<h1 style="text-align:center">St. Louis County Board of Election Commissioners
**2025 Request for Proposals
Election Management System**</h1>

Proposal Due Date:	**4:00 p.m. CDT, February 3, 2025**
Submit Proposals To:	**St. Louis County Board of Election Commissioners**
	Attn: RFP **725 Northwest Plaza Drive** **St. Ann, MO 63074**
Submit:	**1 (one) printed, signed original copy** **1 (one) copy of the original proposal** **1 additional copy submitted via electronic format**

Important Notice:

This document is a Request for Proposal. It differs from an Invitation for Bids in that the St. Louis County Board of Election Commissioners ("BOEC" or "Election Board") is seeking a solution, as described in the following sections, not a bid or quotation meeting firm specification for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As such, proposals will be evaluated and scored by a committee of BOEC/County employees based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability, or capability, may be overriding factors, and initial price may not be solely determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standard that measure how well a vendor's approach meets the desired requirements and needs of the BOEC. Criteria that will be used and considered in evaluation for award are set forth in this document. The BOEC will thoroughly review all proposals received. A contract will be awarded to a qualified vendor submitting the best proposal. The BOEC also retains the right not to select any vendor through this process and to reject any and all proposals in its sole and absolute discretion. The BOEC also reserves the right to modify this Request for Proposals, and/or alter or deviate from the terms and requirements hereof in its sole and absolute discretion.

Effective immediately upon release of this Request for Proposals (RFP), and until notice of contract award, all official communications from Proposers regarding the requirements of this RFP shall be directed to the RFP evaluation panel at boecrfp@stlouiscountymo.gov. The RFP evaluation panel or its designee will shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of the RFP by posting the same to the St. Louis County Board of Elections website with the RFP. Any other information of any kind from any other source shall not be considered official, and Proposers relying on other information do so at their own risk. Communication on the part of any Proposer with any BOE employee, regarding this RFP, outside of this written procedure shall be strictly prohibited. Violations of this provision may result in rejection of proposal.

Section 1: The Project

1.1 Background

The St. Louis County Board of Elections (BOE) is a bi-partisan, independent body established by the State of Missouri to protect the integrity of the voting process by accurately, securely, and efficiently conducting all elections in St. Louis County. Approximately 720,000 registered voters live in 964 precincts and vote in 200+ polling places within the County.

1.2 Current Technical Environment

The BOEC's present computing architecture is composed of a data center co-located at the REJIS data center and file/print servers and appliances located at various other locations within the County. The BOEC office has 10/100 Mb/s Ethernet Local Area Networks, using Category 5/5e/6 cabling, linked to the data centers by a WAN with VPN. The County's main Clayton campus LAN is Gigabit Ethernet with FortiGate routers.

User workstations are primarily Lenovo laptops with Microsoft Windows 10 operating systems. Upgrades to Windows 11 are planned for 2025.

Microsoft Office 365® is our office system standard. Servers are primarily, but not exclusively Windows Server 2008. The major network protocol is TCP/IP. Remote access is over a VPN or through Fortinet to a virtual desktop.

Our web development standards are Microsoft .NET and XML. Other standards are:

Item	Standard
Geographic Information System (GIS)	ESRI
Enterprise Content Management (ECM)	SharePoint and Tyler Content Manager
Mobile device operating system	Apple iOS
Reporting Tools	Crystal Reports
Web Browser	Google Chrome
User PC	Dell or Lenovo: desktops & laptops
Servers	Dell

1.3 Historical Information

The BOEC's current Election Management System (EMS) is Konnech's Poll Chief system. The system was purchased in 2016 and it is fully integrated in all operations of the BOE. Modules the BOE currently use are listed as follows: Election Judge Staffing; Polling Locations; Asset Tracking; and Poll Call, a system to track the incoming calls on Election Day.

1.4 Scope of Work

St. Louis County Board of Elections is soliciting proposals for the design and deployment of an Election Management System (EMS) that will improve the voting process and accuracy for BOEC staff and poll workers conducting their election duties.

It is the goal of the BOEC to implement the EMS by the August 2025 Special Election, running the system in tandem with the current EMS. Full implementation must be completed for use prior to that election.

1.5 Definition of Terms

The following definitions are used in this RFP:
1) Client or County means St. Louis County, Missouri.
2) REJIS (www.REJIS.org): The organization (outsourcer) that provides IT services to the County.
3) System Customization - making source code changes to the vendor's out-of-the-box product to achieve special, unique functionality.
4) "Proposer" or "Vendor" or "Respondent" means a firm, company or organization submitting a proposal in response to this RFP.
5) "Request for Proposals" and its abbreviation "RFP" shall mean this document, which is an invitation to Vendors to submit a proposal that fully meets all the requirements contained herein.
6) "We" and "the enterprise" (as well as "our" and "us") refer to St. Louis County.
7) "You" and "supplier" shall mean all respondents to this RFP prior to the award of the contract, and the respondent selected to deliver the equipment and services necessary to fulfill this RFP subsequent to the award of the contract. The term extends to include all subcontractors under the responsibility of the prime contractor.
8) "Infrastructure" shall mean all the hardware and software required to execute and operate the system software for a minimum duration of four years to vendor and industry standards of operation detailed below.
9) "Equipment" and "infrastructure" shall mean all hardware and software necessary for the deployment of the proposed solution.
10) "Delivery of equipment" shall mean the supply, installation, testing, configuration, and commissioning of the specified equipment, subject to acceptance criteria.
11) Peripheral equipment includes, but is not limited to printers, scanners, plotters, etc.
12) System verification test shall mean that all essential system components are delivered and in place, have been tested by the County and Vendor to demonstrate that they work as proposed and further testing can begin leading to Go-live.
13) Cloud computing is a model of the delivery and consumption of IT-related capabilities and is characterized by five main attributes:
    a. Service-oriented – using well defined interfaces.
    b. Scalable and elastic
    c. Shared IT resources among the service consumers

d. Metered by use.
e. Uses internet technologies.

14) BOE/BOEC: Board of Elections Commissioners is the department responsible for voter registration and the conduct of elections within St. Louis County, Missouri.

15) Area, Special Deputies: An area deputy has the same duties in addition to supervising two or three roving deputy teams. A special deputy has the same duties, but they are based in the BOEC office and are sent to specific polling places as needed.

16) Technicians: Non-partisan election day personnel who have responsibility for election equipment problems and proper opening/closing of election equipment on election days. A captain has the same responsibilities with the addition of supervising technicians.

17) Election Management System (EMS): System used to manage the conduct of an election.

18) Poll worker, Election Judge, Manager, Election Worker: The County's term (same as Polling Place Worker) for a person working at the polls on Election Day.

Section 2: RFP Schedule, Instructions and Communications

2.1 Schedule

Milestone	Timeframe
RFP Issuance	January 10, 2025
Deadline for Submitting Questions	January 20, 2025
Questions/Answers and Addenda Posted (If needed)	January 24, 2025
Deadline for Submitting Proposals	4:00 P.M. CDT, February 3, 2025
Demonstration of EMS, virtual or On-Site Lab Environment	Week of February 10, 2025
Selection of Successful Proposer	February 25, 2025
Recommendation Submitted to Board for Approval	February 26, 2025

2.2 Instructions

2.2.1 Direct all inquiries and correspondence to: St. Louis County Board of Election Commissioners Email: boecrfp@stlouiscountymo.gov

2.2.2 Contact with any BOEC employee, other than the outline herein, concerning this RFP is prohibited. Any proposers engaging in such prohibited communications may be disqualified.

2.2.3 Any changes or updates to the Request for Proposal will be in the form of an addendum posted on the BOEC's website along with the original RFP. It is the proposer's responsibility to monitor the website for any addenda.

2.2.4   Any questions regarding the RFP shall be submitted in writing by 4:00 p.m. CDT, January 20, 2025, to allow time for posting of any necessary addenda before the submission deadline. Questions may be submitted via email at boecrfp@stlouiscountymo.gov. All questions regarding this solicitation will be researched and the answers will be communicated to all interested parties via the BOEC's website.

2.3 Submission and Opening of Proposals

2.3.1   Proposals are due in the office of the Board of Election Commissioners, 725 Northwest   Plaza Drive, St. Ann, MO 63074 by 4:00 p.m. on February 3, 2025. Responses must be sealed and marked with the Proposer's name and address.

Any proposal received after the time specified for the receipt of proposals shall not be considered unless the Proposer provides, and BOEC accepts in its sole and absolute discretion, reasons demonstrating good cause for the delay. It is the responsibility of the Proposer to ensure that the package is received at the correct location and before 4:00 p.m. CDT.

