



LEGAL NOTICE

REQUEST FOR PROPOSAL

RFP 23-125

For

Election Night Reporting System

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals from qualified IT service providers to provide our **County with an Election Night Reporting (ENR) System**. The County reserves the right to terminate the RFP process for any reason at any time and post notification of such decision on the same website where this RFP is posted. Check the County's website frequently for updates and any notifications that may be issued pertaining to this RFP.

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ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this **Request For Proposal (RFP) 23-125 Election Night Reporting (ENR) System** seeking and inviting proposals from firms that are qualified, able, and willing to provide the services described herein to St. Charles County, Missouri (“**County**”).

Proposal Instructions

The electronic version of this RFP is available upon request. The document was created in Microsoft Word for Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Offerors are cautioned that the hard copy of this RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and one [1] signed copy of the proposal, along with an electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked “**RFP 23-125 Election Night Reporting (ENR) System**” with the due date and time of the proposal in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to August 10, 2023, at 2:00 pm.

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “Void” and will not be opened.

The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

The County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees, and licenses.

The successful Offeror is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public

advertising unless express written permission is granted.

Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFP.

Proposal Inquiries

All questions or clarifications concerning this RFP must be submitted in writing via E-mail to:

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, Missouri 63301
kmandernach@sccmo.org

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **2:00 PM** on **July 25, 2023**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be provided on **July 28, 2023**, and placed on the County's website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that may be issued.

Prohibited Communication

*Contact with any representative, other than through the procedure outlined in the section titled "**Proposal Inquiries**", concerning this request is **prohibited** PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.*

*Any Offeror engaging in such prohibited communications prior to Proposal Opening may be **disqualified** at the sole discretion of St. Charles County.*

[Remainder of this page intentionally left blank.]

ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.
- The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.
- By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
 - ✓ The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication, or agreement with any other Offeror as to any matter relating to such price terms; and
 - ✓ The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - ✓ The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: _____

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. RFP Purpose: To acquire the services of an Offeror to provide an Election Night Reporting (ENR) software for the St. Charles County Election Authority. The intent is for the selected Offeror to enter into an IT Professional Services Agreement with the County (hereinafter “**Resulting Agreement**”), to supply the subject services as outlined herein. The draft Resulting Agreement is attached hereto as **Exhibit A – “Resulting Agreement”** and made part hereof.

2. Background: St. Charles County is home to more than 405,000 citizens, 287,000 who are registered to vote, and is one of the fastest-growing counties in Missouri. The St. Charles Election Authority’s customers are the citizens of St. Charles County. The County is committed to the transparent dissemination of elections data and promoting voter confidence.

Under the supervision of the Director of Elections, 2,000 judges facilitate 115 precincts operating 130 Unisyn OVO tabulating systems per election.

The County’s Election Authority is proud to provide exceptional in-person service to citizens on election day and via absentee voting, while informing citizens of election results on their personal devices as soon as possible. To provide up-to-date elections results, the Election Authority employs an Election Night Reporting (ENR) system, securely transferring results from tabulating systems to the County website in real-time.

This project is to continue providing reliable election night data for our voters in a clear and accessible fashion, while wielding County staff time efficiently, and in a secure environment.

3. RFP and Submittal of Proposals Timeline: The County shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The County reserves the right in its sole discretion to expand this timeline, if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT
7/25/2023	Vendor Questions
7/28/2023	Response to Vendor Questions
8/10/2023	Proposals Due Prior to 2:00 PM
September 2023	Offeror Interviews if Necessary (Demo)
October / November	Contract Negotiations / Award
January 2024	Anticipated Project Start Date

[Remainder of Page Intentionally Left Blank.]

ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. Scope of Work: The Offeror agrees to provide the County with a software system to support St. Charles County Election Authority and their business practices for election night reporting.

Proposals shall include application software, software implementation, system interfaces as needed, recommended hardware and peripherals (if applicable), project management, comprehensive training, maintenance, and support.

Qualified organizations are invited to submit a proposal for a cloud-based solution. Describe the support provided after the installation is complete and on election night.

2. Specific Services: Qualified organizations are invited to submit a proposal describing their ability to carry out the services within the above stated scope of work. All specifications are defined in **Exhibit C – “Functional Requirements and Checklist.”** It is anticipated that successful Offerors will provide the following specific services:

- A. Installation
 - (1) Creation of hosted environment
 - (2) Installation of required server application(s)
 - (3) Installation of client application on staff workstation(s) (if applicable)
 - (4) Installation and configuration of required peripherals (if applicable)
- B. Integration
 - (1) Setup of all staff user accounts using Active Directory single sign-on
- C. Data conversion
 - (1) 2016 – 2023 elections from Tenex CSV files
- D. Training, documentation, and knowledge transfer
 - (1) Virtual staff training
 - Configuration
 - Reporting
 - List all training
- E. Annual service, maintenance, and support
 - (1) Define service, maintenance, and support in the proposal

F. **Successful Offeror Responsibilities:** In addition to responsibilities identified specifically herein, the Successful Offeror’s responsibilities are listed in **Exhibit D – “Successful Offeror’s Responsibilities”** attached hereto and made part of this RFP.

G. Upon completion of the ENR installation and conversion (if selected), test and verify all that aspects of the network are functioning per the County’s requirements. This will

include access to both County users and constituents, across multiple device types, internet browsers, and all other tasks identified by the St. Charles County IS department.

H. Document all processes and procedures, to be provided as Project Deliverables at the Project Completion.

3. ***Current Environment:***

A. Application:

- Tenex

B. Number of users:

- 5 - 10

C. County Responsibilities:

- In addition to responsibilities identified specifically herein, the County's responsibilities are listed in **Exhibit B – “County Responsibilities”** attached hereto and made part of this Agreement.

4. ***Deliverables:*** The Offeror shall perform the following deliverables to the County's satisfaction in the County's sole discretion:

A. Copies of all software and licensing information required for installation (if applicable)

B. Documentation for installation (if applicable) and configuration

C. Database data dictionary

D. Training, user documentation, and knowledge transfer sessions

5. ***Assumptions:*** The assumptions listed in the **Exhibit E – “Assumptions”** attached hereto and made part of this RFP govern this transaction.

6. ***Change Control Procedures:*** Change Control Process outlined in **Exhibit F – “Change Control Process”** attached hereto and made part of this RFP, govern this transaction.

7. ***Contract Period:*** The Contract Period for the performance of the services described in this RFP shall commence on or before **January 2024**. It is expected all Work (successful install/conversion/implementation ending with the go-live) will be completed by **February 2024**. The successful Offeror to whom the contract shall be awarded, (“**Successful Offeror**”) shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated in the Proposal in response to this RFP. The exact terms of the Proposal that are accepted by the County shall be outlined in the Resulting Agreement between the Parties.

