

PROFESSIONAL SERVICES CONTRACT

Contract # EDS A27-24-022

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **Venturit Inc. (the "Contractor")**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

Website security services as detailed in **Attachment A**.

2. Consideration. The Contractor will be paid for goods and professional services on an as-needed basis, at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Ninety-Six Thousand, Six Hundred Dollars (\$96,600.00)**.

3. Term. This Contract shall be effective for a period of **9 months**. It shall commence on **April 1, 2024**, and shall remain in effect through **December 31, 2024**.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable

provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in

writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the

Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. ~~Indiana Veteran Owned Small Business Enterprise Compliance.~~ Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: ~~[Add additional IVOSBs using the same format.]~~

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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~~Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W 462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed

operations coverage (if applicable), with minimum liability limits not less than \$2,000,000 ~~per person and \$5,000,000 per occurrence unless additional coverage is required by the State.~~ The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

~~2. If owned, non-owned, or hired autos are utilized in performance of services, Automobile liability for with minimum liability limits not less than \$700,000 per person and \$2,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.~~

~~3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~

~~4. If the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit sharing and savings, Fiduciary liability with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.~~

~~5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.~~

~~6. Surety or Fidelity Bond(s) if required by statute or by the agency.~~

~~7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.~~

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance on request ~~prior to the commencement of this Contract~~ and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana on request.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State on request. ~~before the commencement of this Contract.~~

29. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are no key persons

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

~~Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.~~

~~The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract. [Add additional MBEs and WBEs using the same format.]~~

~~MBE or WBE~~	~~COMPANY NAME~~	~~PHONE~~	~~EMAIL OF CONTACT PERSON~~	~~PERCENT~~
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~~Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idea.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W 462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idea.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idea/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be hand-delivered or sent by first-class U.S. mail service, or commercial courier service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, General Counsel
Office of the Indiana Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Prabode Weebadde, CEO
Venturit, Inc.
325 East Grand River, Suite 225
East Lansing, MI 48823**

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) State's RFP or RFQ if any, (4) Contractor's response to State's RFP or RFQ if any, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: ***Paragraphs 26, 28, and 32.***

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Venturit, Inc. [Contractor]

By: _____

Prabode Weebadde, CEO

Date: March 25, 2024

Indiana Secretary of State [Indiana Agency]

By: _____

Jerold A. Bonnet, Deputy Secretary of State

Date: _____

3/25/2024

ATTACHMENT A

**Comprehensive Proposal for Deploying a Secure WordPress
Election Site on AWS with Enhanced Rootkit Defense,
NIST CSF 2.0 Compliance and AWS Training & Advisory**

Presented by

Venturit Inc. to the State of Indiana Secretary of State's
Office

Contact for Further Engagement:

Prabode Weebadde
Founder, CEO and Chief Architect

Email: prabode@venturit.com

Mobile: 5172149041

03/19/2024

Venturit Inc.
www.venturit.com

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Executive Summary

Venturit Inc.'s proposed solution for the State of Indiana Secretary of State's Office encapsulates an innovative deployment of a WordPress-based election website, leveraging a harmonized suite of Amazon Web Services (AWS), enhanced by the precision of AWS Lightsail for superior load balancing, and bolstered by the cybersecurity acumen of the Rootkit Defense managed service. This comprehensive strategy is keenly devised to align with the NIST CSF 2.0 cybersecurity framework, specifically targeting the vital functions of Detect, Respond, and Recover to construct a digital electoral platform that is as resilient as it is efficient and secure.

Additionally, the proposal includes ongoing 15-month advisory and training engagement for the State of Indiana Secretary of State's Office's IT staff on Cybersecurity and hardening AWS Cloud Services.

At the helm of this ambitious project is Chief Architect Prabode Weebadde (Purdue University, Doctoral Candidate), with an impressive tenure exceeding 25 years in secure software architecture. His leadership signifies Venturit Inc.'s commitment to bringing unparalleled expertise and visionary oversight to the forefront of this initiative. With Weebadde profound experience and innovative approach to secure software development, Venturit Inc. is poised to deliver a digital infrastructure that not only meets but exceeds the stringent demands of today's electoral systems.