2.3.2   BOEC reserves the right to accept or reject any or all proposals and to waive any irregularities in the proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

2.3.3   No proposals submitted by email or facsimile, or any modifications to previously submitted proposals made by email or facsimile shall be considered. If a proposal is sent by mail, allowance shall be made by the Proposer for the time required for such transmission.

2.3.4   A legally authorized representative of the Proposer shall sign the proposal. All Proposers must complete and submit Attachment 5 – Authorized Signatures.

2.3.5   No responsibility shall be attached to any person for premature opening of a Proposal not properly identified.

2.3.6   The contents of proposals submitted in the RFP process, with selected exceptions, shall be open records and be open to inspection after a contract is executed or BOEC rejects all proposals. The BOEC is a public agency subject to the disclosure requirements of the Missouri Sunshine Law. This law includes an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified by the vendor. To protect trade secrets from disclosure, you must agree in writing to defend, indemnify, and hold harmless the BOEC if litigation results for any reason.

2.3.7   All opened proposals become the property of BOEC.

2.3.8   No corrections are permitted after the stated proposal due date and time. If a correction is required prior to the due date and time, the Proposer shall submit an amendment to the original proposal identifying the section, article, and page number(s) of the change made in a sealed envelope entitled AMENDMENT and labeled with the RFP title and Proposer name.

2.3.9   Failure of the Proposer to comply with the requirements of this RFP or evidence of unfair proposal practices are causes for rejection of the proposal.

2.3.10 BOEC shall notify all Proposers when a selection has been made. Notice will be posted with the RFP on the BOEC website if the BOEC elects to reject all proposals.

2.3.11 This RFP does not commit BOEC to make an award, nor shall BOEC pay any costs incurred by Proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

2.3.12 After proposals are submitted, BOEC may request presentations and/or demonstrations of the solutions proposed in response to the RFP. BOEC shall contact Proposers to schedule such presentations/demonstrations.

2.4 Formation of Agreement

2.4.1   BOEC intends to enter negotiation in an effort to reach a mutually satisfactory agreement, which represents a contractual obligation and shall be executed by both BOEC and the Proposer. The language contained in Section 9 of this RFP; "Contract Requirements" shall be included in the negotiated agreement. The agreement shall be based on the proposal documents, the proposal submitted by the selected Proposer and items resulting from the associated negotiations.

2.4.2   BOEC reserves the right to award based on the Proposal determined to be the best value to the BOEC in conformance with Section 107.132 SLCRO.

2.5 Modification or Withdrawal of Proposal

2.5.1   Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of one-hundred twenty (120) calendar days thereafter. BOEC reserves the right to request that the Proposer keep the proposal open beyond the one-hundred twenty (120) calendar day period.

2.5.2   Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to the RFP committee. Such notice shall be received by BOEC prior to the designated date and time for receipt of proposals.

2.5.3   Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with this RFP.

2.5.4   If an emergency or unanticipated event interrupts normal BOEC business or processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent BOEC requirements preclude amendment of the RFP, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal business resumes.

Section 3: County Insurance Requirements

The selected Proposer ("Contractor") agrees to carry the following insurance coverage for the duration of this contract and will provide BOEC with Certificates of Insurance for all required coverage prior to commencement of the work under this contract. Contractor shall also provide BOEC with notice of policy cancellation, termination or modification of any kind within thirty (30) calendar days of the change.

3.1   Commercial General Liability (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than $1,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location (project). CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

3.2   Business Automobile Liability, a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Limits of not less than $1,000,000 per accident for bodily injury and property damage claims that may arise as a result of operations under this contract.

3.3   Workers Compensation Insurance and Employer Liability with statutory limits and Employer Liability Insurance with limits no less than $500,000.

3.4   Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Consultant's services as defined in this contract. Coverage shall be written subject to limits of not less than $1,000,000 per occurrence.

3.5   Indemnification - Consultant shall indemnify, defend and hold harmless BOEC, its appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses and expense, to the fullest extent permitted by law, including but not limited to attorneys' fees arising out of or resulting from the performance of the bidder's work provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and only to the extent it is caused in whole or in part by any negligent act or omission of successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any indemnified party.

Section 4: Scope of Work

4.1 Qualifications and Requirements

Indicate ability to adhere to the following requirements in the Response Column by noting for each row: "Comply" or "Does Not Comply".   If the Proposer plans to implement later, please indicate the planned date of implementation.

The Election Management System shall:

	Function	Response
1	Possess ability to house data for all system users centrally or web-based.	
2	Possess ability to enable or limit data access based on user needs and their role in the election management system.	
3	Manage all private data in compliance with relevant election statutes and administrative rules and regulations.	
4	Have integrated communications and management tools.	
5	Possess an election day call center and trouble call resolution module.	
6	Provide for tracking for poll worker training/polling place staffing attendance and training.	
7	Possess mobility software for laptop and/or iOS devices.	
8	Have data integration/migration ability (migrate data to/from other systems in CSV, Excel, or GIS formats). Possess API access for data.	
9	Possess ability to assign all Election workers to polling place locations, tech areas, deputy areas, and other roles.	
10	Possess ability to allow select BOEC personnel to generate customizable reports in all modules.	
11	Possess ability to allow BOEC to auto generate payroll with the ability to make manual edits and allow for CSV extracts of payroll data.	
12.	Possess a worker management module.	
13.	Possess an asset management module.	
14.	Possess a location (polling place) management module.	
15.	Provide barcoding for supply and inventory tracking.	
16.	Possess an online staffing portal that allows for applications, scheduling classes, posting of training materials, administer surveys, and access various forms of communication.	
17.	Provide a training / testing environment that mirrors all live site modules and data.	

if proposers can demonstrate that they have successfully deployed at least three (3) systems of similar complexity, and IT architecture for a large county, city, or metropolitan area, please list below.

Name/Location	Registered voters	Number of Poll Places	Number of Poll Workers

4.2 Required Modules and Assets

4.2.1 General Requirements

All modules listed below should be interoperable, in that relevant data from one module should be accessible in other modules. All data in the system should be importable and exportable to standard formats (CSV, Excel, GIS). Flexible and customizable reports should be available through all modules. Programmatic API access should be available as needed.

Administrators of the system should be able to assign rights to each user of the system based on their level of access required in each module.

4.2.2 Election Worker Module

Election workers are the key to a successful election. The BOEC employs from 1,800 to 2,500 election employees in several roles including polling place workers, (Managers, Election Judges, and Student Election Judges), election technicians, and area and turn-in deputies; and other positions. The BOEC needs a system to aid in contacting the forementioned workers to verify availability; assign them to where they will be working; and place them in training classes. The system would also have to have the ability to set up training classes, (In person, virtual and online), In addition, the system should have the ability to automate communication with workers, including assignment letters, training reminders, worker surveys, etc. This communication will need to be done through printable letters, email, SMS, and robo-calls. The system should also allow BOEC staff to facilitate payroll to all workers, including time reporting, training pay, transportation, reimbursements, auto mileage, and other payroll items. The system should also include individual user profiles, worker history, a performance ranking system, work location preference, and be capable of updating by several users simultaneously.

4.2.3 Worker Portal Module

The BOEC needs a system that will allow all election workers to have the ability log into a module that will allow them to review all upcoming elections, communications, surveys, assignments, training options, and work and payroll history. The system should also allow workers to review training materials i.e., documents, manuals, videos, etc. Workers should have the ability to mark themselves available to work the election and select the training class that they would like to attend.

4.2.4 Application Module

The system needs to be able to allow the public to apply to be an election worker, a notification should be sent to election staff, and the application should show up in the Election Worker module.

4.2.5 Command Center Ticket Module

The BOEC desires an Election Day ticket tracking system that auto-generates customizable work orders. This system should allow BOEC staff to troubleshoot critical problems, avoid duplication of trouble calls, speed the resolution of problems, enhance response time, document voting machine problems in the permanent equipment file, and create reports for feedback and future improvement. BOEC staff need the necessary tools to make decisions based on accurate, well-correlated information. The system should also contain separate dashboards so staff can monitor the number, status, and resolution of Election Day calls. The program application should be intuitive to allow BOEC staff to answer questions and perform tasks with minimum training. The application should allow users to enter problems such as voting equipment failures or election worker no-shows and replacement workers into a database on Election Day. The application should show assets, worker names, phone numbers, and polling places. The application must be able to send trouble tickets to election techs electronically via iOS devices.

