



**STATEWIDE CONTRACT**

**No. 10521**

**DISCOVERY SERVICES**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**CONSILO, LLC  
A VIRGINIA LIMITED LIABILITY COMPANY**

Dated January 1, 2023

## STATEWIDE CONTRACT

No. 10521

### DISCOVERY SERVICES

This Washington Statewide Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services) and Consilio, LLC a Virginia limited liability company (“Contractor”) and is dated and effective as of January 1, 2023.

### RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Contract for Discovery Services that is designed to enable eligible purchasers to procure specified discovery services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 10521 dated July 20<sup>th</sup>, 2022.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Statewide Contract is twenty-four (24) months with the option to extend for thirty-six (36) months, commencing January 1, 2023 and ending December 31, 2025. Maximum term for this contract ends December 31, 2027.
- 2. ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
  - State universities – i.e., University of Washington & Washington State University;
  - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
  - Evergreen State College;
  - Community colleges; and
  - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
  - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.

### 3. SCOPE – INCLUDED SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Services beyond those set forth in *Exhibit A – Included Services*.
  - (a) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (b) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. PRICE ADJUSTMENTS. The Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for three (3) years from the Contract’s effective date. Contractor, however, may propose price increases by written notice to the Contract Administrator within sixty (60) days prior to the first three (3) years of the contract. Price

increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract pricing. Requests must include supporting documentation such as price increases for direct costs of data hosting or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Contract Administrator. If a price increase is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Services* (subject to economic adjustment as set forth herein).

3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

**4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.

4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.

4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.9. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers’ employees.
- 4.10. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of Contractor’s information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.11. WASHINGTON’S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington’s Statewide Payee Desk, which registration is a condition to payment.
- 4.12. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.13. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.14. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Contract.
- 4.15. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.16. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.17. ACCESSIBILITY. Contractor represents and warrants that Contractor shall exercise commercially reasonable efforts to comply with the Office of Chief Information Officer (OCIO) Standard 188.10 – Minimum Accessibility Standard located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>. Contractor regularly shall review Contractor's systems and, at the commencement of this Contract and annually thereafter, certify to Enterprise Services and Purchaser, as applicable, that Contractor's Services meet OCIO Standard 188.10.
- 4.18. HIPPA COMPLIANCE. Contractor represents and warrants that Contractor shall exercise commercially reasonable efforts to comply with the Health Insurance Portability and Accountability Act for Purchasers that collect, process, store, and/or share HIPPA data.
- 4.19. HITECH COMPLIANCE. Contractor represents and warrants that Contractor shall exercise commercially reasonable efforts to comply with the Health Information Technology for Economic and Clinical Health Act for Purchasers that collect, process, store, and/or share HITECH data.
- 4.20. OCIO Policies. Contractor represents and warrants that Contractor shall exercise commercially reasonable efforts to comply with the Office of Chief Information Officer (OCIO) standards for data, technology & architecture, security and project management located at <https://ocio.wa.gov/policies>.

## 5. QUALITY; WARRANTY; REMEDIES.

- 5.1. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").

- 5.2. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.3. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty will expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 5.4. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.5. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.
- 5.6. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. REGULATORY REQUIREMENTS/SAFETY. Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Services.
- 6.2. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage

within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

- 6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.
- 6.5. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

## 7. CONFIDENTIAL INFORMATION; DATA SECURITY; NETWORK ACCESS.

- 7.1. CONFIDENTIAL INFORMATION. For purposes of this Contract, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by Purchaser as confidential or protected.
- 7.2. PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. Purchaser reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.
- 7.3. CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by Purchaser; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.
- 7.4. CONTRACTOR OBLIGATION – DATA SECURITY. If the Master Contract involves Purchaser's Data

and/or access to Purchaser's IT network, Contractor, at its expense, will comply with the data security requirements set forth by Washington State's Office of the Chief Information Officer. Such policies are located on the OCIO website at <https://ocio.wa.gov/policies>.

- 7.5. CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION. Upon expiration or termination of this Purchase Order, Contractor, at Purchaser's direction, timely will: (i) Certify to Purchaser that all Confidential Information has been destroyed; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other actions Purchaser requires of Contractor to protect such Confidential Information.
- 7.6. NETWORK ACCESS. During its performance of this Contract, Contractor may be granted access to Purchaser's computer and telecommunication networks ("Networks"). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Purchaser to access and use the Networks; (c) only access Network locations made available to Contractor by Purchaser; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with Purchaser's IT policies.
- 7.7. Security Compliance. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) ISO\IEC 27001:2013 and HITRUST MyCSF V9.3 standards; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.
- 7.8. ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide Enterprise Services the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) ISO\IEC 27001:2013 and HITRUST MyCSF V9.3 standards; and (c) attestation that Contractor's Services are in compliance with OCIO Security Policy 141.10 – Securing Information Technology Assets Standards. Enterprise Services may accept, at its sole discretion, alternative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein
- 7.9. DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party ("Data Breach"), Contractor shall notify Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
  - a) The nature of the Data Breach;

- b) The Data accessed, used or disclosed;
- c) The person(s) who accessed, used, disclosed and/or received Data (if known);
- d) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- e) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and RCW 42.56.590. Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Enterprise Services review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by Enterprise Services in responding to or recovering from the Data Breach.

- 7.10. TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Enterprise Services or its designated representative (not to include a competitor of Contractor - "competitor" means an entity or division within an entity that provides e-discovery, consulting and/or litigation support services) shall have reasonable access to Services purchased by Enterprise Services under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow Enterprise Services, its authorized agents (not to include a competitor of Contractor - "competitor" means an entity or division within an entity that provides e-discovery, consulting and/or litigation support services), or a mutually acceptable third party (not to include a competitor of Contractor - "competitor" means an entity or division within an entity that provides e-discovery, consulting and/or litigation support services) hired by Enterprise Services, to ensure that controls are in place and working as intended.
- 7.11. Contractor shall allow Enterprise Services reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and Enterprise Services' Data, at no cost to Enterprise Services. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from Enterprise Services' computers, network hardware, internet connectivity, or other elements owned or controlled by Enterprise Services that are reasonably required to use Services. The audit results shall be shared with Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Enterprise Services with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

## **8. SUBCONTRACTORS.**

- 8.1. **CONTRACTOR RESPONSIBILITY.** Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 8.2. **REPORTING.** If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 8.3. **SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS.** Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

