



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

[List View](#)**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 397113

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: SOE SOFTWARE CORP

Alias/DBA:

Total Bid: \$160,000.00

Response Date: Response Time:

SO Doc Code: CRFQ

SO Dept: 1600

SO Doc ID: SOS1800000006

Published Date: 1/19/18

Close Date: 2/2/18

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 2 - Election Night Reporting System

Total of Header Attachments: 3

Total of All Attachments: 3



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 397113

Solicitation Description : Addendum No. 2 - Election Night Reporting System

Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2018-02-02 13:30:00 | SR 1600 ESR01251800000003216 | 1 |

| VENDOR |
|-----------------------------------|
| 000000228125 SOE SOFTWARE CORP |

Solicitation Number: CRFQ 1600 SOS1800000006

Total Bid : \$160,000.00 **Response Date:** 2018-01-25 **Response Time:** 14:50:04

Comments:

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | FEIN # | DATE |
|--------------------------|---------------|-------------|

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-----------------------|---------|------------|-----------------|-----------------------------|
| 1 | Design / Project Plan | 1.00000 | EA | \$20,000.000000 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description : Design / Project Plan

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------|---------|------------|-----------------|-----------------------------|
| 2 | Implementation | 1.00000 | EA | \$30,000.000000 | \$30,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description : Implementation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|----------------|-----------------------------|
| 3 | Set Up and Configuration (per election) | 4.00000 | EA | \$5,000.000000 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description : Set Up and Configuration (per election)

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------|---------|------------|-----------------|-----------------------------|
| 4 | Hosting (per year) | 4.00000 | EA | \$15,000.000000 | \$60,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description : Hosting (per year)

Comments: Hosting is set up in the implementation process and will be maintained throughout the year.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------------|---------|------------|----------------|-----------------------------|
| 5 | Support (per election) | 4.00000 | EA | \$5,000.000000 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

| | |
|-------------------------------|------------------------|
| Extended Description : | Support (per election) |
|-------------------------------|------------------------|

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|-----------------|-----------------------------|
| 6 | Set Up and Configuration and support (per Special election) | 1.00000 | EA | \$10,000.000000 | \$10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

| | |
|-------------------------------|---|
| Extended Description : | Set Up and Configuration and support (per Special election) |
|-------------------------------|---|

Comments: ScytI must be notified of special elections as soon as they are scheduled, typically at least 4 weeks in advance.



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

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 397113

Doc Description: Election Night Reporting System

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2018-01-12 | 2018-01-24 13:30:00 | CRFQ 1600 SOS1800000006 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 SOE Software Corporation d/b/a Scyt1
 5426 Bay Center Drive, Ste. 525
 Tampa, FL 33609
 1-819-859-8467

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X  FEIN # 82-0565032 DATE 1/25/19
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 2 - To change the quantity from eight (8) to four (4) on the following commodity lines:

Commodity Line No. 3: Setup and Configuration (per election)

Commodity Line No. 4: Hosting (per year)

Commodity Line No. 5: Support (per election)

The bid opening remains on 02/02/2018 at 1:30 pm.

| INVOICE TO | | SHIP TO | |
|---|--------------|--|---------------|
| CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV25305-0770 | SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV 25305-0770 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|---------|------------|-------------|-------------|
| 1 | Design / Project Plan | 1.00000 | EA | \$20,000.00 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :

Design / Project Plan

| INVOICE TO | | SHIP TO | |
|---|--------------|--|---------------|
| CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV25305-0770 | SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV 25305-0770 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------|---------|------------|-------------|-------------|
| 2 | Implementation | 1.00000 | EA | \$30,000.00 | \$30,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :

Implementation

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 3 | Set Up and Configuration (per election) | 4.00000 | EA | \$5,000.00 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :
Set Up and Configuration (per election)

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|---------|------------|-------------|-------------|
| 4 | Hosting (per year) | 4.00000 | EA | \$15,000.00 | \$60,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :
Hosting (per year)

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------------|---------|------------|------------|-------------|
| 5 | Support (per election) | 4.00000 | EA | \$5,000.00 | \$20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :
Support (per election)

| INVOICE TO | | SHIP TO | |
|---|--------------|--|---------------|
| CFO SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV25305-0770 | SUPPLY CLERK SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US | WV 25305-0770 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|-------------|-------------|
| 6 | Set Up and Configuration and support (per Special election) | 1.00000 | EA | \$10,000.00 | \$10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112300 | | | |

Extended Description :
Set Up and Configuration and support (per Special election)

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---|------------|
| 1 | Technical question deadline by 12:00 pm | 2018-01-17 |

| | | | |
|--------------|--------------------------------|---|------------------------------|
| SOS180000006 | Document Phase Draft | Document Description Addendum No. 2 - Election Night Reporting System | Page 5 of 5 |
|--------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 17, 2018 by 12:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 24, 2018 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

“Interested parties” means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

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 three (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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 with regard to 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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>.

32. 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.

33. 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. 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.

43. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Secretary of State (heretofore as “Agency”) to establish a contract for an Election Night Reporting System.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means configuring, hosting, and supporting an Election Night Reporting System as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Unique ID”** means unique alphanumeric identification codes assigned by the system to aggregate values for Elections, Candidates, Contests, and Districts.
 - 2.5 **“User Credential Policies”** means unique user has role-based privileges to access and utilize the system.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must have established at least two (2) successful statewide Election Night Reporting System deployments, each consisting of an entire year-long Election Cycle (Primary and General).
4. **MANDATORY REQUIREMENTS:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 4.1.1 **Election Night Reporting Website**
 - 4.1.1.1 Website must be responsive and mobile-friendly to phones and tablets through supported browsers and operating systems.

**REQUEST FOR QUOTATION
CRFQ SOS18000006 - Election Night Reporting System**

4.1.1.2 Website must be capable of displaying configurable information for multiple elections. Information per election includes, but is not limited to:

4.1.1.2.1 Configurable banner with image and text

4.1.1.2.2 Election information

4.1.1.2.3 Date and time of last update

4.1.1.3 Website must be capable of aggregating and displaying unofficial election results at all Federal, State, and County levels, in both graphical map and listing formats.

4.1.1.4 Website must be capable of aggregating and displaying official election results at Federal, State, County, and Precinct levels, in both graphical map and listing formats.

4.1.1.5 Results to display should include, but is not limited to:

4.1.1.5.1 Contest – Vote For X

4.1.1.5.2 Contest – Total Votes

4.1.1.5.3 Candidate - Party

4.1.1.5.4 Candidate – Total Votes

4.1.1.5.5 Candidate – Percentage of Contest Total

4.1.1.5.6 Voter turnout (ballots cast/voter registration totals)

4.1.1.6 Website must be capable of displaying County participation or completeness status. Status should be derived from number of precincts reported and/or contest participation. Status should also be configurable by State or County user.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

4.1.2 Election Night Reporting System

4.1.2.1 System must allow for Agency or Agency in conjunction with Vendor to configure system with unique ID codes for Elections, Candidates, Contests, and Districts (including, but not limited to U.S., State, County, Municipality, Precinct).

4.1.2.2 System must allow for configuration of voter registration totals by District.

4.1.2.3 System must allow for election results upload in file format designated by Agency ('character separated values' format).

4.1.2.4 System must allow for multiple uploads of election results, per County, per election.

4.1.2.4.1 Vendor and Agency will agree upon encryption protocols for all data transfer methods (HTTPS, SSL, TLS, FTPS).

4.1.2.5 System must include easy-to-navigate tiered permission levels of access including, but not limited to: Administrator, State, and County users.

4.1.2.5.1 Vendor and Agency will work in conjunction to establish user credential policies and features once contract is awarded. Features should include:

4.1.2.5.1.1 Adjustable password length, content, and complexity – no less than 8 characters, must contain three of the following: upper case letter, lower case letter, number, symbol

4.1.2.5.1.2 Login attempt and lockout policy (lock out after not more than five attempts – account is locked until administrator unlocks)

4.1.2.5.1.3 Password change policy (every 90 days or sooner)

4.1.2.5.1.4 Session timing -if session has been idle for more than 15 minutes, require user to re-authenticate

4.1.2.5.1.5 two-factor authentication

REQUEST FOR QUOTATION
CRFQ SOS18000006 - Election Night Reporting System

4.1.2.6 System must allow for manual entry of election results by State or County users, to edit or override uploaded results.

4.1.2.7 System must include options for a results data feed (export) and download capabilities including, but not limited to .csv (Character Separated Value) and .xls (Excel) formats.

4.1.2.7.1 *Desired reports are detailed in Attachment A.*

4.1.2.8 Upon termination of the contract for this solution, Agency is entitled to a complete and timely dissemination from the Vendor to the Agency of all uploaded results and relevant configuration data housed by the system. This includes, but is not limited to, any data dictionaries and data flow diagrams. The Vendor must also ensure that all hardware which may have stored Agency data and propriety information at any time will be destroyed by the Vendor through a process that prevents reassembly in any usable form. Vendor must provide a notarized certification of destruction, following the format of the NIST Special Publication 800-88 Validation Form.

4.1.3 Hosting, Support, and Maintenance

4.1.3.1 Vendor must provide hosting for Agency's use of the Election Night Reporting Website and System.

4.1.3.2 Vendor solution must include:

4.1.3.2.1 Web Services and Web Applications protected by Web Application Firewall (WAF) capable of restricting access based on IP address and geography

4.1.3.2.2 Proper segmentation of web services, application servers, and databases into separate security enclaves with only necessary traffic for system functionality permitted.

4.1.3.2.3 Distributed Denial of Service (DDoS) mitigation plan in case website is subject to attack.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

4.1.3.3 Vendor must provide system with redundant hosting and both Active and Passive fail-over capabilities that prevent availability interruption and performance degradation.

4.1.3.4 Vendor must supply 24-hour solution support to Agency and Counties on Election Day, including uptime of website, results file upload troubleshooting, and account maintenance.

4.1.3.5 Vendor and Agency will agree upon go-live, accessibility, availability, and system maintenance schedules once contract is awarded. **Go-live to public must be completed prior to May 8, 2018.**

4.1.3.6 Vendor must provide system that includes minimum bandwidth required for:

4.1.3.6.1 Minimum 25,000 new network sessions per second

4.1.3.6.2 Minimum 100 simultaneous new application login events

4.1.3.6.3 Minimum 100 simultaneous logged in users

4.1.3.7 Vendor must employ industry standard security protocols for the storing of and access to Agency data.

Vendor must perform Penetration Testing and Vulnerability Scanning no later than 30 days prior to go-live. Solution must also allow for the same performed by Agency or Agency-sanctioned organizations. Vendor must report medium and high-level vulnerability findings within one week of the finding(s). All critical and high-level vulnerabilities must be mitigated within 72 hours. Agency must approve of any necessary mitigation plans based on findings.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

5.2 Pricing: Vendor should complete by itemizing cost for each of the following commodities, if applicable:

- 5.2.1 Design / Project Plan
- 5.2.2 Implementation
- 5.2.3 Set Up and Configuration (per Election)
- 5.2.4 Hosting (per year)
- 5.2.5 Support (per Election)
- 5.2.6 Set Up and Configuration and support (per Special Election if Necessary)

5.3 Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay vendor after each commodity items as listed in Section 5.2 is competed as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
CRFQ SOS180000006 - Election Night Reporting System

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Maria Kolsen
Telephone Number: 1-813-865-7540
Fax Number: 1-813-490-7145
Email Address: maria.kolsen@scyt1.com

REQUEST FOR QUOTATION
CRFQ SOS18000006 - Election Night Reporting System

Attachment A

(as indicated in Section 4.1.2.7.1)

Reports

Provide a summary report in character-separated value (CSV) or Excel (XLS) format and include:

- Each Contest name
- Candidate name
- Party name
- Total votes
- Percentage of votes
- Ballots cast

Provide two detailed summary reports in at least character-separated value (CSV) or Excel (XLS) format and include:

- Registered voters
- Ballots cast
- Voter Turnout by each Precinct (or County) name
- By Contest:
 - Each Precinct (or County) name
 - Candidate name
 - Candidate total votes
 - Contest total votes

Provide a text (txt) exportable report that includes:

- Each County
- Each Precinct
- Each Contest name
- Each Candidate name
- Political party code
- Total Votes for the Candidate

Provide an aggregation report that includes:

- Record ID
- State Contest name
- The number of State choices
- County name
- County contest ID
- County Contest name
- The number of County choices

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.

