SUPREME COURT OF APPEALS OF WEST VIRGINIA

REQUEST FOR PROPOSALS

Online Personal Information Removal & Continuous Monitoring Services

Submit Proposal Responses by Email to:

RFP@courtswv.gov

Proposal Release Date

Monday, October 26, 2026

Proposal Submittal Date

Friday, December 4, 2026

1.0 Introduction And SCAWV Overview **4**

1.1 Introduction **4**

1.2 SCAWV Overview **5**

2.0 Project Objectives & High-Level Scope **6**

2.1 Project Objectives **6**

2.2 Project High-Level Scope **6**

3.0 Evaluation Method, Criteria, & Schedule **6**

3.1 Evaluation Method **6**

3.1.1 Short List Selection 6

3.1.2 Final Selection 7

3.1.3 Contract Negotiations 7

3.2 Evaluation Criteria **7**

3.2.1 Stage 1 7

3.2.2 Stage 2 7

3.2.3 Stage 3 8

3.3 Anticipated RFP Schedule **8**

4.0 Submission & Terms and Conditions **8**

4.1 Submission of Proposal **8**

4.2 Contractual Terms and Conditions **9**

4.3 Ownership of Data and Confidential Information **9**

4.4 Proposal Postponement and Addendum **10**

4.5 Vendor Cost to Develop Proposal **10**

4.6 Vendor Investigation **10**

4.7 Award **10**

4.8 Non-Collusion Affidavit **11**

5.0 Vendor Response Format & Content **11**

5.1 Title Page **11**

5.2 Executive Summary **12**

5.3 Pricing Specifications **12**

6.0 Vendor and Service Requirements Matrices **13**

6.1 Vendor Compliance with Terms and Conditions **13**

6.2 PII Data Identification and Monitoring **14**

6.3 PII Data – Direct Removal from Applicable Sites **15**

6.3 PII Data – Direct Removal From Applicable Sites (Continued) **16**

6.4 Unlimited Custom Removal Requests **17**

6.5 Enterprise Administrative Platform **18**

6.6 Dedicated Support & Training **19**

6.7 Membership Transferability Flexibility **20**

6.8 Reporting & Auditability **21**

6.9 Data Security & Compliance **22**

6.9 Data Security & Compliance (Continued) **23**

6.10 Experiences & References **24**

7.0 Appendices **25**

7.1 Appendix A: WV-96 Addendum **26**

7.2 Appendix B: Vendor Business Information **29**

7.3 Appendix C: Streamlined Sales and Use Tax Agreement – Certificate of Exemption **30**

1.0 INTRODUCTION AND SCAWV OVERVIEW.

1.1 INTRODUCTION

The Supreme Court of Appeals of West Virginia ("SCAWV") is releasing this Request for Proposal ("RFP") to acquire an enterprise-level online personal information removal and continuous monitoring service designed to reduce publicly exposed Personally Identifiable Information, as determined by SCAWV, of designated employees, judicial officers, and authorized family members.

This service must combine automated detection and removal with human-led verification, escalation, and complex remediation support.

SCAWV reserves the right to reject proposals or parts thereof and to waive minor irregularities in responses. SCAWV reserves the right to accept proposals based on criteria other than the lowest bid. SCAWV will direct special attention to the total cost of ownership, to include, but not limited to, the scope of services, capabilities meeting specifications, and pricing as well as the vendor's experience and references, when awarding this proposal.

Submit proposal documents before midnight 12:00 a.m., Friday, December 4, 2026, via e-mail to RFP@courtswv.gov with "Online Personal Information Removal & Continuous Monitoring Services" in the subject line. All questions should be emailed to the same address and reference the same subject line.

Vendors should not attempt to contact any staff or officers within the West Virginia judicial system directly. Vendors may submit questions and/or request clarifications until midnight 12:00 a.m. Friday, November 13, 2026.

SCAWV will share all questions and answers and any RFP revisions on the WV Judiciary public website, as needed. To request email notifications related to these postings, please submit an email request to RFP@courtswv.gov with "Online Personal Information Removal & Continuous Monitoring Services" in the subject line.