## **9. USING THE CONTRACT – PURCHASES.**

- 9.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 9.2. **DELIVERY REQUIREMENTS.** Contractor must ensure that the Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
  - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified

destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

- 9.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.
- 9.4. NO EFFECT OF CLICK-THROUGH TERMS AND CONDITIONS. Where an Authorized User is required to "click through" or otherwise accept or made subject to any online terms and conditions in using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Contract.
- 9.5. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington/Purchasers, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 9.6. TREATMENT OF ASSETS. Title to all property furnished by Enterprise Services and/or Purchaser shall remain with Enterprise Services and/or Purchaser, as applicable. Any property of Enterprise Services and/or Purchaser furnished to Contractor shall, unless otherwise provided herein or approved by Enterprise Services and/or Purchaser, be used only for the performance of this Contract. Contractor shall be responsible for damages as a result of any loss or damage to property of Enterprise Services and/or Purchaser which results from the negligence of Contractor or which results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any Enterprise Services and/or Purchaser property is lost, destroyed, or damaged, Contractor immediately shall notify Enterprise Services and/or Purchaser and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to Enterprise Services and/or purchaser all property of Enterprise Services and/or purchaser prior to settlement upon completion, termination, or cancellation of this Contract. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchaser upon delivery of such property by Contractor and acceptance by

the purchaser. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

## 10. INVOICING & PAYMENT.

- 10.1. **CONTRACTOR INVOICE.** Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 10521;
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Contractor's Federal Tax Identification Number;
  - (d) Date(s) of delivery;
  - (e) Applicable Goods and/or Services;
  - (f) Invoice amount; and
  - (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 10.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 10.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 10.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 10.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling,

insurance, or payment processing.

- 10.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

**11. CONTRACT MANAGEMENT.**

- 11.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Julia Bang  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 490-9459  
Email: DESContractsTeamApple@des.wa.gov

**Contractor**

Attn: Michael F. Flanagan  
Consilio LLC  
1828 L St., NW, Ste. 1070  
Washington DC 20036  
Tel: (202) 559-3812  
Email: michael.flanagan@consilio.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 11.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 11.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: greg.tolbert@des.wa.gov

**Contractor**

Attn: Michael F. Flanagan  
Consilio LLC  
1828 L St., NW, Ste. 1070  
Washington DC 20036  
Email: michael.flanagan@consilio.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**12. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

12.1. **CONTRACT SALES REPORTING.** Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services’ Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Contract Sales Reporting.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

12.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:  

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor

receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.

- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

### 13. RECORDS RETENTION & AUDITS.

13.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

13.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit (not to include a competitor of Contractor - "competitor" means an entity or division within an entity that provides e-discovery, consulting and/or litigation support services), applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 13.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

#### 14. INSURANCE.

- 14.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Services and no additional payment shall be made to Contractor.
- 14.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

#### 15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract, even if not attributable to negligence by Contractor or its

agents.

- 15.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 15.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

**16. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

**17. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 17.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written

notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 17.2. TERMINATION FOR NON-APPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.
- 17.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 17.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 17.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 17.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
  - (b) Contractor fails to timely report contract sales;
  - (c) Contractor fails to timely pay the vendor management fees when due; or

(d) Contractor breaches any representation or warranty provided herein.

- 17.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 17.8. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 17.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 17.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 17.11. **PURCHASER PURCHASE ORDERS.** Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching

party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

#### **18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

#### **19. GENERAL PROVISIONS.**

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations,

representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 19.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any

applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.

- 19.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

- 19.21. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 19.23. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON**  
**Department of Enterprise Services**

By:   
\_\_\_\_\_  
Tim Foitzik  
Its: Procurement Supervisor

**CONSILO, LLC**  
**a Virginia Limited Liability Company**

By:   
\_\_\_\_\_  
Michael F. Flanagan  
Its: General Counsel

### INCLUDED SERVICES

This Contract is for eligible purchasers to purchase services pertaining to the collection, analysis, storage, and production of hardcopy and/or digital records/data (“Discovery Services”). Discovery Services includes data identification, data preservation, data collection, data processing, data review, data analysis, data production, and data hosting and storage for Purchasers.

Professional Discovery Services contractors have the ability to provide Discovery Services pertaining to litigation, claims, or other matters. Enterprise Service expects Discovery Services to be provided consistent with the best practices of the Electronic Discovery Reference Model. See <https://edrm.net/edrm-model/> for reference. The following terms have the meanings set forth herein:

- **Data Hosting:** act of storing data on a reliable, secure, and accessible platform.
- **Data Storage:** retention of stored information.
- **Data Identification:** locating potential sources of information and determining scope, breadth & depth.
- **Data Preservation:** ensuring information is protected against inappropriate alteration or destruction.
- **Data Collection:** gathering information for further use in the discovery process. Collecting paper files to be scanned and copied (collection is conducted on-site). Collecting electronically stored information from archive storage, data servers, emails systems, hard drives, mobile devices. (off-site)
- **Data Processing:** reducing the volume of information and converting it, if necessary, to forms more suitable for review and analysis, including but not limited to: Objective document coding, ESI ingestion and data searching/filtering, De-duplication services, Loading of scanned files, legacy data, opponent and third-party productions, Optical Character Recognition (OCR), and Native processing to TIFF/PDF.
- **Data Review:** evaluating information for relevance & privilege, including but not limited to: subject/issue coding, standard privilege log review, categorical log review, review for statutorily protected records, and personal identifiable information review and redaction
- **Data Analysis:** evaluating information for content & context, including but not limited to: Data loading, mapping, validation, normalization, Analytical database development (from detailed records), Development of code/running queries, Audits of granular data to summaries, Building data set relations, Reporting results, Oral expert testimony on analysis, and Written expert testimony on analysis.
- **Data Production:** delivering information to others in appropriate forms including but not limited to: Preparing productions in file types including but not limited to TIFF/PDF, PST/NSF, CD or DVD, USB, PDF from TIFF, with or without text, Image stamping/endorsement including bates numbering, Re-OCR of redacted files, Native productions of special datasets including “redactions” of structured data, and Creation of industry-standard load files.

**Performance Requirements and Stated Business Need.** Contractor can successfully demonstrate compliance with applicable state and federal privacy requirements, including the secure storage and transmission of confidential information that complies with:

1. **The Health Insurance Portability and Accountability Act (HIPAA)** – federal law that safeguards protected health information (PHI).
2. **The Health Information Technology for Economic and Clinical Health Act (HITECH)** - The Health Information Technology for Economic and Clinical Health Act, simply known as HITECH, is an extension of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which was the first federal legislation that addressed the protection and access of health information.
3. **State of Washington Office of Chief Information Officers Policies** - Office of the Chief Information Officer (OCIO) sets information technology (IT) policy and direction for the State of Washington.
4. **Secretary of State Records Retention** – The Washington Secretary of State sets the records retention schedule that authorizes the destruction/transfer of public records in compliance with the state’s records laws and policies.
5. **Key Personnel:**
  - a. Bidder can provide service in all categories of the contract: data identification, data preservation, data collection, data processing, data review, data analysis, data production, and data hosting and storage.
  - b. Bidder has a 24/7 help desk phone line for customer service.
  - c. Bidder has the capability to process all common file types used by the state in obtaining and processing data/records. This includes but is not limited to: pdf, tiff, jpeg, png, svg, doc, xls, txt, ppt, mp3, mp4, avi, mov, flv, avchd, wav, html, vsdx, etc.
6. **Service Capability:**
  - d. Bidder is familiar and follows the best practices of the Electronic Discovery Reference Model.
  - e. Bidder can provide service in all categories of the contract, data identification, data preservation, data collection, data processing, data review, data analysis, data production, and data hosting and storage.
  - f. Bidder can process all commonly used data files including but not limited to: doc, docx, ppt, xls, pdf, and tiff.
  - g. Bidder can deliver information via CD/DVD, flash drives, secure FTP transfers, and third-party secured file shares.