4.2.6 Location Management

The system should provide a module for managing polling place locations, absentee satellites, and nursing homes. The module would be used to manage and assign potential buildings as active polling places for elections, to communicate with the organizations managing those buildings, and to assign those polling places to internal teams for election tasks.
- Ability to maintain a comprehensive list of potential buildings, and to activate them as polling places for a given election with election specific data (location numbers, management areas, additional roles);
- Ability to manage all contact information for buildings (multiple people, phone numbers, email, SMS), and built-in communications within the module (email, SMS, surveys);
- Ability to manage contacts and communications for organizations which manage multiple potential buildings;
- Ability to manage and select from multiple rooms at a potential building and maintain key information at the room level (GIS map points, pictures, required equipment, etc.);

4.2.7 Inventory/Asset Tracking

The solution should provide for election equipment tracking for efficient logistical inventory purposes. All equipment can be tagged with, preferably, a bar code for scanning. This solution should provide an efficient system for BOEC staff to know what assets are assigned to a specific polling place, technician, or field area through the election cycle, as well as defined storage locations. Reports should be able to be generated that show all equipment assigned to a specific location.

4.3 Infrastructure

What system architecture do you propose? Describe number and type of application servers, database server(s), test environment and training environment.

Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, test/training

server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network connectivity to LANs and WAN, etc.

4.4 Operating Systems

What operating system (server and desktop) do you propose? If you are proposing a different operating system, explain how it will integrate with the existing environment and how ongoing operations and technical support will be provided.

4.5 System Performance

Your system must deliver a minimum of 99.5% availability if the server(s) is hosted in the Saint Louis County data center. Do you comply? State the conditions that must be in place for you to contractually commit to this.

Can your system deliver 99.9% availability if the server(s) is hosted in your center? State the conditions that must be in place for you to contractually commit to this.

If, after your system is deployed to the BOEC, the system is unable to meet these requirements, you will provide a solution within two months of the condition being reported to your help desk, at no cost to the BOEC?

4.6 Licensing

1. Describe how licensing is structured (alternatives, base software + per user licenses, license costs, license-packs, incentives, etc.). Include costs for adding additional users after the initial purchase.
2. Will you provide price protection that allows the BOEC to procure additional licenses at or below the original agreement price for a defined period of time? If yes, what is that period of time?
3. What Total Cost of Ownership should we expect over a five-year period?

4.7 System Maintenance

Describe the types of support needed to keep the product under current support and to keep the product enhanced. Describe your maintenance programs and options with associated pricing.

If your system/product has been given an end-of-life designation by the Vendor, are you agreeable to reduce maintenance/support costs to reflect the post end-of-life conditions (e. g. only help desk support)?

Are you agreeable to the BOEC removing unused licenses from system maintenance with a corresponding reduction in maintenance costs without a recalculation of maintenance costs at a higher price than originally set? What, if any, costs would there be to reinstate the licenses at a later date? Explain your policy and practices in this area.

Are you agreeable to send a notification to the BOEC via certified mail or recognized overnight carrier before system maintenance and support are cancelled, with an additional 30 days to pay?

4.8 Version Management

Describe your policy, processes, and practices for introducing new versions and managing software obsolescence. How often should we expect upgrades and new versions (major and minor version releases)? What can we expect in backward version compatibility and support of back versions?

When new versions are released, describe what release notes we will receive coincident with the release. These release notes should identify new features and bug resolutions that are included in the release.

Are we required to move to new versions within X months of their being released? What choice does the BOEC have in determining if and when to migrate to new versions?

What are you planning that will make deployment of new versions easier and less costly for the BOEC?

4.9 Peripheral Equipment Requirements

Describe any peripheral equipment required or recommended (note whether it is required or recommended) in order for your proposed system to function optimally to meet performance objectives.

4.10 Security Requirements

The County does not allow users' (client) computers to have administrator rights. Does your proposed system comply? If not, explain any exceptions.

Describe the identification and authorization capabilities of your proposed solution,
   a. For users

   b. For system administrators and DBAs.

Describe the security audit capabilities of your proposed solution.

The time between when a software vendor announces a security flaw and the time the first exploit appears is becoming shorter.

   a. Will you commit to having critical security vulnerabilities patched on the system you are proposing within 5 business days after the public announcement by the vendor (e.g. Microsoft SQL Server, Oracle)?

   b. Will you commit to revising your system to interoperate with Microsoft Windows operating system critical security patches within 5 business days after public announcement (typically posting on web page) by Microsoft?

If you do not rely on Active Directory integration (which is our strong preference), does your proposed solution have:

   a. The ability to automatically generate a random default password for the user's first use?
   b. The ability to automatically prompt users to change the default password on the first use?

c. The ability to require that default passwords shipped with the application be changed immediately after loading onto the computer?

d. The ability to limit (re)authentication to three (3) unsuccessful attempts?

e. A time-out capability for periods of user inactivity greater than 30 minutes? Can this capability (number of minutes of inactivity before the time-out engages) be changed by the user? System administrator? If yes, describe.

f. The ability to require a password to reactivate the user session that has been suspended due to a predefined period of activity? If yes, describe.

g. The ability to prevent passwords from being written to activity, log, or audit files?

h. The ability to prevent passwords from being displayed on the monitor screen?

i. The ability to mask passwords on the screen through the use of "dummy characters" or equivalent? If yes, describe.

j. The ability to have at least 12 "dummy characters" always appear on the screen even if the password is less than 12 characters?

k. The ability for successful log-ons to display the date and time of the last log- on so that users can determine if someone else might have used their ID/password without their knowledge?

l. The ability for passwords to be at least 8 positions in length? Describe your proposed system's password capabilities (lengths, characters, alpha, non-alpha, etc.).

m. The ability for users to change their own passwords if the system permits? If yes, describe.

n. The ability to require that new passwords differ from previous passwords? If yes, describe.

o. The ability to require that user and administrator's passwords be changed every X days? If yes, describe the options for the range of days for X.

p. Is there anything in your proposed application/system that would prohibit or inhibit the BOEC from simply and easily changing System Administrator passwords every 60 days?

q. The ability to have different required password change intervals for users and administrators? For example, 90 days for users and 60 days for administrators.

r. The ability to require that when a password is changed, the old password must be provided by the user before a new password can be created?

1. What do you in your application development process to ensure the security of your application's code?

2. Before software is released into general use, describe the security testing performed. Do you conduct fuzz testing? Who performs the testing? Describe the process.

3. What will you do to address vulnerabilities in your product discovered subsequent to us deploying your code? In what time interval will they be fixed (Critical & non-critical)? At what cost to the BOEC?

4. What do you do to ensure the physical security of backup tapes and other media while at your facility and in transit? (For ASPs and other vendors as appropriate)

5. Does your proposed system use or require hard-coded passwords anywhere (e.g. in the application, scripts, database)? If yes, provide details.

6. What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, etc.) that it processes or stores?

7. Remote Access to Applications & Host Systems by Vendor Support Personnel.

8. Application vendors often provide application support and troubleshooting via remote access. This often includes access to production applications and data.

9. Describe how you propose to address the security issues associated with this access. Address each of the below issues and any others you are aware of.

   a. Individual accountability. Vendor personnel must be identifiable to ensure the accountability required by regulations (e.g. PCI DSS) and auditors. There must be a mechanism to track which support person is using a shared account at any time. This likely means that each support person will need an account in at least one of whatever identity repository is used by the supported system or Active Directory.

   b. Risk-appropriate Authentication. Support personnel's identities must be verified as appropriate. For example: PCI DSS requires two factor authentications.

   c. Limiting Access to the Supported Applications and/or Host Systems. Support personnel's access on the network must be limited to the supported application/system. How do you prevent a support person from breaking out of your application/system into other parts of our network?

   d. Super user Privileges. Support personnel must not be given permanent, super user privileges on host computers.

   e. Logging Support Activity. How do you monitor support personnel activity (i.e. Logs, keystroke logging, etc.)?

4.11 Technical Support and Help Desk

Vendor shall be responsible for support of all components of the system/solution proposed, including components and subsystems being provided by the business partners identified in the proposal.

Identify the points of contact for operational support and maintenance inquiries. State the support options that are available (e.g. 800 number, telephone, e-mail, etc.).

Provide the telephone numbers, e-mail or web portal addresses for the services named above.

Provide the hours of availability of your help desk, Level 1, and Level 2 support. Do you limit the number of BOEC people who can call in for support? If yes, explain your model and how additional people can be included and at what incremental cost? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?

Are you agreeable to keep trouble tickets (aka incidents, problems) open until the BOEC agrees to close them (i.e. you will not unilaterally close them out)?

Provide your standard help desk service level agreement (SLA).

If not included in your SLA, provide your problem escalation practices. For example, if a problem is open for longer than x hours, it is automatically escalated to the Help Desk or Technical Support Manager. Continue up to the senior management level.

What percentage of all incidents should we expect to be fixed remotely without customer intervention? You may reference your experience of customer support during the past two or three years.

Give the locations of all your nearby (to St. Louis County) support and maintenance facilities.