8. ***Renewal Option:*** At the end of the initial contract period, the Resulting Agreement shall renew automatically for successive one-year terms (Renewal Period) annually and in perpetuity thereafter except that either party may cancel the automatic renewal by giving the other party notice of their intent to vacate the agreement 90 days prior to the end of the then current renewal period.

ARTICLE 5 – SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

1. *Submission of Proposals:* It is the Offerors’ responsibility to ensure the Proposal submitted is accurate, adequate, and clear with respect to the descriptions of the information requested. Omissions, vagueness, or inaccurate descriptions or responses shall not be considered and to the extent they are not considered “technicalities” by the County in its sole discretion, shall be grounds for rejection. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

2. *Mandatory Elements:*

A. Expertise, Experience, and Qualifications. The background of the organization and experience of key staff that will carry out the program and organization’s experience successfully carrying out similar programs.

(1) General Information about your Organization

(A) Company history

(B) Number of years’ experience

i. Counties in similar size to St. Charles County Missouri that utilize the proposed solution

ii. Number of Counties in Missouri that utilize the proposed solution

(C) Employees

i. Number of Full Time Employees

(A) Domestic

(B) International

ii. Number of Full Time Employees dedicated to help desk support

(D) Provide proof of the Offeror’s compliance with the ***Fingerprinting and Background Checks*** requirement set forth in **Paragraph 5, of ARTICLE 7 – GENERAL TERMS AND CONDITIONS**

B. Capability, Availability, Reliability: Offeror is required to provide the following information regarding its capabilities to provide the services:

(1) Resumes of primary staff members who will be actively engaged in St. Charles County ENR services under this RFP and the Resulting Agreement.

(2) Resumes of management and other staff members capable and available to provide support to the primary staff in their completion of this project.

(3) Physical location of primary and secondary staff engaged in, and available to support the performance of the services under this RFP.

NOTE: The County is not responsible for travel, food or lodging expenses.

C. Proposed Method of Performance: Offeror shall provide the following information relating to the method of performance of the Services:

(1) Project Understanding:

(A) Describe your understanding of the requested scope, activities/tasks, implementation, quality assurance testing, and completion deliverables.

- i.** Provide a project plan with sequence, resources, estimated effort, schedule and phases to best meet project requirements.
- ii.** Provide a list of additional assumptions with a description of the contents

(B) Describe the County's responsibility including but not limited to expected involvement with County personnel, information the County needs to provide for project success, and anticipated schedules.

- i.** Provide a list of additional County Responsibilities during the project.
- ii.** What do you need from County, how will you get that information (meetings, documents, diagrams) and when do you need that information and/or resources based on your proposed timeline?

(C) Offeror will be responsible for completing the St. Charles Election Night Reporting software. Describe what information is expected in order to complete the Election Night Reporting software project services.

(2) Project Completion Deliverables: Offeror shall provide:

(A) Electronic files of final St. Charles Election Night Reporting system's service documentation for all network equipment.

- i.** Network Diagrams of completed systems
- ii.** All spreadsheets or other documentation created and/or filled out by the Offeror during the Election Night Reporting system service process that may be beneficial to the County's technical team.
- iii.** Any and all warranty documentation.

(B) Electronic files shall be provided in their native format. Scanned copies of original documentation are not acceptable electronic file formats.

(C) Files shall be stored on a flash drive and delivered directly to the SCC IS Project Manager.

(3) **Functional Requirements and Checklist:** Offeror shall be responsible for completing in detail located in **Exhibit C**.

D. Customer References: Offeror shall list all completed projects of similar scope completed within the last 3 years. A minimum of five completed projects is required.

E. Pricing Terms: Offeror shall provide a Maximum Not to Exceed Price for the scope as outlined in this document. The successful Offeror will be responsible for performing all services listed in this RFP and Resulting Agreement within the stated price.

1) Each Offeror is responsible for its own expense in preparing, delivering, or presenting a proposal, and for subsequent interviews or negotiations with the County, if any, as provided for in this RFP.

F. Network and Security Questions: Offeror shall provide responses to networks and security questions located in **Exhibit J**.

3. ***Proposal Life:*** All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by County for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by County.

4. ***Proposals Subject to Open Records Law:*** The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, the County does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. The County reserves the right to make determinations of confidentiality. If the County does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the County will remove the proposal from consideration for award and destroy it.

B. The County does not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations or exceptions.

5. ***Clarification of RFP Terms:*** It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise the County if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary, or appear to

inadvertently restrict or limit the proposal sought by this RFP to a single source.

A. Any and all communication from Offerors regarding clarification of RFP terms must be directed to the County Purchasing Manager listed herein. Such communication must be received by the date noted in ARTICLE 3 Section 3. **BACKGROUND AND RFP/PROPOSAL TIMELINE, RFP, and Submittal of Proposals Timeline.**

B. The County shall make all attempts to adequately and promptly respond to all Offeror inquiries. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of amendments to the RFP posted on the County's website <http://www.sccmo.org/Bids.aspx> ., of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

6. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation or demonstration of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. The County reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors.

7. Official Position of the County: The only official position of the County is expressly included in writing in this RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

8. Mandatory Documentation for Responsive Proposal: The following is a list of required document and information which must be included in each Proposal. Each Proposal should be structured in the same fashion as this Section of the RFP and must address and comply with every requirement listed.

[Remainder of this page intentionally left blank.]

Checklist of Required Documentation for Proposal Submittal

- _____ 1. General Information about Organization
- _____ 2. Capability, Availability, Reliability
- _____ 3. Project Understanding
- _____ 4. Project Deliverables
- _____ 5. Customer References
- _____ 6. Proposed Pricing (**Pricing Page** attached)
- _____ 7. Functional Requirements and Checklist (Form attached **Exhibit C**)
- _____ 8. Non-Disclosure Agreement (Form attached **Exhibit I**)
- _____ 9. Notarized Affidavit (Form attached **Exhibit G**)
- _____ 10. E-Verify MOU Signature Page
- _____ 11. Audit Clause For Contracts / Examination of Records
(Form attached **Exhibit H**)
- _____ 12. Network and Security Questions (Form attached **Exhibit J**)

[Remainder of this page intentionally left blank.]

ARTICLE 6 –EVALUATION FACTORS AND PROCESS

1. Evaluation Criteria: After determining responsiveness, the County will identify a preferred vendor by evaluating proposals in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
Expertise, Experience and Qualifications	10
Capability, Availability, Reliability	30
Method of Performance + Functional Requirements	20
Customer References	10
Proposed Pricing Terms	10
Network and Security Questions	20
Total Potential Points	100

A. Consideration of Information From All Sources: The County reserves the right to consider information and facts, gained from all sources, including but not limited to the Offeror's proposal, presentations, demonstration, interviews, or references, in the evaluation process.

B. Responsibility to Submit Information: By submitting a Proposal in response to this RFP, each Offeror acknowledges, affirms, and agrees that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and that the County is under no obligation to solicit any information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information in its Proposal may constitute grounds for rejection of the Proposal.