The SCAWV reserves the right to alter specifications prior to the submission deadline by issuance of an addendum to the vendors. If deemed necessary, the deadline will be extended to allow for additional time to comply with the specifications in the addendum.

1.2 SCAWV OVERVIEW

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

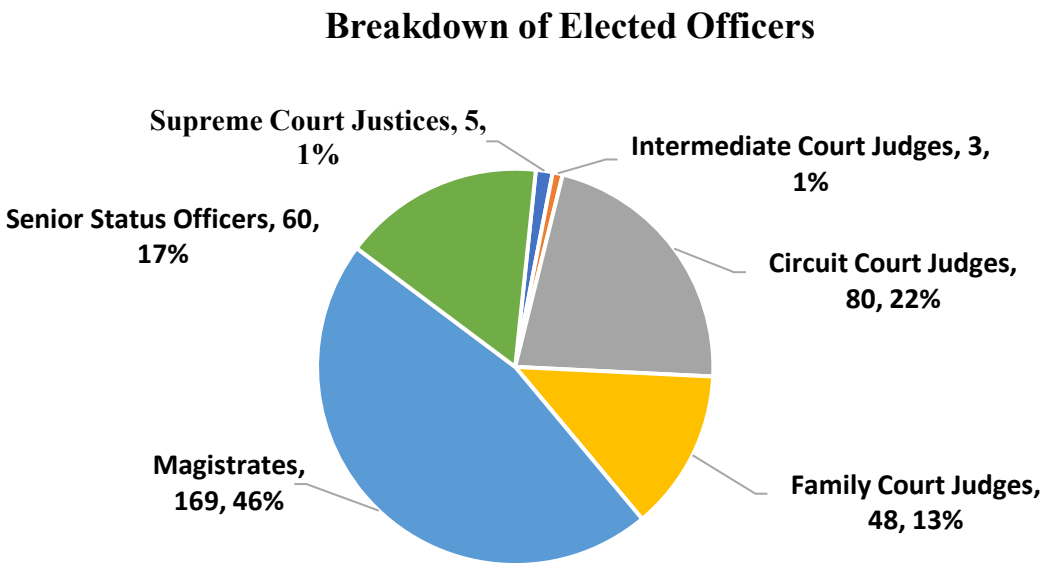
Circuit courts are West Virginia's only general jurisdiction trial courts of record. The state's fifty-five (55) counties are divided into thirty (30) circuits with eighty (80) circuit court judges.

Family court judges hear cases involving divorce, annulment, separate maintenance, paternity, grandparent visitation, issues involving allocation of parental responsibility, and family support proceedings, except those related to child abuse and neglect proceedings. Family court judges also hold final hearings in domestic violence civil proceedings. There are twenty-seven (27) family court circuits in the state served by forty-eight (48) family court judges.

Magistrates oversee the application and enforcement of state laws, municipal laws, and court procedures. They have jurisdiction over civil cases with less than ten thousand dollars in dispute, misdemeanor criminal cases, preliminary matters in felony cases, emergency protective orders, and several other subjects. There are one hundred sixty-nine (169) magistrates serving by county throughout West Virginia.

Additionally, there are several specialty courts throughout West Virginia that maintain distinct caseloads.

Approximately 1600 total personnel are employed by SCAWV, including judicial officers and support staff. Below is a breakdown of elected officers (305 by statute).



2.0 PROJECT OBJECTIVES & HIGH-LEVEL SCOPE

2.1 PROJECT OBJECTIVES

SCAWV desires to obtain an enterprise-level online personal information removal and continuous monitoring service designed to reduce publicly exposed Personally Identifiable Information ("PII") of designated employees, judicial officers, and authorized family members.

2.2 PROJECT HIGH-LEVEL SCOPE

Matrices provided in Section 6 herein detail key specifications related to this scope, which include, but are not limited to:

- Identification of exposed personal data across public websites, data brokers, social platforms, and other online sources,
- Ongoing monitoring for re-exposure,
- Direct removal of exposed data from applicable sites,
- Recurring audits and validation,
- Enterprise administrative oversight,
- Reporting and analytics,
- Unlimited custom removal requests per covered member.

