



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: 08-27-2024

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 1003 SOS2500000001 1	Procurement Folder:	1501349
Document Name:	Enterprise Registration and Licensing System Support	Reason for Modification:	AWARD OF CSSD SOS2500000001
Document Description:	Enterprise Registration and Licensing System Support (ERLS)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000113233 CIVIX 400 INTERNATIONAL PARKWAY HEATHROW FL 32746-5037 US Vendor Contact Phone: 6143389113 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Richard C Stricklen Requestor Phone: 304-356-2685 Requestor Email: rstricklen@wvsos.com 2025 FILE LOCATION _____
	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

8/28/24 6c

Purchasing Division's File Copy

Total Order Amount:

Open End

TW 8/27/24

PURCHASING DIVISION AUTHORIZATION

DATE: *Murphy - 8/28/24*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John L. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *8-28-24*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

DIRECT AWARD PURCHASE: (CSSD SOS2500000001)

This Open-End Contract 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 Enterprise Registration & Licensing System (ERLS) Maintenance & Support, per State of West Virginia Order of Precedent, General Terms and Conditions, the Vendor's quoted Scope of Work agreed to and attached herein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81111511			YR	216250.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Annual Support & Maintenance Year 1**Extended Description:**

Enterprise Registration & Licensing System (ERLS) Support Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81111511			HOUR	210.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Manager**Extended Description:**

Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81111511			HOUR	163.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Business Analyst**Extended Description:**

Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81111511			HOUR	158.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Developer**Extended Description:**

Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81111511			HOUR	163.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Quality Assurance**Extended Description:**

Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6.	81111511			HOUR	121.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: Trainer

Extended Description:
Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81111511			HOUR	226.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: Architect

Extended Description:
Per Standard Rate Card (4.3)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81111511			HOUR	194.000000
Service From		Service To	Service Contract Amount		
				0.00	

Commodity Line Description: DBA

Extended Description:
Per Standard Rate Card (4.3)

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 ERLS Support, (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 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. 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 KERSBY

Signature:

DocuSigned by:
Phillip Braithwaite
4AAC4AAEF32841C...

Signature:

Title: CEO

Title: CHIEF OF STAFF

Date: 7/26/2024

Date: 7/29/2024

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 October 1, 2024-
September 30, 2025. 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 two (2) 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. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: one million (1) 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: three million (3) 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.

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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 www.state.wv.us/admin/purchase/privacy.

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.

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 hearth, 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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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) _____

(Signature of Authorized Representative)  _____
DocuSigned by:
Phillip Braithwaite
AAAC4A8EF32841C...

Phillip Braithwaite, CEO 7/26/2024

(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)



JUNE 21, 2024



West Virginia Enterprise Registration and Licensing System (ERLS)

STANDARD SUPPORT PLAN

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



June 21, 2024

Donald Kersey
Deputy Secretary & Chief of Staff
West Virginia Secretary of State
1900 Kanawha Blvd. E
Charleston, WV 25305

Dear Deke:

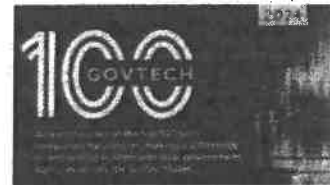
Civix is pleased to submit this Statement of Work (SOW) for the support of the West Virginia ERLS System for the West Virginia Secretary of State (WV SOS). Civix's mission is to simplify government through a modern digital approach by delivering industry-leading systems for Secretary of State offices 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 support ERLS. Our SOW includes:

- 1 year + 2 option years of support and hosting for ERLS (Business Registration, Charities, Notary and FOIA), including annual technology assessment and updates for the third-party components used in the system.

Civix appreciates our longstanding relationship with the WV SOS and the continuing partnership on delivering business registration and licensing services to the citizens of West Virginia.

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.



Our mission is to be your preferred 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 at kgee@gocivix.com or 614.338.9113. Please note that pricing in this SOW is guaranteed until September 30, 2024.