2. Evaluation Process: The County will use the evaluation criteria stated above in the proposal evaluation and contract award process.

[Remainder of this page intentionally left blank]

ARTICLE 7 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions or negotiations and shall be part of the negotiated Resulting Agreement as if specifically set forth therein. The Offeror acknowledges, understands, and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

1. Agreement Components: The Resulting Agreement between the County and the successful Offeror is comprised of and includes all the following documents: (a) this **RFP No. 23-125** issued by the County, including any addenda (collectively referred to as “**RFP**”); (b) the successful Offeror’s proposal in response to the RFP (hereinafter, “**Proposal**”); (c) the negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the negotiated Contract in reverse chronological order.

A. Order of Interpretation: If there is a conflict, inconsistency, or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:

(1) The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal.

(2) The terms set forth in the negotiated Contract will prevail over a conflicting or inconsistent term between the RFP and the negotiated Contract.

(3) Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion.

(4) The successful Offeror shall request the County’s order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

B. Referential Inclusion: References in the Resulting Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article 5 shall be deemed to include Section 5.A. and a reference to Section 5.A. shall be deemed to include Subsection 5.A.(1)]. In addition, references in the Resulting Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.

2. Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’

compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

3. ***Subcontractors:*** Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the successful Offeror's subcontracting any portion of the services to be provided under the Resulting Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Resulting Agreement and shall not be relieved by the non-performance of any subcontractor.

4. ***Employment of Unauthorized Aliens Prohibited:*** Pursuant to Section 285.530, RSMo, as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

A. **Enrollment in Federal Work Authorization Program:** Affirm its enrollment and participate in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services.

(1) Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Offeror, and the Department of Homeland Security - Verification Division.

(2) Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMo 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

B. **Worker Eligibility Affidavit:** Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

C. **Annual Submission Requirement:** Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Offerors may choose to send the required documentation using one of the following options:

(1) Send the **Notarized Affidavit of Work Authorization (Exhibit G)** to the **RFP** to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or

(2) Send the **Notarized Affidavit of Work Authorization (Exhibit G)** to the **RFP** and E-Verify MOU signature page along with the proposal solicitation response.

(3) These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the successful Offeror shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

5. *Fingerprinting and Background Checks:* Prior to starting any work on this Agreement, the Successful Offeror shall comply with all federal, state, and local law applicable to fingerprinting and background checks requirement on all personnel, including the Successful Offeror's employees, contractors, subcontractors, and other agents, who will perform work at any of the County Sites and/or have access to the County's Information Systems Network, as follows:

(1) The Successful Offeror shall provide to the County proof that the Successful Offeror is registered with the State of Missouri Highway Patrol Information Security Unit; or

(2) The County shall perform its own fingerprinting and background checks on all of Successful Offeror's personnel, employees, contractors, and subcontractors the Successful Offeror shall assign to the performance of this Agreement, and the County shall have the right, in its sole discretion, to refuse any Successful Offeror personnel access to any County Site and/or County's Information Systems Network in light of the results of the background check performed as provided in this paragraph.; or

(3) The County may, in its sole discretion, permit Successful Offeror's remote access to the County's Information Systems Network for privileged functions only for compelling operational needs by means of virtual escorting around privileged functions.

6. *Law of Missouri to Govern:* This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.

7. *Venue:* Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Offeror irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

8. *Ownership of Records:* All documents, reports, exhibits, etc., produced by the Offerors at the direction of the County and information supplied by the County shall remain the

property of County. The County shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc.

9. Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the County. The Offerors shall not disclose to third parties' confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Offerors shall notify the County immediately of any request for such information.

10. Conflict of Interest: Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

11. Indemnification: Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

12. Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance documenting the following coverages:

A. Worker's Compensation and Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

B. Automobile, General Liability and Property Damage: The Successful Offeror shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

C. Network Security Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

D. Technology Errors and Omissions Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

E. Employee Dishonesty (Theft) in an amount not less than One Million Dollars (\$1,000,000) per claim.

F. Additional Requirements: The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the successful Offeror's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

13. Non-Appropriation: Any obligation on the part of the County to pay any amount due under the Resulting Agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the Resulting Agreement applies, the County's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Offeror by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual budget ordinance.

14. County's Right to Terminate for Convenience: The County may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Offeror, which states the effective date of the termination.

15. Examination of Records (Exhibit H): The Successful Offeror's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The successful Offeror must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Successful Offeror is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Successful Offeror's operations, obtained during audits, will be kept confidential.

The Successful Offeror will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

16. Veteran Friendly Employment Policy: Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

[Remainder of this page intentionally left blank.]

Pricing Page

Deliverable	Proposed Hours for Completion	Total Maximum Fixed Fee	Payment Upon Completion
Project Kick Off		\$	20%
Application Installation and Testing		\$	20%
Go-Live		\$	35%
Resolution of Any Outstanding Issues Post Go-Live		\$	25%
Project Total		\$	100%
One Year (maintenance and support)		Included in Project Total	
Renewal Year 1 (includes maintenance, system upgrades and support)		\$	
Renewal Year 2 (includes maintenance, system upgrades and support)		\$	
Renewal Year 3 (includes maintenance, system upgrades and support)		\$	
Renewal Year 4+ (includes maintenance, system upgrades and support)		\$	
Other			
Other			

Note 1: No travel expense payments and/or reimbursements shall be made to the Successful Offeror for providing any of the services described herein, since it is expected that such expenses are already included and reflected in the price quoted.

Note 2: The table above states the minimum required Pricing information. For any additional pricing information, please insert additional lines to the table above, or submit a new table, or attach additional pages, clearly marked "PRICING PAGE".

Company Name: _____

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Exhibit A

**ST. CHARLES COUNTY
INFORMATION SYSTEMS _____
SERVICES RESULTING AGREEMENT**

THIS AGREEMENT is entered into by _____ (hereinafter, "Consultant") and St. Charles County, Missouri (hereinafter, "County").

WITNESSETH:

WHEREAS, the County issued RFP # _____ seeking proposals from qualified IT service providers to provide the County with _____ Services and the "Consultant" responded to the RFP # _____ by submitting its Proposal; and

WHEREAS, the County accepted the "Consultant's" Proposal and selected the "Consultant" to provide the County with _____ Services; and

WHEREAS, the "Consultant" represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for _____ Services.

(B) The specific services to be provided by the "Consultant" are set forth in **Exhibit I** to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, which is also referenced in RFP # _____.

(C) **Components of the Agreement:** The Agreement between the County and the "Consultant" is comprised of and includes all the following documents: (a) **RFP # _____** issued by the County, including any addenda (collectively referred to as "**RFP**"); (b) the "Consultant's" proposal in response to the RFP (hereinafter, "**Proposal**"); (c) this _____ Services Resulting Agreement (hereinafter, "**Services Agreement**"), including all Exhibits, Schedules and Attachments, either attached to or incorporated into this Services Agreement by reference; and (d) any changes to, amendments, modifications or supplementals of the Services Agreement in reverse chronological order.

1. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Services Agreement, the following order of interpretation shall apply:

A. The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal;

B. The terms set forth in the Services Agreement will prevail over a

conflicting or inconsistent term between the RFP and the Services Agreement.

C. Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion.

D. The "Consultant" shall request the County's order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP, the "Consultant's" Proposal, and the Services Agreement.

2. *Referential Inclusion: References in the Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article 5 shall be deemed to include Section 5.A. and a reference to Section 5.A. shall be deemed to include Subsection 5.A.(1)]. In addition, references in the Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.*

(2) **FEES:** The amount to be paid to the "Consultant" by the County as full remuneration for the performance of all services called for in this Services Agreement is shown in **Exhibit II**, "Pricing Page", attached hereto and made a part of this Services Agreement.

(3) **EXPENSES:** No travel expense payments and/or reimbursements shall be made to the consultant for providing any of the services described herein, since the consultant's travel expenses are reflected/incorporated into the hourly rate.

(4) **INVOICES FOR PAYMENT:** The "Consultant" shall submit to the County all invoices and all supporting timesheets and other documentations for the services rendered and deliverables performed within forty-five (45) calendar days of the date these services and deliverables for which the payment is being requested were rendered and performed. The County is under no obligation to pay any Invoices submitted after more than forty-five (45) calendar days have elapsed from the date the services and deliverables for which the payment is being requested were rendered and performed. The County may in its sole discretion choose to pay any invoice submitted later than the timeframe provided herein without in any way waiving its right to refuse payment of any subsequent invoice submitted later than the timeframe provided for herein.

(5) **CONTRACT PERIOD:** The Contract Period for the performance of the services described in this RFP shall commence on or before _____, **2024**. It is expected all work will be completed by _____, **2024**. The "Consultant" shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated herein.

(6) **RENEWAL:** At the end of the initial contract period, this Agreement shall renew automatically for successive one-year terms (Renewal Period) annually and in perpetuity thereafter except that either party may cancel the automatic renewal by giving the other party notice of their intent to vacate the agreement 90 days prior to the end of the then current renewal period:

(A) **Services and Fees:** Prior to automatic renewal of the Agreement, the Consultant may provide a new Quotation ("Renewal Quotation") to the County of the total cost of the services for the Renewal Period based on the estimated levels anticipated to be used and provided by the County at the same

unit prices as in this Agreement. Upon acceptance and approval of the Renewal Quotation by the County, it shall serve as the governing pricing for the services to be provided during the Renewal Period, while this Agreement with all other documents incorporated hereunder, shall provide the terms and conditions governing the parties' relationship during the Renewal Period. The Consultant must provide any Renewal Quotation at least 90 days prior to the upcoming renewal date. If Consultant provides no Renewal Quotation, the pricing for the then current term shall remain in effect during the next Renewal Period except that nothing in this section shall prevent the parties from entering into a separate amendment or agreement to modify or update pricing terms.

(B) **Maximum Fees:** The County currently estimates the total of the cost for the anticipated level of services during the Renewal Period at _____ dollars (\$_____). The parties agree that in no event shall the total price of all services under the Original Period and Renewal Period exceed the total of _____ dollars (\$_____).

(C) **Adjustment in Services and Fees:** At any time during the Original Period, should the level of the services utilized to-date within the Original Period exceed the anticipated amounts stated herein and the County makes the decision to renew the Agreement, the overages in the amounts of services utilized during the Original Period shall carry over onto the Renewal Period and shall be covered by the funds budgeted for the Renewal Period. Should the level of services utilized under the Original and Renewal Periods reach levels that would cost in excess of the maximum cap stated herein of _____ dollars (\$_____), a supplemental agreement will be negotiated and executed prior to Consultant performing the services beyond the maximum service levels anticipated herein, or incurring any additional cost therefor.

(7) **COUNTY RESPONSIBILITIES:** The County 's responsibilities are listed in **Exhibit III** – County Responsibilities, attached hereto and made part of this Agreement.

(8) **CONSULTANT RESPONSIBILITIES:** The Consultant's responsibilities are listed in **Exhibit IV** – "Consultant's Responsibilities" attached hereto and made part of this Agreement.

(9) **ASSUMPTIONS:** The assumptions listed in the **Exhibit V** – "Assumptions" attached hereto and made part of this Agreement govern this transaction

(10) **CHANGE CONTROL PROCESS:** Changes to the deliverables, level of service, or timeframes that are specified in this Agreement and that are for reasons other than the Consultant's performance, may result in additional hours being added to the fixed hourly price quote and will be priced on a time and materials basis or as a SOW request or an existing SOW modification. Change Control Process outlined in **Exhibit VI** – "Change Control Process" attached hereto and made part of this Agreement, govern this transaction.

(11) **ACCEPTANCE CRITERIA:** Within ten (10) days of the completion of work, the County Representative will review the actions taken and the deliverables for the conformance to specifications as outlined within the Agreement. If the deliverables meet the outlined specifications, the County Representative will provide written notice of acceptance to _____. Should the deliverables fail to conform to the stated plan of this Agreement, the County Representative will document the deficiencies in an agreed-upon format and provide _____ with the documentation. The Parties shall agree upon a required corrective action within a mutually agreed-upon timeframe. Deliverables not reviewed and returned

to _____ for correction within the agreed upon period will be considered accepted by the County Representative.

(12) STATUS AS INDEPENDENT CONTRACTOR: The “Consultant” represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the County. Therefore, the “Consultant” shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers’ compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

(13) SUBCONTRACTORS: Any “Consultant’s” proposal must identify all subcontractors, if any, and outline the contractual relationship between the “Consultant” and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the “Consultant’s” subcontracting any portion of the services to be provided under the Agreement. The “Consultant” is responsible for the performance of any obligations that may result from this Services Agreement and shall not be relieved by the non-performance of any subcontractor.

(14) FINGERPRINTING AND BACKGROUND CHECKS: Prior to starting any work on this Agreement, the “Consultant” shall comply with all federal, state and local law applicable to fingerprinting and background checks requirement on all personnel, including the “Consultant” employees, contractors, subcontractors and other agents, who will perform work at any of the County Sites and/or have access to the County’s Information Systems Network, as follows:

(4) The “Consultant” shall provide to the County proof that the “Consultant” is registered with the State of Missouri Highway Patrol Information Security Unit; or

(5) The County shall perform its own fingerprinting and background checks on all of “Consultant” personnel, employees, contractors and subcontractors the “Consultant” shall assign to the performance of this Agreement, and the County shall have the right, in its sole discretion, to refuse any “Consultant” personnel access to any County Site and/or County’s Information Systems Network in light of the results of the background check performed as provided in this paragraph.; or

(6) The County may, in its sole discretion, permit “Consultant” remote access to the County’s Information Systems Network for privileged functions only for compelling operational needs by means of virtual escorting around privileged functions.