Leanne Tillaart, Sales Director

(Name, Title)

Leanne Tillaart, Sales Director

(Printed Name and Title)

5426 Bay Center Drive, Ste. 525 Tampa, FL 33609

(Address)

1-519-859-8467 / 1-813-490-7145

(Phone Number) / (Fax Number)

leanne.tillaart@scytfl.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

SOE Software Corporation d/b/a Scytfl

(Company)

 Jonathan Breu, GENERAL MANAGER

(Authorized Signature) (Representative Name, Title)

JONATHAN BREU, GENERAL MANAGER

(Printed Name and Title of Authorized Representative)

1/25/18

(Date)

813-865-7537

(Phone Number) (Fax Number)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: SOE Software Corporation d/b/a Scyth Address: 5426 Bay Center Drive, Ste 5025
Tampa, FL 33609

Authorized Agent: Jonathan Brill Address: 5426 Bay Center Drive, Ste 5025 Tampa FL 33609

Contract Number: CRFA 50518000000000000000 Contract Description: Election Night Reporting

Governmental agency awarding contract: WV Secretary of State

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 1/25/18

Notary Verification

State of Florida, County of Hillsborough:

I, Holly M. Elliott, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 25th day of January, 2018

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Holly M. Elliott
Commission # FF931579
Expires: October 28, 2019
Bonded thru Aaron Notary
Revised October 7, 2017

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: SOE Software Corporation d/b/a

Authorized Signature: [Signature] Date: 1/25/19

State of Florida

County of Hillsborough to-wit:

Taken, subscribed, and sworn to before me this 25th day of January, 2018

My Commission expires 10/28/19, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Holly M. Elliott
Commission # FF931579
Expires: October 28, 2019
Bonded thru Aaron Notary

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: SOE Software Corporation d/b/a Soft Signed: [Signature]
Date: 1/25/18 Title: GENERAL MANAGER

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SOS1800000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

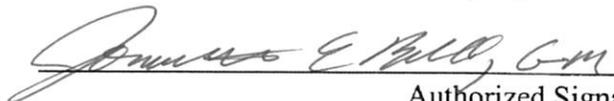
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

SOE Software Corporation d/b/a Scytl
Company


Authorized Signature

1/25/18
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

State of West Virginia

Election Night Reporting Solution

RFQ SOS180000006

January 25, 2018

Leanne Tillaart
Sales Director
leanne.tillaart@scytI.com

ScytI

STRICTLY CONFIDENTIAL

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1 Executive Summary

ScytI is proud to present this proposal to the State of West Virginia for Election Night Reporting. ScytI is a world leader in elections software with extensive experience implementing Election Night Reporting solutions in the United States, at both local and state levels. ScytI looks forward to providing the same high level of service and technical superiority to the State of West Virginia. ScytI has read and understands the Terms and Conditions of the RFQ. In this proposal, ScytI will demonstrate our ability to meet the requirements of the State of West Virginia for an Election Night Reporting System.

For more than a decade, ScytI's solutions -- developed specifically for government election offices -- have helped numerous jurisdictions connect with voters, improve operations, and streamline efforts and our nationwide community continues to grow. ScytI has served more than 900 clients at all levels of government including 13 state-wide installations. Of those 13 state-wide installations, 5 have been for Election Night Reporting. ScytI will leverage our experienced and knowledgeable staff to build your solution with the future in mind, including the provision of automatic upgrades and enhancements that ensure your operation keeps pace with ever-changing technology needs.

ScytI's Election Night Reporting is a software solution that presents election results online in real-time through an efficient, user-friendly and intuitive graphical interface. This tool uses maps and graphics to illustrate voter turnout, totals by vote type, and results by polling place. The ScytI system is a tested solution which has been implemented in multiple States, including Colorado, Georgia, South Carolina, Arkansas, and Kentucky. Because of this previous experience with State-wide implementations, ScytI has a unique understanding of the challenges inherent in implementing an election night reporting system at both the state and county level. Some of ScytI's key differentiators from other ENR products include:

- ✓ Experience conducting 5 statewide Election Night Reporting implementations.
- ✓ A Project Director with 9 years of experience with ENR who has been responsible for managing our statewide implementations, including working closely with the State of West Virginia on other statewide product implementations.
- ✓ A solution that meets and exceeds all functional and technical requirements from the State of West Virginia.
- ✓ A solution built with security in mind, including access controls and a high level of security on our cloud hosting solution.
- ✓ An experienced training team that will empower State users to train County stakeholders.

After working exclusively in the Elections industry for over 20 years, ScytI understands the challenges involved with managing and training Election staff better than any technology partner in the industry. ScytI

also understands the complexities of reporting and consolidating election results on Election Night. Through a partnership with ScytI and our dedicated team, West Virginia will continue to optimize key processes, which will lead to:

- ✓ A more effective and efficient Election Night reporting process
- ✓ Less manual effort required to consolidate and disseminate results on Election Night
- ✓ A user friendly, visually appealing method for both constituents and media to track Election Night Results

When it comes to expertise in elections software and web communications, there is no comparison – ScytI will take your office to the next level. We look forward to working with the State of West Virginia to deliver a transparent and professional election night reporting experience.

2 About Scytl

Scytl is a privately held independent software vendor that provides Federal, State, and Local election jurisdictions with innovative technology to help more effectively manage costs, time, training, and transparency. Established in 2001 as a developer of custom election technology, Scytl quickly built a reputation for highly transparent, secure, and easy to use solutions and a helpful and hardworking team to support Scytl's clients. Scytl partnered with many leading election minds across the US to build its portfolio and to provide an array of best of breed election administration solutions. During this time Scytl grew its client base to over 900 jurisdictions, in 28 states, across the US.

Scytl's election modernization solutions represent the most innovative and robust solutions available to election officials today. Our primary focus is putting control over costs and data back into the hands of the election jurisdictions. We accomplish this by making our solutions intuitive and easy to use, open to send and receive data in standard formats, and highly configurable to your unique needs

Scytl highlights and leading experience include:

- Customers in 28 States
- A national leader in software built for government
- Products enhanced through collaboration with government officials

Scytl is proud to admit our strongest advocates are our satisfied customers, government leaders across the United States. With customers in over 900 jurisdictions in 28 States, Scytl leverages "best practices" gained from each implementation to enhance the products we deliver to each new customer whether at the city, county or state level. Our extensive roster of customers span size, demographics, geography and voting equipment type and vendor.

More specifically, Scytl's solutions include a variety of web-based software products to assist in all areas of election management. These solutions include Election Night Reporting, Online Poll Worker Training, Voter Education Web Portals, eBallot Delivery for UOCAVA voters, Legislative Session Management, and Online Voting. Built specifically for government and the public, Scytl's platform assists public institutions by providing web automation, new media tools and accountability-based reporting.

Scytl has worked on numerous high-profile electoral modernization projects for governments and public administrations worldwide. Scytl's projects have been proven globally, with thousands of public employees using our products from legislative management to online training and from online voting to results consolidation and election night reporting.

The list below indicates a sample of Scytl's previous projects which will demonstrate our firm's past performance and proven approach to meet and exceed your needs.

| Jurisdiction | Size of Jurisdiction (approx. number of registered voters) | Products Delivered |
|-------------------------|--|--|
| State of New York | 12,000,000 RV | Online Pollworker Training, Electronic Ballot Delivery |
| State of Georgia | 5,700,000 RV | ENR |
| State of New Jersey | 5,300,000 RV | Electronic Ballot Delivery Research |
| State of Virginia | 5,000,000 RV | Online Pollworker Training |
| State of Colorado | 3,300,000 RV | ENR |
| State of Alabama | 3,000,000 RV | ENR |
| State of Kentucky | 2,900,000 RV | ENR, Electronic Ballot Delivery |
| State of South Carolina | 2,500,000 RV | Online Pollworker Training, Poll Worker Management, Election Planning, ENR |
| State of Connecticut | 2,200,000 RV | Online Pollworker Training |
| State of Mississippi | 1,900,000 RV | Online Pollworker Training, Electronic Ballot Delivery |
| State of West Virginia | 1,200,000 RV | Election Finance, Electronic Ballot Delivery |
| District of Columbia | 453,000 RV | Online Pollworker Training, ePollbook |

3 ScytI Election Night Reporting

3.1 Public Facing Website Description



ScytI's Election Night Reporting provides a captivating, in-depth State-wide election results website. This tool allows elections officials to display visually appealing, graphical results along with State maps to illustrate voter turnout, totals by vote type, and results by precinct. With brilliant, colorful display this product is a must have for the public and the media on Election Night. ScytI frequently upgrades the ENR front-end to add new features and ensure that each website remains attractive and modern for the end users. ScytI Election Night Reporting allows the State or Counties to upload data from all election vendors in use in the State of West Virginia and will display results from Federal, State, and County level races.

Highlights Include:

- Hosted Delivery – No Hardware, Software, or Bandwidth Burden on your Office
- Graphical Presentation of Election Night Results – Maps, Bar Charts, Downloadable Reports
- No Direct Internet Connection to Tabulation Equipment Required
- WCAG 2.0 Compliant ENR Website Themes Available

GRAPHICAL PRESENTATION

ENR enhances your web presentation of election night returns by empowering every web visitor to search for and find the information they desire. Bar chart presentation for each contest or issue on your ballot visually highlights the leading vote getters. Granular details down to the actual number of provisional votes received, where those votes were received, and votes by vote type (election day, absentee, etc.) are also displayed.

INNOVATING DEMOCRACY
LANGUAGE Search

ELECTION NIGHT REPORTING

SUMMARY
MY CONTESTS (0)

FEDERAL RACES
COUNTY WIDE
JUDICIAL RACES
PRECINCTS
FILTER

HOME / FEDERAL RACES

FEDERAL RACES

7/10/2015 8:12:21 AM EDT

SENATE RACES

★ U.S. SENATOR (Vote For 1)

Precincts Reporting: **100%**

| | | |
|----------------------|-----|-------|
| DEM GLASSMAN, RODNEY | 57% | 11785 |
| REP MCMAIN, JOHN | 36% | 7371 |
| LBT NOLAN, DAVID F. | 4% | 925 |
| GRN JOSLYN, JERRY | 2% | 358 |
| Write-in | 1% | 161 |

★ SECRETARY OF STATE

Precincts Reporting: **100%**

| | | |
|---------------------|-----|-------|
| DEM DESCHENE, CHRIS | 71% | 14621 |
| REP BENNETT, KEN | 29% | 5862 |
| Write-in | 0% | 23 |

★ ATTORNEY GENERAL

Precincts Reporting: **100%**

| | | |
|------------------------|-----|-------|
| DEM ROTELLINI, FELECIA | 67% | 13471 |
| REP HORNE, TOM | 33% | 6702 |
| Write-in | 0% | 39 |

★ STATE TREASURER (Vote For 1)

Precincts Reporting: **100%**

| | | |
|-----------------------|-----|-------|
| DEM CHERNI, ANDREI | 65% | 13212 |
| REP DUKEY, DOUG | 28% | 5696 |
| LBT EICHENAUER, THANE | 3% | 599 |
| GRN MEADOWS, THOMAS | 4% | 760 |
| Write-in | 0% | 35 |

★ SUPERINTENDENT OF PUBLIC INSTRUCTION (Vote For 1)

Precincts Reporting: **100%**

| | | |
|----------------------|-----|-------|
| DEM KOTTERMAN, PENNY | 71% | 14276 |
| REP HIPPENHALL, JOHN | 29% | 5925 |
| Write-in | 0% | 36 |

★ STATE MINE INSPECTOR

Precincts Reporting: **100%**

| | | |
|------------------|-----|-------|
| DEM CRUZ, MANUEL | 67% | 13449 |
| REP HART, JOE | 33% | 6636 |
| Write-in | 0% | 39 |

★ CORPORATION COMMISSIONER (Vote For 2)

Precincts Reporting: **100%**

| | | |
|------------------------|-----|-------|
| DEM BRADLEY, DAVID | 35% | 11498 |
| DEM GARCIA, JORGE LUIS | 25% | 8255 |
| REP BURNS, BRENDA | 17% | 5280 |
| REP PIERCE, GARY | 16% | 5200 |
| LBT FOWLKES, RICK | 2% | 709 |

CONGRESSIONAL DISTRICT

★ U.S. REP. IN CONGRESS - DIST. 1 (Vote For 1)

Precincts Reporting: **100%**

| | | |
|---------------------|-----|-------|
| DEM KINSPATECK, ANN | 69% | 14227 |
| REP GOSAR, PAUL | 26% | 5445 |
| LBT PATTI, NICOLE | 4% | 901 |
| Write-in | 0% | 25 |

★ STATE SENATOR - DIST. 2

Precincts Reporting: **100%**

| | | |
|----------------------|-----|-------|
| DEM JACKSON, JACQ.C. | 99% | 10544 |
| Write-in | 1% | 122 |

★ STATE SENATOR - DIST. 5

Precincts Reporting: **100%**

| | | |
|-----------------------|-----|------|
| DEM SCHLMEYER, ELAINE | 22% | 1288 |
| REP ALLEN, SYLVIA | 78% | 4616 |
| Write-in | 0% | 15 |

★ STATE REPRESENTATIVE - DIST. 2 (Vote For 2)

Precincts Reporting: **100%**

| | | |
|---------------------|-----|-------|
| DEM CHABIN, TOM | 32% | 6047 |
| DEM HALE, ALBERT | 64% | 12234 |
| LBT MULLIGAN, FRANK | 4% | 772 |
| Write-in | 0% | 56 |

★ STATE REPRESENTATIVE - DIST. 5 (Vote For 2)

Precincts Reporting: **100%**

| | | |
|-----------------------|-----|------|
| DEM SHUMWAY, BILL | 14% | 1457 |
| DEM WINGLOW, PRESCOTT | 11% | 1116 |
| REP BRATTON, BRENDA | 39% | 3996 |
| REP CRANDELL, CHESTER | 36% | 3697 |
| Write-in | 0% | 13 |

GOVERNOR

★ GOVERNOR (Vote For 1)

Precincts Reporting: **100%**

| | | |
|---------------------|-----|-------|
| DEM WOODWARD, TERRY | 62% | 12839 |
| REP BARBER, IAN | 34% | 7002 |
| LBT HESS, BARRY J. | 2% | 514 |
| GRN GIST, LARRY | 1% | 294 |
| Write-in | 0% | 33 |

59
 44
 37
 32
 32

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Latest News

March 18, 2014 at 8:00pm.
Miami-Dade County will extend Polling Location Hours Until 10pm ET on Election Day.