3.0 EVALUATION METHOD, CRITERIA, & SCHEDULE

3.1 EVALUATION METHOD

SCAWV will evaluate all proposals deemed responsive to this request by utilizing the following methodology.

3.1.1 SHORT LIST SELECTION

SCAWV may select a "short list" of vendors from the RFP responses for further evaluation and scheduled demonstrations. The short list will be selected by evaluating the vendor's response covering criteria outlined within this RFP. Additional discovery may be conducted to assist in selecting the short list vendors. The short list vendors may be contacted in writing regarding their status as short-listed vendors. SCAWV reserves the right to withhold notice of the selection of short-listed vendors until a decision is made to award the contract, or to forego awarding the contract.

3.1.2 FINAL SELECTION

The SCAWV will analyze and compare results of the evaluation, qualifications, demonstrations, references, and pricing to determine which vendor will make the best solution provider. At this conclusion, a recommendation for selection will be presented to the Justices of the SCAWV. Final selection must be approved by a majority of the Justices of the SCAWV, prior to execution of any contractual agreement.

3.1.3 CONTRACT NEGOTIATIONS

Upon SCAWV approval of the finalist, contract negotiations will be initiated.

3.2 EVALUATION CRITERIA

SCAWV is an Affirmative Action – Equal Opportunity employer. Respondents to the RFP agree and warrant that in the performance of the work on this project, they 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.

Responses to this RFP will be evaluated according to the following criteria:

3.2.1 STAGE 1

Conformance with RFP Guidelines and Submittal Requirements: The vendor must follow all RFP guidelines and submittal requirements, including the completion of required forms and templates.

Vendor's Ability/Willingness to Accept the 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.

3.2.2 STAGE 2

Scope and Key Specifications: Including how well SCAWV feels the Services meet the overall needs of SCAWV. Weighted consideration will be given to responses provided in the requirements matrices included in Section 6 of this RFP.

Company Background and Experience: Including the firm's experience performing work of a similar nature. Vendor agrees to allow the SCAWV to inquire with current clients to the extent allowed under vendor's existing contractual relationships.

Staffing: Including the experience level in performing similar work for other clients.

Responsiveness: Including how the vendor perceives its role in carrying out the responsibilities detailed in this RFP.

Pricing Proposal: Pricing is an important aspect of the overall evaluation of the vendor's response, but not necessarily the sole deciding factor.

3.2.3 STAGE 3 (short-listed and finalist vendors only)

Client References: SCAWV may conduct reference calls to other organizations similar in size and composition to the SCAWV, when possible. Topics discussed will include the quality and timeliness of work performed by the vendor and the comparability of such work to the requirements of this RFP.

3.3 ANTICIPATED RFP SCHEDULE

RFP Issue Date	October 26, 2026
Final Date for Vendors to Request Clarifications to RFP	November 13, 2026
SCAWV Response to Requested RFP Clarifications Published	November 20, 2026
Proposals Due from Participating Vendors	December 4, 2026
Follow up Demonstrations	January-February 2027
Anticipated Finalist Selection	February 2027
Anticipated Award	**March 2027**

4.0 SUBMISSION & TERMS AND CONDITIONS

4.1 SUBMISSION OF PROPOSAL

Submit proposals no later than midnight 12:00 am EST on Friday, December 4, 2026. Proposal must be emailed to RFP@courtswv.gov with "Online Personal Information Removal & Continuous Monitoring Services" in the subject line.

- Where provided, all forms and questionnaires (including the requirements matrices) must be completed using the templates provided by SCAWV. Editable versions are available upon request.
- Information must be furnished in compliance with the terms, conditions, provisions, and specifications of the RFP. The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. The response must follow the Vendor Response Format and Content provided in Section 5 of the RFP.
- 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.
- SCAWV reserves the right to refuse proposals, modifications, or corrections received after the closing date specified.
- Proposals shall include budgetary estimates for all services requested, and shall include tiered pricing, where applicable.
- All questions and matters relating to this RFP shall be emailed to RFP@courtswv.gov.