**PRICES FOR SERVICES**

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**Data Collections and Forensics**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

For standard collection activities, our fees are based on one of these bases:

1. the number of custodians for whom collection activities are undertaken, or
2. the number of hard drives forensically duplicated depending on the scope of collection activities performed, or
3. per hour

Our clients may select the option that best suits the needs of the project.

Service Description	Unit	Rate
<b>Collections - (Hourly)</b>		
Includes the following services: <ul style="list-style-type: none"> <li>• Forensic collections of computers, mobile devices, cloud storage data and network shares</li> <li>• Custodian interviews</li> <li>• Consulting services, including client communications</li> <li>• Evidence management including maintaining chain of custody and documentation</li> </ul>	Per Hour	\$350.00
<b>Collections (Per Device)</b>		
Includes the following devices*: <ul style="list-style-type: none"> <li>• Collections - Per Device - Computer Systems</li> <li>• Collections - Per Device - Mobile Phones</li> <li>• Collections - Per Device - Basic Mobile Device Report</li> </ul> *Computer systems require a minimum of five (5) devices at single location or the computer/s is/are delivered to Consilio and are imaged "in-lab"; otherwise hourly rates apply. Mobile phone per device rate is only applicable for devices delivered to Consilio and collected "in-lab"; otherwise hourly rates apply. Additional culling/searching is billed at \$350/hour.	Per Device Per Device Per Report	\$550.00 \$750.00 \$350.00
<b>Collections – Remote Collections (Per Device)</b>		
Includes the following services (pricing does not include media or shipping charges)*: <ul style="list-style-type: none"> <li>• Collections – Remote Collections - Computer Systems</li> <li>• Collections – Remote Collections - Mobile Phones or Tablets</li> <li>• Collections – Remote Collections - Basic Mobile Device Report</li> </ul> *Computer systems include full or targeted collections. Additional culling/searching is billed at \$350/hour.	Per Device Per Device Per Report	\$900.00 \$900.00 \$500.00
<b>Forensic Analysis</b>		
Includes the following services: <ul style="list-style-type: none"> <li>• Drafting written reports outlining the results of a forensic analysis</li> <li>• Generating mobile device exports/reports</li> <li>• Data conversion including converting custom data types into data suitable for processing or review</li> </ul>	Per Hour	\$350.00

**Data Collections and Forensics**  
**Washington State Department of Enterprise Services**  
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<ul style="list-style-type: none"> <li>• Data filtering including date range searches and keyword searches</li> <li>• Mail restoration from corporate or cloud email systems</li> <li>• Onsite processing of data to facilitate searching and review</li> <li>• Password cracking</li> <li>• Data remediation including cleansing, migrating and organizing data to facilitate searching and filtering</li> <li>• Data analysis including low level analysis of electronic information to identify metadata and other electronic characteristics</li> <li>• Coordinating the analysis process</li> </ul>		
<b>Testimony</b>		
Includes both oral and written testimony including depositions, affidavits and court appearances	Per Hour	\$500.00
<b>Downtime Fees</b>		
Cost to client when Consilio consultants are present onsite at the client location and devices are not readily available	Per Hour	\$350.00
<b>Travel Time</b>		
Includes the time required for a Consilio consultant to travel to a remote client site	Per Hour	\$175.00
<b>Production Media and Expenses</b>		
<2 TB USB Hard Drive	Per Hard Drive	\$350.00
>=2 TB USB Hard Drive	Per Hard Drive	\$500.00
Media Storage <i>*Secure storage of containers/media, and maintenance of chain of custody for source client media</i>	Per Media, Per Month	\$25.00
Travel Costs	Each	At Cost

**Relativity Data Services and Project Management**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

<b>Data Processing Options</b>		
<b>Single-Tier Processing Service Description</b>	<b>Unit</b>	<b>Rate</b>
<p><b>Data Processing includes:</b></p> <ul style="list-style-type: none"> <li>• Metadata extraction, child and embedded object extraction, text extraction, hash value creation, file type filtering, deNIST and automated duplicate removal.</li> <li>• Data export of native files for Review Platform.</li> </ul> <p>Single-Tier Processing</p>	Per GB*~	\$75.00

<b>Data Hosting Options</b>	<b>Unit</b>	<b>Rate</b>
<p><b>Active Hosting (Relativity) – single rate will be charged against Active Hosting Volume</b></p> <p align="right">Review Population Hosting  Review Population Hosting  Review Population Hosting</p>	Up to 1 TB 1 TB to 2 TB 2 TBs+	\$12.00 \$10.00 \$8.50

<b>Database Setup, Offline Hosting and Data Storage</b>	<b>Unit</b>	<b>Rate</b>
<b>Offline Storage of Active Data</b>	Per GB	\$5.00

<b>Production, User Licenses and Client/Data Services</b>		
<p><b>Native File Production (GB):</b></p> <p>Includes Native file export for production or export, bates numbering and endorsement, creation of load files.</p> <p><i>A database export is considered a native file production/export</i></p>	Per GB	\$275.00
<p><b>Optical Character Recognition (OCR)</b></p> <p>Completed on English and non-English documents (limit 2 languages) documents without extractable text and image productions/redactions.</p>	Per Page	\$0.03
<p><b>Electronic Image Endorsement</b></p> <p>Bates numbering branding and/or confidential language stamping on TIFF images.</p>	Per Page	\$0.01
<b>Premium Production Imaging Services</b>	Per Page	\$0.05