March 18, 2014 at 8:00pm.
All Absentee Voting has been Reported.

March 18, 2014 at 8:00pm.
All Early Voting has been Reported.

[See news list](#)

Precincts Reporting

■ Completed
 ■ Not Reporting
■ Partially Reported
 ▶ See list

PRECINCTS REPORTING 45/45

Voter Turnout

TOTAL **47%**

Ballots Cast: **21097**

Registered Voters: **44051**

Reports

Summary CSV

Comma separated values showing total votes received.

Detail XLS

Precinct level details for election results. Contains votes received by each choice in each contest in each precinct, by vote type.

Detail TXT

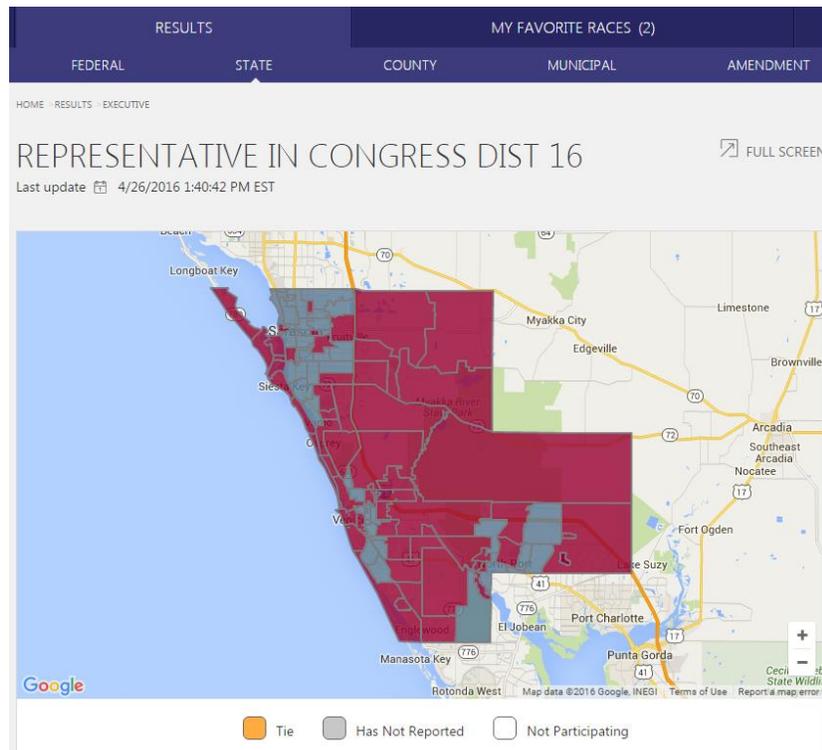
Precinct level details for election results. Contains votes received by each choice in each contest in each precinct, by vote type.

www.scytl.com

10

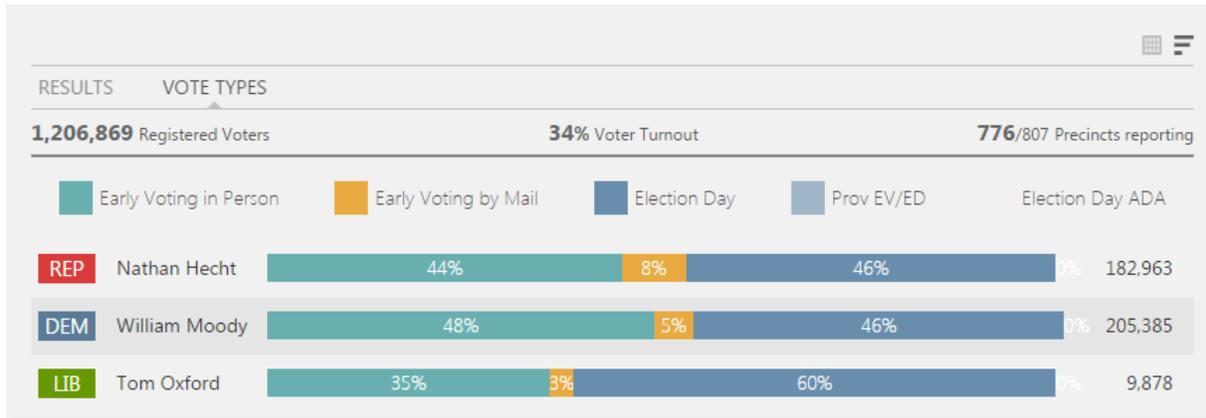
STATE AND COUNTY MAP DISPLAY

Candidates, political parties, voters, and media outlets appreciate the information display provided by **ENR**. For every political contest or question on the ballot, **ENR** provides engaging maps showing each contest within the State with details including precinct and vote type. The solution displays unique information, thus empowering web visitors to locate the information they are most interested in learning. **ENR's** map display delivers instant feedback on voting trends, minimizing inbound requests and maximizing voter education and transparency for your office.



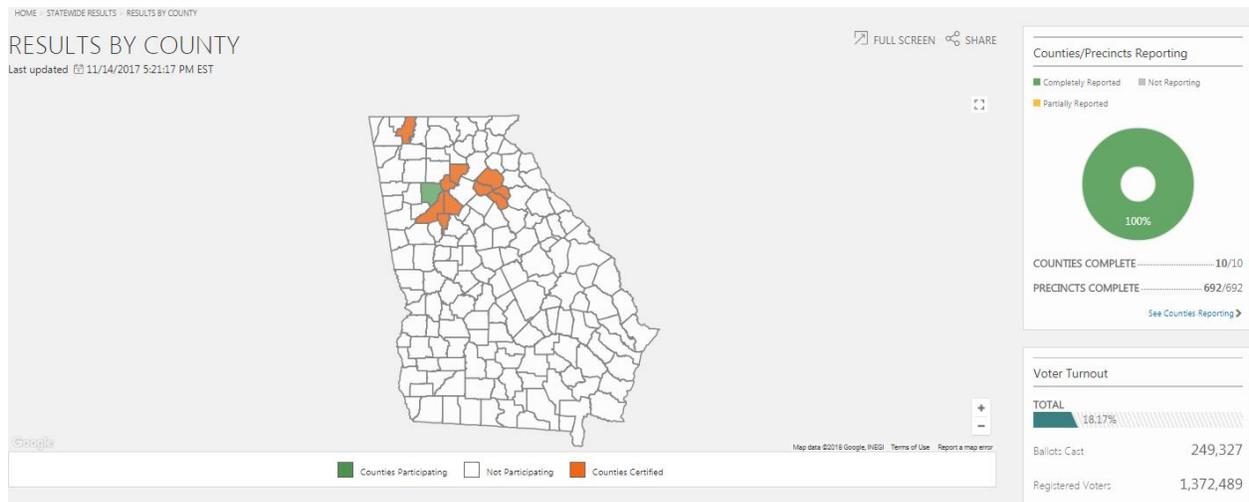
VOTE TYPE BREAKDOWN

Today's web visitors demand customized information. **ScytI's ENR** delivers this through queryable reports detailing election night information, including county and precinct specific results, contest or question specific results, and vote type breakdowns. The vote type breakdown tab provides granular detail regarding the votes received, outlining early voting numbers, absentee voting numbers, and Election Day returns. This level of detail makes **ENR** the election industry's most comprehensive election night reporting tool.



PRECINCT REPORTING UPDATE

While it is important to know which candidate or position is leading in each contest or question, it is also important to know the status of reporting for each county. ENR provides this detail through our visually appealing county map display feature. Each election county displays their level of reporting. In the example below, green indicates the counties participating, white the counties not participating, and orange represents the counties whose results have been certified. On Election Night, the categories represented would be completely reported, partially reported, and not reporting (or not participating). The specific colors selected are configurable within the solution. This enhances the level of detail displayed on your website and minimizes inbound requests for information.



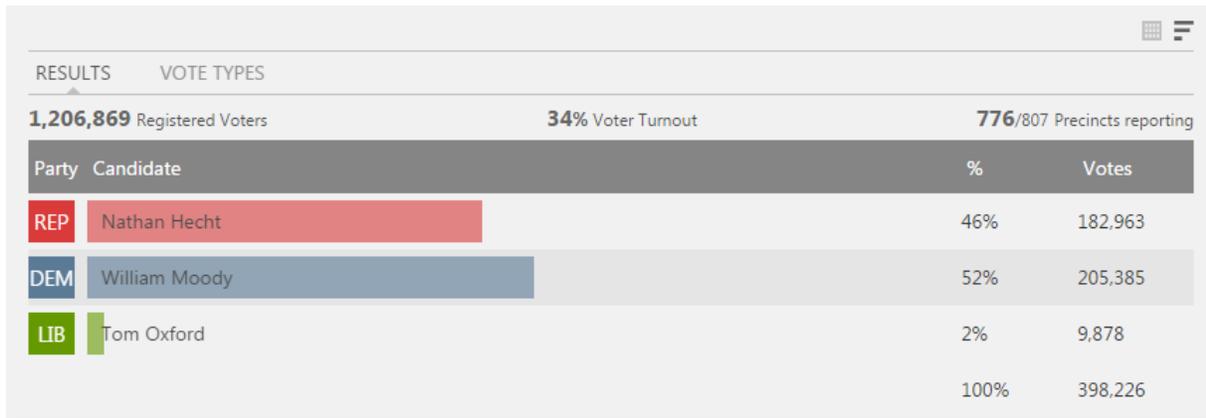
RECIPIENT LISTS

ENR assists election directors in distributing the multitude of report requests on election night. The product includes an automated delivery system managed through Recipients Lists. This feature allows administrators to preload an unlimited number of recipients and their email addresses or secure FTP address prior to each election. Upon completion of each upload, these recipients will automatically receive a CSV or excel file containing the most recent update. This feature has been praised by our customers for expediting reporting to their state authorities and local media.



REPORTS & FILTERING

ENR’s ability to produce detailed breakdowns of contest information, vote type details, and precinct totals by city, district, and township in addition to summary totals is what truly sets **ScytI’s ENR** apart from a static presentation of a simple document. This level of detail helps to reduce phone calls, increase transparency, and provide overall better service to your voters, the media, and the public at large on Election Night and year-round.



3.2 ENR Experience

Scytl is the leading provider of Election Night Reporting for cities, counties, and states. Scytl has provided Election Night Reporting in the United States since 2002. Scytl's Election Night Reporting represents the cutting edge in attractive, visual representations of election results. In the 2016 General Election, Scytl provided Election Night Reporting to over 500 U.S. election jurisdictions, representing results for almost 40 million voters. This includes 5 statewide implementations of Election Night Reporting, in Arkansas, Colorado, Georgia, Kentucky, and South Carolina. Below is a brief list of Scytl's state and county ENR clients.

Scytl considers its ENR product to be a cornerstone of our suite of software. A selection of our County and State clients has been included below.

| County/State | County/State |
|-------------------------|----------------------|
| Arkansas State | Bastrop County, TX |
| Bloomington City, IL | Butler County, OH |
| Cape May County, NJ | Cass County, NE |
| Chatham County, GA | Cobb County, GA |
| Colorado State | Comal County, TX |
| Contra Costa County, CA | Dallas County, TX |
| Denton County, TX | El Paso County, TX |
| Fort Bend County, TX | Fulton County, GA |
| Gloucester County, NJ | Gregg County, TX |
| Hamilton County, OH | Hidalgo County, TX |
| Hood County, TX | Hunt County, TX |
| Jefferson County, TX | Kankakee County, IL |
| Kendall County, TX | Kentucky State |
| Lake County, IL | Lowndes County, GA |
| Lubbock County, TX | Luzerne County, PA |
| Macoupin County, IL | Martin County, FL |
| Mercer County, NJ | Miami County, KS |
| Miami-Dade County, FL | Middlesex County, NJ |

| County/State | County/State |
|------------------------|-----------------------|
| Monmouth County, NJ | Montague County, TX |
| Morris County, NJ | Nueces County, TX |
| Oakland County, MI | Ocean County, NJ |
| Okaloosa County, FL | Okeechobee County, FL |
| Olmsted County, MN | Orange County, FL |
| Osceola County, FL | Palm Beach, FL |
| Pinellas County, FL | Potter County, TX |
| Robertson County, TX | Rockford County, IL |
| Rockwall County, TX | Rusk County, TX |
| Santa Clara County, CA | Sarasota County, FL |
| Sarpy County, NE | South Carolina State |
| State of Georgia | Tarrant County, TX |
| Victoria County, TX | Will County, IL |
| Wise County, TX | Wood County, TX |

3.3 References

3.3.1 State of South Carolina

3.3.1.1 Contact Details

Name: Chris Whitmire
 Position: Director of Public Information and Training
 Address: South Carolina Election Commission
 2221 Devine Street
 Suite 105
 PO Box 5987
 Columbia, SC 29205
 Telephone: (803) 734-9004
 Email: cwhitmi@elections.sc.gov

3.3.1.2 *Project Description*

The South Carolina State Election Commission selected ScytI to provide Election Night Reporting in 2006 and its use continues today. South Carolina currently has approximately 3.2 million voters. ScytI provides a dynamic website with attractive visual representations of State of South Carolina Election Results. The site allowed South Carolina voters to view election results on any device, including mobile phones and tablets. The ScytI Election Night Reporting solution provided straight-forward set up and use for Election Night and allowed the State of South Carolina elections office to make sure that all stakeholders were informed of election results as the night progressed.