(15) LAW OF MISSOURI TO GOVERN: This Services Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The “Consultant” shall comply with all local, state, and federal laws and regulations relating to this Services Agreement.

(16) VENUE: Any legal action, suit or proceeding brought by any “Consultant” in any way arising out of or relating to this Services Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each “Consultant” irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The “Consultant” shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The “Consultant” irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to

plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Services Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

(17) OWNERSHIP OF RECORDS: All documents, reports, exhibits, etc., produced by the “Consultant” at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the “Consultant’s” work without payment of any royalties, fees, etc.

(18) RELEASE TO THE PUBLIC/ CONFIDENTIALITY: No material or reports prepared by the “Consultant” shall be released to the public without the prior consent of the County. The “Consultant” shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The “Consultant” shall notify the County immediately of any request for such information.

(19) CONFLICT OF INTEREST: The “Consultant” covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Services Agreement. The “Consultant” further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Services Agreement.

(20) INDEMNIFICATION: The “Consultant” agrees to defend (with counsel chosen by the “Consultant” with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the “Consultant’s” performance of its obligations under this Services Agreement.

(21) INSURANCE: The “Consultant” must maintain at all times during the Contract Period, and all subsequent Renewals as applicable, and provide copies of certificates of insurance documenting, the following coverages:

(A) Worker’s Compensation and Employer’s Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

(B) Automobile, General Liability and Property Damage: The “Consultant” shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the contract: \$1,000,000 for bodily injury or death to any one person and \$3,000,000 per occurrence for automobile and general liability coverage; and property damage coverage of at least \$1,000,000. A Combined Single Limit Policy in the amount of \$3,000,000 is an acceptable alternative. Automobile coverage must include non-owned vehicles.

(C) Network Security Insurance: in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(D) Technology Errors and Omissions Insurance: in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(E) *Employee Dishonesty (Theft)*: in an amount not less than One Million Dollars (\$1,000,000) per claim.

Additional Requirements: The Automobile & General Liabilities policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies. The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work. It shall be the "Consultant's" responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

(22) NON-APPROPRIATION: Any obligation on the part of the County to pay any amount due under the Services Agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the Services Agreement. Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the Services Agreement applies, the County's obligation to pay any funds under the Services Agreement shall cease immediately without penalty of further payment being required, and the Services Agreement will terminate upon written notice to the "Consultant" by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual budget ordinance.

(23) COUNTY'S RIGHT TO TERMINATE FOR CONVENIENCE: The County may, for any reason or for its convenience, terminate the Services Agreement, in whole or in part, by issuing a written notice of termination to the "Consultant", which states the effective date of the termination.

(24) EXAMINATION OF RECORDS: The "Consultant's" records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The "Consultant" must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the "Consultant" is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the "Consultant's" operations, obtained during audits, will be kept confidential. The "Consultant" will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have entered into this Services Agreement on the date last written below.

Executed by "Consultant" the _____ day of _____, 2023.

Executed by the County the _____ day of _____, 2023.

_____ ST. CHARLES COUNTY, MISSOURI

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

ATTEST:

ATTEST:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Acting Director of Finance

Date

Exhibit B

County Responsibilities

- (1) Provide access to County staff and management as needed to resolve project issues; and
- (2) Provide access to individuals within the County staff who have the domain and system expertise needed to facilitate the completion of the project on schedule; and
- (3) Provide access to individuals within the County staff who have sufficient expertise in the use and operation of the systems and applications within the scope of the project, as needed to stay on schedule; and
- (4) Provide access to the County's worksite as necessary. Note that this may include access after the normal daytime close of business and potentially on weekends or holidays; and
- (5) Provide office space, workstations, and appropriate software for use by the Successful Offeror; and
- (6) Provide access without charge to the Internet (if appropriate) and to email facilities for Successful Offeror personnel working on-site at County locations, which will be used in the support of project and administrative duties. The Successful Offeror shall abide by all County guidelines and policies concerning the use of the Internet; and
- (7) Provide timely maintenance of hardware and network facilities at all times when project work is scheduled; and
- (8) Provide access to current systems, applications, and standards documentation for the systems and applications within the scope of the project; and
- (9) Provide access to current applications software for the applications within the scope of the project, including process models, data dictionaries, and databases; and
- (10) Provide appropriate personnel as representatives of the County at periodic status meetings; and
- (11) Provide timely response to action items assigned to County personnel in periodic status meetings.

NOTE: Offeror must include additional County responsibilities in their proposal.

Exhibit C

Functional Requirements and Checklist

Instructions: Utilize the following codes in the Code column to indicate the products ability to satisfy each requirement. If custom configuration is required (Code C), indicate in the comments if the configuration will impact the price proposal. If the requirement is essential, as noted within the matrix, include the additional cost as part of the price proposal.

Key:

Code	Description	
O	“Off the Shelf” functionality	
C	Custom configuration required	Requires a comment
NA	Not available	

Requirements	Need	Code	Comments
SYSTEM – GENERAL			
The Election Night Results (ENR) should be compatible with Microsoft Windows 10 or higher systems and standard USB hardware.	Essential		
ENR solution to be provided as a web hosted (cloud based) solution with no required installs or plugins. Users only need an internet connection to access.	Essential		
ENR solution to integrate with Active Directory (AD)/Single-Sign on capabilities to allow users to sign into the application with their Windows issued credentials.	Essential		
ENR must be compatible with all the leading internet browsers, including Google Chrome, Microsoft Edge, and Safari.	Essential		
Data within the ENR solution will be solely owned by St. Charles County Government.	Essential		
Convert current existing election results from 2016 to present from current system.	Essential		
Having an ENR that is capable of accepting St. Charles County register voters to view election results without throttling or	Essential		

blocking users due to high volumes of clicks.			
ENR system should be compatible with GIS to provide various interactive displays for constituents.	Essential		
SYSTEM – APPLICATION SPECIFIC/COUNTY USERS			
ENR system should be capable of storing at least 5 (2016) years of historical data from past elections in the same formatting and reporting options as election night.	Essential		
ENR upload portal should be capable of providing a user-friendly upload, review, and publish process.	Essential		
ENR system upload portal should restrict upload to statistical data file and require no modifications by County Users.	Essential		
ENR system should provide an audit trail that includes – User login attempts, IP address, actions performed (view, modify, exports/import), configuration changes, changes to access control levels. The audit trail should live inside the application and be viewed on demand. The audit should be viewed as text and should include the user, history of audit with date and timestamp. The audit trail must be sufficiently detailed to stand as a record in a court of law. Audit trail log must be stored and indexed in a searchable database.	Preferred		
SYSTEM – APPLICATION SPECIFIC/COUNTY CONSTITUENTS			
Constituent view of ENR system should be readable on all modern mobile devices either by using an app or an intuitive mobile view of the application.	Essential		
Constituent view of ENR system should be customizable with County branding.	Essential		