**Relativity Data Services and Project Management**  
**Washington State Department of Enterprise Services**  
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<ul style="list-style-type: none"> <li>• Searchable PDF files.</li> <li>• Color images (JPEG or other).</li> <li>• Multi-page text files with pagination.</li> <li>• Single-page text files.</li> </ul>		
<b>Selective Image Creation</b> Post-processing, selective ESI conversion to TIFF image	GB	\$300.00
<b>Production Media</b>		
<b>DVD / CD</b>	Per DVD/CD	\$3.00
<b>32 GB Thumb Drive</b>	Per Drive	\$40.00
<b>64 GB Thumb Drive</b>	Per Drive	\$60.00
<b>1 TB USB Hard Drive</b>	Per Drive	\$200.00
<b>Media Return Fee</b> Cost to return client media or deliver production media.	Per Device	At Cost
<b>Project Management and Support Services</b> Project Management time is billable for client contact throughout project, including consultation on workflow as well as execution of hosting related activities, productions, data management and project disposition services. Relevant examples include: <ul style="list-style-type: none"> <li>• Coordination of collection, processing, production and hosting tasks.</li> <li>• Data receipt, chain of custody creation, logging of media, reporting of media/data at hand, custom audits requested by client.</li> <li>• Data selection from collected/received data.</li> <li>• Data manipulation for custom data sets</li> <li>• Data Staging/compressing for receipt/delivery</li> <li>• Exception handling.</li> <li>• Corrupted file repair, stub matching, custom workflows, encrypted file cracking</li> <li>• Execution of hosting related activities such as document moves, overlays, STRs, layout/user/event handler modification or creation and use/execution of applications.</li> <li>• Any tasks the client/outside counsel can do themselves in the workspace.</li> <li>• Preparing and providing regular status reports, cost estimates and billing.</li> <li>• Custom reporting.</li> <li>• Metadata mapping and overlays.</li> <li>• Transformation or alterations to third-party or opposing party production or processed data.</li> <li>• Third Party/Incoming Productions mapped and loaded to the database.</li> <li>• Custom workflows, metadata exports or report creation.</li> <li>• Project Closure, including data exports and data and media disposition.</li> </ul>	Per Hour	\$175.00

**Relativity Data Services and Project Management**  
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<p><b>Expert Consulting</b>  Consult with the client to define and achieve early case assessment goals. Develop and manage workflow to achieve defined goals. Implement best practices internally and globally with a repeatable defensible methodology. Develop technology assisted review workflow to best implement: Clustering, Categorization, predictive coding. Develop and implement review, production, and custom workflow protocols. Implement best practices and usage of analytics and technology assisted review across all facets of workflow including analysis, review, QC and production. Develop strategy for using TAR across multiple data sets and matters.</p>	Per Hour	\$300.00
<p><b>Relativity User Access</b>  Pass-through charge to Relativity.  <i>*To be billed for all external Relativity users and Consilio reviewers</i></p>	Per Seat Per Month	\$75.00
<p><b>Automated and Native Redaction Services</b>  Service* includes:</p> <ul style="list-style-type: none"> <li>• Running of Blackout tool for workflows that may include; native redaction, automated redaction, or highlighting of documents on the image for aid in redaction. Note that expert consulting and best practice guidance will be billed at Project Management rates</li> </ul>	Per File Redacted or Highlighted	\$0.90

Data Analytics Services	Unit	Rate
<p><b>Analytics Engines and Indexes</b>  Rate includes:</p> <ul style="list-style-type: none"> <li>• Analytics attribute generation including but not limited to, Conceptual Clusters, Email Threading, Language Identification and Textual Near Duplicate Identification.</li> <li>• Enables Consilio to run its Smart Assign application, which optimally sort/sequences documents for review to promote review efficiency and coding consistency. Consilio’s Smart Assign may run optionally with a Continuous Active Learning protocol.</li> </ul>	Document	\$0.04
<p><b>Analytics Engines and Indexes</b>  Rate includes:</p> <ul style="list-style-type: none"> <li>• Analytics attribute generation including but not limited to, Conceptual Clusters, Email Threading, Language Identification and Textual Near Duplicate Identification.</li> <li>• Enables Consilio to run its Smart Assign application, which optimally sort/sequences documents for review to promote review efficiency and coding consistency. Consilio’s Smart Assign may run optionally with a Continuous Active Learning protocol.</li> </ul>	GB	\$50.00

**Sightline Flat Rate Per Project Pricing**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

Client will have ability to self-provision any new project in Sightline in a protected Domain, reserved just for Client. Each provisioned project (by Client) will have its own project code and will be invoiced to Client separately from all other projects.

Sightline Flat Rate Per Project Service Description	Unit	Rate
<p><b>Sightline Flat Rate Per Project Service</b> <i>includes:</i></p> <ul style="list-style-type: none"> <li>• Allowance of 10GB of hosting*</li> <li>• Self-service (by client) drag-and-drop upload and data processing**. This includes metadata extraction, child and embedded object extraction, text extraction, hash value creation, OCR of select image file types, file type filtering, deNIST and duplicate removal. It also includes standard processing summary and exception reports.</li> <li>• Sightline user access (seats).</li> <li>• Sightline analytics including textual near duplicate detection, email threading, conceptual analysis to perform categorization, clustering, and conceptual search and conceptually similar functions.</li> <li>• Self-service (by client) productions and production exports. This function includes production or export configuration including definition of components, TIFF or PDF generation, redaction configuration, sorting and priv checking.</li> <li>• All self-service functions in Sightline including project administration, keyword highlighting, searching, data visualization and culling, batching, review configuration, document review, batch printing and reporting.</li> </ul> <p><i>*Hosting measurement used is Active Data definition</i>  <i>** If Client ships data to Consilio (hard drive shipment or via sFTP) and we process and upload through the backend, Processing Services charge below will apply</i></p>	<p><b>Active Project Pricing:</b> Monthly fee</p>	\$275.00
	<p>Burst Rate Per GB per Month Above Allowance</p>	\$35.00
	<p><b>Inactive Project Pricing:</b> Monthly fee</p>	\$75.00
	<p>Burst Rate Per GB per Month Above Allowance</p>	\$6.00

Hourly Services	Unit	Rate
<p><b>Project Management or Data Technician Labor</b>  Coordinates and oversees all project deliverables and tasks, objectives, and progress among the Consilio and Client project teams.</p> <p>Project Management time is incurred for day-to-day project management tasks of an ongoing project, such as:</p> <ul style="list-style-type: none"> <li>• Coordination of collection, processing, production and hosting tasks.</li> <li>• Preparing and providing regular status reports, cost estimates and billing.</li> <li>• Any tasks the client/outside counsel can do themselves (creating saved searches, printing documents to PDF, etc.).</li> <li>• Custom reporting.</li> <li>• Project Closure, including data exports for deletion.</li> </ul> <p>Technical time is incurred for tasks executed by the Data Operations team that are above and beyond scope, such as:</p> <ul style="list-style-type: none"> <li>• Data processing and upload when data is FTPed to Consilio</li> <li>• Data mapping and upload into Sightline</li> <li>• Data selection from collected/received data.</li> </ul>	Hour	\$175.00

**Sightline Flat Rate Per Project Pricing**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

<ul style="list-style-type: none"><li>• Exception handling.</li><li>• Transforming or alterations to third-party party production or processed data.</li><li>• Custom workflows, metadata exports or report creation.</li><li>• OCR of file types not included in processing standard.</li><li>• Nonstandard client requests such as corrupted file repair, encrypted file cracking, data deletion/destruction or final export at Data Disposition.</li><li>• Data deletion</li></ul>		
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## **A La Carte Document Review (Fixed Cost Per Document)**

### **Washington State Department of Enterprise Services**

### **Master Contract Competitive Solicitation – NO. 10521**

Consilio will provide Managed Document Review Services including the primary components described in the Solutions Overview below for a fixed price per document reviewed. Fixed Per Document Pricing is available for projects exceeding 20,000 documents or a review duration of 5 or more days. If the volume or review duration fall below these thresholds, the project will shift to the Hourly Pricing model.