ScytI provided high project and quality management standards to achieve customer expectations throughout the implementation process. ScytI delivered all formal project deliverables within the agreed schedule, resulting in the solution that was successfully used during the 2016 General Election on November 8, 2016. Voters were able to access the results throughout the night and the website received positive feedback from users.

According to Chris Whitmire, Director of Public Information and Training for the South Carolina State Election Commission, “The quality control and responsiveness throughout the Project was consistently of the highest standard, and on several occasions, exceeded the level of service formally stipulated in the contract. Voters were able to access results as they were posted throughout the night and the feedback received by the SEC was very positive.”

3.3.2 *State of Arkansas*

3.3.2.1 *Contact Details*

Name: Leslie Bellamy
Position: Director of Elections
Address: Arkansas Secretary of State
500 Woodlane
Suite 26
Little Rock, AR 72201
Telephone: (501) 683-3721
Email: leslie.bellamy@sos.arkansas.gov

3.3.2.2 *Project Description*

The Arkansas Department of State selected Scytl to provide Election Night Reporting for an electoral size of 1,618,328 voters. Scytl provided a dynamic website with attractive visual representations of State of Arkansas Election Results. The site allowed Arkansas voters to view election results on any device, including mobile phones and tablets. The Scytl Election Night Reporting solution provided straight-forward set up and use for Election Night and allowed the State of Arkansas elections office to make sure that all stakeholders were informed of election results as the night progressed.

Scytl provided high project and quality management standards to achieve customer expectations throughout the implementation process. Scytl delivered all formal project deliverables within the agreed schedule, resulting in the solution that was successfully used during the 2016 General Election on November 8, 2016. Voters were able to access the results throughout the night and the website received positive feedback from users.

According to Leslie Bellamy, Director of Elections for the Arkansas Secretary of State, "...the overall solution was of a very high standard, and the service provided by Scytl was thoroughly professional. The quality control and responsiveness throughout the Project was consistently of the highest standard, and on several occasions exceeded the level of service formally stipulated in the contract."

3.3.3 *State of Georgia*

3.3.3.1 *Contact Details*

Name: Chris Harvey
Position: State Elections Director
Address: State of Georgia Secretary of State
2 MLK Jr. Drive
Suite 802 Floyd West Tower
Atlanta, GA 30334
Telephone: (404) 656-2871
Email: wharvey@sos.ga.gov

3.3.3.2 *Project Description*

The Georgia Department of State selected Scytl to provide Election Night Reporting for an electoral size of approximately 6 million voters. Scytl provides a dynamic website with attractive visual representations of State of Georgia Election Results. The site allows Georgia voters to view election results on any device,

including mobile phones and tablets. The ScytI Election Night Reporting solution provides straight-forward set up and use for Election Night and allows the State of Georgia elections office to make sure that all stakeholders were informed of election results as election night progresses.

ScytI provided exceptional project and quality management standards to exceed customer expectations throughout the implementation process. ScytI delivered all formal project deliverables within the agreed schedule, resulting in the solution that was successfully used during the 2016 General Election on November 8, 2016. Voters were able to access the results throughout the night and the website received positive feedback from users. ScytI ENR was also used throughout the 2017 Special Elections in the State of Georgia, which were highly visible nationwide.

4 Mandatory Specifications

| # | Requirement | Compliance (Yes/No) | Description |
|------------------|--|---------------------|--|
| 4.1.1 | Election Night Reporting Website | | |
| 4.1.1.1 | Website must be responsive and mobile-friendly to phones and tablets through supported browsers and operating systems. | Yes | ScytI ENR is fully responsive and mobile-friendly for phones and tablets on all modern browsers |
| 4.1.1.2 | Website must be capable of displaying configurable information for multiple elections. Information per election includes, but is not limited to: | Yes | ENR displays configurable information for multiple elections. |
| 4.1.1.2.1 | Configurable banner with image and text | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.2.2 | Election information | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.2.3 | Date and time of last update | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.3 | Website must be capable of aggregating and displaying unofficial election results at all Federal, State, and County levels, in both graphical map and listing formats. | Yes | ScytI ENR aggregates and displays unofficial election results at all levels (Federal, State, and County) in graphical map and listing formats. |
| 4.1.1.4 | Website must be capable of aggregating and displaying unofficial election results at all Federal, State, and County levels, in both graphical map and listing formats. | Yes | ScytI ENR aggregates and displays unofficial election results at all levels (Federal, State, and County) in graphical map and listing formats. |
| 4.1.1.5 | Results to display should include, but is not limited to: | | |
| 4.1.1.5.1 | Contest - Vote for X | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.5.2 | Contest - Total Votes | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.5.3 | Candidate - Party | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.5.4 | Candidate - Total Votes | Yes | This is a standard feature of ScytI Election Night Reporting |

| | | | |
|------------------|---|-----|---|
| 4.1.1.5.5 | Candidate - Percentage of Contest Total | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.5.6 | Voter turnout (ballots cast/voter registration totals) | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.1.6 | Website must be capable of displaying County participation or completeness status. Status should be derived from number of precincts reported and/or county participation. Status should also be configurable by State or County user. | Yes | The ENR site displays County participation and completeness status by number of precincts reported. Precincts can be marked as fully reported, partially reported, or not reporting. |
| 4.1.2 | Election Night Reporting System | | |
| 4.1.2.1 | System must allow for Agency or Agency in conjunction with Vendor to configure system with unique ID codes for Elections, Candidates, Contests, and Districts (including, but not limited to US, State, County, Municipality, Precinct) | Yes | ENR allows the Agency to configure each the system with unique ID codes for Elections, Candidates, Contests, and Districts (including, but not limited to US, State, County, Municipality, and Precinct) |
| 4.1.2.2 | System must allow for configuration of voter registration totals by District | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.3 | System must allow for election results upload in file format designated by Agency ('character separated values' format) | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.4 | System must allow for multiple uploads of election results, per county per election. | Yes | The system allows for multiple uploads of election results per county, per election. The elections officials can upload results as many times as desired throughout election night and can preview the results display before publishing the results. |
| 4.1.2.4.1 | Vendor and Agency will agree upon encryption protocols for all data transfer methods (HTTPS, SSL, TLS, FTPS). | Yes | ScytI and the Agency will agree upon encryption protocols for data transfer methods. ScytI commonly uses HTTPS and SSL to protect data. |
| 4.1.2.5 | System must include easy-to-navigate tiered permission levels of access including, but not | Yes | The ScytI system allows the Agency to identify different levels of permissions for different user types, including Administrator, State, and County users. |

| | | | |
|--------------------|---|-----|--|
| | limited to: Administrator, State, and County users. | | |
| 4.1.2.5.1 | Vendor and Agency will work in conjunction to establish user credential policies and features once contract is awarded. Features should include: | Yes | The solution includes configurable user credential policies and features. |
| 4.1.2.5.1.1 | Adjustable password length, content, and complexity - no less than 8 characters, must contain three of the following: upper case letter, lower case letter, number, symbol | Yes | The ScytI solution allows for configurable password requirements, including password length, content, and complexity. ScytI will configure the password requirements to fit Agency requirements. |
| 4.1.2.5.1.2 | Login attempt and lockout policy (lock out after not more than five attempts - account is locked until administrator unlocks) | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.5.1.3 | Password change policy (every 90 days or sooner) | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.5.1.4 | Session timing - if session has been idle for more than 15 minutes, require user to re-authenticate | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.5.1.5 | Two-factor authentication | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.2.6 | System must allow for manual entry of election results by State or County users, to edit or override uploaded results. | Yes | ScytI ENR allows for manual entry of election results by State or County users to edit or override uploaded results |
| 4.1.2.7 | System must include options for a results data feed (export) and download capabilities including, but not limited to .csv (Character Separated Value) and .xls (Excel) formats. | Yes | ScytI Election Night Reporting includes export and download files in .csv, .xls, .xml, and .txt formats |
| 4.1.2.7.1 | <i>Desired reports are detailed in Attachment A</i> | Yes | The reports described in Attachment A are standard within ScytI Election Night Reporting. |

| | | | |
|------------------|--|-----|--|
| 4.1.2.8 | <p>Upon termination of the contract for this solution, Agency is entitled to a complete and timely dissemination from the Vendor to the Agency of all uploaded results and relevant configuration data housed by the system. This includes, but is not limited to, any data dictionaries and data flow diagrams. The vendor must also ensure that all hardware which may have stored Agency data and proprietary information at any time will be destroyed by the Vendor through a process that prevents reassembly in any usable form. Vendor must provide a notarized certification of destruction, following the format of the NIST Special Publication 800-88 Validation Form.</p> | Yes | <p>Upon termination of the contract for this solution, Scytl will provide all uploaded results and all State of West Virginia data. As the solution is cloud hosted, there is no hardware that will be destroyed by the Vendor. All West Virginia data will be wiped from Scytl's servers and Scytl will provide a notarized certificate that the data has been destroyed.</p> |
| 4.1.3 | Hosting, Support, and Maintenance | | |
| 4.1.3.1 | <p>Vendor must provide hosting for Agency's use of the Election Night Reporting Website and System.</p> | Yes | <p>Scytl provides cloud hosting of the Election Night Reporting solution as described in Section 5.1 of this proposal</p> |
| 4.1.3.2 | Vendor solution must include: | | |
| 4.1.3.2.1 | <p>Web Services and Web Applications protected by Web Application Firewall (WAF) capable of restricting access based on IP address and geography</p> | Yes | <p>Scytl protects ENR with a WAF capable of restricting access by IP address and geography</p> |
| 4.1.3.2.2 | <p>Proper segmentation of web services, application servers, and databases into separate security enclaves with only necessary traffic for system functionality permitted</p> | Yes | <p>Scytl segments web services, application servers, and databases into separate security enclaves with only necessary traffic for system functionality permitted</p> |

| | | | |
|------------------|---|------|--|
| 4.1.3.2.3 | Distributed Denial of Service (DDoS) mitigation plan in case website is subject to attack | Yes | ScytI has a detailed disaster recovery plan and security measures in place to protect against Distributed Denial of Service attacks. More detailed information on ScytI's disaster recovery plan and security measures may be found in Section 5.1.1 and 5.2 of the proposal. |
| 4.1.3.3 | Vendor must provide system with redundant hosting and both Active and Passive fail-over capabilities that prevent availability interruption and performance degradation | Yes* | ScytI's system includes redundant hosting to prevent availability interruption and performance degradation. Instead of an Active/Passive pattern, ScytI employs a load-balancing pattern. ScytI still maintains two separate environments, but both of them are being used at all times. This reduces costs and is equally as effective as active/passive fail over patterns in ensuring that one of the two environments will remain active in the event of an availability interruption. |
| 4.1.3.4 | Vendor must supply 24-hour solution support to Agency and Counties on Election Day, including uptime of website, results file upload troubleshooting, and account maintenance. | Yes | ScytI provides 24-hour solution support to the Agency and Counties on Election Day, including uptime of website, results file upload troubleshooting, and account maintenance. ScytI's SLA may be found in Section 8 of this proposal. |
| 4.1.3.5 | Vendor and Agency will agree upon go-live, accessibility, availability, and system maintenance schedules once contract is awarded. Go-live to public must be completed prior to May 8, 2018. | Yes | ScytI will coordinate with the Agency to determine the final project schedules once the contract is awarded. ScytI will be able to implement the project prior to May 8, 2018. |
| 4.1.3.6 | Vendor must provide system that includes minimum bandwidth required for: | | |
| 4.1.3.6.1 | Minimum 25,000 new network sessions per second | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.3.6.2 | Minimum 100 simultaneous new application login events | Yes | This is a standard feature of ScytI Election Night Reporting |
| 4.1.3.6.3 | Minimum 100 simultaneous logged in users | Yes | This is a standard feature of ScytI Election Night Reporting |

| | | | |
|-----------------------|---|------------|---|
| <p>4.1.3.7</p> | <p>Vendor must employ industry standard security protocols for the storing of and access to Agency data</p> | <p>Yes</p> | <p>Scytl employs industry standard security protocols for all of our solutions. More details on Scytl's security measures may be found in Section 5.2 of this proposal.</p> |
| | <p>Vendor must perform Penetration Testing and Vulnerability Scanning no later than 30 days prior to go-live. Solution must allow for the same performed by Agency or Agency sanctioned organizations. Vendor must report medium and high-level vulnerability findings within one week of the finding(s). All critical and high level vulnerabilities must be mitigated within 72 hours. Agency must approve of any necessary mitigation plans based on findings.</p> | <p>Yes</p> | <p>Scytl will perform Penetration Testing and Vulnerability Scanning as part of the implementation process. The exact scheduling of this testing will be determined with the State of South Carolina and all medium and high-level vulnerability findings will be reported to the State. Critical and high level vulnerabilities will be mitigated within 72 hours.</p> |

5 Website Capabilities

5.1 Hosting and Technical Infrastructure

As required by the State of West Virginia, the proposed system can be hosted on a cloud environment. Installing the solution in a Cloud environment will provide significantly more agile scalability and redundancy for less investment. Following the latest federal guidelines, industry best practices and standards, ScytI's suite of products is securely hosted in the "cloud" (Amazon Web Services), behind a layer of redundant firewalls under 24/7 physical and application monitoring to ensure the security, health and integrity of the system around the clock, providing industry standard counter measures against attacks on availability. ScytI has hosted all of our solutions on the Amazon Web Services cloud for multiple large elections, including the 2016 General Election. On Election Night in 2016, Election Night Reporting alone had almost 5 million page views with no decrease in website function. If our solution is chosen, ScytI will sign a mutually agreed upon Service Level Agreement (SLA) based on the State requirements.