Regards,

DocuSigned by:

Phillip Braithwaite

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Phillip Braithwaite
Chief Executive Officer

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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. Definitions

- **Business Hours** – defined as 9am to 5pm Monday through Friday exclusive of State and Federal Holidays
- **User Created Issue** – One or more users have performed an activity in the system (unrelated to a defect, incomplete component or Civix code change) that has caused the system to produce an undesirable result.

2. Scope of Work

2.1. HOSTING

Civix will host the ERLS components in the AWS Cloud, under Civix 360° Security.

2.2. CIVIX SUPPORT LEVELS

For comparison purposes, this proposal shows all three levels of support available, Standard, Elevated, and Premium. The proposed level of ongoing support is Civix **Standard Support**.

Civix Post Implementation Support				
Service Benefit	STANDARD SUPPORT 2024	ELEVATED SUPPORT 2024	PREMIUM SUPPORT 2024	
Email Contact	✓	✓	✓	
Client Service Portal	✓	✓	✓	
Resolution of Severity 1 and 2 Issues	✓	✓	✓	
Resolution of Severity 3 and 4 Issues through the Civix Product Update Schedule	✓	✓	✓	
Security Updates as Necessary	✓	✓	✓	
Access to new Standard Features and Functions	✓	✓	✓	
Support Hours 9 am - 3 pm EST (M-F except State and Federal holidays)	✓	✓	✓	
Email Weekly Status	✓	✓	✓	
State Government Elections and Cities/Counties Only: Access to the Civix Election Operations Center	✓	✓	✓	
Access to new Features and Functions for the Elevated Support Level	✓	✓	✓	
Extended Support Hours 7 am - 7 pm EST (M-F except State and Federal holidays)	✓	✓	✓	
Dedicated Client Success Manager	✓	✓	✓	
Monthly Status and Planning Meetings with Client Success	✓	✓	✓	
Quarterly Business Reviews	✓	✓	✓	
2 Executive Touchpoints per Year	✓	✓	✓	
Toll Free Phone Access	✓	✓	✓	
State Government Elections and Cities/Counties Only: User 1 helpdesk to assist the State in their efforts to support local system users. Extended Support Hours 24x7x365*	✓	✓	✓	
Access to new Features and Functions for the Premium Support Level	✓	✓	✓	
Quarterly Training for Product Updates via Webinar	✓	✓	✓	
Annual Refresher Training for New Users via Webinars	✓	✓	✓	

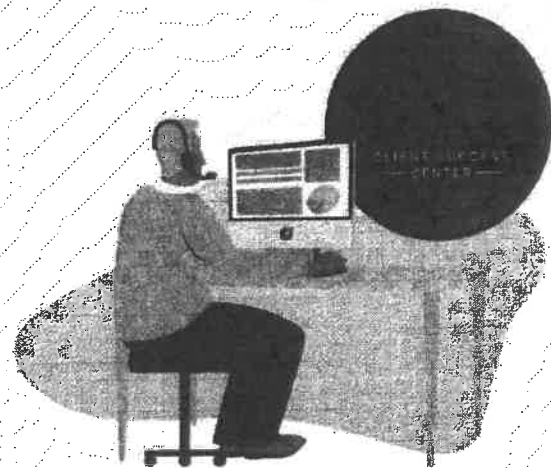
*Outside of the Election Operations Center, Extended 24x7x365 support is only available for clients using the User 1 helpdesk.

2.3. CIVIX CLIENT SUCCESS

The success of Civix clients depends on a clear understanding of the roles of the Civix team, and of the client team in supporting the system. The section below identifies the responsibilities of each team.

2.3.1. CIVIX STANDARD SUPPORT

Under the Standard Support agreement, Civix will provide support to West Virginia Secretary of State to address Priority 1 and Priority 2 issues. Additional support may be acquired through the Change Request Process. West Virginia Secretary of State staff will serve as Level 1 Support for end-user questions and issues. The Civix Client Success team will serve as Level 2 support, responding to requests from named West Virginia Secretary of State staff.