Constituent view of ENR system should offer a default display of unofficial and official results in ballot order.	Essential		
Constituent view of ENR system should display Election Day results by precinct.	Preferred		
Constituent view of ENR system should display total number of precincts reported on Election Day.	Essential		
Constituent view of ENR system should display Election Day results by political subdivisions.	Preferred		
Constituent view of ENR system should have the ability to sort Election Day results in multiple views, such as bar graph, pie chart, list view, etc.	Essential		
SYSTEM - REPORTING AND SEARCH FUNCTIONS			
Ability to export customized reports in XML, CSV, and PDF format.	Essential		
When downloading files give user the option to zip or download individually.	Preferred		
SYSTEM – VENDOR SUPPORT & TRAINING			
System documents and training materials are available online.	Essential		
Offeror shall provide training and training materials during the implementation phase that prepares County staff to fully implement the system. Offeror shall specify the number of calendar days of training provided for implementation.	Essential		
Support is available via, phone, support email, support portal or direct messaging (if available). Indicate hours support is available (note time zone used). After hours emergency support contact to be included.	Essential		
System configuration assistance, upgrades and enhancements are provided for no additional cost.	Essential		

Provide communication regarding maintenance, system upgrades, planned outages, and unexpected outages through email correspondence and support portal notifications.	Essential		
Provide information about uptime, disaster recovery plans and overall availability.	Essential		
Provide Election Day support and troubleshooting and specify contact methods available.	Preferred		

Exhibit D

Successful Offeror's Responsibilities

- (1) Provide access to local Successful Offeror management as needed to resolve project issues; and
- (2) Provide resources to complete the deliverables outlined in this RFP. The resources may work on-site to complete the deliverables defined in the *Scope of Services* for this RFP; and
- (3) Maintain a log of issues and risks identified by the members of the project team or by project stakeholders, and report those issues and risks to the County within a week; and
- (4) Conduct problem determination and resolution for errors encountered during the period of performance of this RFP; and
- (5) Maintain a log of the problems encountered, and provide timely reporting of any problems that have a potentially significant effect on the project schedule; and
- (6) Maintain a log of changes the County has requested against the specifications, work products, or services within the scope of this project; and
- (7) Analyze requested changes for estimated impact on project schedule and budget, and provide that analysis to the County within ten (10) calendar days of the receipt of the request, or within a mutually agreed-upon timeframe; and
- (8) Conduct periodic meetings with County personnel throughout the project life cycle to discuss issues, risks, problems, changes, progress, and status; and
- (9) Maintain a log of action items raised in the periodic status meetings, and provide that log as requested by the County; and
- (10) Provide timely response to action items assigned to the Successful Offeror in periodic status meetings; and
- (11) Complete the tasks and Deliverables enumerated herein.

NOTE: Offeror must include additional Offeror responsibilities in their proposal.

Exhibit E

Assumptions

- (1) Office space and facilities will be available for Offeror personnel at the scheduled start of work; and
- (2) All software required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will have current support licenses sufficient for the analysis and resolution of errors within that software. Offeror personnel with responsibility to correct or work around errors within the software will have access to problem resolution support from the software vendor. In such an event, the County will have discretion to limit the Offeror's access to the County's facilities; and
- (3) All hardware and network facilities required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will operate without detectable error during the project, or will be repaired or replaced in a timely enough manner to allow the continuation of project work without significant schedule delays; and
- (4) Adequate resources will be allocated by both County and Offeror to ensure all Project milestones are completed according to the final accepted Schedule; and
- (5) Any requests of personnel to perform tasks outside the scope of normal maintenance will be subject to change control. Any such task request will be reported to the County for determination of how additional items will be performed; and
- (6) Any resource that leaves the project will be replaced by the Offeror or change control will be used to resolve the reallocation of resources and possible time and cost issues that might result; and
- (7) Requests for an increased level of service under the Resulting Agreement will require evaluation by the County to determine if change control is required for the Resulting Agreement.

NOTE: Offeror must include additional assumptions in their proposal.

Exhibit F

Change Control Procedures

Changes to the deliverables, level of service, or timeframes that are specified in this Agreement and that are for reasons other than the Successful Offeror's performance, may result in additional hours being added to the fixed hourly price quote and will be priced on a time and materials basis or as a SOW request or an existing SOW modification. The change control process will occur as follows:

- (B)** The County submits a written change request to the Successful Offeror to state the requirements of the request; and
- (C)** The Successful Offeror analyzes the cost and schedule impact of implementing the change and submits the estimates to the County for review. The estimates will include, at minimum:
 - (A)** An overview of the work necessary to implement the change; and
 - (B)** The estimated cost basis of resource hours and cost required to do the requested work, including additional travel expenses, if any; and
 - (C)** The forecast effect that implementing the change will have on the project schedule.
- (D)** The County and Successful Offeror will meet to discuss and prioritize outstanding change requests and to approve plans and costs for change implementation.
- (E)** The Successful Offeror, working with the County, updates the current project plan and SOW to reflect the proposed changes.
- (F)** The County approves the revised project plan and SOW.
- (G)** The project team members implement the approved changes.

Exhibit G

AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to _____

(Describe project or insert RFP number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that _____
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the _____

(Describe project or insert RFP number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Exhibit H

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts Examination of Records

The Successful Offeror's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Successful Offeror must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Successful Offeror is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Successful Offeror's operations, obtained during audits, will be kept confidential.

The Successful Offeror will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Offeror Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____
(Indicates acceptance of all RFP terms and conditions)

Date: _____

Exhibit I

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, _____, is by and between _____, located at _____ (hereinafter "Successful Offeror") and St. Charles County, Missouri, a charter county and political subdivision of the State of Missouri, located at 201 North Second Street, St. Charles County, Missouri 63301 (hereinafter "County").

WHEREAS, Successful Offeror has been engaged by the County to provide certain products and/or services; and

WHEREAS, in its performance of services for the County, Successful Offeror may have access to certain confidential or proprietary information or data;

WHEREAS, it is in the interests of the parties that discussions and exchange of information and/or data be carried on in a controlled environment and that confidential and proprietary information or data developed by the parties, or accessed by Successful Offeror or its employees or agents, whether from County resources directly or from other sources by virtue of the County having access to such sources, be protected from further disclosure unless the County approves of its release;

NOW, THEREFORE, for and in consideration of the engagement of Successful Offeror to provide certain products and/or services for the County, Successful Offeror agrees as follows:

1. In the course of its performance of services for the County, Successful Offeror will have access to certain information or data which is confidential and/or proprietary, including but not limited to the County's confidential business and/or other technical information and private data of citizens (hereinafter referred to collectively as "Confidential Information"). Confidential Information may be in written, electronic, photographic or other tangible form, and it may be provided orally or visually. Confidential Information disclosed in a tangible or electronic form may be marked or otherwise identified as such by the County, but in no event shall the absence of such a mark or identification in any way affect Successful Offeror's obligations hereunder, including without limitation its obligation to treat such information or data as confidential. Successful Offeror shall treat all information or data of which Successful Offeror becomes aware as a result of its engagement with the County as confidential unless: (a) the information/data was rightfully known to Successful Offeror, without restriction on disclosure, prior to its engagement with the County; (b) the information/data is or has become generally available to the public, without the fault or negligence of Successful Offeror; (c) Successful Offeror rightfully received the information/data from a third party without a duty of confidentiality; (d) Successful Offeror independently developed the information/data without use of County's confidential information; or (e) authorized, in writing, by the County. Confidential Information made available to Successful Offeror may include information of third parties, and the source of such information or data shall not affect its treatment hereunder.