Our infrastructure is designed to provide redundancy for key components. Redundant Internet connections are load balanced by redundant network load balancers. In addition, all servers are connected to redundant network switches. The incoming web traffic is load balanced across multiple web servers. Those web servers are serviced by a multiple node file server cluster and a multiple node database server cluster. File level backups are performed nightly to a local disk repository for quick restores.

Our current architecture provides nearly unlimited scalability with a bandwidth scale sufficient to accommodate increased traffic. Should it be necessary, additional web servers can be added "on the fly" to handle all additional traffic load as well as file and/or database server size adjustment as load dictates. Application security is handled by Secure Socket Layer for appropriate web sites and Secure File Transfer Protocol where appropriate.

The proposed hosting environment to host the solution is AWS (Amazon Web Services), with the high-level architecture depicted in the following figure.

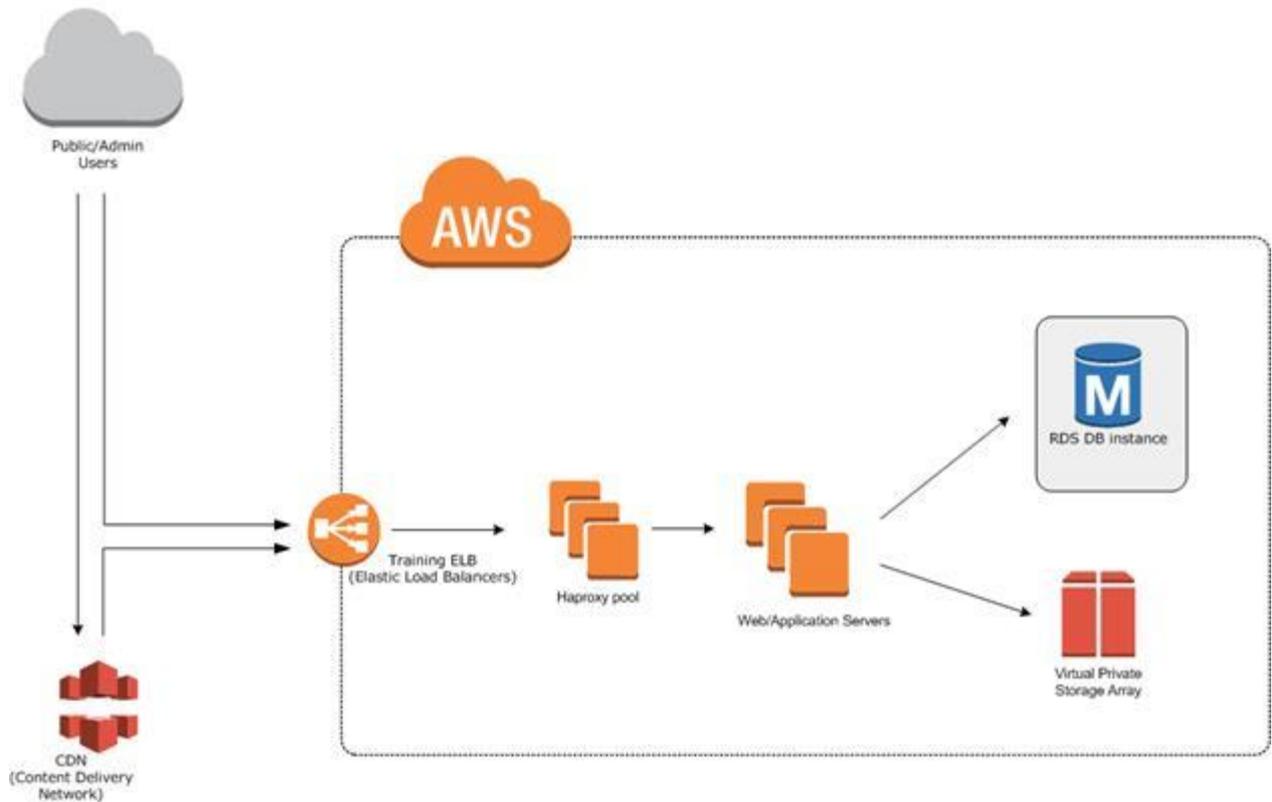


Figure 1 – High level system architecture

The main technical components of the solution can be summarized as follows:

- Applications hosted on a load-balanced, expandable pool of Linux/Apache web servers.
- Amazon’s RDS (Relational Database Service) is used to host the database, providing scalability and high availability built in to the service
- Shared files are hosted using an enterprise-grade storage as a service, Virtual Private Storage Array, also providing built-in scalability and high availability
- Videos and other content assets are served to end users via a worldwide CDN (Content Delivery Network) providing for high performance and scalability.

Regarding the specific hosting and security requirements:

1. Reporting tools will be available to show hit counter, uptime, and bandwidth usage histograms.



Figure 2 – Sample Reporting Tool

2. Availability of at least 99.9% uptime. Schedule of required maintenance windows will be submitted to the State annually no later than two weeks prior to the start of each calendar year. It will be possible to make arrangement to adjust maintenance schedules should the planned work conflicts with election cycles.
3. Multiple highspeed OC-192 paths to the Internet with automatic IP address block rerouting (BGP4).
4. Full redundancy on all infrastructures and network support systems (the branches of servers will be located in different regions and availability zones of Amazon in order to provide a true highly redundant system).
5. State will have access to system/application logs to verify compliance with hosting and security requirements. It is expected that the State will provide 24-hour notice when requesting access to such logs.

Scytl is fully compliant with the SOC1/SSAE 16 through Amazon Web Services and its report can be directly provided to the State should this be required (once an NDA has been signed due to AICPA requirements regarding its use and contractual agreements). The NDA should be signed after the awarding of the contract. However for further public information on **SOC 2: Security Criteria** please refer to the following address: https://cert.webtrust.org/pdfs/soc3_amazon_web_services.pdf In addition, further information can be found on the following Whitepapers that provide details related to Amazon Web Services (AWS) Security and Compliance:

- **AWS Security Whitepaper:**

http://media.amazonwebservices.com/pdf/AWS_Security_Whitepaper.pdf

- **AWS Compliance Whitepaper:**
http://media.amazonwebservices.com/AWS_Risk_and_Compliance_Whitepaper.pdf

5.1.1 Details of disaster recovery plan

ScytI has extensive experience managing web-based election-related platforms nationwide. Our facilities are proven and have comprehensive disaster recovery plans in place. The proposed infrastructure is a multi-region and multi-AZ (AZ - Availability Zone¹), which means that different branches of servers are located in different regions and zones. The database is synchronized automatically across the different regions.

With this approach, we provide a multi-site hosting environment that is able to continue providing the service even if a region or a zone is not available. With this mechanism, in the event of a system failure or a region or a zone, we are able to continue offering the service (while the other site is recovered), which means that it will not be necessary to wait up to two hours to restore the full service.

5.1.1.1 Multi-site hosting facilities

The database employed, Amazon RDS Multi-AZ, provide enhanced availability and durability for Database (DB) Instances, making them a natural fit for production database workloads. Amazon RDS automatically creates a primary DB Instance and synchronously replicates the data to a standby instance in a different Availability Zone (AZ). Each AZ runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. In case of an infrastructure failure (for example, instance hardware failure, storage failure, or network disruption), Amazon RDS performs an automatic failover to the standby, so the proposed system can resume database operations as soon as the failover is complete. Since the endpoint for the proposed DB Instance remains the same after a failover, the proposed system can resume database operation without the need for manual administrative intervention.

¹ In AWS, Availability Zones within a region are well connected, but physically separated.

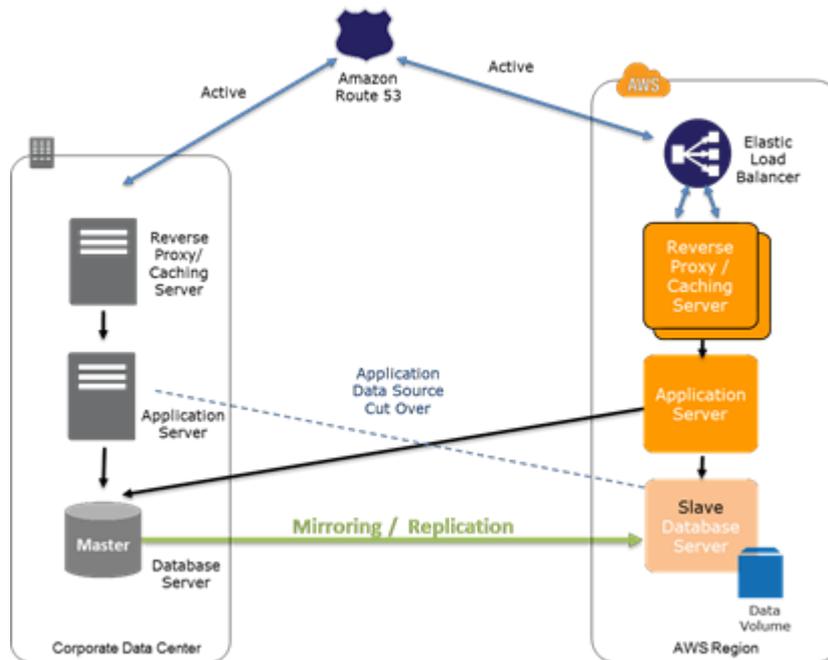


Figure 3 – Disaster Recovery – Multi-site hosting

Furthermore, with the proposed infrastructure, we are able to provide multi-site load balancing.

5.1.1.2 Disaster Recovery (DR) Approach with AWS

Applications deployed on AWS have multi-site capability by means of multiple Availability Zones. As mentioned previously, Availability Zones are distinct locations that are engineered to be insulated from each other, providing low-latency network connectivity within the same region at a reasonable cost.

There are two main approaches for replicating data: synchronous and asynchronous. The approach employed in this scenario will be synchronous replication. With synchronous replication, data will be atomically updated in multiple locations. For example, when deployed in Multi-AZ mode, Amazon RDS uses synchronous replication to duplicate data in a second Availability Zone. This ensures that data is not lost if the primary Availability Zone becomes unavailable.

If a site becomes unavailable, the proposed approach ensures that the service will not be interrupted. In order to recover from a disaster, it will be necessary to restore the primary site to a working state (often referred to as a “fail back”). This will require the restarting of the application servers and synchronizing the database (with the content that have changed in the previous servers).

5.1.1.3 Backups and test plans

Automated backups of all customer data are made nightly and kept in an off-site facility. Tests for these plans occur semi-annually to validate recovery processes and response times. In the event disaster strikes our facility, all service is transferred to a redundant, alternate facility in another state.

5.2 Security Measures

ScytI's infrastructure is based on Amazon Web Services (AWS) and relies on the security frameworks and measures in place. Amazon Web Services is ISO 27001 and ISO 9001 certified.

ISO 27011 certification is a security management standard that specifies standard that specifies security management best practices and comprehensive security controls following the ISO 27002 best practice guidance. This is a widely-recognized international security standard. Certification in the standard requires Amazon Web Services to:

- Systematically evaluate our information security risks, taking into account the impact of company threats and vulnerabilities
- Design and implement a comprehensive suite of information security controls and other forms of risk management to address company and architecture security risks
- Adopt an overarching management process to ensure that the information security controls meet the information security needs on an ongoing basis

The key to the ongoing certification under this standard is the effective management of a rigorous security program. The Information Security Management System (ISMS) required under this standard defines how we perpetually manage security in a holistic, comprehensive way. The ISO 27001 certification is specifically focused on the AWS ISMS and measures how our internal processes follow the ISO standard. Certification means a third party accredited independent auditor has performed an assessment of our processes and controls and confirms they are operating in alignment with the comprehensive ISO 27001 certification standard.

