case types have different timelines and time standards that, as they expire or are completed, prompt different results?			
	<i>Response:</i>			
CT-12	Copy case: Can the System easily copy entire case information or selected information including charges, persons, documents, and events?			
	<i>Response:</i>			
CT-13	Notes: Can the System provide a notes utility allowing users to capture free text notes to share or make private, and can users respond to notes within the utility?			
	<i>Response:</i>			
CT-14	Notes Library: Can the System provide a notes library that allows users to organize their own notes, including one-click capabilities allowing users to copy and paste into a case note?			
	<i>Response:</i>			
CT-15	Checklists: Can the System provide a checklist feature that will automatically add predefined checklists to a case; and allow different checklists to be added to a case depending upon the case type, case category, or other case data?			
	<i>Response:</i>			

NAME TRACKING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
NT	Name Tracking			
NT-1	<p>Single name entry: Can the System accommodate single name/party record entry in a fully relational table (i.e., a name/party is entered only once and can then be linked with case information anywhere else in the application) and allow users to search for and update a name's unique identifier for the purpose of maintaining a common listing for a single person?</p> <p><i>Response:</i></p>			
NT-2	<p>Contact information: Can the System track an unlimited number of addresses, phone numbers, and e-mails for any name and track revision dates as well as effective from and to dates? Can the System also display former contact information using formatting such as italics, gray font, etc.?</p> <p><i>Response:</i></p>			
NT-3	<p>View all other cases for a person: Can the System allow users to view all cases linked to a name, and from this view allow users to navigate with one click directly to a specific case? Note: A name inquiry identifies, at a minimum:</p> <ul style="list-style-type: none"> • All aliases and cases, • Case status, • The person's relationship to each case <p><i>Response:</i></p>			
NT-4	<p>Auto-populate city and state: Can the System auto-populate city and state when user enters the zip code?</p> <p><i>Response:</i></p>			

CONFIGURABILITY TO MEET COURT’S SPECIFIC NEEDS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CM	Configurability to Meet SCAWV Specific Needs			
CM-1	<p>Unlimited case types: Can the System support unified case management without incurring additional costs or purchasing additional case type specific modules while specifically providing the following functionality?</p> <ul style="list-style-type: none"> • When case types are entered, only relevant codes and values (i.e., events, documents, statutes) are displayed? • Only defined users or user groups can add or access specified case types? • Each defined case type can have different applicable defined business rules? 			
	<i>Response:</i>			
CM-2	<p>Configure without source code: Will the SCAWV be able to configure software, as well as have software configured by Vendor, without source code modification?</p>			
	<i>Response:</i>			
CM-3	<p>Dashboard work queue assignments: Can the System display work queue assignments on the dashboard for the specific court user or team?</p>			
	<i>Response:</i>			
CM-4	<p>Clerk dashboard work queues: Can the System include a supervisor view of the dashboard that provides management information about the status of tasks (high priority, due today / tomorrow / 2-3 days, etc.) for the work queue?</p>			
	<i>Response:</i>			
CM-5	<p>Dashboard saved searches: Can the System provide individual users with the ability to display searches that they save on their unique dashboard?</p>			
	<i>Response:</i>			
CM-6	<p>Dashboard real-time searches: Can the System provide individual users with a search function that displays real-time results whenever the dashboard is displayed or refreshed?</p>			
	<i>Response:</i>			

CONFIGURABILITY TO MEET COURT’S SPECIFIC NEEDS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CM	Configurability to Meet SCAWV Specific Needs			
CM-7	Configurable screens: Can the System allow SCAWV to create screens for each of their different case types—including unique screen displays, fields, coded values, system views, time standards, alerts, documents, and balances due? <i>Response:</i>			
CM-8	Dynamic screens: Can the System provide dynamic screen capability (i.e., variable information collected in section one will change the information that is displayed for entry in section two)? <i>Response:</i>			
CM-9	Case automation rules: Can the System allow SCAWV to create business rules that can automate workflow procedures without Vendor assistance? <i>Response:</i>			
CM-10	Trigger business rules: Can the System provide the ability to trigger business rules in multiple ways, including based on an insert or update of a database value, a specific day/time, or the arrival of a new file in a networked folder? <i>Response:</i>			