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the County, Successful Offeror and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in association with its engagement with the County, whether prior to, during or subsequent to its engagement, unless

necessary to effectuate the purposes of its engagement with the County. Successful Offeror's sole purpose for accessing and/or using Confidential Information shall be to perform its contractual obligations to the County. Successful Offeror is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the County.

3. Successful Offeror agrees that any Confidential Information it receives from the County or accesses by virtue of its engagement with the County shall be provided only to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Successful Offeror agrees that when access to Confidential Information results in access to information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. When Successful Offeror's employees or agents no longer have a need for access to Confidential Information, whether because of termination of employment, reassignment of job duties or otherwise, Successful Offeror shall ensure that access of such employees or agents is terminated.

4. Successful Offeror acknowledges and agrees that it, its employees and agents are bound by all applicable federal and state laws governing confidentiality and/or privacy of information including but in no way limited to individuals' personally identifiable information, e.g., protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. The parties hereby acknowledge and agree that this Agreement is subject to, and the parties will act in accordance with, the Missouri Sunshine Law (Chapter 610, RSMo.). Successful Offeror agrees to immediately notify the County of any request for information or data concerning or related to County business received from a third party. Successful Offeror is permitted to disclose the Confidential Information as required by a court or other governmental entity of competent jurisdiction; provided, however, that Successful Offeror shall: (a) where permitted by law, give the County prompt written notice upon receipt of a disclosure requirement and before the disclosure is made; (b) take reasonable actions and provide reasonable assistance to the County to ensure confidential treatment of the Confidential Information, at Successful Offeror's cost; and (c) disclose only such Confidential Information as is legally compelled.

6. Successful Offeror agrees not to issue any press release, give or make any presentation, or give to any print, electronic or other news media any information regarding its engagement with the County without the advance approval in writing by the County.

7. Successful Offeror agrees that all Confidential Information in its possession as a result of the engagement, including all intellectual property rights therein, at all times remains the sole property of the County. Nothing herein shall be construed as granting Successful Offeror any rights, express or implied, including without limitation any intellectual property rights, in the Confidential Information, other than the limited right to use it to effectuate the purpose of its engagement with the County.

8. Successful Offeror's right to access and/or use the Confidential Information shall cease upon completion of its engagement with the County; however, its obligations hereunder shall survive in perpetuity. Upon completion of its engagement or upon request by the County, Successful Offeror will turn over to the County all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Successful Offeror and/or its employees or agents, regardless of the source of said Confidential Information. Successful Offeror agrees to return or, with the written consent of County, destroy all Confidential Information, including all copies, at the conclusion of the engagement or at an earlier date set forth by the County in its sole discretion. "Destruction" includes the complete purging of all Confidential Information from all computers and back-up media storage. Upon request by the County,

Successful Offeror shall certify in writing that it has complied with its obligations under this section.

9. Successful Offeror, its employees and agents shall not attach or load any additional hardware or software to County equipment unless authorized by the County in writing, and will only use those access rights and will only access those systems, directories, information or data authorized by the County for its/his/her use to effectuate the purpose of Successful Offeror's engagement with the County. All requests for access must be communicated to the County's System Administrator.

10. Successful Offeror agrees to transmit Confidential Information only through the use of secure methods and that it shall use the same or a greater degree of care in safeguarding the Confidential Information as it uses for its own confidential information (but no less than reasonable care). Upon the discovery of any disclosure or misuse of the Confidential Information, Successful Offeror shall immediately notify the County and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed the County's Confidential Information. Successful Offeror shall be liable for any such unauthorized disclosure or misuse.

11. Successful Offeror agrees to store any Confidential Information it receives in secure, locked containers. Where data is stored on a computer or other electronic media, Successful Offeror must have an appropriate computer security policy that protects Confidential Information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever and however stored, must be limited to staff who have an official business need and who have read, understood and agreed to terms substantially similar to those stated in this Agreement. Responsibility for computer security must be assigned to a specific individual or organization, and that assignment must be documented.

12. Successful Offeror agrees: (a) to use the Confidential Information furnished under this Agreement only to effectuate the purposes of its engagement with the County; and (b) to retain such Confidential Information only so long as necessary to effectuate the purposes of its engagement with the County.

13. Successful Offeror agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having its engagement with the County terminated, the County shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses and damages resulting such breach or threatened breach. Successful Offeror acknowledges that compensation may not be sufficient and that injunctive relief to prevent or limit any breach may be the only viable remedy to fully protect the Confidential Information. Successful Offeror further understands and agrees that the terms of this Agreement shall survive the term of the engagement, and Successful Offeror will abide by the terms of this Agreement in perpetuity.

14. Successful Offeror shall indemnify and hold harmless the County from any and all claims, suits, causes of action, damages, and costs of any kind (including attorneys' fees) arising out of or in any way related to Successful Offeror's unauthorized disclosure and/or misuse of Confidential Information.

15. Successful Offeror agrees that it shall not assign any of its rights or delegate any of its obligations under this Agreement without the County's prior written consent.

16. This Agreement constitutes the entire agreement between to the parties as to the subject matter hereof. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of

Missouri, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

By St. Charles County, Missouri

Offeror:_____

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

State of Missouri

State of _____

County of St. Charles

County of _____

On this _____ day of _____,
in the year _____, before me
_____ a Notary Public in
and for said state, personally appeared
_____, known to me to
be the person who executed the within
Non-Disclosure Agreement on behalf of
_____ and
acknowledged to me that he or she
executed the same for the purposes
therein stated.

On this _____ day of _____,
in the year _____, before me
_____ a Notary Public in
and for said state, personally appeared
_____, known to me to
be the person who executed the within
Non-Disclosure Agreement on behalf of
_____ and
acknowledged to me that he or she
executed the same for the purposes
therein stated.

Official signature and official seal of notary

Exhibit J

Network and Security Questions

Offeror should answer all the following questions

On Premise Solution

1. Network Connectivity Review

1. How is Network Connectivity established with this application? (VPN, Browser, Carriers, resides on solely County Network, etc.)
2. Protocols and Routing: Please provide additional information if there are any special considerations including below:
 - Firewall Access Rules
 - Encryption
 - Static addresses
 - Port Exceptions
 - Dedicated Carrier or leased circuits routing requirements
 - Domain or network segmented
3. Any use of dedicated P2P hardware appliances?
4. What is the expected data throughput from client to server?
5. How is network authentication / credentialing handled?
6. Are there any certificate or proxy requirements?