Item	Description
Eligible Users	Designated West Virginia Secretary of State staff
Helpdesk Support Level	Level 2
Client Success Center Hours	9am – 5pm EST Monday through Friday with the exception of State and Federal Holidays
Telephone Number	*Special Inclusion* 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 below. Requests received during non-business hours will be addressed the next business day.

2.3.2. WEST VIRGINIA SECRETARY OF STATE RESPONSIBILITIES

West Virginia Secretary of State will:

- Provide Civix with a list of West Virginia Secretary of State staff authorized to communicate with Civix.
- Log issues via the Civix Client Success portal. Priority 1 and 2 issues will be communicated to Civix by calling 888.GOC1V1X (888.462.1819).

- Include required details in issue reports to enable Civix to analyze an issue. This information includes screenshots, error messages, date and time of the issue, user ID, identifying information on the record being viewed, added, deleted or updated.
- Triage issues to identify those covered under the Civix Support Agreement and submit them to Civix via e-mail or through the Civix Client Success Portal.
- Respond to end-user issues, providing an appropriate level of detail to allow Civix to confirm the issue and resolve the defect.
- Notify Civix when Legislation affecting the client's ministerial duties is being discussed by the Legislature prior to passage of the legislation.
- Assume responsibility for resolution of user-created data issues and other issues not directly related to application changes by Civix.

2.3.3. CLIENT SUCCESS CENTER ACCESS AND DEFECT REPORTING

The Civix Client Success Team will:

- Review tickets submitted by West Virginia Secretary of State against the Priority Levels shown in Section 2.2.3 – Service Levels of this document.
- Identify any Civix-covered issues and schedule resolution with Civix's product support team.
- Reject any non-covered issues.

The Civix Product Team will:

- Schedule patch, bug fix and change request releases, coordinating with the Civix Client Success Team.
- Provide release notes for new features and functions.

2.3.4. SERVICE LEVELS

When an Authorized Software Licensee contacts the Client Success team via support@gocivix.com, a ticket will be opened in the user's name. Enhancement requests may also be initiated by this same process. Tickets are categorized according to impact to the client's business, shown in the table below. The following table outlines the Civix Service Level Agreement priorities, their definitions, the response times to be expected, the communication cadence, and the expected resolution time.

CIVIX STANDARD SUPPORT SERVICE LEVELS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	STATUS UPDATES	RESOLUTION TIME TARGETS
1 - Critical	The system is Down or seriously impaired. There is no reasonable workaround currently available; an occurrence that has caused a widespread outage or has critically impacted the usability of the system for multiple users.	Contractor shall Respond to a Critical support request within forty-five (45) minutes assuming the State leverages the Toll-Free phone support channel.	Minimally once every 4 hours via phone, email, or established group channel.	Civix will work critical service errors continuously until resolution. Civix development will evaluate root cause with a goal of providing a resolution within 4 hours or provide a viable work around and mutually agreed upon action plan to resolution. The State may grant an extension of the resolution time in writing if Civix is actively working to resolve the error. Active work shall be demonstrated by Civix maintaining the required Updates and providing a workaround for the State's approval, whenever feasible, to the State. Civix will provide a Root Cause Analysis Report (RCA) within 5 business days of resolution.
2 - High	The product operates, but an issue is preventing the execution of a critical business function and/or the issue is preventing the State from meeting a statutory obligation.	Contractor shall Respond to a Support Request within two (2) hours of receipt.	Minimally once daily, or a mutually agreed upon timeframe.	High priority issues will be triaged and prioritized along with other high priority requests. Civix will evaluate root cause with a goal of providing a resolution within three (3) business days or provide a viable work around and mutually agreed upon action plan to resolution.
3 - Medium	Minor issue that does not significantly affect the use of the Software	Contractor shall Respond to the Support Request within two (2) Business Days of receipt.	Can be provided verbally during weekly open issue discussion meeting or via phone, email, or Ticketing system	Medium priority issues will be triaged and prioritized along with other Medium priority issues, and after any Critical or High priority issues. Civix development will evaluate root cause with a goal of providing a resolution in a future release.
4 - Low	Cosmetic application issues, functional (how to) requests, general requests for assistance, information or services that are routine in nature.	Contractor shall Respond to the Support Request within three (3) Business Days of receipt.	Can be provided verbally during weekly open issue discussion meeting or via phone, email, or Ticketing system	Low priority software defects will be evaluated for inclusion in a future release. Resolution schedule will be mutual agreement upon by Civix and the State. For Functional (how to) Requests for assistance, information or services that are routine in nature, Civix's goal is to provide a resolution within five