How many qualified support and maintenance staff are on call 24/7/365?

4.12 Documentation & Manuals

Describe what documentation is available on the system proposed and any related costs.

4.13 Technical Training Requirements

Provide standard user training information such as outline, description of content, format, guaranteed outcomes, or any other information that would assist Election Board evaluators in understanding the depth of the training provided.

Provide information training that will enable personnel who will operate and maintain the software/system to achieve the level of proficiency required to support the County's use of the software/system. The training must provide adequate instruction for individuals, who will be managing the overall system, including:

- System Security
- System basic diagnostics
- Trouble-shooting techniques
- Use of system utilities
- System database backup procedures
- Installation of software and conversion of data
- Information regarding data interfaces

Vendor must provide standard training information such as outline, description of content, format, guaranteed outcomes or any other information that would assist BOEC evaluators in understanding the depth of the training provided.

Do you agree to provide a complete set of training materials for the BOEC's approval at least three weeks before the start of any training?

4.14 Project Management

Do you provide project management services to migrate to your proposed solution? If yes, describe. If not, how do you propose the BOEC manage the planning and deployment of your proposed solution?

What resources should the BOEC expect to provide to plan, test, and deploy your proposed solution? How will project management be resourced?

Provide an activity-level work plan for achieving the successful deployment of your proposed system.

Do you recommend using a systems integrator and/or consultants for a successful deployment? If yes, provide your recommended model for success.

4.15 Users Group

Do you have a user's group? If yes, provide information about it, where it is held and when. If not, are you planning one?

4.16 General Qualifications
a. Demonstrated experience of the firm and consultants (and sub-consultants) proposed for the Election Board's engagement on work of a similar nature within the past twelve months.
b. Qualifications of the key personnel (including managers and sub-consultants) to be assigned to the engagement/project (education, experience in local government or peer organization engagements, and certification).
c. Ability to provide consistent, skilled consultant resources throughout the duration of the project.
d. Capacity and capability of the firm to manage milestones and perform the work within engagement and project schedules.
e. Methods of quality assurance/quality control.
f. Knowledge and expertise in relevant architecture, design, best

practices, and methodologies.

g. Willingness to take significant leadership and responsibility for the project's success.

h. Understanding of the key business, process, and technical IT issues and drivers facing St. Louis County Election Board. Comparable experience with another county or peer organization is a must.

i. Proposers shall be able to demonstrate their capabilities & experience in delivering new technologies and versions and providing the services described in this proposal.

j. Are you agreeable to give the Election Board free estimates (hours, resources) of what it will take to deliver the Election Board requested work before starting the work? If yes, what turnaround time will it take from the time the Election Board requests an estimate to when it is delivered to the Election Board

k. Disclose:
   I. Any financial interest (direct or indirect) you have in any IT vendors.
   II. Any referral or reseller relationships you have with any IT vendors.
   III. Your participation on any IT vendor's board of directors or board of advisors.
   IV. Any known familial relationships (within the fourth degree of consanguinity or affinity) with any IT vendors.

4.17 Proposers' Employee Requirements

Personnel dedicated to the project must reside in the continental United States.

The Proposer shall describe their commitment to maintaining consultant continuity for the duration of the project. In the event of unplanned turnover, the Proposer shall describe their process for a timely, transparent turnover.

Given that your consultants will have access to County data, are they bonded? Have they undergone criminal background checks? If not, are you agreeable to have this done at your expense? If not, what do you propose to do to address this risk?

The Proposer shall describe its commitment to and methods of development and training and keeping its consultants current on existing, new, and emerging Vendor products and technologies.

The Proposer shall provide:

1. A list of proposed consultants and their role(s) for review as part of their RFP response.

2. A list and description of managers and their ability to staff and supervise an engagement team.

3. The resumes of consultants & managers who will be assigned to this engagement without substitution unless prior written consent of St. Louis County. For each proposed consultant & manager, the degree of vendor/system technology, education & certifications, and applicable business experience must be clearly stated.

4. Is the person(s) you propose for this engagement certified by the Project

Management Institute (PMI)?

5. Its model regarding the use of full and part-time consultants. The Proposer shall, upon request and within a reasonable time, make its proposed consultants available to St. Louis County for telephone and/or in-person interviews. St. Louis County will maintain the right of refusal for any consultant assigned to the engagement.

6. The Proposer must state and commit to a level of its own employees vs. subcontractor use that is acceptable to the County.

4.18 Current Litigation

Do you currently have any outstanding significant litigation with a possible exposure of $250,000 or more with

- Existing or prospective customers?
- Other businesses?
- Any U. S. government or any federal, state, or local governmental entity or subdivision thereof, regardless of the amount at stake?
- Any form of government investigation, regardless of the amount at stake? If yes, describe.

4.19 Solution Installation

The vendor shall deliver and install all hardware, firmware, and software necessary for the election management system.

Bidder should indicate how equipment is to be configured if using PC/Server.

The vendor shall provide draft acceptance testing procedures for the EMS and shall assist the Board of Elections in preparing final acceptance testing procedures for the system and its components.

The vendor shall provide the Board of Elections' Office with complete written documentation of the system.

4.20 Training

The Vendor shall train the Board of Elections' personnel on all phases of the system to the point that the organization shall be able to operate the system independently with minimum support from the vendor. The training shall address, but shall not be limited to, the following topics:

1. The overall system.

2. Necessary tasks for maintaining the programs and system components. Certify BOE personnel to maintain system.

3. Building the database for an election.

4. System security includes safeguards to prevent and detect tampering.

5. Procedures for auditing the database.

6. Archive of the database in accordance with state and federal law.

7. Production of reports: printing, designing, and formatting.

8. Troubleshooting and resolution of malfunctions, etc.

4.21 Administrative Support

The Vendor shall provide:

1. A contract administrator/project supervisor who will serve as the principal point of contact for the Vendor and the Election Board.

2. Technical support for the election cycles that includes:

   i. Pre-election programming.
   ii. Election Day support during the full hours of operation at Board of Elections.
   iii. Archiving the data after the election; and

3. Well-trained and qualified support personnel, conversant in the English language, for all activities that are the vendor's responsibility.

4. During the term of the contract and subsequent extensions all software upgrades, as well as all hardware and software patches to repair defects in the system, were at no charge to the Election Board.

5. Two (2) complete sets of user and technical documentation for all hardware and components required to operate each system for the St. Louis County Board of Elections.

4.22 Warranty

The vendor shall provide a minimum 5-year warranty for all firmware and software provided by the vendor regardless of whether this warranty period for any software shall extend beyond the term of this contract as described in this document.

4.22.1 Post Warranty Maintenance and Support

a. Following the warranty period for each piece of firmware and software

provided under the contract, the vendor shall continue to maintain such firmware and software in proper operating condition for the full duration of the contract, including option periods, if exercised.

b. The replacement of parts or components can be with entirely new parts or components, or with refurbished parts or components such that the equipment or software will function like new. Similarly, the vendor can replace a malfunctioning unit or software with the same or similar unit. For the purposes of this contract section, "replacement" shall mean replacement from the vendor's stock. The vendor shall perform repairs on the improperly functioning equipment or software or make replacement from its stock.

c. All maintenance is to be performed within a reasonable timeframe from notification to the vendor of a problem. In instances where the vendor learns of problem situations that are likely to negatively affect a significant portion of the equipment or software provided under this contract, the Vendor shall prospectively make appropriate repairs, adjustments, or replacements to all such equipment or software to forestall the problem's occurrence.

d. When a piece of equipment or software ceases to operate properly on an Election Day and is not repaired or replaced at this time, the equipment or software shall be replaced within 4 weeks from the date of the election during the warranty period. During the maintenance period, the equipment or software shall be repaired or substituted with a loaner within 4 weeks from the date of the election.

e. The vendor shall provide to the Election Board a copy of the most recent third-party security audit of the vendor solution on the following schedule: June 30, 2025, and June 30, 2027.

4.23 Deliverables

a. Within thirty (30) days after award, the vendor shall:
   i. Provide user manuals and technical documentation to the Board of Elections.
b. Within sixty (60) day after award, the vendor shall:
   i. Train Board of Elections Office personnel on use of the system.

Section 5: Term of the Contract

5.1 The initial term of this contract will be for three (3) years, with the option to renew for two (2) additional one (1) year terms.

5.1.1 BOEC is not required to state a reason if it elects not to renew.

5.2 If the final contract includes options for renewals or extensions, Vendor must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the agreement.

5.2.1   Both parties shall agree upon rate extension(s) or changes in writing.

5.3   The contract shall contain a clause that provides that BOEC reserves the right to cancel the contract, or any extension of the contract, without cause, with a thirty day (30) written notice, or immediately with cause.