*Managed Review Services Pricing is included in the Rate Sheets that follow.*

## **REVIEW SOLUTIONS OVERVIEW**

### **A. Document Review Project Design/Planning** *(Fees for this service are included in the “Per Document Fee” charged per document reviewed by Consilio)*

- a. Services to be provided:
  - a1. Define roles and responsibilities of each party (Consilio, Client, Outside Counsel, other)
  - a2. Assist with designing review workflow and appropriate strategy for efficient review of documents
  - a3. Develop training guidelines and review protocol with Client and Outside Counsel
  - a4. Develop review quality management strategy
  - a5. Define review schedule
  - a6. Establish preliminary review budget
- b. Deliverables to be provided:
  - b1. Review workflow and strategy
  - b2. Written training guidelines and review protocol templates
  - b3. Summary of Review quality management approach
  - b4. Preliminary review budget
  - b5. Review schedule

### **B. Apex Review®** *This service runs concurrent with commencement of First Pass Review and typically within 48 hours of review training (Fees for this service are included in the “Per Document Fee” charged per document reviewed by Consilio.)*

**Note: Include this section if applicable**

- a. Services to be provided:
  - a1. Review of a random sample of documents drawn from across the total review population, based on the review protocol and instructions from training
  - a2. Saved search of sample documents provided to counsel (typically within 48 hours) along with initial analysis summarizing the types of documents encountered in the sample
  - a3. Request for feedback from counsel, following their review of the sample set, regarding the accuracy and application of the review tagging and decisions
  - a4. Integration of counsel’s feedback to the review protocol, as appropriate
- b. Deliverables to be provided:
  - b1. Agreed review strategy reflecting outcome of Apex Review for discussion with Client and outside counsel
  - b2. Updated review protocol as directed by Client or outside counsel
  - b3. Updated estimate of document review fees, if needed

### **C. First Pass Document Review and Tagging** *(Fees for this service are included in the “Per Document Fee” charged per document reviewed by Consilio)*

- a. Services to be provided:
  - a1. First pass review team staffing and onboarding
  - a2. Review database set-up for hosted data

**A La Carte Document Review (Fixed Cost Per Document)**

**Washington State Department of Enterprise Services**

**Master Contract Competitive Solicitation – NO. 10521**

- a3. Reviewer training, up to 2% of Total Project Time
- a4. Project management and review team leadership
- a5. First pass document review and tagging (responsiveness/privilege/confidentiality/basic issue coding)
- a6. Consilio led quality management process, up to 10% of Total Project Time
- a7. Standard reporting on review progress and coding metrics
- a8. Activities to integrate with client and legal team
- a9. Basic saved searches containing the results of review work product for secondary review
- a10. All required equipment and facilities such as workstations and computers

b. Examples of Services **not included** in First Pass Document Review and Tagging:

- b1. Overtime or weekend work
- b2. Supplemental Review Workflows including but not limited to: redaction, second pass review, privilege review and log preparation, audio/chat/message review, bibliographic coding, activities involving typing and deposition preparation
- b3. Training time beyond 2% or Quality Management beyond 10% of Total Project Time
- b4. Review of documents in a language other than English
- b5. Advanced search creation and outside counsel review workflow management
- b6. Technical issue resolution
- b7. Custom reporting
- b8. Use of analytics tools
- b9. Review Downtime that is not a result of Consilio's system or workflow
- b10. Production management

c. Deliverables to be provided:

- c1. A complete set of reviewed documents subject to Consilio's quality management process
- c2. Daily review progress reports
- c3. Decision and Feedback logs

**D. Detailed Privilege Review and Tagging** – If engaged, Consilio will conduct a detailed privilege review on documents confirmed to be responsive and potentially privileged in the first pass document review. The detailed privilege review includes: *(Fees for this service are billed at the hourly rates described below)*

a. Services to be provided:

- a1. Privilege review team staffing
- a2. Project management and review team leadership
- a3. Privilege document review, tagging and logging
- a4. Consilio led quality management process
- a5. Privilege log generation
- a6. Redactions as needed

b. Deliverables to be provided:

- b1. A complete set of review documents, each including:
  - b1.1. A privilege review decision and type where applicable
  - b1.2. As appropriate, detailed tags or inputs for the privilege log description
- b2. Daily review progress reports
- b3. Decision and Feedback logs
- b4. Formatted privilege log export

**E. Litigation Support Services** *(Fees for these services are billed at the hourly rates described below)*

a. Services to be provided: Additional requests for support from Client or end users not covered in the services supplied in Section C including but not limited to the below.

- a1. Ad hoc and/or advanced search and tag requests at the request of Client or outside counsel

**A La Carte Document Review (Fixed Cost Per Document)**

**Washington State Department of Enterprise Services**

**Master Contract Competitive Solicitation – NO. 10521**

- a2. Ad hoc end-user support for hosted data at the request of Client or outside counsel
- a3. Technology management and project management support outside the scope of the per document first pass review
- a4. Review workflow consultation, set-up and reporting for Client or outside counsel’s review

**REVIEW SOLUTIONS RATE SHEETS**

<b>Managed Document Review – Fixed Price Per Document Minimum Volume: 20,000 Files   Minimum Review Duration: 5 Days</b>	<b>Unit</b>	<b>Rate</b>
<b>Scope of Analysis – Responsiveness, Privilege and Confidentiality</b>		
<b>Secure Virtual Review - Barred - No Issue Codes</b>	Document	\$1.09
<b>Secure Virtual Review - Barred - 1 to 5 Issue Codes</b>	Document	\$1.19
<b>Secure Virtual Review - Barred - 6 to 10 Issue Codes</b>	Document	\$1.29
<b>Secure Virtual Review - JD - No Issue Codes</b>	Document	\$1.00
<b>Secure Virtual Review - JD - 1 to 5 Issue Codes</b>	Document	\$1.10
<b>Secure Virtual Review - JD - 6 to 10 Issue Codes</b>	Document	\$1.20
<b>Gurgaon India - Qualified - No Issue Codes</b>	Document	\$0.44
<b>Gurgaon India - Qualified - 1 to 5 Issue Codes</b>	Document	\$0.49
<b>Gurgaon India - Qualified - 6 to 10 Issue Codes</b>	Document	\$0.54