Introduction

Leveraging over fourteen years of expertise in delivering tailored digital solutions, Venturit Inc. presents a proposal that combines the flexibility and scalability of AWS, the simplicity and efficiency of AWS Lightsail, and the advanced security measures provided by Rootkit Defense. This integrated approach guarantees the State of Indiana Secretary of State's Office access to a state-of-the-art electoral platform that is secure, compliant, and resilient against evolving cyber threats.

AWS Architecture for a Secure Election WordPress Site

Figure 1 presents the envisioned AWS architecture for the secure WordPress-powered election website. To enhance clarity, the AWS services involved have been categorized into two main groups: Core Infrastructure Services, and Basic Security, Routing, Event Logging, and Data Backup Services. Each category encompasses a selection of AWS services specifically tailored to fulfill the fundamental requirements of the election website, ensuring a robust, secure, and reliable digital platform.

Core Infrastructure and Services

Amazon EC2: Hosts the WordPress application on scalable instances within an Auto Scaling group to manage load variations efficiently.

Amazon RDS for MySQL: Powers the database layer with high availability, automated backups, and easy scalability, which are crucial for electoral data integrity.

Amazon S3 with Versioning and Lifecycle Management: Stores static content and backups, ensuring data durability and cost-effective storage management.

AWS Lightsail: Simplifies load balancing across multiple WordPress instances, configured with automatic health checks to ensure traffic is directed only to healthy instances, enhancing reliability and performance.

Amazon CloudFront: Serves as the global CDN, reducing content delivery times while providing additional layers of security, including DDoS mitigation.