Section 6: Proposal Contents

Information contained in the vendor's proposal that is company confidential must be clearly identified in the proposal itself. The Election Board may use all information in the vendor's proposal for the Election Boards purposes. The vendor understands and accepts that all material supplied to the Election Board may be subject to public disclosure under the Missouri Sunshine laws after the contract has been awarded (Chapter 610 RSMo).

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than the BOEC.

Vendors must clearly demonstrate and document within the technical proposal and the Management summary of their technical proposal that the proposed system meets or exceeds the minimum requirements stated in this document.

The Management summary shall include reference to the page number(s) in the proposal where such evidence can be found.

6.1   Each Proposal shall include a description of the Proposer's capacity to meet the RFP requirements including, but not limited to, the financial capacity of the firm, the number of the technical staff, and the ability to perform the desired work within the defined time frame.

6.2   Proposer shall submit a detailed pricing proposal for the services to be provided. See Attachment 2. The Proposal Price should include a "not to exceed" fee for the services to be performed, inclusive of worked time in hours for the completion of each task and items which are normally referred to as reimbursable expenses, i.e., travel, meals, and lodging. This will be the cost to be used in determining point scores for cost evaluation purposes.

Proposal shall also identify the hourly rate for any additional services requested by BOEC for implementation of Proposer's recommendations. The pricing proposed must apply to each term of the contract.

If Proposer includes any optional services or products, such services or products shall be individually priced and clearly labeled as optional.

6.3   Proposal Requirements: To standardize submissions and assist in evaluation, proposals shall be submitted in the following format:

6.3.1   Section 1 - Qualifications
Provide a discussion of the Proposer's overall qualifications and experience in providing similar services. The Proposer shall demonstrate that it possesses the experience necessary to successfully perform the Services required by this RFP.

6.3.2   Section 2 – Services to be Provided
Describe the services to be provided. If applicable, this section should include a detailed breakdown and description of the specific steps that will be followed to perform the services required by this RFP. Proposers may elect to include in this section any innovative methods or concepts that might be beneficial to the BOEC if the requirements established in this RFP are met.

6.3.3   Section 3 - Experience
List key personnel who would be assigned to work with the BOEC. Please include professional resumes, a description of the extent of staff experience, expertise with similar contracts, past work related to proposed services, and proposed role on the project team.

6.3.4   Section 4 - References
In this section include three (3) references of organizations for whom Proposer has provided similar services (to those sought by this RFP) within the last five (5) years as requested in previous section of this RFP. Please include reference information for at least one election authority. Each reference must include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Proposer. It is the responsibility of the Proposer to ensure that this information is current and accurate.

6.3.5   Section 5 – Supplemental Services (Optional)
Supplemental Services (optional) – please list any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the Election Board for the services sought.

6.3.6   Section 6 - Financial Information
The Proposer shall provide a summary of its current corporate annual report and attach a copy of that report to the appendices of this RFP. The Proposer shall be prepared to provide, on request, a complete set of audited financial statements for the past three years. We reserve the right to purchase credit reports and additional financial reference information about your organization.
If you are publicly traded, list your trading symbol designation.
What percent of business income is the direct result of your _Election_ _Management_ system work?

6.3.7   Section 7 - Proposer Profile
The following information about the Proposer's organization is required to ensure that the Proposer can meet the RFP requirements. The main supplier and any contractors and partners working on its behalf shall each provide the following information:

1. The supplier's legal entity – for example, a privately held or public corporation, together with its name and registered address.
2. The name, address, phone number, e-mail address of the primary contact authorized to make decisions on behalf of the supplier. State the person's position in the company and how long the person has worked for the supplier.
3. The total number of years the supplier's legal entity has been in business and, if appropriate, the number of years under the present business name. Provide any previous names of the business for at least the past five years.

4. The number of years the supplier has been delivering *EMS* solutions.
5. Total number of employees.
6. Number of employees certified on EMS solutions. The proposer is responsible for assumption and management of all contractual and delivery obligations performed by subcontractors.

6.3.8 Required forms:

- Work Authorization Affidavit for Business Enterprise Entities. (see Attachment 4)
- Authorized Signatures (see Attachment 5)
- Affidavit of Compliance With St. Louis County Charter Section 12.020 (see Attachment 6)
- Exceptions to Section 9 (see Attachment 1)
- Price Proposal Form (see Attachment 2)
- Compliance with Section 285.530 RSMo (see Attachment 3)
- St. Louis County Data Agreement Form (see Attachment 7)

RFP responses shall follow the section/paragraph numbering format used in the RFP. The Pricing Form in the format shown on page 34 shall be included in your response. Failure to follow the RFP format may result in you being removed from consideration.

It shall be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date and include signed addenda with their RFP response. Addenda will be posted on the County's internet site along with the RFP. Proposals not containing all signed addenda may result in disqualification.

Section 7: Evaluation of Proposals

An evaluation committee has been established to review and score proposals received. The six-member committee is comprised of BOE staff who are subject matter experts in the various modules currently being used by the BOE. The evaluation committee will make a recommendation to the BOE Directors of the successful bidder. The Directors will then review the recommendations and forward the contract to the board for approval.

7.1 The Evaluation Committee may make a recommendation of a proposal that represents the best value to the BOEC, taking into account the price, ability, capacity or skill of the Proposer to provide the required services; whether the Proposer can provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of performance of previous contracts or services; the previous and existing compliance by the Proposer with laws and ordinances relating to the service; the sufficiency of the financial resources and ability of the Proposer to provide the services; the quality and availability of the contractual services required; the ability of the Proposer to provide any necessary future service; and the number and scope of conditions attached to the proposal.

7.2   Proposals: Proposals may not be considered, and may be rejected as non-responsive, unless the proposal includes or is accompanied by a signed and fully completed response to the RFP including all references and point-by-point responses to the RFP.

7.3   Proposal Evaluation Criteria:
        Award shall be made to the Proposer whose proposal provides the best value of the BOEC.

The proposals shall be evaluated by an Evaluation Committee according to the following criteria:

	Evaluation Criteria	Max Point value
1	The qualifications and experience of the persons to be assigned the project in providing equipment services of comparable specifications/scope and value.	10
2	The ability to perform the work in the time allotted for the project, as demonstrated by their proposed commitment of management, personnel, and experience.	10
3	The approach to performing the tasks set forth in the Project Overview and Requirements. Thoroughness and completeness of the proposal.	10
4	The understanding of problems; details of the offering; how you plan to meet the requirements of this RFP.	10
5	The background, experience, resources, reputation, years in business and references of the company.	10
6	The training plan is relative to the requirements of this RFP. What will be the level of support in later years?	15
	System Related Criteria	
7	Demonstrates experience in the development and implementation of system.	10
8	Responsiveness (degree of fit) with the requirements, security of the proposed solution, as evidenced by a 3rd party security audit, and apparent overall quality of proposed system, hardware, communications, and services.	20
9	Quality of technical environment.	10
10	Ability to demonstrate adherence to and completion of timeline requirements for installation and full implementation.	10
11	Ease of use, accuracy, logic checking and flexibility of the computer's operation, local data access capabilities, local change/modification capabilities, ease of transition, and local report writing capabilities.	15
12	Response time (time it takes to look up data).	10
13	Loading data and testing for correctness.	10
	Total Score	150

7.4 Presentations
        Selected vendor(s) may be invited to make in-person or virtual presentations to the evaluation
        committee, directors, and board members. The vendor representative(s) attending the
        presentation shall be technically qualified to respond to questions related to the proposed
        printing services and their components.

        The BOEC may conduct discussions for the following purposes:

a. Seek additional information or clarification, or
b. Any other purpose to permit the BOEC to obtain the best solution specific to its requirements.

Discussions with each Proposer will be based on what is determined by BOEC to be necessary to fulfill its needs for obtaining the best solution. Discussions may vary with each Proposer. BOEC may terminate discussions with Proposer at any time.

7.5   Best and Final Offer (BAFO)
Following discussions, the BOEC will provide notice to Proposers of the date and time by which the Proposers will submit their BAFO proposals, the BAFO requirements and the criteria and scoring by which the BAFO Proposals will be evaluated.

Evaluations of the BAFO Proposals will then be conducted by the evaluation panel in accordance with the evaluation criteria so provided resulting in a final score for each Proposer. The BAFO scoring will be based on the BAFO Proposal together with the information gathered in presentations/discussions.

Section 8: Award of Contract

After completing the evaluation phase of the process, BOE may enter into contractual negotiations with a number of Proposers. Award of the contract will depend on the satisfactory outcome of these negotiations. Unsuccessful Proposers will be notified after a contract has been executed. Board authorization will be required prior to execution of a contract with the successful Proposer. St. Louis County Board of Elections reserves the right to accept or reject any or all proposals and waive any irregularities in its sole and absolute discretion.