<b>Managed Document Review – Hourly Services</b>	<b>Unit</b>	<b>Rate</b>
<b>Secure Virtual Review - Barred - 1st Level Reviewer</b>	Hour	\$43.00
<b>Secure Virtual Review - Barred - Quality Control</b>	Hour	\$65.00
<b>Secure Virtual Review - Barred- Review Project Management</b>	Hour	\$125.00
<b>Secure Virtual Review - JD - 1st Level Reviewer</b>	Hour	\$40.00
<b>Secure Virtual Review - JD - Quality Control</b>	Hour	\$62.00
<b>Secure Virtual Review - JD - Review Project Management</b>	Hour	\$125.00

**A La Carte Document Review (Fixed Cost Per Document)**

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<b>Managing Attorney</b>	Hour	\$175.00
<b>Gurgaon India - Qualified - 1st Level Reviewer</b>	Hour	\$24.00
<b>Gurgaon India - Qualified - Quality Control</b>	Hour	\$24.00
<b>Gurgaon India - Qualified - Review Project Management</b>	Hour	\$45.00

<b>Overtime Work</b>	Per Hour	OT is the greater of 1.5x Hourly Rate or Department of Labor OT Requirements
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**A La Carte Document Review (Hourly)**  
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Consilio will provide Managed Document Review Services including the primary components described in the Solutions Overview below on an hourly basis. The scope of Review Services will be directed by the Client.

*Hourly Managed Review Services Pricing is included in the Rate Sheets that follow.*

**REVIEW SOLUTIONS OVERVIEW**

Managed Document Review Services typically includes the following activities. The scope of Review Services is subject to Client's directive:

**F. *Document Review Project Design/Planning***

- a1. Services to be provided: Define roles and responsibilities of each party (Consilio, Client, Outside Counsel, other)
- a2. Assist with designing review workflow and appropriate strategy for efficient review of documents
- a3. Develop training guidelines and review protocol with Client and Outside Counsel
- a4. Develop review quality management strategy
- a5. Define review schedule
- a6. Establish preliminary review budget
  
- b. Deliverables to be provided:
  - b1. Review workflow and strategy
  - b2. Written training guidelines and review protocol templates
  - b3. Summary of Review quality management approach
  - b4. Preliminary review budget
  - b5. Review schedule

**G. *Apex Review® This service runs concurrent with commencement of First Pass Review and typically within 48 hours of review training***

**Note: Include this section if applicable**

- a. Services to be provided:
  - a1. Review of a random sample of documents drawn from across the total review population, based on the review protocol and instructions from training
  - a2. Saved search of sample documents provided to counsel (typically within 48 hours) along with initial analysis summarizing the types of documents encountered in the sample
  - a3. Request for feedback from counsel, following their review of the sample set, regarding the accuracy and application of the review tagging and decisions
  - a4. Integration of counsel's feedback to the review protocol, as appropriate
  
- b. Deliverables to be provided:
  - b1. Agreed review strategy reflecting outcome of Apex Review for discussion with Client and outside counsel
  - b2. Updated review protocol as directed by Client or outside counsel
  - b3. Updated estimate of document review fees, if needed

**H. *First Pass Document Review and Tagging***

- a. Services to be provided:
  - a1. First pass review team staffing and onboarding
  - a2. Review database set-up for hosted data
  - a3. Reviewer training, typically up to 2% of Total Project Time

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- a4. Project management and review team leadership
- a5. First pass document review and tagging (responsiveness/privilege/confidentiality/basic issue coding)
- a6. Consilio led quality management process, typically up to 10% of Total Project Time
- a7. Standard reporting on review progress and coding metrics
- a8. Activities to integrate with client and legal team
- a9. Basic saved searches containing the results of review work product for secondary review

- d. Additional Managed Document Review Services may also be provided at Client's directive:
  - b1. Overtime or weekend work
  - b2. Supplemental Review Workflows including but not limited to: redaction, second pass review, privilege review and log preparation, audio/chat/message review, bibliographic coding, activities involving typing and deposition preparation
  - b3. Additional training or quality management time requested by Client or Counsel
  - b4. Review of documents in a language other than English
  - b5. Technical issue resolution
  - b6. Custom reporting
  - b7. Review Downtime that is not a result of Consilio's system or workflow
  - b8. Production management
- e. Deliverables to be provided:
  - c4. A complete set of reviewed documents subject to Consilio's quality management process
  - c5. Daily review progress reports
  - c6. Decision and Feedback logs

I. ***Detailed Privilege Review and Tagging*** – If engaged, Consilio will conduct a detailed privilege review on documents confirmed to be responsive and potentially privileged in the first pass document review. The detailed privilege review includes:

- a. Services to be provided:
  - b1. Privilege review team staffing
  - b2. Project management and review team leadership
  - b3. Privilege document review, tagging and logging
  - b4. Consilio led quality management process
  - b5. Privilege log generation
  - b6. Redactions as needed
- c. Deliverables to be provided:
  - c1. A complete set of reviewed documents, each including:
    - b1.1. A privilege review decision and type where applicable
    - b1.2. As appropriate, detailed tags or inputs for the privilege log description
  - b5. Daily review progress reports
  - b6. Decision and Feedback logs
  - b7. Formatted privilege log export

J. ***Litigation Support Services***

- b. Services to be provided: Additional requests for support from Client or end users not covered in the services supplied in Section C including but not limited to the below.
  - a5. Ad hoc and/or advanced search and tag requests at the request of Client or outside counsel
  - a6. Ad hoc end-user support for hosted data at the request of Client or outside counsel
  - a7. Technology management and project management support outside the scope of the per document first pass review
  - a8. Review workflow consultation, set-up and reporting for Client or outside counsel's review

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**REVIEW SOLUTIONS RATE SHEETS**

Managed Document Review – Hourly Services	Unit	Rate
Secure Virtual Review - Barred- 1st Level Reviewer	Hour	\$43.00
Secure Virtual Review - Barred - Quality Control	Hour	\$65.00
Secure Virtual Review - Barred - Review Project Management	Hour	\$125.00
Secure Virtual Review - JD - 1st Level Reviewer	Hour	\$40.00
Secure Virtual Review - JD - Quality Control	Hour	\$62.00
Secure Virtual Review - JD - Review Project Management	Hour	\$125.00
Managing Attorney	Hour	\$175.00
Gurgaon India - Qualified - 1st Level Reviewer	Hour	\$24.00
Gurgaon India - Qualified - Quality Control	Hour	\$24.00
Gurgaon India - Qualified - Review Project Management	Hour	\$45.00