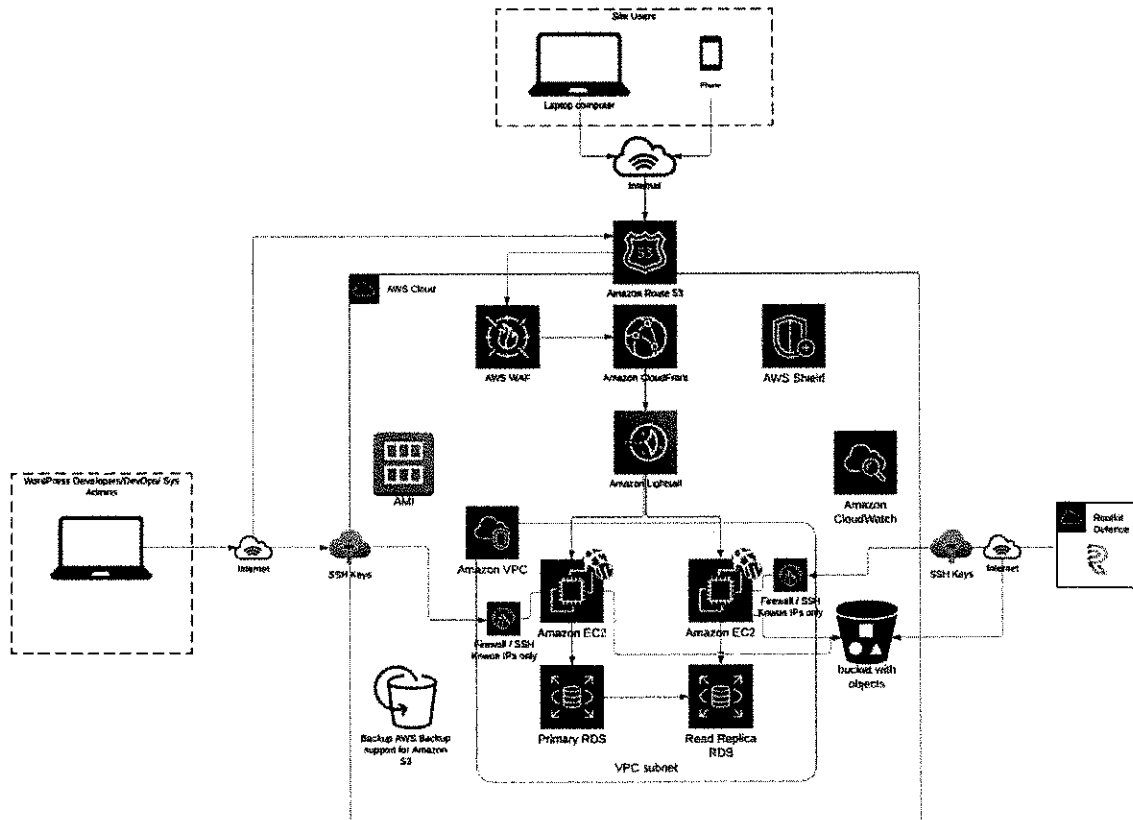


Figure 1. Proposed AWS Architecture

Basic Security, Routing, Event Logging, and Data Backup Services

AWS WAF and Shield: Shields the site from common web threats and DDoS attacks, with custom security rules to safeguard against targeted vulnerabilities.

Amazon Route 53: Manages DNS services with health-checking features for optimal traffic routing and failover strategies.

AWS IAM: Implements fine-grained access controls, ensuring secure operations through role-based permissions for administrators and developers.

AWS CloudWatch: Provides comprehensive monitoring for operational insight, alerting on performance anomalies and triggering automated responses.

AWS CloudTrail: Event Logging records important information about each API call to your AWS resources,

AWS S3 Backup: Offers centralized backup solutions across AWS services, ensuring data recovery and continuity capabilities.

Rootkit Defense Managed Cybersecurity Services Integration

Integrating seamlessly with the AWS infrastructure, Rootkit Defense significantly enhances the site's security posture. It does so by consolidating critical data, including system-auth logs, WordPress access logs, and metrics such as EC2's CPU, memory, and processing capabilities, along with RDS's connections, access logs, CPU, and memory metrics, into a unified platform. This comprehensive approach allows for intricate analysis of threats across various logs and metrics, facilitating the generation of detailed threat events. For each

identified threat actor, Rootkit Defense orchestrates a specific threat response strategy, enabling the management team to swiftly mitigate threats based on their severity levels. Moreover, Rootkit Defense ensures adherence to the NIST CSF 2.0 framework by providing robust compliance support across the key functions:

Detect: Continuous monitoring for unusual activity and potential vulnerabilities, utilizing advanced analytics and threat intelligence.

Respond: Expert cybersecurity incident response teams are in place to mitigate detected threats swiftly, minimizing operational disruptions.

Recover: Facilitates rapid recovery post-incident through strategic backups and data restoration processes, ensuring election site resilience.

Rootkit Defense Complements AppDynamics

AppDynamics and Rootkit Defense serve distinct, albeit complementary, roles in the domain of application and network security. AppDynamics focuses on business observability and application performance management, providing deep insights into the functioning of the entire technology stack. It excels in visualizing application performance, identifying bottlenecks, and analyzing how these impact business metrics, making it invaluable for optimizing user experiences and application efficiency.

On the other hand, Rootkit Defense specializes in cybersecurity services, emphasizing the detection, response, and recovery from cyber threats. It concentrates on consolidating logs, analyzing threats across various metrics, and orchestrating swift countermeasures against identified security risks. While AppDynamics aims to enhance application performance and business outcomes through observability, Rootkit Defense provides a robust cybersecurity

framework to protect the application and its data from malicious activities. Together, they offer a comprehensive approach to maintaining application health and security, ensuring both optimal performance and strong defenses against cyber threats.

Rootkit Defense Unmatched Benefits

Analysis of the benefits of integrating Rootkit Defense with AWS services to bolster the election WordPress site's security posture reflects a strategic and comprehensive approach to cybersecurity and operational management as follows:

Enhanced Security Posture: The synergy between AWS services and Rootkit Defense aligning with the NIST Cybersecurity Framework (CSF) 2.0 emphasizes a proactive and standards-based approach to securing infrastructure. This alignment not only boosts the security posture by applying best practices and guidelines but also instills confidence among stakeholders regarding the robustness of security measures in place.