Section 9: Contract Requirements

The following contract terms, in addition to requirements and services identified herein, shall be included in the contract executed with the successful Proposer.

A response to this section is required. The proposer shall acknowledge acceptance of the contract terms or state "Take Exception" to each specific term and offer alternative language. The proposer shall specifically list any exceptions taken *(by number)* in Attachment 1. If no exceptions are taken, the Proposer may acknowledge acceptance of the contract terms by stating such position on Attachment 1.

For purposes of this section, "Contractor" refers to the successful Proposer selected through the RFP process.

9.1 Term of Contract: The initial term of this contract will be for three (3) years, with the option to renew for two (2) additional one (1) year terms.

9.2 Independent Contractor: The relationship of the Vendor to the Election Board shall be that of an independent contractor and no principal agent or employer-employee relationship is created by the contract.

9.3 Conflict of Interest: The Vendor shall not employ as a director, officer, employee, agent, or

sub-contractor any elected or appointed official of Saint Louis County or the Election Board or any member of his/her immediate family.

9.4 Non-Discrimination of Employment: The Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, national origin, or disability/handicap (See Section 16). Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, age, marital status, national origin, or disability/handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of contractor's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Contractor may be declared ineligible for further St. Louis County and/or Election Board contracts.

9.5 Obligations and Subcontracts: The Vendor agrees not to subcontract any of the work required by this Agreement without the prior written approval of the St. Louis County Election Board. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

9.6 Assignment of Agreement: The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the St. Louis County Election Board and the Vendor. Changes in Agreement The contract may be changed only upon the written agreement of the St. Louis County Election Board Director or designee and the Vendor.

9.7 Changes in Contract: The Contract may be changed only upon the written agreement of the parties.

9.8 Governing Law: This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

9.9 Termination: The Election Board shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Vendor. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. The Vendor must provide 90 days written notice to the Election Board of intent not to renew this Contract.

9.10 Funding Out: This contract shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the Contract applies to pay the amount due.

9.11 Wording Conflicts: Should there be a conflict in wording between the contract and the Contractor's RFP response, the contract shall prevail. The Contractor's RFP response shall be attached and incorporated into the contract.
9.12 Indemnification: Contractor agrees to defend, indemnify, and hold harmless the County and the Election Board, its elected and appointed officials, employees, and volunteers from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of the Contractor, its subcontractors, agents, servants or employees.

9.13 Contingent Fee: Vendor warrants that no agreement has been made with any person or agency to solicit or secure this Agreement upon an understanding for a gratuity, percentage, brokerage, or contingent fee in any form to any person excepting bona fide employees or contractors or bona fide established commercial or sales agencies. For breach of this warranty the Election Board may by written notice terminate the right of the Vendor to proceed under this Contract and will be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a breach of this Agreement. As a penalty in addition to any other damages to which it may be entitled to by law, the Vendor shall be entitled to recover exemplary damages in an amount to be determined by the County Executive, which amount will not be less than three (3) nor more than ten (10) gratuity, commission, percentage, brokerage, or contingent fee. The rights and remedies of the Election Board as provided in this Paragraph will not be exclusive and are in addition to any other rights or remedies as provided by law.

9.14 Maintenance & Support: Annual increases for maintenance and support shall not exceed the general Consumer Price Index (CPI). The vendor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the vendor's "standard" increase is 2%, the BOE will be invoiced for the 2% increase. The vendor agrees to send an itemized invoice to the Election Board at least 90 days before maintenance is up for renewal. The Election Board may cancel maintenance upon 90-day notification to the Vendor. Maintenance may be reinstated by the Election Board at an amount not to exceed the back fees that would have been due if maintenance/support had not been dropped. The Election Board will not be forced to move to new license models to pay upgrade fees. The Vendor shall give the Election Board at least 12 months' prior written notice before canceling maintenance. In addition, the Vendor shall continue to support the system/product as long as it is supporting such system/product for the rest of its customer base. The Election Board may remove unused licensed software without a corresponding reduction in maintenance/support.

9.15 Intellectual Property: Software ownership. All information, data, programs, publications & media created specifically for and paid for by the Election Board or as a result of the work identified in this Contract is the property of the Election Board unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

9.16 Use of Licenses by Personnel Who Are Not Employees: Election Board consultants, contractors, external customers, and business partners may access the licensed system.

9.17 Disaster Recovery & Disaster Recovery Testing: There will be no additional system license cost to process at another site in the event of a disaster that shuts down the Election Board's primary location.

9.18 Software Escrow: Vendor will provide appropriate source code to the Election Board in a timely manner in the event that the vendor goes out of business or no longer supports the software being licensed. The same applies if the Vendor is merges with, or is acquired by, another entity and the software is no longer supported. Once the Election Board obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

9.19 Right to Outsource: Software licensed to the Election Board may be used by an outsourcer hired by the Election Board.

9.20 Unlimited Liability for Software Vendor Infringement: The Vendor will reimburse the Election Board for all costs related to infringement (not "finally awarded"). There shall be no limit of liability if the software is determined to be infringing.

9.21 Vendor Merger or Acquisition: In the event that the Vendor merges with, or is acquired by, another entity the acquiring/post-merger entity shall honor all of the terms of the existing Contract for 18 months or until the end of the present contract term, whichever is longer.

9.22 Functionality Replacement: The Election Board maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or re-bundled.

9.23 Security of Election Board Data in the Care of Third Parties: All Election Board data must be stored within the continental United States. Vendor agrees to encrypt any sensitive (e.g., employee names, addresses, SSN, birth dates, medical, etc.) Election Board data in its care and/or possession that is delivered on or moved to a portable storage media (data in transit or data at rest). The vendor agrees to pay for any remediation costs incurred by the Election Board related to the loss or theft of Election Board data as a result of failing to comply with these terms.

9.24 Termination of Vendor Contract- *Erasure of Election Board Data and Return of Devices:* When the contract between the Vendor and the Election Board is terminated or the project is completed, the Vendor agrees that all Election Board data and applications on Vendor computers and devices will be erased within 10 workdays of the end of the project or contract and any Election Board -owned devices will be returned to the Election Board.

9.25 Security of Vendor Access to System: In the course of deploying their products and subsequently supporting and maintaining the production system, the vendor will meet or exceed the BOE's security policies and requirements. The Vendor accepts liability for any security exploits or security events caused by their personnel.

9.26 Software Acceptance: The Election Board may test the software for 30 days after it has been successfully installed on servers and BOE workstations. The Election Board may cancel the agreement after testing if the software does not meet its requirements.

9.27 System Acceptance: The system will be considered fully installed when operation of the system is to the satisfaction of the Election Board. After software installation is complete, Vendor shall certify in writing to the Election Board that the software is installed and ready for use on the BOE's operating system.

9.28 Press and Publicity: Vendor shall not advertise or publish the fact that the Election Board has placed this order without prior written consent from the Election Board, except as may be necessary to comply with a proper request for information from an authorized representative of the Election Board.

9.29 Transfer of Usage Rights to Outsourcer: The Election Board may transfer usage rights for licenses to an outsourcer with no transfer fee. The Election Board is granted exclusive ownership rights for all software that the outsourcer purchases on behalf of the Election Board. The software remains the property of the Election Board, even if the Election Board grants the outsourcer the right to access and use the software on the Election Board's behalf.

9.30 Election Board and Vendor are obligated to comply with all terms contained in this proposal, Data Security Agreement, attached and incorporated herein.

9.31 For purposes of this section, "Contractor" refers to the successful Proposer selected

through the RFP process.

9.32 Contract Fees: The fees quoted by the successful Proposer shall remain firm during the contract term.

9.33 Sovereign Immunity. Nothing herein shall be interpreted to constitute a waiver of the Election Board or the County's protections under the doctrine of sovereign immunity.

Section 10: Billing and Invoices

Are you agreeable to being paid in stages related to project milestones and associated formal acceptance by the Election Board as shown below? If not, what do you propose?

Milestone	% of Total Amount to Be Paid
Effective date of Contract	20%
Upon delivery of the hardware and system installation and completion of system verification test	20%
Go-live date as declared by the Election Board	30%
System acceptance by the Election Board 90 days after go-live	30%

Are you agreeable to send invoices so they are received by the Election Board at least 60 days before payment is due?

For hardware & software maintenance renewal invoices, are you agreeable to having an invoice due date that is 30 days or less before the expiration of the current maintenance?