In addition, Amazon Web Services is ISO 9001 certified. This is a global standard for managing the quality of products and services based on eight principles defined by the ISO Technical Committee for Quality Management and Quality Assurance; including, customer focus, leadership, involvement of people, process approach, system approach to management, continual improvement, factual approach to decision-making, and mutually beneficial supplier relationships. The key to the ongoing certification under this standard is establishing, maintaining and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner where AWS products and services consistently satisfy ISO 9001 quality requirements.

In order to meet strict ISO security standards, Amazon Web Services has implemented several specific security rules.

- Access rules: access to privileged servers and services are routed through a secure virtual private network
- Privileged access to services: Access to services is based on a strict certificate matching protocol
- Public facing service: Any public facing service is encrypted using SSL

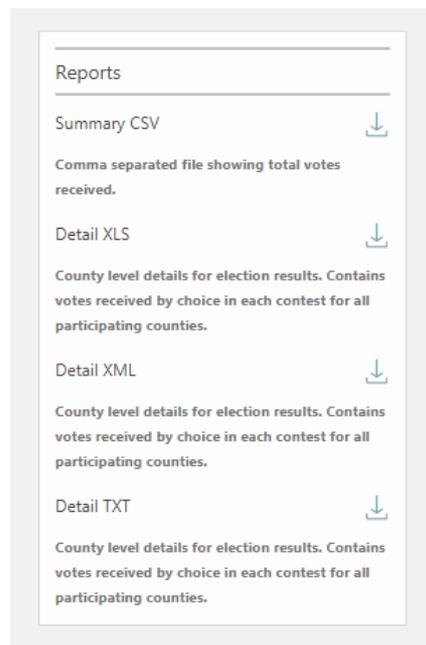
6 Reporting

6.1 File Formats

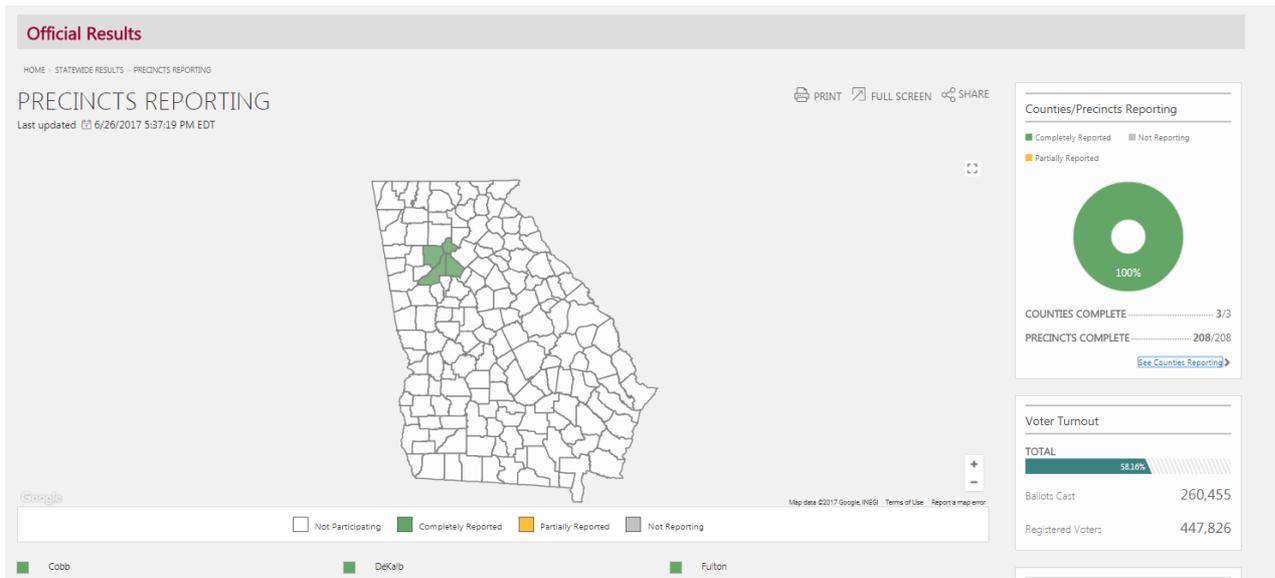
Scytl has worked extensively with tabulator vendors across the country to be able to import files from all major tabulator vendors. Of the tabulator vendors approved for use in the State of West Virginia, Scytl Election Night Reporting will be able to accept files from Premier Election Services, ES&S, Dominion, and Unisyn. In addition, State or County administrators are able to enter results manually in the event that exports are not available. Scytl has reports available in CSV, XLS, XML, and TXT formats. Additional details on the reports available may be found in Section 13.2.

6.2 Available Reports

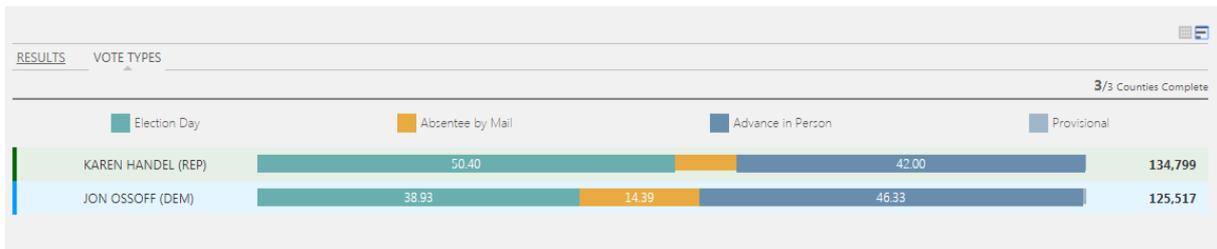
Scytl's Election Night Reporting System includes several types of reports which are available on the Election Night Reporting website for public download. These report types include: CSV, XLS, XML, and TXT reports.



Scytl's Election Night Reporting page is able to display information on the percentage of precincts reporting and will display results in graphical and map formats. The graphic below shows Scytl's Precincts Reporting feature for a Special Election in some counties in the State of Georgia. The graphic includes a map of which precincts have reported and a chart displaying the percentage of precincts reporting. Since this Special Election only impacted 3 counties, only 3 counties are colored in on the map.



In addition to ScytI's precincts reporting page, all results are displayed using both maps and graphs. A sample of the graphs available in Election Night Reporting can be found below.



ScytI Election Night Reporting is a media-friendly solution. ScytI's XML reports are frequently used by media outlets to enter into their own graphics systems. According to the Associated Press:

For each election, the AP Election Research and Vote Tabulation Team needs to quickly and efficiently collect accurate election data at all levels of granularity. We work closely with election offices across the country to ensure we report the most up-to-date and accurate election results. When a state or county uses ScytI's Election Night Reporting Solution, the data is easy to find and understand, allowing us to more quickly share election night results with AP member news organizations, election subscribers and the public.

In addition, Election Night Reporting allows State and County administrators to add reporters or news stations to the Recipients List. This feature allows administrators to preload an unlimited number of recipients and their email addresses or secure FTP address prior to each election. Upon completion of each upload, these recipients will automatically receive a CSV or excel file containing the most recent update. This feature has been praised by our customers for expediting reporting to their state authorities and local media.

Finally, ScytI is in the process of reviewing the new NIST CDF for Elections and will make our exports comply with this format in the future.

6.3 Data Backups

ScytI Election Night Reporting is able to maintain historical records of elections using our system. The State of West Virginia will be able to access the Election Night Reporting page for these elections throughout the length of the contract. Upon termination of the contract, all State of West Virginia data will be returned to the State.

Automated backups of all customer data are made nightly and kept in an off-site facility. Tests for these plans occur semi-annually to validate recovery processes and response times. In the event disaster strikes our facility, all service is transferred to a redundant, alternate facility in another state. Additional information on ScytI's disaster recovery plan may be found in Section 12.1.1.

7 Implementation Plan

ScytI is used to working on electoral projects with tight schedules and unmovable deadlines. Previous experiences validate this point. Therefore, to achieve the project goals, ScytI will implement the electoral management approach used in the implementations for the State of Arkansas, Colorado, Georgia, Kentucky, and South Carolina.

Throughout this project, State of West Virginia personnel will be required to commit an estimated total of 115 hours to the implementation over 8-10 weeks. State of West Virginia personnel will need to provide data files from all County tabulator vendors and map files at project kick-off. State of West Virginia personnel will also be required to approve the State banner designs. Finally, State of West Virginia personnel will need to be available to be trained on the use of the Election Night Reporting system.

The project has been scheduled into phases, which are detailed in the next section, including the deliverables (milestones or final deliverable) for each one. In terms of the schedule, ScytI is fully confident that the project can be delivered on time due to its extensive experience and the use of technology already available and proven worldwide. The table below shows the main scheduled activities for the ENR solution. This timeline assumes that the implementation begins by February 15, 2018.

| Week | Phase | Milestones or Final Deliverables |
|---------------|-------------------------------------|---|
| Week 1 | Initiation | <ul style="list-style-type: none"> Detailed project plan Staffing plan Risk management plan |
| Week 2 | Requirements Gathering | <ul style="list-style-type: none"> Requirement GAP Analysis User Requirement Specification Document |
| Week 3 | Customization/Development | <ul style="list-style-type: none"> Creation of Election Night Reporting website design Creation of custom reports Development of Unisyn parser |
| Week 4 | Customization/Development Continued | <ul style="list-style-type: none"> Creation of Election Night Reporting website design Creation of custom reports Development of Unisyn parser |
| Week 5 | Quality Assurance and User Testing | <ul style="list-style-type: none"> Validated solution Documentation (User Manual, System Administration Manual) |
| Week 6 | Training | <ul style="list-style-type: none"> Training plan Training materials |

| | | |
|---------------|-------------------------|--|
| Week 7 | Election Readiness | <ul style="list-style-type: none"> Election configuration sheet |
| Week 8 | Election | <ul style="list-style-type: none"> Election statistics report Post-election report |
| Week 9 | Maintenance and Support | <ul style="list-style-type: none"> Status report Change request report |

7.1 Initiation phase

In this phase, the project is initiated and all involved stakeholders are introduced and a clear hierarchy is established. The Project Management methodology and Quality Management approach are reviewed, an initial schedule for delivering the project and the initial identified risks are defined.

| Objectives | |
|--|--|
| <ul style="list-style-type: none"> To initiate the project, so all involved stakeholders are introduced and a clear hierarchy is established To review the Project Management methodology and Quality Management approach To define the initial schedule for delivering the project To define the initial identified risks | |
| Inputs | |
| <ul style="list-style-type: none"> Signed contract for the project | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> Work on initial Project definition, including: <ul style="list-style-type: none"> team components project management quality management risk management roles & responsibilities deliverables |
| Client | <ul style="list-style-type: none"> Active involvement in scheduled meetings Revision and validation of generated documentation and requirements |
| Deliverables | |
| <ul style="list-style-type: none"> Initial Project Management Plan Initial Planning / Schedule Initial Risk Management Plan and risk log | |
| Criteria to move to next phase | |
| <ul style="list-style-type: none"> All Deliverables validated by the Steering Committee | |

7.2 Requirements phase

In this phase, the detailed requirements (specifications) for the project are defined and agreed. The detailed schedule for delivering the project, and the testing and acceptance strategy are also defined.

| Objectives | |
|---|---|
| <ul style="list-style-type: none"> To define the detailed schedule for delivering the project To define and agree the detailed requirements (specifications) for the project To define the testing and acceptance strategy To define the audit scope (if applicable) | |
| Inputs | |
| <ul style="list-style-type: none"> The initial Project Management Plan and schedule The initial Risk plan and risk log The requirements established by the Client ScytI's proposal for the project The standards and normative regarding software development and testing Complementary solutions provided by ScytI Initial list of materials to order and procure | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> Update the Project definition, including project management, quality management and risk management Work on the testing plan, both internal and external (the user acceptance process) Work on the definition of the audit scopes (the one related to security and the one related to the whole electoral process, if applicable) Work on a detailed planning where the tasks for each stakeholder are clearly defined Initiate contact with Unisyn to receive Unisyn files Set up environment for software development Initialize the environment for software testing and integration |
| Client | <ul style="list-style-type: none"> Active involvement in scheduled meetings Revision and validation of generated documentation and requirements Submission of all required information and any known constraint Coordination of all involved stakeholders of the project, including Client internal staff, subcontractors and external agents (e.g. auditors). |

| Deliverables |
|--|
| <ul style="list-style-type: none"> • Updated Project Management Plan • Requirement GAP Analysis Document • Requirements Specification Document • Detailed Planning / Schedule • Updated risk log • Testing plan and test cases (initial) |
| Criteria to move to next phase |
| <ul style="list-style-type: none"> • All Deliverables validated by the Steering Committee • Preparation and Sign-Off on Requirement GAP Document and the Requirements Specification Document |

