



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

State of West Virginia Master Agreement

Order Date: 03-26-2024

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

| | | | |
|-----------------------|--|--------------------------|-----------------------------|
| Order Number: | CMA 1600 1600 SOS2400000004 1 | Procurement Folder: | 1279312 |
| Document Name: | Hosting of the SVRS & Campaign Finance System | Reason for Modification: | AWARD OF CSSD SOS2400000001 |
| Document Description: | Hosting: Statewide Voter Reg & Campaign Finance System | | |
| Procurement Type: | Central Sole Source | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2023-09-01 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2024-06-30 |

| VENDOR | | | | DEPARTMENT CONTACT | | | |
|---------------------------|-------------------------|----------------------------|----------------------|---|------------------|--|--|
| Vendor Customer Code: | VC0000113233 | | | Requestor Name: | Kayla Breeden | | |
| CIVIX | | | | Requestor Phone: | (304) 558-6000 | | |
| 400 INTERNATIONAL PARKWAY | | | | Requestor Email: | KAYLAH@WVSOS.COM | | |
| HEATHROW | FL | 32746-5037 | | | | | |
| US | | | | <div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div> | | | |
| Vendor Contact Phone: | 6143389113 | Extension: | | | | | |
| Discount Details: | | | | | | | |
| | Discount Allowed | Discount Percentage | Discount Days | | | | |
| #1 | No | 0.0000 | 0 | | | | |
| #2 | No | | | | | | |
| #3 | No | | | | | | |
| #4 | No | | | | | | |

| INVOICE TO | SHIP TO |
|---|--|
| CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US | SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US |

3-26-24 6L

| | |
|---------------------|----------|
| Total Order Amount: | Open End |
|---------------------|----------|

Purchasing Division's File Copy

JLW 3/26/24
PURCHASING DIVISION AUTHORIZATION
 DATE: *Mar 26 - 3/26/2024*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John L. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *3-28-24*
 ELECTRONIC SIGNATURE ON FILE

3/28/2024

Extended Description:

DIRECT AWARD PURCHASE

This Purchase Order constitutes the acceptance of contract made by and between the State of West Virginia for the Agency, the West Virginia Secretary of State and the Vendor, Civix, of Heathrow, FL for a contract to provide Hosting of the Statewide Voter Registration System and the Campaign Finance Reporting System (SVRS), per the Order of Precedent, Terms and Conditions, and Vendor's quoted Scope of Work as attached.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------------------------|
| 1 | 81112200 | | | EA | 55000.000000 |
| | Service From | Service To | | | Service Contract Amount |
| | | | | 0.00 | |

Commodity Line Description: Voter Registration and Election Management Hosting

Extended Description:

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|--------------------------------|
| 2 | 81112200 | | | EA | 55000.000000 |
| | Service From | Service To | | | Service Contract Amount |
| | | | | 0.00 | |

Commodity Line Description: Campaign Finance Hosting

Extended Description:

STATE OF WEST VIRGINIA
ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT

THIS ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT, by and between Civix ("Vendor") and the West Virginia Secretary of State ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the [] solicitation identified as West Virginia SVRS Hosting, (the "Contract") and to add certain required contract terms to the Contract.

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Addendum - First in priority (subject to the provisions of West Virginia Code § 5A-3-62).
 - b. Additional State Documents (if any) attached hereto as Exhibit A – Second Priority.
 - c. Vendor Quote, and Scope of Work (if any), attached hereto as Exhibit B – Third Priority.
 - d. Additional Vendor Documents Attached hereto as Exhibit C – Fourth Priority.
2. **Additional Contract Terms.** The following additional terms are added to the Contract.
 - a. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
 - b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.
 - c. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
 - d. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the

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

- e. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:
<http://www.state.wv.us/admin/purchase/privacy/default.html>.
- f. **ISRAEL BOYCOTT:** Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.
- g. **NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- h. **LIMITATION OF LIABILITY:** In no event shall either Party be liable to the other for any punitive, special, incidental or consequential damages, lost profits or any other indirect damages, even if that Party has been informed of the possibility thereof. Notwithstanding any provision to the contrary contained in this Agreement, and except for indemnification obligations and damages related to a Party's breach of its confidentiality obligations or a Party's breach of its obligations set forth in subsection 2(i) of this Agreement, a Party's maximum liability for any claim, to include breach of contract or tort (including negligence), arising under or otherwise to this contract shall in no event exceed the value of this agreement.

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

The Parties are signing this Agreement on the date stated below the signature.

VENDOR: Civix

STATE AGENCY: WV Secretary of State

Printed Name: Phillip Braithwaite

Printed Name: DONALD KESSEY

Signature:  Phillip Braithwaite
4AAC4AAEF32841C...