Additional Document Review Services	Unit	Rate
<p><b>Litigation Support Services</b></p> <ul style="list-style-type: none"> <li>• Advanced search creation</li> <li>• Outside counsel review workflow management</li> <li>• Technical issue resolution</li> <li>• Custom reporting</li> <li>• Production management</li> </ul>	Hour	\$175.00
<p><b>Document Removal Fee for Analytics Reduction in Review Population</b></p> <ul style="list-style-type: none"> <li>• Non-Responsive File Removal and Initial Targeted Review: <ul style="list-style-type: none"> <li>• The use of Consilio proprietary tools to identify buckets of documents in the potential review population that can either be disregarded as clearly Not Responsive, or quickly dispositioned without being put into the standard review workflow.</li> </ul> </li> <li>• Predictive Coding and Continuous Active Learning workflows: <ul style="list-style-type: none"> <li>• The use of Consilio’s TAR workflow and applications to identify likely responsive documents, enabling the reduction of the review population by front loading Responsive material for immediate review.</li> </ul> </li> <li>• Search Term Optimization: <ul style="list-style-type: none"> <li>• The use of analytics tools, statistical analysis and sampling to provide defensible refinements to proposed search terms to establish the smallest</li> </ul> </li> </ul>	Per Document Removed	\$0.25

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<p>review population possible while still locating the most Responsive materials possible.</p>		
<p><b>Overtime Work</b></p>	<p>Per Hour</p>	<p>OT is the greater of 1.5x Hourly Rate or Department of Labor OT Requirements</p>

**Audio Review**  
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Audio Data Processing and Upload Service	Unit	Rate
<p><b>Audio Data Processing and Upload Service</b> <i>includes:</i></p> <ul style="list-style-type: none"> <li>• Data receipt of Ingested Data , metadata extraction, hash value creation and duplicate removal.</li> <li>• Delivery of standard processing reports including exception reports.</li> <li>• Conversion of audio records from native format into MP3 format.</li> <li>• Data export to standard load file and loading data into the review platform.</li> </ul> <p style="text-align: right;">Audio Data Processing and Upload Services</p>	GB*	\$75.00
<p><b>Optional “Dead Space” trimming</b>            In order to reduce the total number of hours in the hosted (and/or phonetically indexed) corpus, Consilio can optionally trim out extended quiet periods (i.e.; “dead space”) from the audio corpus. This is often necessary for open microphone/speakerbox audio files.</p> <p>Minimum project fee for Optional “Dead Space” Trimming is \$2,500.  <i>*Billed against Ingested Data volume</i></p>	Hour	\$1.00

Audio Data Mapping and Upload Service Description	Unit	Rate
<p><b>Audio Data Mapping and Upload Services</b>            Often, audio files are delivered with an ancillary metadata file that may include archive system data related to originating call line, call duration, number of parties on call, etc.</p> <p><i>Rate includes:</i>            Receipt of ancillary metadata file, mapping of fields into database using unique file key, QC assurance of data mapping, and upload into review software</p>	Hour	\$150.00

Audio Phonetic Indexing and Searching Description	Unit	Rate
<p><b>Audio Phonetic Indexing and Searching Service</b>            Consilio will create a phonetic index of all audio records uploaded into Sightline. This technology-based solution will break down speech in the audio files to create a phonetic index that can be used for key phrase searching.</p> <p>Search results will enable the case team to cull the reviewed population, as well as prioritize select records into review, as well as QC audio review. Phonetic search hits will present within the Enhanced Audio Player which will speed review and lower review expense.</p> <p style="text-align: right;">Index Creation, One Time</p>	Hour	\$45.00

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Project Minimum for Index Creation: \$10,000		
Index Access Recurring Monthly Charge (Under 5,000 hours)	Per Hour Indexed, Monthly	\$1.85
Index Access Recurring Monthly Charge (Over 5,000 hours)	Per Hour Indexed, Monthly	\$0.90

Hourly Services	Unit	Rate
<p><b>Project Management</b>  Specialty-trained Project Management resources with experience and expertise in supporting audio matters. Coordinates and oversees all project deliverables and tasks, objectives, and progress among the Consilio and Client project teams.</p> <p>Project Management time is incurred for day-to-day project management tasks of an ongoing project, such as:</p> <ul style="list-style-type: none"> <li>• Coordination of collection, processing, production and hosting tasks.</li> <li>• Consultative guidance on audio search construction and workflow</li> <li>• Preparing and providing regular status reports, cost estimates and billing.</li> <li>• Any tasks the client/outside counsel can do themselves (creating saved searches, printing documents to PDF, etc.).</li> <li>• Custom reporting, Project Closure, including data exports for deletion.</li> </ul>	Hour	\$175.00
<p><b>Data Technician</b>  Technical time is incurred for tasks executed by the Data Operations team that are above and beyond scope, such as:</p> <ul style="list-style-type: none"> <li>• Data selection from collected/received data.</li> <li>• Exception handling.</li> <li>• Nonstandard metadata mapping and overlays.</li> <li>• Transforming or alterations to third-party or opposing party production or processed data.</li> <li>• Custom workflows, metadata exports or report creation.</li> <li>• OCR of file types not included in processing standard.</li> <li>• Nonstandard client requests such as corrupted file repair, encrypted file cracking, data deletion/destruction or final export at Data Disposition.</li> <li>• Data deletion</li> </ul>	Hour	\$175.00

Hosting Service Description	Unit	Rate
<p><b>Sightline User Access</b>  Sightline User Access includes full access to Enhanced Audio Review functionality in Sightline.</p> <p><i>*To be billed for all external Sightline users and reviewers</i></p>	User	\$45.00

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<b>Active Data Hosting in Sightline</b>  Active Data Hosting in Sightline (If Audio Phonetic Index is accessible)	Per GB/Per Month	\$5.00
<b>Active Data Hosting in Sightline</b>  Active Data Hosting in Sightline (If Audio Phonetic Index is inaccessible)	Per GB/Per Month	\$10.00
<b>Active Data Hosting in Sightline</b>  Active Data Hosting in Sightline (Non-audio data)	Per GB/Per Month	\$10.00
<b>Inactive Data or Archived Data Storage</b>	Per GB/Per Month	\$5.00
<b>Database Restoration of Archive Workspace to Active</b> <i>*Minimum eight (8) hours billable time.</i>	Hour	\$150.00

<b>Production and Production Export Service Description</b>	<b>Unit</b>	<b>Rate</b>
<b>Production or Export Technical Time</b> The actual technical time spent to complete the production or production export will be charged, including production preparation, manipulation, QC, copying and other technical tasks required to complete and deliver a production or export to Client’s specifications.	Hour	\$150.00
<b>Production Media</b>		
<b>DVD / CD</b>	DVD	\$3.00
<b>16 GB Thumb Drive</b>	Drive	\$20.00
<b>32 GB Thumb Drive</b>	Drive	\$40.00
<b>1 TB USB Hard Drive</b>	Drive	\$250.00
<b>Media Storage</b> Securely store and maintain chain of custody for source Client media from collections or provided by the client.	Device	\$25.00
<b>Media Return Fee</b> Cost to return client media or deliver production media.	Device	\$0.00