				(5) business days or within a mutually agreed upon timeframe.
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2.4. SOFTWARE RELEASES – SECURITY

Where possible, Civix will include any security-related software releases in the regularly scheduled quarterly release of features and functions. However, to be responsive to changing security conditions, Civix reserves the right to perform special releases outside of the regular cycle.

2.5. SOFTWARE RELEASES - PATCHES

Civix will perform an annual evaluation of third-party components used in the ERLS system to assess the original developer's intent to provide patches and security updates for the coming year. If end-of-life is determined for an included component's version, Civix will update that component one time during this agreement. In the event that the software reaches end-of-life, Civix reserves the right to change the third-party component for a more advantageous one offering equal capability. Civix may also periodically recommend upgraded solutions from the Civix product portfolio.

3. Assumptions

- **Issue Documentation:** West Virginia Secretary of State Staff will provide sufficient information to allow Civix to identify the cause of the issue. This includes date and time of occurrence, user ID of online user or batch name for batch job, screenshots of any error messages received, voter account affected, etc.
- **ADA User Interface Updates:** ADA updates will be handled via the change request process.

4. Cost

Civix anticipates submitting the below pricing to the West Virginia Secretary of State's Office for the contract expiring September 30, 2024.

4.1. ANNUAL STANDARD SUPPORT

For the period beginning October 1, 2024 ending on September 30, 2025, the annual support and hosting fee will be \$216,250. This will be billed monthly at \$18,020.

LINE ITEM	COST
Annual Support Cost	\$216,250

4.2. OPTIONAL SUPPORT YEARS

Optional year pricing adjustments are as shown below and will also be billed on a monthly basis.

LINE ITEM	COST
2026 – 2027 – Civix Standard Support	\$227,063
2027 – 2028 – Civix Standard Support	\$238,416

4.3. STANDARD RATE CARD

The Civix Standard Rate Card below applies for the 2024-2025 support year. Civix will provide new rate card information annually.

ROLE	HOURLY RATE
Project Manager	\$210.00
Business Analyst	\$163.00
Developer	\$158.00
Quality Assurance	\$163.00
Trainer	\$121.00
Architect	\$226.00
DBA	\$194.00



5. 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

DocuSigned by:

Phillip Braithwaite

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Signature

Signature

Donna Kessler, COS 7/29/2024

Phillip Braithwaite, CEO

6/20/2024

Name/Title

Date

Name/Title

Date

ATTACHMENT B - HOSTING

Civix agrees to provide Licensee with access to the Software through a hosted computing environment. Hosting of the Software is provided through the Amazon AWS Cloud, an Amazon region designed to allow US government agencies at the federal, state and local level, along with contractors, educational institutions and other US customers to run sensitive workloads in the cloud by addressing their specific regulatory and compliance requirements.

Term

Hosting will continue during the term of the Agreement.

Security and Compliance

Physical Location and Security

Civix uses AWS Cloud Regions are located exclusively in the United States. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.

Network Security

Network devices, including firewall and other boundary devices, are in place to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services. ACLs, or traffic flow policies, are established on each managed interface, which manage and enforce the flow of traffic. ACL policies are approved by Amazon Information Security. These policies are automatically pushed using AWS's ACL-Manage tool, to help ensure these managed interfaces enforce the most up-to-date ACLs.

Exhibit C – ADDITIONAL VENDOR DOCUMENTS