7.3 Customization/development phase (1-2 weeks)

In this phase, the solution is customized taking into consideration the requirements and plan defined in the previous phases. Additional components required are also developed and/or customized if required.

| Objectives | |
|---|--|
| <ul style="list-style-type: none"> • Customize / Develop the solution taking into consideration the requirements defined in the previous phase • Customize/develop additionally components required | |
| Inputs | |
| <ul style="list-style-type: none"> • Current version of the solution • Current version on other additionally component • Requirements Specification Document • Environment for software development • Software development standards and coding normative • Normative related to technical documentation generation • Initial Testing plan and test cases • Samples of data/elements required for the integration | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> • Solution customization based on agreed specifications • Creation of custom reports and development of Unisyn parser • Testing plan and testing cases • Initialization of the document generation (user manuals) • Finalize the environment for software testing and integration • Internal testing on the customized system |
| Client | <ul style="list-style-type: none"> • Supervise customization works • Participate in progress-reporting meetings |

| Deliverables |
|--|
| <ul style="list-style-type: none"> • Software ready to be QA • Finalized testing plan and test cases • Initialized manuals/guides |
| Criteria to move to next phase |
| <ul style="list-style-type: none"> • Software internally tested and validated by ScytI |

7.4 Quality Assurance (QA) and User Testing phase

As previously introduced, in this phase the customized solution is reviewed following the QA standards. The documentation is also reviewed against actual solution process.

| Objectives | |
|--|--|
| <ul style="list-style-type: none"> • Review the customized solution following the QA standards • Review documentation against actual solution process. | |
| Inputs | |
| <ul style="list-style-type: none"> • The solution customized for the Client • The documentation for the initial phase of customization • Test and QA Plan | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> • Installation of the customized version of Solution. • Configuration of solution • Review of any required documentation • Validation of the system against use cases and validation scripts • Review documentation against actual solution process • Approval of the documentation |
| Client | <ul style="list-style-type: none"> • Validation of the customized solution |
| Deliverables | |
| <ul style="list-style-type: none"> • Solution ready to pass the acceptance testing • Documentation on the voting system, including instructions for voters, user manual, and system administration manual • Test plan updated | |
| Criteria to move to next phase | |
| <ul style="list-style-type: none"> • System deployed in the production environment • QA approval of the solution • Steering committee approval of the solution | |

7.5 Training phase

In this phase, training and technology transfer is provided to the final user of the solution. Different train-the-trainer sessions will be delivered for the different users that may interact with the system.

| Objectives | |
|---|---|
| <ul style="list-style-type: none"> Provide training and technology transfer to final user of the solution | |
| Inputs | |
| <ul style="list-style-type: none"> Agreed training plan Solution installed and ready to be used Solution's Documentation | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> Review documentation and prepare training support material Execute training sessions as agreed with Client Verify technology transfer execution |
| Client | <ul style="list-style-type: none"> Validate technology transfer to Final users Approve and close training sessions |
| Deliverables | |
| <ul style="list-style-type: none"> Training materials Final users trained in the use of the solution provided | |
| Criteria to move to next phase | |
| <ul style="list-style-type: none"> Deliverables validated by the Steering Committee | |

7.6 Election Readiness Phase

In this phase the solution is configured and deployed.

| Objectives | |
|--|--|
| <ul style="list-style-type: none"> Configure the solution provided to support the planned elections | |
| Inputs | |
| <ul style="list-style-type: none"> Solution accepted by the client and deployed in all polling centres Final users trained | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> Configure, publish and deploy election |
| Client | <ul style="list-style-type: none"> Provide the election configuration sheet |
| Deliverables | |
| <ul style="list-style-type: none"> Election configuration sheet | |
| Criteria to move to next phase | |
| <ul style="list-style-type: none"> Deliverables validated by the Steering Committee | |

7.7 Election phase

In this phase, the solution is used for the Election.

| Objectives | |
|--|---|
| <ul style="list-style-type: none"> • Use Election Nigh Reporting to display results • Obtain the results, i.e. the list of winner's candidates | |
| Inputs | |
| <ul style="list-style-type: none"> • Solution accepted by the Client • Elections configured in the system | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> • Open the election • Monitor the system during the election • Provide remote support to Client • Provide technical maintenance if required • Closure of the election • Generate election report |
| Client | <ul style="list-style-type: none"> • Act as a first point of contact for voters, providing assistance/support to voters during the election • Upload relevant election results data • Validate final results • Validate reports issued |
| Deliverables | |
| <ul style="list-style-type: none"> • Election results report | |
| Criteria to move to next phase | |
| <ul style="list-style-type: none"> • Deliverables validated by the Steering Committee | |

7.8 Maintenance and support

In this phase the initial delivery phase is closed, formally closing the project phase with the client and the maintenance and support phase is initiated.

| Objectives | |
|--|---|
| <ul style="list-style-type: none"> • Close the initial delivery phase. Formally close project phase with Client • Initiate the maintenance and support phase • Release resources (initial delivery phase) | |
| Inputs | |
| <ul style="list-style-type: none"> • Approvals from Client of all deliverables | |
| Stakeholders | Main Activities |
| ScytI | <ul style="list-style-type: none"> • Initiate maintenance and support phase, producing the periodic status reports and the change request report (when applicable) |

| | |
|---|--|
| Client | <ul style="list-style-type: none"> • Confirm the solution in the production environment is performing properly • Issue final acceptance • Accept periodic reports from ScytI • Act as first point of contact for users |
| Deliverables | |
| <ul style="list-style-type: none"> • Final acceptance of the project • Status report • Change request report | |
| Criteria to close this phase | |
| <ul style="list-style-type: none"> • Deliverables validated by the Steering Committee | |

8 Service and Maintenance

ScytI will support the proposed solution throughout the contract period. ScytI offers a base-warranty period which can be optionally extended should this be required by the State. Below, ScytI has included our standard service level agreement to describe our customer service program and maintenance plans, response times, election night report, and ability to ensure 99.9% uptime of the website.

Additionally, as required by the State of West Virginia, ScytI will support:

- ✓ 99.9% uptime and application availability, as measured in a week, during regular election periods. The duration of each regular election period is 60 (sixty) calendar days: 15 (fifteen) calendar days prior to an election through 20 (twenty) calendar days after the election ends. In addition, ScytI uses different availability zones within Amazon Cloud Services to minimize the occurrence of outages and a CDN (Content Delivery Network) approach to make content available to the end-user in the event of any disruption.
- ✓ Full redundancy on all Solution infrastructure and network support systems.
- ✓ 24/7 technical support to supply same call response time.
- ✓ Defect corrections in accordance with the agreed-upon Defect Service Level Agreement. Agency anticipates that corrections will be completed
 - Within 4 hours during regular election periods.
 - Repairs within 1 hour during key election periods (Key election period is defined as Election Day and the 5 days following Election Day).

8.1 Levels of support

The overall support process exists of three levels. The figure below provides an overview of these levels of support.

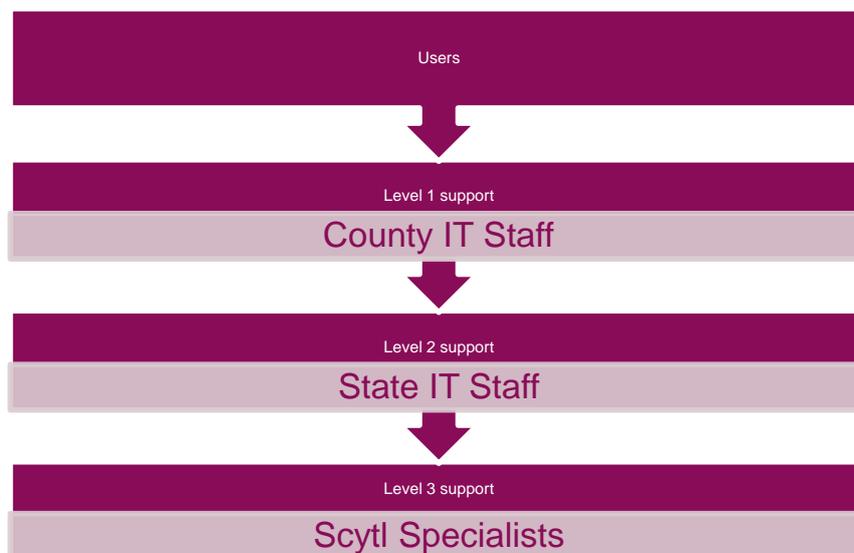


Figure 4 - Support Levels

This support process of three levels is organized as follows:

1. Staff members from the Counties of West Virginia are responsible for the first level of support (e.g. County IT staff). They take support requests from the end-users by phone or email and try to provide a solution. The State of West Virginia is encouraged to use the ticketing tool that will be deployed and used by ScytI. If the county support staff at this level is unable to resolve the support request, they scale the request to the next level.
2. The State of West Virginia staff members will provide the second level support. Only the first level of support is allowed to contact second level support. All support requests shall have been adequately registered and documented at level one to ensure that important details about support requests are not lost or misunderstood. Most, if not all, support requests that are scaled to second level support shall be dealt with and resolved at this level. In scenarios where resolving a particular support request requires additional resources or if more thorough analysis would be needed, the support request is scaled to the next level.
3. ScytI is responsible for the third level of support. This level of support will be located remotely in ScytI's software development department. It is staffed with the complete development team involved in the development and customization of the Election Night Reporting System. It is expected that only very specific support requests are scaled to this level of support.

Each level of support may only be contacted by the previous support level. End Users can only contact first level support provided by the State of West Virginia. ScytI will only contact End Users directly upon explicit approval of first level support.

8.2 Software Maintenance and Support – Technical Service description

8.2.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- **“Software maintenance”** is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs, to improve performance or other attributes, or adapt to a changed environment.
- **“Perfective maintenance”** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- **“Adaptive maintenance”** includes modifications and upgrades applied to keep the software product up-to date and tuned to the changing environment.
- **“Preventive maintenance”** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment but may cause serious issues in future.

- **“Corrective maintenance”** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- **Response time** means the time elapsing between the reporting of an Issue by a Customer and the response from a ScytI’s Technical Support Services engineer acknowledging receipt of the reported Issue.
- **Diagnosis time** means the time elapsing between the Response time and the diagnosis of the Issue made by ScytI’s Technical Support Services.
- **“Issue”** means either
 - a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in the use of the Software, or
 - b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- **“Resolution or patch or Bug Fix”** means either a software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.
- **“Upgrade”** means a revision or change of version of the Software released by ScytI to its end user customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **“Maintenance Release”** is a release of or for the Software that includes the most recent Patches and Upgrades.
- **“Current Software Version”** means the most recently released commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to ScytI hereunder.
- **“Supported Versions”**. SCYTIL’ obligations with respect to the Maintenance Services shall apply only to those versions of the Software that are within one (1) year time frame of Current Software Version.
- **“Hosted System”** means Software hosted by ScytI externally in its data center to which the Customer may access it over the internet from anywhere at any time.

8.2.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1. **ScytI Technical Services.** ScytI Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the

Software with the user or third-party developed software or data, configuration advice that is not related to initial installation and setup, or non-bug related technical problem resolution.

2. **Resolutions and Severity levels.** ScytI will make commercially reasonable efforts to provide a Resolution or Patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

| <i><u>Severity</u></i> | <i><u>Description</u></i> | <i><u>Details</u></i> |
|------------------------|---|--|
| <i><u>CRITICAL</u></i> | An immediate and sustained effort using all available resources until issue is resolved. | <ul style="list-style-type: none"> • Business critical function is down • Major impact to Customer’s business • No workarounds exist |
| <i><u>HIGH</u></i> | Technicians respond immediately, assess the situation and may interrupt other staff working low or medium priority jobs for assistance. | <ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary |
| <i><u>MEDIUM</u></i> | Responding using standard procedures and operating within normal Management structures. | <ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded |
| <i><u>LOW</u></i> | Responding using standard operating procedures and as time allows. | <ul style="list-style-type: none"> • Non-critical, function down or impaired • No business impact • Generic Service Enhancements |

3. **Technical Support Contacts.** ScytI Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to ScytI’s Technical Support Contact, who will be the only interface to the ScytI Maintenance and Support Services.
4. **Exclusions from ScytI’s Technical Services.** ScytI is not obligated to provide Technical Services in the following situations:

- a) When ScytI determines that the Issue, is caused by unauthorized changes or modifications to the Software provided by ScytI, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of ScytI;
 - b) The Software has been damaged through negligent use by the Customer.
 - c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of ScytI;
 - d) The issue is caused by third party software not licensed by or through ScytI;
 - e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release; or
 - f) The Customer has not paid the Technical Services fees when due;
 - g) The version of the Software that the Customer is using is not a Supported Version;
 - h) If the Customer has not complied with ScytI's license Agreement;
 - i) Failures related to an accident, disaster or other Force Majeure event;
5. **Agreement in Force.** Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

8.2.3 Escalation Process

For each Issue:

1. The Customer's Technical Support Contact will notify the Issue through the agreed channels;
2. A ScytI's Technical Support Services engineer will acknowledge the reception of the Issue;
3. A ScytI's Technical Support Services will do an initial diagnosis and complete the incident details in the Incident Management Tool:
 - Services affected;
 - Level of disruption;
 - Cause of the incident;
 - Estimated time to resolve it;
 - Feasible workaround.
4. The ScytI's Technical Support Engineer will contact Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The ScytI's Technical Support Engineer will provide regular updates on the incident status;

8.2.4 Service Level Agreements (SLAs)

ScytI's Software Support and Maintenance Service is divided into different sub-services:

- Service Management (Normal Service);
- Election Period Support and Issue Response;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.