**Video Review**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

Video Data Processing, Upload Service, Phonetic Indexing and Searching Description	Unit	Rate
<b>Video Data Processing, Upload Service, Phonetic Indexing and Searching includes:</b> <ul style="list-style-type: none"> <li>Data receipt of Ingested Data, metadata extraction, hash value creation and duplicate removal.</li> <li>Delivery of standard processing reports including exception reports.</li> <li>Data export to standard load file and loading data into the review platform.</li> <li>Separation of audio tracks from video files</li> <li>Creation of phonetic index that can be used for key phrase searching</li> </ul> <p>In order to enable searching the audio tracks of the video files, Consilio will create a phonetic index of all video records uploaded into Sightline. This solution will break down speech in the audio files to create a phonetic index that can be used for key phrase searching.</p> <p>Search results will enable the case team to cull the reviewed population, as well as prioritize select records into review, as well as QC audio review. Phonetic search hits will present within the Enhanced Audio Player which will speed review and lower review expense.</p>		
Video Data Processing , Upload Service, With Index Creation (First 2,000 hours)	Per Hour	\$35.00
Video Data Processing , Upload Service, With Index Creation (hours 2,001 - 5000)	Per Hour	\$30.00
Video Data Processing , Upload Service, With Index Creation (hours 5,001 - 10,000)	Per Hour	\$20.00
Video Data Processing , Upload Service, With Index Creation (hours 10,001 and up)	Per Hour	\$10.00
Video Data Processing , Upload Service, Without Index Creation (First 2,000 hours)	Per Hour	\$25.00
Video Data Processing , Upload Service, Without Index Creation (hours 2,001 - 5,000)	Per Hour	\$20.00
Video Data Processing , Upload Service, Without Index Creation (hours 5,001 - 10,000)	Per Hour	\$12.00
Video Data Processing , Upload Service, Without Index Creation (hours 10,001 and up)	Per Hour	\$5.00
Index Access Recurring Monthly Charge (Under 5,000 hours)	Indexed, Monthly	\$1.85
Index Access Recurring Monthly Charge (Over 5,000 hours)	Per Hour Indexed, Monthly	\$0.90

Video Redaction & Upload Service Description	Unit	Rate
<b>Video Redaction and Upload Service</b> For videos that need to be redacted, Consilio has provided a dedicated infrastructure of specialty graphics-processor unit servers (GPUs), Citrix secure desktops and AI-driven video redaction software. Videos redacted will be securely stored on Citrix VM storage and will periodically be overlaid into Sightline, enabling further review and productions.		
<i>Rate includes:</i> <ul style="list-style-type: none"> <li>Dedicated infrastructure to support high-compute needed for video redaction</li> <li>Video redaction software enabled by artificial intelligence</li> <li>Citrix desktops and dedicated network storage</li> <li>Transfer of redacted video from Citrix VM</li> <li>Mapping redacted video into Sightline</li> </ul>		
<i>* GPU licenses are calculated on the last day of the month and account for the maximum number of users in that month. Where a GPU License has remained inactive for a duration of 30 days, the license will automatically be deactivated with the Client incurring no further costs.</i>		
	GPU License Per Reviewer, Per Month*	\$110.00

**Video Review**  
**Washington State Department of Enterprise Services**  
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Hourly Services	Unit	Rate
<p><b>Project Support for Video Matters</b>  Specialty-trained Project Management resources with experience and expertise in supporting video matters. Coordinates and oversees all project deliverables and tasks, objectives, and progress among the Consilio and Client project teams.</p> <ul style="list-style-type: none"> <li>• Coordination of collection, processing, production, and hosting tasks.</li> <li>• Consultative guidance on audio for video search construction and workflow, including video redactions.</li> <li>• Preparing and providing regular status reports, cost estimates and billing.</li> <li>• Any tasks the client/outside counsel can do themselves (creating saved searches, printing documents to PDF, etc.).</li> <li>• Custom reporting.</li> <li>• Project Closure, including data exports for deletion.</li> <li>• Video ancillary metadata file manipulation.</li> <li>• Data mapping/loading into Sightline.</li> <li>• Data selection from collected/received data.</li> <li>• Exception handling.</li> <li>• Nonstandard metadata mapping and overlays.</li> <li>• Transforming or alterations to third-party or opposing party production or processed data.</li> <li>• Custom workflows, metadata exports or report creation.</li> <li>• OCR of file types not included in processing standard.</li> <li>• Nonstandard client requests such as corrupted file repair, encrypted file cracking, data deletion/destruction or final export at Data Disposition.</li> <li>• Data deletion.</li> </ul>	Per Hour	\$175.00

Hosting Service Description	Unit	Rate
<p><b>Sightline User Access*</b>  Sightline User Access includes full access to Enhanced Video Review functionality in Sightline.</p> <p><i>*To be billed for all external Sightline users and reviewers</i></p>	Per Seat, Per Month	\$50.00
<p><b>Active Data Hosting in Sightline - For Video Data</b></p>	Per GB/Per Month	\$10.00
<p><b>Active Data Hosting in Sightline - For Non-Video Data</b></p>	Per GB/Per Month	\$10.00
<p><b>Inactive Data or Archived Data Storage</b></p>	Per GB/Per Month	\$5.00
<p><b>Database Restoration of Archived Workspace to Active*</b>  <i>*Minimum eight (8) hours billable time.</i></p>	Per Hour	\$150.00

**Paper Services**  
**Washington State Department of Enterprise Services**  
**Master Contract Competitive Solicitation – NO. 10521**

Paper Service Description	Unit	Rate
<b>Heavy Litigation B/W Scanning</b> <ul style="list-style-type: none"> <li>• 500 scans per hour</li> <li>• Includes OCR and deliverable</li> </ul>	Per Page	\$0.16
<b>Glass B/W Scanning</b> <ul style="list-style-type: none"> <li>• 300 scans per hour</li> <li>• Includes OCR and deliverable</li> </ul>	Per Page	\$0.22
<b>Color Scanning</b>	Per Page	\$0.49
<b>Off-shore Coding (Doc Title, Doc Date, etc.)</b>	Per Field Per Doc	\$0.08
<b>Technical Time</b>	Per Hour	\$175.00

**INSURANCE REQUIREMENTS**

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.
  - e. **TECHNOLOGY ERRORS & OMISSIONS INSURANCE.** Technology errors and omissions insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract. Limits are \$2,000,000 per claim/annual aggregate.
  - f. **TECHNOLOGY PROFESSIONAL LIABILITY & CYBER LIABILITY INSURANCE.** TECHNOLOGY PROFESSIONAL LIABILITY & CYBER LIABILITY INSURANCE. Contractor agrees to purchase and maintain throughout the term of this Contract a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Contract:
    - Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;

- Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

with an aggregate of \$6million. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Contractor or an independent contractor working on behalf of Contractor in performing services under this Contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Contract for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Contractor

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services via email, and shall be sent to the email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

DESContractsTeamApple@des.wa.gov

Email: *Note:* For Email notice, the Email Subject line must state:  
**Contract Insurance Certificate – Contract No. 10521 –\_Discovery Services**

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*