Attachment 1 Exceptions Form

_____No exceptions are taken.

Section of the RFP	Explanation of the basis for the exception

Attachment 2 Price Form

	Manufacturer	Model	Manufacturer Catalog ID	Total
Software license EMS				
If EMS is module based, please provide cost per module.				
Annual Maintenance Cost and Escalation Structure for the future (EMS)				
Conversion (if any)				
Training				
Any other cost not mentioned above (i.e. travel expense for implementation, training materials)				
Total Cost for all Hardware components (if applicable).				
Total Cost for all software				
Total cost for future upgrades				
Recommended timing of hardware replacement				
Total Cost for hardware refresh				
Total Cost of Ownership over 5 years				
Cost for System Customization (enhancements)				

Attachment 3 Compliance with Section 285.530(2)

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) RSMo

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County Board of Election Commissioners contracts in excess of $5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

> As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) RSMo

Business Entities

Pursuant to 285.530(2) RSMo., business entities awarded St. Louis County Board of Election Commissioners contracts in excess of $5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

(1)   Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and

(2)   Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program, or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.gov/files/nativedocuments/MOU.pdf.

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and 2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 RSMo no alien who is unlawfully present in the United States shall receive any contract from local governments, including BOEC. Accordingly, individuals or sole proprietorships awarded any contract with BOEC must provide proof that the individual is a citizen or permanent resident of the United States or is lawfully present in the United States.

Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

This proof must be submitted to BOEC after a Proposer is selected and prior to contract execution. Failure to provide the required documentation may result in BOEC's rescinding of the award of the contract.

Failure to Comply

Compliance with Section 285.530(2) RSMo is required for any contract with BOEC in excess of $5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to BOEC as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County Board of Election Commissioners has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) RSMo to BOEC. Pursuant to Section 208.009 RSMo, no contract for any amount shall be awarded to any individual by BOEC without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

Attachment 4 Work Authorization Affidavit for Business Entities

WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES
PURSUANT TO 285.530 RSMo (FOR ALL CONTRACTS IN EXCESS OF $5,000.00)

County of _____)
) SS.
State of _____)

My name is _____.
I am:

☐ An individual or sole proprietor (see instructions regarding required documentation. No affidavit is required.)

OR

☐ The _____ (title) of _____ (name of business). I am authorized to make this affidavit and have personal knowledge of the facts stated herein.

I hereby affirm that the aforementioned business is enrolled in and participates in a federal work authorization program operated by the United States Department of Homeland Security with respect to all employees working in connection with this contract. I have attached documentation to this affidavit to show enrollment and participation by the aforementioned business in a federal work authorization program, as required by Section 285.530 RSMo. In addition, I affirm that this business does not knowingly employ any person who is an unauthorized alien in connection with the work on this contract.

     Further, Affiant sayeth not.

_____
Signature of Affiant

_____
Printed Name

_____
Title

Subscribed and sworn to before me this ___ day of _____, 20__.

_____
Notary Public

Attachment 5 Authorized Signatures

AUTHORIZED SIGNATURES

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

NOTE: Signature shall appear next to name

Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title

The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership, or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact

Sworn to before me this _____ Authorized Signature(s)

day of _____ , _____ Corporate Seal(s)

Notary Public

Notary Seal

Please type or print information for your organization's primary contact person regarding this RFP.
Name _____

Phone number _____

E-mail

_____

Attachment 6 Affidavit of Compliance with St. Louis County Charter Section 12.020

AFFIDAVIT OF COMPLIANCE WITH ST. LOUIS COUNTY CHARTER SECTION 12.020

I, _____, _____ of
        (Name)   (Title)

_____, am authorized to make this affidavit, and by
       (Company Name)

Doing so, I attest that the Company which is a

( ) sole proprietorship ( ) partnership   ( ) joint venture   ( ) limited liability company
( ) corporation, incorporated under laws of State of _____,
Is in compliance with the following representations:

    1. Said Company has not made a campaign contribution to a candidate for elective office authorized by the St. Louis County Charter (County Executive, County Councilmember, County Prosecutor, or County Assessor) within 90 days of issuance of this solicitation (hereinafter "prohibited contributions); and

    2. Said Company shall not make a prohibited contribution within 90 days after the award of the contract from this solicitation; and

    3. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation, then said Company is disqualified from entering into such contract with St. Louis County Board of Election Commissioners; and

    4. If Company makes a prohibited contribution within 90 days of award of the contract from this solicitation and executes such contract with St. Louis County Board of Election Commissioners, said contract shall be deemed void; and

    5. Said Company will comply with all applicable laws, ordinances, rules, and regulations governing the conduct of business in St. Louis County and the State of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the Company and not under duress.

_____
Affiant Signature

Subscribed and sworn to be, a notary public in _____, _____,
                                             (County)   (State)
This _____ day of _____, 20___.

_____   My commission expires: _____
Notary Public

ST. LOUIS COUNTY CHARTER

Section 12.020 NO candidate committee for a person who is a candidate for an elective office authorized by this Charter shall accept a campaign contribution from any person who, or entity that, is competing or submitting an application for any St. Louis County contract beginning ninety (90) days before any solicitation or request for proposals issued and ending ninety (90) days after the corresponding contract has been awarded; if any candidate committee accepts such a prohibited contribution, the person or entity making the offending contribution shall be disqualified from entering into such a contract with St. Louis County and, if any such prohibited contract has been executed, it shall be deemed void.

(General election of 11-6-18)

Attachment 7 Data Security Agreement

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") by and between St. Louis County, Missouri, and
_____, ("Vendor") is entered into on this _____ day of
_____, <u>2025</u> ("Effective Date"). St. Louis County and Vendor are collectively referred
to as the "Parties".

In consideration of the mutual covenants, promises and agreements contained herein, the Parties
hereto agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, including the definitions stated in the
   Recitals, which are incorporated into this Section 1 by reference, capitalized terms have the
   meanings ascribed for purpose of this Agreement:

   1.1. *Access* – The permission, liberty, or ability to enter, approach, communicate with, or pass to and
        from a place, thing, or person.
   1.2. *Authorized Personnel or Agent* – Individuals employed by Vendor to execute this Agreement or
        Service Agreement with St. Louis County
   1.3. *Breach* – A successful attack on computing resources, resulting in penetration of one or more
        secured systems or applications.
   1.4. *Breach Event* – The unauthorized acquisition or unauthorized use of unencrypted data or,
        encrypted electronic data and the confidential process or key that is capable of compromising
        the security, confidentiality, or integrity of St. Louis County data.
   1.5. *Encryption* – The conversion of data into a form not readily understood by unauthorized users
        commonly known as cipher text. Encryption algorithm must be at least 256 bit.
   1.6. *Network* - A system that enables users of telephones or data communications lines to exchange
        information by connecting with each other through (but not limited to), a system of routers,
        servers, and switches.
   1.7. *Personally Identifiable Information* - Any information about an individual including any
        information that can be used to distinguish or to make a determination about a specific aspect
        of an individual's activities or status, such as name, social security number, date and place of
        birth, mother's maiden name, or biometric records; and any other information that is related to
        an individual for which there is a possibility of logical association with other information about
        the individual, such as medical, educational, financial, and employment information.
   1.8. Security Compliance Standard(s) – A set of security features to be provided by a system before
        it can be deemed to be suitable for use in a particular security processing mode, or in accordance
        with a local, state, or federal regulatory law.
   1.9. *Service Agreement* – An agreement between the Vendor and St. Louis County in which the
        Vendor will perform a service for the County.
   1.10. *St. Louis County Data or Data* – St. Louis County information provided to Vendor by St.
        Louis County and represented in a form suitable for processing by an electronic device for the
        execution of this Agreement or Service Agreement with St. Louis County.
   1.11. *Subcontractor* – A contractor who enters a contract with the Vendor exclusively to execute
        this Agreement or Service Agreement with St. Louis County

2. Obligations of Vendor as to St. Louis County data
    2.1. Vendor shall add St. Louis County as an additional insured on their commercial general liability. The Vendor shall not commence work until certificate(s) of insurance and endorsement(s) have been provided to St. Louis County.   Such coverage shall be primary and noncontributory to any insurance or self-insurance the County may have.
    2.2. Vendor shall employ appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of Vendor operations, to protect the confidentiality of St. Louis County data and to prevent the use or disclosure of St. Louis County data in any manner inconsistent with the terms of this Agreement. Vendor covenants that such safeguards shall include but not limited to following
        2.2.1. Safeguards against unauthorized access and re-disclosure - Vendor shall exercise due care to protect all Personally Identifiable Information from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:
            2.2.1.1.   Access to the information provided by St. Louis County will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement and Vendor's insurance contracts, as needed for purposes of reinsurance, as provided by law or any regulatory authority, or to meet the requirements of a valid subpoena or order of a court or other governmental body or other valid legal process.
            2.2.1.2.   Store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

            2.2.1.3.   Ensure St. Louis County Data is encrypted during transmission and at rest. The Encryption algorithm must be at least 256 bit.