Comprehensive Protection: The 360-degree approach to cybersecurity, focusing on detection, response, and recovery, ensures that organizations are not merely reacting to incidents but are proactively prepared for them. This holistic view encompasses the entire life cycle of threat management, from the early detection of potential vulnerabilities and threats to rapid response capabilities and effective recovery processes, thereby enhancing resilience against cyber threats.

Operational Efficiency: Automating security management processes significantly reduces the manual workload on IT and security teams. By leveraging Rootkit Defense's capabilities to automate threat detection and rapid response teams,

organizations can allocate their human resources more efficiently, focusing on strategic initiatives and core business functions rather than being bogged down by routine security monitoring tasks.

In summary, integrating Rootkit Defense with AWS services represents a strategic move towards achieving a robust, proactive security framework. It not only optimizes an organization's security posture through comprehensive protection and alignment with industry standards like NIST CSF 2.0 but also enhances operational efficiency by leveraging automation and managed services. This integration enables organizations to safeguard their assets more effectively while freeing up their teams to concentrate on driving business growth and innovation.

Implementation Timeline and Phases

Phase I: Setup and Security Integration (2-3 weeks): Establish core AWS infrastructure and integrate Rootkit Defense, focusing on initial security baselines.

Phase II: Optimization and Testing (2-4 weeks): Enhance security measures, conduct extensive testing, and ensure compliance with NIST CSF 2.0.

Phase III: Launch and Ongoing Management (Ongoing): Official deployment followed by continuous monitoring, security updates, and performance optimization.

Cybersecurity and AWS Cloud Advisory Services

Our Cybersecurity and AWS Cloud Advisory Services are designed to empower your organization. Through targeted threat modeling, hardening of your AWS cloud infrastructure, and comprehensive advisory, we equip you with the tools and knowledge to enhance your security posture effectively. Hardening the AWS Cloud infrastructure helps achieve self-compliance with NIST CSF 2.0 functions.

Our strategic approach is designed to methodically elevate your organization's cybersecurity posture and enhance your AWS cloud infrastructure's resilience. Here's how we plan to roll out our services:

Assessment and Planning

Cybersecurity Audit: Train to conduct a thorough assessment of your current cybersecurity measures against NIST CSF 2.0 standards to identify gaps and areas for improvement.

AWS Cloud Infrastructure Review: Train and help to evaluate your existing AWS cloud setup to pinpoint vulnerabilities and assess alignment with cloud security best practices.

Threat Modeling: Train and help to develop comprehensive threat models to identify potential security threats and prioritize them based on their severity.

Implementation and Hardening

AWS Cloud Hardening: Train and help to harden configurations for your AWS cloud resources, applying critical security controls to protect your infrastructure.

Security Controls Deployment: Train and help deploy the recommended security controls and practices identified to mitigate identified risks and vulnerabilities.

Compliance Alignment: Help adjust policies, procedures, and configurations to ensure alignment with NIST CSF 2.0 functions.

AWS Cloud Security Best Practices: Train on AWS cloud security best practices, ensuring your team can maintain and improve the cloud environment's security posture.

Regular Advisory Sessions: Schedule periodic advisory sessions to review security posture, discuss emerging threats, and continuously refine your cybersecurity strategies.

Compliance Updates: Help keep your organization updated on changes to NIST CSF 2.0 and other relevant standards, ensuring ongoing compliance.

By following this approach, we ensure that your organization stays on top of current cybersecurity and compliance standards and is positioned to manage and mitigate future threats proactively. We aim to empower your team to maintain an enhanced, secure, and compliant AWS cloud environment.

Budget Estimation

See below for costs associated with AWS services, infrastructure provisioning, Rootkit Defense subscription, implementation labor, and periodic compliance assessments, ensuring economic transparency and strategic investment for the State of Indiana Secretary of State's Office.