DOCUMENT CAPABILITIES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DC	Document Capabilities			
DC-1	<p>Document Management System: Can the System allow for any file type to be linked and run from the “electronic” case file, including but not limited to documents, images, audio, video, and email correspondence? Can individual documents be assigned and tracked? And will Administrators and/or users be able to lock files to other users when they have them open?</p> <p><i>Response:</i></p>			
DC-2	<p>Sealing: Will the SCAWV administrator have rights to manage varying privileges relative to sealing and sealed information including the ability to designate personnel who can seal entire cases and particular documents, personnel who can see that sealed items exist without being able to access them, personnel who cannot see that sealed items exist, and personnel who can “unseal” sealed items with effective from and to dates?</p> <p><i>Response:</i></p>			
DC-3	<p>Search documents: Can the System index and search case and person data stored in the system using native, configurable search forms?</p> <p><i>Response:</i></p>			
DC-4	<p>Document scanning: Will the System contain a document scanning feature allowing users to scan documents directly into the CMS from a scanner?</p> <p><i>Response:</i></p>			
DC-5	<p>Document highlights and notations: Can the System allow users to highlight information and add notations on a document stored as a pdf?</p> <p><i>Response:</i></p>			
DC-6	<p>Document moving and copying: Will the System provide a document moving and copying function allowing the SCAWV to move or copy files from the electronic case file of one case record to the electronic case file of another case record?</p> <p><i>Response:</i></p>			
DC-7	<p>Document templates: Will the System enable SCAWV to build an unlimited number and type of document templates (e.g., subpoenas, letters, receipts, appeals, etc.), using SCAWV’s standard templates?</p> <p><i>Response:</i></p>			

DOCUMENT CAPABILITIES (continued)

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DC	Document Capabilities			
DC-8	Generate documents: Will the System generate documents on demand, based on an event, or in batch at a specific time (including after- business hours and automatically link to the appropriate case/person record for future reference? <i>Response:</i>			
DC-9	Document creation: Will the System allow users to select variable information when they generate a document, including predefined information that can be added by clicking a radio button, and free text? <i>Response:</i>			
DC-10	Document editing: Can the System allow users to edit and save a document directly in the System to allow further changes? <i>Response:</i>			
DC-11	Signatures: Can the System allow SCAWV to associate a signature image to a specific court user and apply that signature to a document as part of an automated process or stamp the signature on a document as part of a manual workflow process? <i>Response:</i>			
DC-12	Signatures: Can the System utilize a tablet or touch screen device to sign a document with a tablet pen or fingertip? <i>Response:</i>			
DC-13	Batch documents: Can the System print or email documents as part of a batch, either automatically or on demand? <i>Response:</i>			
DC-14	Standard Reports: Can the System comply with and generate reports required by Federal law and the laws of the State of West Virginia? <i>Response:</i>			
DC-15	Ad Hoc Reporting: Will the user have the ability to create reports? <i>Response:</i>			
DC-16	Business Analytics: Will an analytic tool be provided that allows n-tier analysis of data and report generation using excel pivot tables as UI? Are there user audit reports as to access to certain records? <i>Response:</i>			

CALENDARS, DOCKETS AND COURTROOM

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
C	Calendars and Dockets			
C-1	Calendars on dashboard: Can the System provide individual and/or team calendars (depending on the person's role) that will display on an individual's main "dashboard."?			
	<i>Response:</i>			
C-2	Calendar for events: Will staff be able to view a calendar for their upcoming events and their office or division's upcoming events and will the calendars provide daily, weekly, and monthly views in a standard calendar format?			
	<i>Response:</i>			
C-3	Email Integration: Can the System include an outbound integration for calendaring to the SCAWV email system?			
	<i>Response:</i>			
C-4	Dockets: Can the System allow users to create and manage automatically re-occurring dockets in which users are able to specify docket names, start and end dates, times, docket frequency, case types, event types, combinations and subsets of case/event types, and number of events in docket. And can the System display the docket calendar on a daily, weekly, or monthly basis and allow users to specify dockets as either active or inactive while permitting events in inactive dockets to remain scheduled?			
	<i>Response:</i>			
C-5	Scheduling & rescheduling events: Can the System provide a calendar selection tool that enables users to easily view and choose the correct dates when scheduling new events? Can the System trigger the workflow a case will follow based upon event results?			
	<i>Response:</i>			
C-6	Courtroom Minutes: Can the System provide quick links that user can select to add items to the minutes, or can the user type corresponding codes into a command line to quickly add items to the minutes?			
	<i>Response:</i>			

EXHIBIT 11: WV-96 – ADDENDUM TO VENDOR’S STANDARD CONTRACTUAL FORMS

See Next 2 Pages

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

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

Vendor: XXXXX

Contract/Lease Number ("Contract"): XXXXX

Commodity/Service: Appellate Courts Case Management Solution

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

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

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

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

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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

State: Supreme Court of Appeals of WV

Vendor: XXXXX

By: _____

By: _____

Printed Name: Joseph Armstrong

Printed Name: _____

Title: Administrative Director

Title: _____

Date: _____

Date: _____

Exhibit 12: W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

See Next 6 Pages

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.