8.2.4.1 Service Management (Normal Service)

8.2.4.1.1 Service Description

To guarantee a smooth and efficient relationship between ScytI and their partners, ScytI assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate the regular maintenance and support activities.

The Service Manager will regularly report on the different activities performed as well as the status of the contracted pools of support hours (if any).

| | |
|-----------------------------|--|
| <i>What is included</i> | <ul style="list-style-type: none"> • Single Point of Contact (SPOC) |
| <i>What is not included</i> | <ul style="list-style-type: none"> • Project Management activities for Electoral Events |

8.2.4.1.2 Service details

| | |
|----------------------------|--|
| <i>Service hours</i> | Monday to Friday from 9 AM to 5 PM ET |
| <i>After hours support</i> | On-call staff can be reached via the support telephone and/or support email. |
| <i>Response time</i> | Dependent on issue priority (See Section 8.2.4.2.1) |

8.2.4.2 Election Period Support and Issue Response

8.2.4.2.1 Service Description

In the event the Hosted System fails to perform as required by this Agreement (an “Issue”), the following Issue Response Procedure shall apply: Customer will notify ScytI of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist ScytI in resolving any Issue with the Software. Upon notification of an Issue, Customer and ScytI by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 8.2.2. ScytI shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, ScytI shall provide Customer with an initial assessment with a detailed explanation of the Issue in conjunction with the necessary steps for the parties to mitigate the Issue.

| <u>Severity</u> | Response Time |
|--------------------------|--------------------------------------|
| <u>Critical Priority</u> | 0-30 minutes (during business hours) |
| <u>High Priority</u> | Within 2 hours |
| <u>Medium Priority</u> | Within 24 hours |
| <u>Low Priority</u> | Within 5 working days |

8.2.4.2.2 Service Details

8.2.4.2.2.1 Normal Service Availability

| | |
|--------------------------------------|--|
| <u>Service hours</u> | Monday to Friday from 9 AM to 5 PM EST (Eastern Time) |
| <u>After hours support</u> | On-call staff can be reached via the support telephone and/or support email. |
| <u>Response time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Diagnosis time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Out of Service Hours Response</u> | Calls received outside of Service Support Hours will be forwarded to the on-call service manager’s mobile telephone and best efforts will be made to respond to the call based on the issue priority. |
| <u>Service volume</u> | Annual pool of hours (see proposal/contract). |
| <u>Rules of use</u> | <ul style="list-style-type: none"> • In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis). |

8.2.4.2.2.2 *Fifty Days Prior to an Election*

| | |
|--------------------------------------|--|
| <u>Service hours</u> | Monday to Friday from 7 AM to 10:00 PM EST (Eastern Time) |
| <u>After hours support</u> | On-call staff can be reached via the support telephone and/or support email. |
| <u>Response time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Diagnosis time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Out of Service Hours Response</u> | <p>Calls received outside of Service Support Hours will be forwarded to the on-call service manager’s mobile telephone and best efforts will be made to respond to the call.</p> <p>Email support (product.support@scytI.com) will be monitored every thirty minutes between 7:00 A.M. to 10:00 P.M., Monday through Friday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue.</p> |
| <u>Service volume</u> | Annual pool of hours (see proposal/contract). |
| <u>Rules of use</u> | <ul style="list-style-type: none"> • In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis). |

8.2.4.2.2.3 Early Voting Periods (14 days prior to Election)

| | |
|--------------------------------------|--|
| <u>Service hours</u> | Monday to Saturday from 6 AM to 11:59 PM EST (Eastern Time) |
| <u>After hours support</u> | On-call staff can be reached via the support telephone and/or support email. |
| <u>Response time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Diagnosis time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Out of Service Hours Response</u> | <p>Calls received outside of Service Hours will be forwarded to the on-call service manager’s mobile telephone and best efforts will be made to respond to the call.</p> <p>Email support (product.support@scytI.com) will be monitored continuously between 6:00 A.M. and 11:59 P.M., Monday through Saturday, Eastern Standard Time. Emails received outside of this time frame will receive a response in accordance with the priority of the reported Issue</p> |
| <u>Service volume</u> | Annual pool of hours (see proposal/contract). |
| <u>Rules of use</u> | <ul style="list-style-type: none"> • In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis). |

8.2.4.2.2.4 Election Day

| | |
|--------------------------------------|--|
| <u>Service hours</u> | 12 hours prior to voting polls opening and 24 hours after polls close |
| <u>After hours support</u> | On-call staff can be reached via the support telephone and/or support email. |
| <u>Response time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Diagnosis time</u> | Dependent on issue priority (See Section 8.2.4.2.1) |
| <u>Out of Service Hours Response</u> | Email support (product.support@scytI.com) will be continuously monitored during this time frame. Emails will receive a response in accordance with the priority of the reported Issue. |
| <u>Service volume</u> | Annual pool of hours (see proposal/contract). |
| <u>Rules of use</u> | <ul style="list-style-type: none"> • In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis). |

8.2.4.3 Planned Maintenance Service and Technical Support

8.2.4.3.1 Service Description – Planned Maintenance

ScytI is responsible of guarantying the quality of the Software provided under the Agreement as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, ScytI guarantees the data integration for the **Supported Versions**.

| | |
|-----------------------------|---|
| <u>What is included</u> | <ul style="list-style-type: none"> • Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance; |
| <u>What is not included</u> | <ul style="list-style-type: none"> • Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process. |

8.2.4.3.2 Service details – Planned Maintenance

| | |
|-----------------------|---|
| <i>Service hours</i> | Monday to Friday from 9 AM to 5 PM ET Maintenance activities may be planned as after-hours service or during the weekends as agreed the Customer |
| <i>Response time</i> | Within 2 working days |
| <i>Diagnosis time</i> | <ul style="list-style-type: none">• Critical and High severity issues - Within 8 service hours• Medium severity issues - Within 16 service hours |

8.2.4.3.3 Service Description – Specialized Technical Support Service

ScytI provides specialized technical support for those software components embedded in the provided solution. The Specialized Technical Support includes responses to technical questions and providing technical support during maintenance or testing activities². The support service will be handled through the defined Technical Support Contacts.

| | |
|-----------------------------|--|
| <i>What is included</i> | <ul style="list-style-type: none"> • Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release. |
| <i>What is not included</i> | <ul style="list-style-type: none"> • Support on solution configuration for specific electoral processes. |

8.2.4.3.4 Service details – Specialized Technical Support Service

| | |
|-----------------------|---|
| <i>Service hours</i> | Monday to Friday from 9 AM to 5 PM ET |
| <i>Response time</i> | Within 2 working days |
| <i>Diagnosis time</i> | Within 3 working days |
| <i>Service volume</i> | Annual pool of hours (see proposal/contract). |

8.2.4.4 **Hosting**

ScytI is responsible for new releases, security, maintenance and up time and will provide the Customer with the following services:

- a. Hosting of the Software in ScytI' servers in an Amazon Data Center rented by ScytI located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
- b. Installation, test and initial system set up in the servers in the Data Center.

ScytI will provide the Customer with the following support and service level:

- a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
- b. Full infrastructure and network redundancy using distributed cloud locations.
- c. Reporting tools will be available upon request to show historic data.

² Technical support during specific electoral processes is an optional service that is not included under this service

8.3 Software Updates Delivery Mechanism

Software upgrades are included in the costs accompanying the proposal during the warranty/maintenance period (as detailed in the previous sections). ScytI will notify the State of West Virginia about the updates and will agree on when they will be deployed with the State staff.

As detailed before, ScytI will provide maintenance updates in the form of releases and patches. Since the platform is offered as a hosted solution, updates will include operating system and third-party software security patches that mitigate known or discovered critical vulnerabilities.

8.3.1 Baseline of maintenance

Software maintenance is the totality of activities required to provide cost-effective support to a software system. Maintenance activity planning will be conducted during the base period and will result in a finalized Maintenance Plan. This includes planning for post-delivery operations, which include:

- Software modifications
- Supporting County and State staff.

8.3.2 Policies for delivering software patches & releases

The Software Maintenance objective for the State is to provide support and to release the necessary operational versions that address repairs and fixes during the maintenance period.

Maintenance will release patches and releases following these maintenance policies:

| Maintenance type | Policy for releasing patches and releases |
|-------------------------------|--|
| <i>Corrective maintenance</i> | Reactive modification performed after delivery to correct discovered faults. |
| <i>Adaptive maintenance</i> | Modifications performed after delivery to keep a computer program usable in a changed or changing environment. |
| <i>Perfective maintenance</i> | Modifications performed after delivery to improve performance or maintainability. |
| <i>Emergency maintenance</i> | Unscheduled corrective maintenance performed to keep a system operational. |

Table 1 - Software Maintenance Types

Depending on the urgency and importance of software corrections or enhancements, ScytI will release software patches or releases.

| Software modification category | Description |
|--------------------------------|--|
| <i>Patches</i> | Patches include critical software corrections that cannot wait until a new release due to their criticality. |

| | |
|-----------------|--|
| <i>Releases</i> | Releases are scheduled new software versions that include software corrections and enhancements. Usually, several corrections and enhancements are included in one batch allow major software changes to be released at the same time. This improves software maintainability and usability. |
|-----------------|--|

Table 2 - Software Modification Categories

9 Cost Proposal

ScytI has prepared the following cost proposal for the State of West Virginia. This pricing assumes a 1 year contract with three option years. The Set Up and Configuration and Support fees included below are per election. ScytI understands that the State of West Virginia holds 2 state-wide elections on even years and 0 state-wide elections on odd years, on average.

9.1 ENR Price

| Item | Quantity | Unit Cost |
|---|----------|--------------|
| Design/Project Plan | 1 | \$20,000.000 |
| Implementation | 1 | \$30,000.00 |
| Set Up and Configuration (per election) | 4 | \$5,000.00 |
| Hosting (per year) | 4 | \$15,000.00 |
| Support (per election) | 4 | \$5,000.00 |
| Set Up and Configuration and Support (per Special Election) | 1 | \$10,000.00 |

9.2 Services to Be Provided

- The ENR implementation includes the following services:
 - Initial system setup in the cloud, including third party applications
 - A primary account manager assigned to the State to manage regular status meetings and adhere to a mutually agreed upon timeline. Additional support resources will be allocated as needed
 - Initial configuration of the system for all vendor types, including creating creation of 2 election templates
 - Initial review and import of client provided tabulation data files and GIS files for the map display
 - One in-person training session of State election officials and remote group training sessions for County officials by vendor.
 - Creation of 2 custom reports based on State requirements
 - 2 custom banner designs
 - Access to standard documentation including setup and user guides
 - All materials in English
- The Ongoing Support and Success Management package includes the following services:
 - Client set up for all elections
 - Right to continue using the software
 - Minor software updates for standard product evolution
 - Software patching

- Personal support on election night, including election verification, monitoring, and other support services
- Personal support for a total of 25 hours per election (includes requests for additional remote training, custom development, banner updates, etc.)
- Hosting of the system on ScytI's Amazon Cloud Servers

9.3 Assumptions

The following assumptions³ have been made for the price quoted:

- i. Delivery dates to be defined and agreed upon following contract award.
 - a. The solution will be available to be used by May 8, 2018.
 - b. Task durations will be reviewed when the final requirements from the State are delivered.
- ii. Prices in USD and without taxes (unless otherwise stated).
- iii. ENR Implementation assumptions:
 - a. Maximum of 2 elections per year.
 - b. Implementation timeline to be mutually agreed by both parties.
- iv. License maintenance includes the following:
 - a. Technical support (Tier 3), limited to 50 hours per year.
 - b. Correct and fix all Software Issues
 - c. Software updates in accordance with product lifecycle.
- v. The proposed solutions are hosted on ScytI's Data Center in the AWS cloud.
- vi. All services to be provided remotely unless otherwise stated.

9.4 Proposed Payment Terms

- Implementation Costs:
 - 50% upon signature of the contract.
 - 50% upon acceptance of the solution.
- Subscription Annual License (Software License Costs):
 - 100% upon the initiation of the annual contract term.

³ ScytI has based its preliminary quotation on assumptions. Any deviation regarding the elements included in this quotation and/or any additional service or material to the scope of this quotation will require a detailed study which may require an updated quotation that will serve as a substitute for the previous ones submitted.