AWS Infrastructure Provisioning Estimate

AWS Provisioning Category	Resources	Estimated Hours	Hourly Rate (USD)	Total (USD)
Basic Security, Routing, Event Logging, and Data Backup Services	Chief Architect	40	200	8,000
	Project Manager	20	100	2,000
Core Infrastructure and Services	Chief Architect	80	200	16,000
	Project Manager	40	100	4,000
TOTAL				30,000

Rootkit Defense Monthly Service*

Rootkit Defense Service	Monthly Rate	Annual Total (USD)
Detect, Response, and Recovery	3,000	36,000
TOTAL		36,000

**Billed annually, highly recommended due to current cybersecurity threat posture around election assets.*

Cybersecurity and AWS Cloud Advisory Services**

Service Description	Hours	Hourly Rate (USD)	Monthly Total (USD)	Months	Total
Detect, Response and Recovery	20	200	4,000	6	24,000
TOTAL					24,000

***Billed monthly. Starting May 1, 2024.*

AWS Cloud Services Estimate***

AWS Cloud Services	Approx. Monthly Rate	Approx. Annual Total (USD)
All AWS products/services listed under this proposal	400	4,800
Approx. TOTAL		4,800

****Subject to AWS Pricing, See Appendix II for a detailed projected AWS estimate. Does not include WordPress commercial plugin costs.*

Assumptions and Understandings

Third-party Vendor Collaboration: Coordination with third-party vendors for content readiness and development, aligning with project timelines.

Access Management: Administrative and user access to WordPress will be facilitated for content management.

App Dynamics: The State of Indiana Secretary of State's Office will coordinate the integration, and Venturit will provide the necessary information.

Security Model: WordPress's security protocols are adopted, elegantly supplemented by Rootkit Defense's managed services for enhanced cybersecurity measures.

Project Coordination: Venturit will closely collaborate with the State of Indiana Secretary of State's Office and AWS to ensure seamless integration and alignment with project goals.

Work Modalities: Mainly remote work, with provisions for on-site engagements, adhering to the State of Indiana Secretary of State's Office's policies and with prior approvals for travel expenses.

Assumption of Baseline Knowledge and Competency: The staff participating in the advisory and training are assumed to have a general understanding of cybersecurity principles and basic familiarity with AWS Cloud environments.

Assumption of Engagement and Implementation Commitment: The State of Indiana Secretary of State's Office is committed to actively engaging in the proposed cybersecurity and AWS Cloud advisory processes. This includes allocating sufficient time for staff to participate in training without distraction and ensuring follow-through on recommendations and best practices shared during advisory engagements.

Conclusion

Venturit Inc. is poised to equip the State of Indiana Secretary of State's Office with an election website platform that is not just technologically advanced but is also inherently secure and compliant with the highest standards of cybersecurity frameworks. This proposal represents a convergence of efficiency, security, and trust, essential to powering democratic processes in the digital age.

Venturit Inc. looks forward to collaborating closely with the State of Indiana Secretary of State's Office to deliver a WordPress-based election platform that embodies sophistication, security, and scalability, promising a new paradigm for electoral engagement.

Appendix I

Venturit Inc. Portfolio

Venturit Inc. emerges as a distinguished leader in the realms of software development, digital solutions, and managed services, earning accolades for its unwavering commitment to delivering exceptional digital experiences. Catering to a diverse spectrum of clients, from nimble startups to colossal Fortune 500 companies, Venturit leverages cutting-edge advancements in artificial intelligence (AI), cloud technologies, and adherence to the highest industry standards to drive pioneering innovations. This approach has positioned the company at the forefront of facilitating swift digital transformation journeys. With over 14 years of industry presence,

Venturit has established a profound legacy characterized by its versatility and creative ingenuity. The company's expansive portfolio proudly includes collaboration with nonprofits, academic institutions, government entities, and renowned corporate firms. This extensive experience highlights Venturit's remarkable capacity to navigate and excel within the changing tides of the technological landscape and market demands.

Further cementing its mark of excellence, Venturit, alongside its symbiotic group companies - Avidhrt Inc., Wondcert Inc., and PhotosynQ Inc., has significantly broadened its impact. By offering an array of tailored services and solutions that resonate with the specific needs of its clientele, Venturit has effectively serviced thousands of clients spread across 34 countries. This global footprint not only illustrates Venturit's expansive reach but also underlines its commitment to setting the benchmark in digital excellence.