4.2 CONTRACTUAL TERMS AND CONDITIONS

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 as Addendum A to this proposal. **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 services are compliant with those responses.** Vendor's response shall include detailed reasons why they are not willing or able to comply with these terms and conditions.

4.3 OWNERSHIP OF DATA AND CONFIDENTIAL INFORMATION

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.

Vendor acknowledges that the SCAWV is a state government entity subject to West Virginia's Freedom of Information Act. **Any information you deem confidential or trade secret must be designated as such prior to submittal.** 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.

4.4 PROPOSAL POSTPONEMENT AND ADDENDUM

SCAWV reserves the right to revise or amend the specifications or any other part of the RFP up to the submittal due date by way of written addendum. Verbal responses and/or representations shall not be binding on SCAWV. Copies of such addendums shall be published on the WV Judiciary public website and furnished to all prospective vendors who requested notification.

4.5 VENDOR COST TO DEVELOP PROPOSAL

All costs for preparing and submitting proposals, including travel, 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.

4.6 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 or 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.

4.7 AWARD

- SCAWV reserves the right to reject proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of SCAWV.
- SCAWV reserves the right to issue single or multiple contracts with one or more vendors.
- SCAWV reserves the right to negotiate modified proposals in the event it rejects one or more components of the services from the original proposal.
- 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. See Evaluation Criteria for specifics.

- The vendor shall not provide services under the terms and conditions of the contract until SCAWV, and vendor have received an executed copy of the contract from SCAWV.

4.8 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.

5.0 VENDOR RESPONSE FORMAT & CONTENT

Please format your proposal as described below. Deviating from this format may result in disqualification from further consideration during the evaluation stages.

- Title Page
- Executive Summary
- Pricing Specifications
- Response to Service Requirements Matrices (including Sections 6.1-6.10)
- Appendices A & B (Sections 7.1 and 7.2)

5.1 TITLE PAGE

The title page should include, at a minimum, the following:

- Name of Project [Online Personal Information Removal & Continuous Monitoring Services]
- Submitted by [Company's Name]

- Date of Submittal

5.2 EXECUTIVE SUMMARY

The vendor should provide

- A brief profile of the company,
- An executive overview of your proposal,
- A brief description of the primary products and services provided,
- Company's commitment and track record serving court clients,
- Company's experience in performing work of a similar nature.

5.3 PRICING SPECIFICATIONS

Pricing is an important aspect of the overall evaluation of the vendor's response. Vendors are instructed to submit pricing within this section and include, at a minimum, the following:

- Licensing Types, Prices, and Term Options (both per Entity and per Member, if applicable)
- Detailed Breakdown of Services Included by License Type
- Tiered Pricing Opportunities
- State and Government Discounts Available
- License Transferability
- Additional Services Available at Extra Cost
- Potential Penalties
- Any Additional Details Useful for Consideration

Failure to provide the minimally requested pricing specifications may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. 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.

6.0 VENDOR AND SERVICE REQUIREMENTS MATRICES

This section lists the requirements for an enterprise-level online personal information removal and continuous monitoring service. The Vendor's ability to meet these requirements will be considered when evaluating each response but will not be the only consideration.

Explicitly indicate whether your currently released services meet the requirement by placing an "X" in the appropriate column; and note in the Response section if the provided services are not included in the submitted Pricing Specifications.

- **Yes:** Mark "Yes" if the currently released services meet every aspect of the requirement exactly as written. Comments elaborating on how you meet these requirements are encouraged, though not required, unless noted otherwise within each requirement.