Signature:  Donald Kessey

Title: CEO

Title: CHIEF OF STAFF

Date: 2/27/2024

Date: 2/29/2024

Exhibit A – OTHER STATE DOCUMENTS
(If none included then there are no other state documents)

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of 1 Year
September 1, 2023 - August 31, 2024. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 3 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

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

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Vendor hereby warrants and represents that it shall maintain continuous insurance coverage, and shall provide agency with proof of coverage upon written request. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.
- Automobile Liability Insurance in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.
- Cyber Liability Insurance in an amount of: \$3,000,000 (minimum) per occurrence.
- Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance in an amount of: _____ per occurrence.
- Aircraft Liability in an amount of: _____ per occurrence.
-
-
-
-

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

- _____ for _____
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Brittany Leonard, General Counsel

(Address) 400 International Parkway, Ste. 440, Heathrow, FL 32746

(Phone Number) / (Fax Number) 504.304.2500 / 504.304.2525

(Email address) legal@gocivix.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Civix

(Company)

DocuSigned by:

Phillip Braithwaite

#AAGCAAEF32M1C

(Signature of Authorized Representative)

Phillip Braithwaite, CEO

2/27/2024

(Printed Name and Title of Authorized Representative) (Date)

504.304.2500 / 504.304.2525

(Phone Number) (Fax Number)

legal@gocivix.com

(Email Address)

**Exhibit B – VENDOR QUOTE
(and scope of work if applicable)**



JULY 21, 2023



Hosting: Election Management Platform and Campaign Finance System

WEST VIRGINIA SECRETARY OF STATE

STATEMENT OF WORK

CONTACT

Karen Gee, *Strategic Accounts Director*
kgee@GoCivix.com
Dir. 614.338.9113

SUBMITTED BY

Civix
400 International Parkway, Suite 400
Heathrow, FL 32746-5037



July 21, 2023

Mr. Chuck Flannery
Deputy Secretary & Chief of Staff
West Virginia Secretary of State
1900 Kanawha Blvd. E
Charleston, WV 25305

Dear Mr. Flannery,

Civix is pleased to submit this Statement of Work (SOW) for the hosting of the Voter Registration/Election Management and Campaign Finance Systems for the West Virginia Secretary of State. Civix's mission is to simplify government through a modern digital approach by delivering industry-leading systems for Secretary of State offices across the country. These systems set the new standard for government agencies and we are confident that the State and your constituents will benefit from our services that go above and beyond.

This SOW details the steps and tasks Civix will take to assist West Virginia Secretary of State with hosting of the above-named systems. By using Civix to provide hosting and managed services support, West Virginia will see the advantage of centralized accountability. Civix will assume responsibility for security, compliance, system performance and disaster recovery.

At Civix, we empower our government partners to leverage innovative solutions to drive improved solutions for constituents. This approach has earned us a variety of national recognitions, including being named a GovTech top 100 company since 2018.



We look forward enhancing our partnership with the State of West Virginia, as a partner in delivering efficient Voter Registration, Election Management and Campaign Finance services for your residents. Our mission is to be a partner to deliver a modern digital experience to your citizens that is as efficient for them, as it is for you. If you find you have any questions regarding this SOW, please contact Karen Gee who can be reached via email at kgee@gocivix.com or by phone at 614.338.9113. Please note that pricing in this SOW is guaranteed until August 31, 2023.

Regards,

A handwritten signature in black ink, appearing to read 'Tom Amburgey'.

Tom Amburgey
Chief Executive Officer, Civix



Table of Contents

| | |
|---|-----------|
| 1. Scope of Work | 3 |
| 2. Professional Services | 4 |
| 2.1. PROJECT SCHEDULE | 4 |
| 2.2. CIVIX RESPONSIBILITIES | 4 |
| 2.3. WEST VIRGINIA RESPONSIBILITIES | 4 |
| 3. Point of Contact | 6 |
| 4. Physical Security | 7 |
| 5. Resiliency/Availability | 8 |
| 6. Incident Response Plan | 9 |
| 7. Service Level Agreement (SLAs) | 10 |
| 8. Cost | 11 |
| 8.1. VOTER REGISTRATION AND ELECTION MANAGEMENT | 11 |
| 8.2. CAMPAIGN FINANCE | 11 |
| 9. Assumptions | 12 |
| 10. Signatures | 13 |

This proposal contains proprietary and confidential information of Civix and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of Civix.



1. Scope of Work

Civix will host the Production and UAT environments of the West Virginia instance of the Voter Registration/Election Management and Campaign Finance Platforms.

The Term of the agreement is from August 1, 2023 until June 30, 2024, with the option to renew the agreement in three one-year increments.