            2.2.1.4.   Unless specifically authorized in this Agreement, the Vendor will not store any St. Louis County data on unencrypted portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultra mobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.

            2.2.1.5.   Vendor will protect the information in a manner that prevents unauthorized persons from retrieving Data by means of computer, remote terminal or other means including maintaining compliance with U.S. Privacy and Security Laws, utilizing security vendors and forms of encryption to ensure St. Louis County Data remains protected, and enforcing internal security protocols by conducting regular audits.

            2.2.1.6.   Vendor shall take precautions to ensure that only authorized personnel and agents are allowed Access or Network Access to information containing St. Louis County Data.
            2.2.1.7.   Vendor shall instruct all individuals with access to the Personally Identifiable Information regarding the confidential nature of the information.
            2.2.1.8.   Vendor shall take due care and take reasonable precautions to protect St. Louis County Data from unauthorized physical and electronic access. Both parties will strive to meet or exceed the requirements of this Agreement for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.
        2.2.2. Cloud or Hosted Services

2.2.2.1.　The use of cloud or hosted services for the purposes of this Agreement or Service Agreement will be subject to all applicable terms of this Agreement.

2.2.2.2.　Personal cloud services accounts shall not be used for storage, manipulation, or exchange of St. Louis County data if the services contain personally identifiable information.

2.3. Vendor shall obtain and maintain a Vendor agreement with each Subcontractor that has or will have access to St. Louis County data, which is received from, or created or received by Vendor from of St. Louis County, pursuant to which agreement such Subcontractor agrees to be bound by restrictions, terms, and conditions that are consistent with this Section 2.3. Vendor shall (i) obtain reasonable assurances from the Subcontractor to whom the St. Louis County data is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or by a regulatory authority or court, for purposes of reinsurance, or for the purpose for which it was disclosed and (ii) obligate such Subcontractor to notify Vendor of any instances of which Subcontractor is aware in which the confidentiality of the St. Louis County data has been breached.

2.4. Vendor represents and warrants that from the Effective Date of this Agreement and for so long as it maintains, acquires, discloses, uses, or has access to St Louis County data thereafter, Vendor shall be in compliance with Security Compliance Standards and that it shall notify the St Louis County in writing within a reasonable time period if it is no longer in compliance with such Security Compliance Standard. The Vendor shall also notify St Louis County of any and all high, critical, or similar risks found throughout its regular or special audit processes within 72 hours of discovery.

2.5. Within three (3) days after it is known to Vendor, the Vendor shall notify St. Louis County of any event involving the creation, access, use, or disclosure of St. Louis County data in violation of this Agreement ("Breach Event"). Within ten (10) days after initially notifying St. Louis County, Vendor shall provide to St. Louis County a written report of the Breach Event. The written report of the event shall include the following, to the extent known by Vendor: (i) the nature of the non-permitted or violating creation, access, use, or disclosure; (ii) the St. Louis County data created, accessed, used, or disclosed; (iii) who accessed the St. Louis County data, if known; (iv) what corrective action Vendor took or will take to prevent further non-permitted or violating creation, access, use, or disclosure; and (v) what Vendor did or will do to mitigate harm to victims and to protect against any further improper uses and disclosures.

2.6. Vendor shall permit St. Louis County and other regulatory authorities to audit Vendor's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of St. Louis County data received from, or created or received by Vendor on behalf of, St. Louis County in order to ensure that Vendor is in compliance with the requirements of this Agreement. Before commencing any audit, St. Louis County and Vendor shall agree on the audit process, including but not limited to the scope of the audit and any additional confidentiality and privacy provisions pertaining to the information obtained or disclosed during the audit, including any provisions required by law. St. Louis County shall pay the costs of conducting any such audit. Notwithstanding anything to the contrary, Vendor shall not be required to disclose any information or data in any such audit where such disclosure would violate confidentiality, privacy, or nondisclosure requirements of either federal or state law.

2.7. In the event of a security breach caused by Vendor, Vendor shall indemnify St. Louis County for any legally required, reasonable costs incurred by St. Louis County in resolution of such security breach to the extent arising from Vendor's negligence, willful misconduct, breach of this Agreement, or violation of law. St. Louis County shall submit a written invoice to Vendor to detail the costs incurred or recurring to satisfy the resolution of the breach.

3. Permitted Uses and Disclosures of St. Louis County data by Vendor.

   3.1. Vendor warrants that Vendor, its agents and subcontractors: (i) shall use or disclose St. Louis County data only in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement, as needed for purposes of any reinsurance, as provided by law or any applicable regulatory authority, to meet the requirements of a valid subpoena or order of a court or other governmental body or other valid legal process, or upon the prior written approval of St. Louis County; (ii) shall not use or disclose St. Louis County data other than as permitted or required by this Agreement or required by law; and (iii) shall not use or disclose St. Louis County data in any manner that violates applicable federal and state laws.

   3.2. Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, Vendor may use the information received from St. Louis County, if necessary, for (i) the proper management and administration of Vendor; or (ii) to carry out the legal responsibilities of Vendor.

   3.3. Vendor acknowledges that, as between Vendor and St. Louis County, all St. Louis County data shall be and remain the sole property of St. Louis County, including any and all forms thereof developed by this Agreement in the course of its fulfilment of its obligations pursuant to the Agreement and Service Agreement.

   3.4. Vendor further represents that, to the extent Vendor requests that St. Louis County disclose St. Louis County data to Vendor, such a request is for only the minimum necessary St. Louis County data for the accomplishment of the Vendor's purpose.

4. Obligations of St. Louis County

   4.1. St. Louis County shall notify Vendor of any changes in, or revocation of, permission by Authorized Personnel or Agent to use or disclose St. Louis County data, to the extent that such changes may affect Vendor's use or disclosure of St. Louis County data.

   4.2. St. Louis County shall notify Vendor of any restriction to the use or disclosure of St. Louis County data that the Vendor has agreed to in accordance with this Agreement and Service Agreement, to the extent that such restriction may affect Vendor's use or disclosure of St. Louis County data.

   4.3. The provisions of this Section shall survive the termination of this Agreement.

5. Term and Termination

   5.1. This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service Agreement and when all St. Louis County data provided by either party to the other, or created or received by Vendor on behalf of St. Louis County is, in accordance with subparagraph (b) of this Section, destroyed or returned to St. Louis County or, if it is not feasible to return or destroy St. Louis County data, protections are extended to such information, in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, Vendor shall be allowed to keep copies of any records, information, or St. Louis County data for purposes of defending its work product, or as may be required by law or Vendor's corporate record retention policies.

   5.2. Termination for Cause

      5.2.1. Where either Party has knowledge of a material breach by the other Party, or cure is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within thirty (30) business days of the breaching Party's receipt of notice from the non-breaching Party of said breach, the non-breaching Party may terminate this Agreement.

      5.2.2. In the event that ether Party has knowledge of a material breach of this Agreement by the other Party, and cure is not possible, the non-breaching Party may terminate the

portion of the Service Agreement that is affected by the breach. When neither cure nor termination is feasible, the non-breaching Party shall report the violation to St Louis County.

    5.2.3. Effect of Termination. Upon termination of this Agreement for any reason, Vendor shall, except as otherwise provided in this Agreement:

        5.2.3.1. if feasible, return or destroy all St. Louis County data received from, St. Louis County that Vendor or any of its subcontractors and agents still maintain in any form; or

        5.2.3.2. if Vendor determines that such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the St. Louis County data infeasible, in which case Vendor's obligations under this Section shall survive the termination of this Agreement.

6. Miscellaneous

    6.1. Amendment. If any of the requirements promulgated under this Agreement are interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such interpretations.

    6.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

    6.3. Notices. All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party.

St. Louis County Board of Elections
725 Northwest Plaza Drive
St. Ann, MO 63074
Attn: RFP

If to Vendor:

_____
_____
_____
_____

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

	Vendor: _____
	By: _____
	Print: _____
	Title: _____
	Date: _____

STATE OF **MISSOURI**   )
)SS
COUNTY OF   **SAINT LOUIS COUNTY**   )

On this   , before me appeared _____, to me personally
known, who being by me duly sworn, did say that he/she is _____, and
that the above Agreement was signed on behalf of said corporation, by authority of its Board of
Directors and said President acknowledged said Contract to be the free act and deed of said
Corporation.

     IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the
County and State aforesaid, the day and year above written.

_____

Notary Public
My Commission Expires:

ST. LOUIS COUNTY, MISSOURI

_____
Chairman, Board of Election Commissioners