- **Partial:** If you partially meet the requirement, mark "Partial." Provide comments in the related Response section 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 plan to 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 is acceptable. **Note – indicating "No" on a requirement is not an immediate disqualifier.**

6.1 VENDOR COMPLIANCE WITH TERMS AND CONDITIONS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
CTC	**Vendor agrees to comply with the following contractual terms and conditions:**			
CTC-1	Vendor agrees to enter into a contract that complies with or incorporates W. Va. Code §5A-3-62.			
Response:				
CTC-2	Vendor agrees to enter into a contract that complies with or incorporates the terms and conditions in the WV-96 State of West Virginia's Addendum to Vendor's Standard Contractual Forms (attached as Appendix A).			
Response:				

6.2 PII DATA IDENTIFICATION AND MONITORING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
PIM	**Vendor confirms that the following PII identification and monitoring services can be provided:**			
PIM-1	Identification of exposed personal data across public websites, data brokers, social platforms, and other online sources. If "Yes" or "Partial", list approximate number of scanned broker and websites in the Response section below.			
Response:				
PIM-2	Continuous monitoring of a broad network of public websites, data brokers, social platforms, and other online sources for re-exposure. If "Yes" or "Partial", list approximate number of scanned broker and websites in the Response section below.			
Response:				
PIM-3	Targeted rescanning of profiles at regular intervals to identify re-posted data. If "Yes" or "Partial", list approximate frequency of rescanning intervals in the Response section below.			
Response:				

6.3 PII DATA – DIRECT REMOVAL FROM APPLICABLE SITES

*Note – automated-only tools without human validation will not satisfy these requirements.

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
PDM	**Vendor confirms the following PII data removal services can be provided:**			
PDM-1	*Human-assisted manual review and validation of identified data.			
Response:				
PDM-2	Confirmation and documentation of successfully removed identified data.			
Response:				
PDM-3	Reporting mechanism for confirmed documented removal of identified data; including pending, in progress, completed and failed statuses. If "Yes" or "Partial", list mechanisms available and frequency of reporting in the Response section below.			
Response:				
PDM-4	Tracking and escalation of sites which are noncompliant with data removal requests. If "Yes" or "Partial", list examples of escalation in the Response section below.			
Response:				

6.3 PII DATA – DIRECT REMOVAL FROM APPLICABLE SITES (continued)

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
PDM	**Vendor confirms the following PII data removal services can be provided:**			
PDM-5	Combining automated technology with trained human-assisted removal. If "Yes" or "Partial", list how automation assists human intervention in the Response section below.			
Response:				
PDM-6	Scoring based upon exposure severity, data type sensitivity, source credibility, and threat likelihood. If "Yes" or "Partial", please elaborate in the Response section below.			
Response:				
PDM-7	Providing immediate remediation and notification for high-risk exposures, potential impersonation or fraud, dark-web or breach-related findings, or other urgent/sensitive findings requiring immediate action.			
Response:				
PDM-8	Offering false-positive resolution. If "Yes" or "Partial", please briefly define false positives that may be found in the Response section below.			
Response:				

6.4 UNLIMITED CUSTOM REMOVAL REQUESTS

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
UCR	**Vendor confirms the following unlimited custom removal requests can be provided:**			
UCR-1	Allows covered members to submit unlimited custom removal requests for websites not automatically monitored by the services. If not unlimited, state the number of custom removal requests permissible per member per specified time frame in the Response section below.			
Response:				
UCR-2	Performs manual research and removal efforts on submitted custom sites.			
Response:				
UCR-3	Provides status tracking and confirmation of custom removal efforts.			
Response:				

6.5 ENTERPRISE ADMINISTRATIVE PLATFORM

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
EAP	**Vendor confirms the following enterprise administrative platform features are available to designated administrator(s):**			
EAP-1	Access to an administrative dashboard. If "Yes" or "Partial", list the number of allowed administrators in the Response section below.			
Response:				
EAP-2	Provides enrollment and user management capabilities.			
Response:				
EAP-3	Permits administrator(s) with visibility into removal status across covered members.			
Response:				
EAP-4	Permits covered members with visibility into removal status of their own PII.			
Response:				
EAP-5	Provides exportable reporting functionality.			
Response:				
EAP-6	Allows role-based access controls (RBAC) and account delegation.			
Response:				