2. Solution Hosting Review

1. Identify server footprint required and server roles needed (web, database, file, etc.)
2. Identify server hardware profile requirements – compute, memory, local storage
3. Identify server operating system requirements
4. Identify any database software requirements
5. Virtualized high availability cluster supported?
6. Azure and AWS cloud supported?
7. Identify key application services, executables and prerequisites that might be deployed.
8. Identify key windows service or component features needed and any interdependencies.
9. Identify Local server configurations needed - accounts, firewall exceptions, file shares, etc.
10. Identify any run time engine/container or stack technology required such as Tomcat or JVM
11. Identify any authentication services such available as LDAP or SAML

3. Storage and Backup Review

1. Describe solutions enterprise storage needs (number of data disks, size, etc.).
2. Describe storage size requirements and anticipated storage size in 5 years, 10years.
3. Describe file system shares or dedicated volumes needed.

4. Describe any recommended record retention, archival or data purge practices.
5. Describe recommended backup policy and method.
6. Describe adjustments required to running the solution with enterprise backup appliances.
7. Describe any tiered data management requirements.
8. Describe recommended RPO and RTO.
9. Solution can be backed up using Volume Shadow Copy and SQL Management Studio?

4. **Solution Security Review**

1. How does the solution utilize encrypted authentication methods such as SSL for web front ends?
2. How does the solution encrypt data at rest?
3. How does the solution hash or encrypt all stored passwords and credentials?
4. How does the solution use role-based access defined by the system administrator and can accommodate least privileged?
5. How does the solution comply with all Federal law regarding PHI, and CJIS data?
6. Describe the procedure to identify security vulnerabilities in testing and production.
7. Have development standards been established to address secure coding practices?
8. Describe the procedure to identify security vulnerabilities in testing and production for mobility users.
9. How does this system handle Trusts, SSO or Multi Factor Authentication?

SaaS Solution Review

5. Does the vendor have failover, redundant or geographically dispersed hosting? Please describe.
6. Does the vendor host production data themselves or use a public cloud hosting service? Please describe.
7. Does the datacenter have redundant power and cooling systems?
8. Does the hosting environment have multiple carriers or network redundancy?
9. How is physical access to the hosting environment monitored and managed?
10. How is the network secured?
11. What network connectivity speeds should be expected.
12. What are the System Availability SLAs?
13. Describe the methods which can be used to access the application: VPN, browser, ODBC, etc.
14. If accessed by a web browser, describe any objects required to be downloaded or installed for system use.
15. Any special network configurations required of the SCC Network for system access.
16. How does the solution utilize encrypted authentication methods such as SSL for web front ends?
17. How does the solution encrypt data at rest?
18. How does the solution hash or encrypt stored passwords and credentials?

19. How does the solution use role-based access defined by the system administrator and can accommodate least privilege?
20. How does the solution comply with all Federal law regarding PHI, and CJIS data?
21. Describe the procedure to identify security vulnerabilities in testing and production.
22. Have development standards been established to address secure coding practices.
23. Describe the procedure to identify security vulnerabilities in testing and production for mobility users?
24. How does this system handle Trusts, SSO integrations or Multi Factor Authentication?

Network and Security Questions (Continued)

Please complete the following Organizational Security Self-Assessment using the following self-scoring table

Score	Maturity Level
5	Optimized: A formally documented policies, standards, and procedures are in place. Implementations have been tested and reviewed regularly to ensure continued effectiveness.
4	Implementation in Process: Documented policies, standards, and procedures are in the process of implementation.
3	Documented Policy: A formal policy is in place
2	Informally Performed: Activities and processes may be substantially performed, and technologies may be available to achieve this objective, but are undocumented and/or not formally approved by management
1	Not Performed: Activities, processes, and technologies are not in place to achieve the referenced objective

#	Control Objective	Vendor Self Score	Notes / Comments / Justification
1	Organizational communication and data flows are mapped?		
2	Cybersecurity roles and responsibilities for the entire workforce and third-party stakeholders (e.g., suppliers, customers, partners) are established		
3	Resilience requirements to support delivery of critical services are established for all operating states (e.g., under duress/attack, during recovery, normal operations).		SLAs? DR Plan available?
4	Legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations, are understood and managed		HIPAA, PCI, CJIS, etc.
5	Threats and Vulnerabilities are identified and mitigated. Risk responses are aligned with a Vulnerability Mgmt. Plan		Patches, etc.
6	Suppliers and third-party partners are routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations.		
7	Physical access to assets is managed and protected. Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users, and processes		Least privilege, role-based access
8	Network integrity is protected (e.g., network segregation, network segmentation)/Remote Access to network is managed.		Encryption requirements
9	Multi Factor Authentication is available and used.		
10	All employees and vendors participate in annual cybersecurity training.		provide sample acknowledgement
11	Data-at-rest is protected		when, what type of data?
12	Data-in-transit is protected		when, what type of encryptions?

#	Control Objective	Vendor Self Score	Notes / Comments / Justification
13	Protections against data leaks are implemented		Network traffic baselines, Firewall rules.
14	A System Development Life Cycle to manage systems is implemented		
15	Configuration change control processes are in place		
16	Backups of information are conducted, maintained, and tested		
17	Data is destroyed per compliance requirements, data retention per compliance requirements.		Explain data destruction and retention.
18	Security event data is collected and correlated from multiple sources and sensors		SIEM Tools, Malware Detection, Credential monitoring
19	Malicious or unauthorized programs are detected and stopped.		
20	Vulnerability scans are performed on network assets, workstations, servers etc.		Please explain.
21	Roles and responsibilities for detection are well defined to ensure staff and vendor accountability		HelpDesk, Engineering, vendors?
22	Incident Response plan is executed during or after an event. The response plan has been implemented and staff know their roles during a response.		Tell us about your incident response plan.
23	Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness		When is the security event information disclosed? How is the information disclosed to us? What is the time frame to disclose following an event?
24	Forensics are performed		

#	Control Objective	Vendor Self Score	Notes / Comments / Justification
25	Incidents are categorized, tracked, contained, and mitigated by IT, consistent with response plans.		
26	Processes are established to receive, analyze, and respond to vulnerabilities disclosed to the organization from internal and external sources (e.g., internal testing, security bulletins, or security researchers). Vulnerabilities are mitigated according to a risk response plan.		Also covered in identify.
27	Recovery plan is executed during or after a cybersecurity incident		RPO, RTO, Recover from Backups, redundant site, etc.
28	Does your organization have a privacy officer		
29	Does your organization have clearly defined processes to report a breach of PII/PHI?		
30	Does your organization have a Data Classification policy that identifies sensitive data and calls out roles and responsibilities regarding use and protection of that data?		