Civix will work with the West Virginia Secretary of State's team to migrate the applications from the current West Virginia managed environment to the Civix managed environment. This document defines those application environments to be migrated as:

- 1) Current production versions of Voter Registration/Election Management and the Campaign Finance Platforms.
- 2) User Acceptance Test environment for both platforms mentioned in item 1 above.
- 3) Read-only on demand instance of Voter Registration/Election Management known to West Virginia and Civix as "2.0". This environment is still occasionally used for data verification.

Civix currently uses Amazon Web Services to provide hosting and Amazon Managed Services to provide managed services support for the environment.



2. Professional Services

The steps that Civix will take to move from the West Virginia Hosted Environment to the Civix Hosted Environment are as follows:

- 1) Install a replication agent on each source server that will be migrated with WV SOS observation.
- 2) Import the migrated servers into the AWS Cloud Environment
- 3) Test the migrated application and assure that all data has been migrated.
- 4) Point the public and internal URLs used for each system to the new environment.
- 5) Uninstall the replication agent.

2.1. PROJECT SCHEDULE

The migration project is assumed to take approximately 30 days from project start to complete. Cutover to the new environments will be made over a weekend.

2.2. CIVIX RESPONSIBILITIES

During the migration effort, Civix will:

- 1) Provide the replication agent and instructions on installation.
- 2) Verify the installation of all servers in the AWS Environment.
- 3) Access each environment as a user and execute a short subset of functional tests to confirm that the environments are operational.
- 4) Provide access to the new environments to the West Virginia Secretary of State staff.

2.3. WEST VIRGINIA RESPONSIBILITIES

During the migration effort, Civix will require the assistance of the West Virginia Secretary of State staff to:

- 1) Install the replication agent on the West Virginia Managed Environment(s).
- 2) Provide a list of all servers to be migrated.
- 3) Assist Civix in the verification of server installation in the AWS Environment.
- 4) Conduct testing on each environment as a user and execute a subset of functional tests defined by the West Virginia staff.



- 5) Work with the West Virginia Office of Information Technology to transition URLs from the West Virginia managed environments to the Civix managed environments.
- 6) Decommission the West Virginia Managed environments.



3. Point of Contact

West Virginia Secretary of State Staff should submit notifications to Civix regarding a performance issue via the Client Success Support Desk.

| Item | Description |
|-----------------------------|--|
| Eligible Users | Designated WV SOS staff |
| Helpdesk Support Level | Level 2 |
| Client Success Center Hours | 8am – 5pm EST Monday through Friday with the exception of State and Federal Holidays. Note: Election Day is not a Civix holiday. |
| Telephone Number | 888.GoC1v1x (888.462.1819) |
| Client Success Email | support@gocivix.com Available 24/7; monitored during business hours stated above |
| Client Success Response | The Client Success Center will respond to users per the Service Levels detailed in Section 7. Requests received during non-business hours will be addressed the next business day. |

4. Physical Security

Civix leverages AWS and Cloud-based technologies to provision our service. Our Cloud storage vendor is a global industry leader and is the primary storage location for clients with the data residing in the United States. The data center is FedRAMP certified and located in the United States. This data center also has temporary backup facilities for clients for failover over or other temporary support. Our infrastructure is located in a private, locked cage in an environmentally controlled facility that includes 24x7x365 monitoring and backup power. In both cases, access to our equipment is tightly controlled and only authorized personnel are permitted access.



5. Resiliency/Availability

Civix's goal is to ensure our services are available to the citizens of West Virginia at all times. As every system requires maintenance, we have regularly planned maintenance windows during which times we complete all essential maintenance work. We may also perform emergency maintenance from time to time. We provide notice well in advance of any maintenance that may require a service outage. We also endeavor to work with the West Virginia team to schedule those outages at times that are convenient.

6. Incident Response Plan

Civix follows the four phases of the incident response life cycle from NIST SP 800-61 R2:

1. **Preparation:** Incident prevention is fundamental to the success of incident response programs. Therefore, incident response methodologies typically emphasize preparation—not only establishing an incident response capability so that the organization is ready to respond to incidents, but also preventing incidents by ensuring that systems, networks, and applications are sufficiently secure. Specific preparation activities are addressed in corporate policies and are the responsibility of the Chief Information Security Officer for Civix.
2. **Detection and Analysis:** Incidents can stem from automated tools, user observation or routine auditing of systems and environments. Events of interest are directed to the CSIRT for analysis, investigation and potential qualification as an incident.
3. **Containment, Eradication & Recovery:** Containment is important before an incident overwhelms resources or increases damage. Most incidents require containment, so that is an important consideration early in the course of handling each incident. An essential part of containment is decision making (e.g., shut down a system, disconnect it from a network, and disable certain functions). Containment strategies vary based on the type of incident. For each incident, the containment strategy is the responsibility of the CSIRT.
 - Criteria for determining the appropriate strategy include:
 - Potential damage to and/or theft of resources
 - Need for evidence preservation
 - Service availability
 - Time and resources needed vs available to implement the strategy
 - Scope of the containment (partial vs full)
 - Duration of the containment
 - Remediation or compensating controls
4. **Post-Incident Activity:** Post-Mortems involving all incident stakeholders after a major incident will be held to identify opportunities to improve security measures and the incident handling process itself. The meeting should be held within several days of the end of the incident. The following questions will be answered and considered for inclusion in the final incident report:
 - Exactly what happened, and at what times?
 - How well did staff and management perform in dealing with the incident?
 - Were the documented procedures followed? Were they adequate?
 - What information was needed sooner?
 - Were any steps or actions taken that might have inhibited the recovery?
 - What would the staff and management do differently the next time a similar incident occurs?
 - How could information sharing with other organizations have been improved?
 - What corrective actions can prevent similar incidents in the future?
 - What additional tools or resources are needed to detect, analyze, and mitigate future incidents?



7. Service Level Agreement (SLAs)

Key Performance Indicators are defined as:

Priority 1 (P1) – Critical/Urgent – The system is down or seriously impaired. There is no reasonable workaround currently available. This is an occurrence that has caused a widespread outage or critically impacted the usability of the system.

Priority 2 (P2) – Medium – The system operates, but it’s functionality is downgraded.

Priority 3 (P3) – Low – Performance is impacted for a small subset of users.

The Operational SLAs for hosting appear in the table below. These SLAs are with respect to hosting and do not impact the SLAs applicable to application support.

| Key Performance Indicator | Response Time | Resolution Time |
|---------------------------|---------------|-----------------|
| Priority 1 Incident | 15 minutes | 4 hours |
| Priority 2 Incident | 2 hours | 8 hours |
| Priority 3 Incident | 8 hours | 24 hours |

Patch Compliance will be equal to at least 95%.

8. Cost

The tables below detail the price for Civix hosting and managed support services.

8.1. VOTER REGISTRATION AND ELECTION MANAGEMENT

| Line Item | Cost |
|--|------------------|
| 2023 – 2024 – Voter Registration and Election Management Hosting | \$55,000* |
| Option Year 1: 2024 – 2025 Voter Registration and Election Management Hosting | \$60,000 |
| Option Year 2: 2025 – 2026 Voter Registration and Election Management Hosting | \$63,000 |
| Option Year 3: 2026-2027 Voter Registration and Election Management Hosting | \$63,000 |

*Pricing for 2023 – 2024 is pro-rated based on the assumption of an August 1, 2023 start date.

8.2. CAMPAIGN FINANCE

| Line Item | Cost |
|--|------------------|
| 2023 – 2024 – Campaign Finance Hosting | \$55,000* |
| Option Year 1: 2024-2025 Campaign Finance Hosting | \$60,000 |
| Option Year 2: 2025-2026 Campaign Finance Hosting | \$63,000 |
| Option Year 3: 2026-2027 Campaign Finance Hosting | \$63,000 |

*Pricing for 2023 – 2024 is pro-rated based on the assumption of an August 1, 2023 start date.



9. Assumptions

- 1) While Civix currently provides hosting using Amazon Web Services and Amazon Managed Services, Civix reserves the right to provide the same services through a different provider as long as the Operational SLAs are met.
- 2) West Virginia Secretary of State will be responsible for decommissioning the West Virginia managed environments.
- 3) West Virginia Secretary of State continues to perform as the Level 1 helpdesk. Civix will not respond to support requests submitted directly by County or Citizen users.

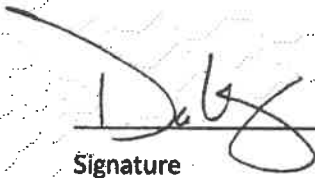


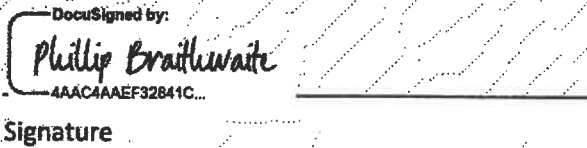
10. Signatures

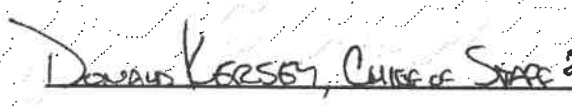

IN WITNESS hereof, the Parties have executed this Agreement on the day and year first above written.

Approved by:

West Virginia Secretary of State Civix


Signature

DocuSigned by:

Signature

| | | | |
|--|---|--------------------------|-----------|
|  |  | Phillip Braithwaite, CEO | 2/27/2024 |
| Name/Title | Date | Name/Title | Date |