6.6 DEDICATED SUPPORT & TRAINING

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DST	**Vendor confirms the following dedicated support and training are available.**			
DST-1	Provides a Customer Success or support team assigned to the SCAWV. If "Yes" or "Partial", please state whether it is dedicated support in the Response section below.			
Response:				
DST-2	Offers onboarding assistance for administrator(s) and covered members.			
Response:				
DST-3	Provides online and/or virtual training sessions for members and administrator(s).			
Response:				
DST-4	Offers ongoing engagement support, including refresher training. If "Yes" or "Partial", please state frequency of training permitted in the Response section below.			
Response:				
EAP-5	Offers educational webinars related to digital privacy and online safety. If "Yes" or "Partial", please state approximate frequency of these opportunities in the Response section below.			
Response:				

6.7 MEMBERSHIP TRANSFERABILITY FLEXIBILITY

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
MTF	**Vendor confirms the following membership transferability is permitted:**			
MTF-1	Permits memberships to be reassigned or transferred to new personnel in the event of role changes, turnover, or separation, etc. If limitations exist, please elaborate further in the Response section below.			
Response:				
MTF-2	Supports administrative reassignment without penalty or additional licensing fees (within purchased seat counts). If limitations exist, please elaborate further in the Response section below.			
Response:				

6.8 REPORTING & AUDITABILITY

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
RAP	**Vendor confirms that the following reports/auditing are available:**			
RAP-1	Provides detailed reporting on exposure findings and removal actions. If "Yes" or "Partial", please list frequency and if reports/findings are available ad hoc.			
Response:				
RAP -2	Documents removal status and completion metrics within reports.			
Response:				
RAP -3	Offers summary and aggregate reporting suitable for executive leadership and risk management oversight.			
Response:				

6.9 DATA SECURITY & COMPLIANCE

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DSC	**Vendor confirms the services meet the following minimum requirements:**			
DSC-1	Owned and operated within the United States.			
Response:				
DSC-2	Maintains compliance with AICPA SOC 2 Type 2 requirements.			
Response:				
DSC-3	Utilizes U.S.-based data centers for storage and processing of SCAWV data.			
Response:				
DSC-4	Does not sell, share, or monetize SCAWV or member-level data.			
Response:				
DSC-5	Encrypts personally identifiable information ("PII") in transit using Transport Layer Security (TLS) 1.2 or higher.			
Response:				

6.9 DATA SECURITY & COMPLIANCE (continued)

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
DSC	**Vendor confirms the services meet the following minimum requirements.**			
DSC-6	Encrypts personally identifiable information ("PII") at rest using 256-bit Advanced Encryption Standard (AES-256) encryption.			
Response:				
DSC-7	Maintains and adheres to a written PII retention schedule and/or policy. If "Yes" or "Partial", please elaborate and list if custom schedules/policies are amenable in the Response section below.			
Response:				
DSC-8	Maintains documented security, privacy policies, and insurance aligned with industry recognized best practices.			
Response:				
DSC-9	Requires system users to utilize multifactor authentication ("MFA") when accessing the services.			
Response:				
DSC-10	Maintains audit logs related to access and identified events.			
Response:				
DSC-11	Requires employees handling PII to undergo background checks, security training, confidentiality agreements, and enforced access-control restrictions.			
Response:				

6.10 EXPERIENCES & REFERENCES

#	REQUIREMENT	COMPLIES		
		YES	PARTIAL	NO
EAP	**Vendor can demonstrate the following experience and/or provide the following references.**			
EAP-1	Can demonstrate experience serving state, judicial, or other public sector entities.			
Response:				
EAP-2	Can demonstrate experience supporting high-risk personnel, public officers, or sensitive roles.			
Response:				
EAP-3	Can provide at least three (3) client references from current or recent public sector customers of comparable size and scope upon request.			
Response:				
EAP-4	Can provide contact information for reference verification upon request.			
Response:				

7.0 APPENDICES

- 7.1 Appendix A – WV-96 Addendum
- 7.2 Appendix B – Company Information and Certifications
- 7.3 Appendix C – SCAWV Certificate of Tax Exemption