In summary, Venturit Inc.'s legacy is a testament to its adaptability, innovative spirit, and relentless pursuit of excellence. Through strategic collaboration with its group entities and harnessing the power of advanced technologies, Venturit continues to shape the future of digital solutions and managed services, ensuring its clients stay at the competitive edge of their respective domains.

Appendix II

AWS Pricing Estimates

See the following pages. Subject to actual usage and AWS pricing changes.

AWS provides savings for upfront reserved instances if desired.



Contact your AWS representative: [Contact Sales](#)

Export date: 3/19/2024

Language: English

Estimate URL: <https://calculator.aws/#/estimate?id=d57cd4c8c1de02667f83eaf00827018c4b15aa9a>

Estimate summary

Upfront cost

0.00 USD

Monthly cost

388.31 USD

Total 12 months cost

4,659.72 USD

Includes upfront cost

Detailed Estimate

Name	Group	Region	Upfront cost	Monthly cost
Business support plan	No group applied	All regions	0.00 USD	100.00 USD

Description:

Config summary: Supports 24/7 phone, chat, and email access to Cloud Support Engineers for unlimited contacts, with and a response time of less than 1 hour.

Amazon Lightsail	No group applied	US East (Ohio)	0.00 USD	170.02 USD
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Status: -

Description:

Config summary: Operating system (Linux), Number of servers (3), Instance type (LfrBundleStop:GPU_4XL_64GB) High Availability (No), Number of databases (1), Instance type (120GB) Operating system (Linux), Number of containers (1), Instance type (Large) Load Balancer usage (730 hours per month) DT Inbound: Not selected (0 TB per month), DT Outbound: Not selected (0 TB per month), DT Intra-Region: (0 TB per month)

19/21

Amazon Simple Storage Service (S3)	No group applied	US East (Ohio)	0.00 USD	0.74 USD
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Status: -

Description:

Config summary: S3 Standard storage (10 GB per month), PUT, COPY, POST, LIST requests to S3 Standard (10000), GET, SELECT, and all other requests from S3 Standard (10000), Data returned by S3 Select (10 GB per month), Data scanned by S3 Select (10 GB per month) S3 Storage Lens Objects (2 million per month), Size of encrypted data (10 GB)

Amazon CloudFront	No group applied	US East (Ohio)	0.00 USD	1.05 USD
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Status: -

Description:

Config summary: Data transfer out to internet (10 GB per month), Data transfer out to origin (10 GB per month), Number of requests (HTTPS) (10 per month)

Amazon Route 53	No group applied	US East (Ohio)	0.00 USD	22.50 USD
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Status: -

Description:

Config summary: Hosted Zones (1)

AWS IAM Access Analyzer	No group applied	US East (Ohio)	0.00 USD	40.00 USD
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Status: -

Description:

Config summary: Number of accounts to monitor (10), Average roles per account (10), Average users per account (10)

Amazon CloudWatch	No group applied	US East (Ohio)	0.00 USD	4.00 USD
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Status: -

Description:

Config summary: GetMetricData: Number of metrics requested (100000), GetMetricWidgetImage: Number of metrics requested (100000), Number of other API requests (100000)

AWS CloudTrail	No group applied	US East (Ohio)	0.00 USD	40.00 USD
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Status: -

Description:

Config summary: Management events units (millions), Write management trails (2), Read management trails (1), Data events units (millions), S3 trails (1), Lambda trails (1), Insight events units (millions), Trails with Insight events (1), Write management events (2 per month)

AWS Storage Gateway	No group applied	US East (Ohio)	0.00 USD	10.00 USD
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Status: -

Description:

Config summary: DT Inbound: Not selected (0 TB per month), DT Outbound: Not selected (0 TB per month), DT Intra-Region: (0 TB per month), Data written to AWS file storage by your gateway (1000 GB per month)

Acknowledgement

AWS Pricing Calculator provides only an estimate of your AWS fees and doesn't include any taxes that might apply. Your actual fees depend on a variety of factors, including your actual usage of AWS services. [Learn more](#) 