7.1 APPENDIX A: WV-96 Addendum

(included on next two pages)

WV-96
1/1/2019

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:

Contract/Lease Number ("Contract"):

Commodity/Service:

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 is 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 ~~strikethrough~~ 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: _____	Vendor: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

7.2 APPENDIX B: Vendor Business Information

Vendor's Name (registered business name): _____

Vendor's Business Address: _____

_____

Vendor's Business Phone Number: _____

Vendor Representative's Name: _____

Vendor Representative's Contact Email: _____

Vendor Representative's Contact Phone Number: _____

Response Date: _____

Please verify the following. Failure to fully complete this cover page may result in this response being considered a "No Bid."

☐ Vendor is registered to do business with the State of West Virginia. If not, please complete and submit the W-9 Request for Taxpayer Identification Number and Certification form with your response.

☐ By checking this box, I hereby certify that this submittal contains all documents and information required and I acknowledge that failure to do so may result in rejection of this submittal.

_____ _____

Signature Date

_____

Printed Name

_____

Title

7.3 APPENDIX C: Streamlined Sales and Use Tax Agreement – Certificate of Exemption

(included on next two pages)

Streamlined Sales Tax Governing Board, Inc.

Streamlined Sales and Use Tax Agreement
Certificate of Exemption

Do not send this form to the Streamlined Sales Tax Governing Board.
Send the completed form to your supplier and keep a copy for your records.

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. ☐ Check if you are attaching the Multi-State Supplemental form.
   [W][V] If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2. ☐ Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____

3. **Please print**
   Name of purchaser: Supreme Court of Appeals of West Virginia
   Business Address: 1900 Kanawha Blvd E Bldg 1 Room E-100 City: Charleston State: WV Zip Code: 25305
   Purchaser's Tax ID Number: 55-6000760 State of Issue: WV Country of Issue: USA
   If no Tax ID Number, enter one of the following: FEIN: Foreign diplomat number:
   Driver's License Number/State Issued ID Number: State of Issue:
   Name of seller from whom you are purchasing, leasing or renting:
   Seller's address: City: State: Zip code:

4. **Type of business.** Circle the number that describes your business

01	Accommodation and food services	11	Transportation and warehousing
02	Agricultural, forestry, fishing, hunting	12	Utilities
03	Construction	13	Wholesale trade
04	Finance and insurance	14	Business services
05	Information, publishing and communications	15	Professional services
06	Manufacturing	16	Education and health-care services
07	Mining	17	Nonprofit organization
08	Real estate	(18)	Government
09	Rental and leasing	19	Not a business
10	Retail trade	20	Other *(explain)*_____

5. **Reason for exemption.** Circle the letter that identifies the reason for the exemption.

A	Federal government *(department)*_____	H	Agricultural production #_____
(B)	State or local government *(name)* WV State Government	I	Industrial production/manufacturing #_____
C	Tribal government	J	Direct pay permit #_____
D	Foreign diplomat #	K	Direct mail #_____
E	Charitable organization #_____	L	Other *(explain)*_____
F	Religious organization #_____	M	Educational Organization #_____
G	Resale #_____		

6. **Sign here.**
   I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of Authorized Purchaser	Print Name Here	Title	Date
Sue Racer-Troy	Sue Racer-Troy	Chief Financial Officer	May 1, 2026

SSTGB Form F0003 Exemption Certificate (Revised 5-10-2017 for use 1-1-2018)

Streamlined Sales and Use Tax Agreement **Certificate of Exemption - Multi-state Supplemental**

Name of Purchaser

STATE	Reason for Exemption	Identification Number (If Required)
AR		
GA		
IA		
IN		
KS		
KY		
MI		
MN		
NC		
ND		
NE		
NJ		
NV		
OH		
OK		
RI		
SD		
TN		
UT		
VT		
WA		
WI		
WV		
WY		

SSUTA Direct Mail provisions are not in effect for Tennessee.

The following nonmember states will accept this certificate for exemption claims that are valid in their respective state. SSUTA Direct Mail provisions do not apply in these states.

XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		
XX		