Title: Recorder of Deeds Land and Vitals Software

Dept: Recorder of Deeds

Contact Person: Mary Dempsey
Ext.: 7511

Description (service, justification and use):

The Recorder of Deeds requests a new Land and Vitals software due to the current software's age (15 years) and the ability to secure a working upgrade with the current vendor.

By purchasing a new Land and Vitals software the Recorder of Deeds will increase productivity and improve on processes for recording documents by eliminating steps through automation, shorten turnaround time on returned mailed documents, increase inter-department communication by eliminating duplicate data entry efforts, provide intuitive record search ability for the citizens and title researchers, and include a mobile-friendly marriage license application.

<table>
<thead>
<tr>
<th>Overall Cost</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Cost</td>
<td>$148,000.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Annual Hosting Fee</td>
<td>$48,000.00</td>
<td>$49,600.00</td>
<td>$51,200.00</td>
<td>$52,800.00</td>
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<tr>
<td>Software support</td>
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<td>$45,000.00</td>
<td>$45,000.00</td>
<td>$45,000.00</td>
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<tr>
<td>Total</td>
<td>$241,000.00</td>
<td>$94,600.00</td>
<td>$96,200.00</td>
<td>$97,800.00</td>
</tr>
</tbody>
</table>

4 Year Total $529,600.00

Award to: Fidlar Technologies
Location: 350 Research Parkway Davenport, Iowa 52806

Was the vendor pre-qualified? Yes ☐ No ☐

Total negotiated price: $529,600.00 Contract term: 1 year from go-live date with 1 additional 3 year renewals.

Price break-down (if applicable): See above

Proposal opening held on: 1/17/2020 Opened by: Finance Department

Account number to be charged for purchase: 2249800-43100

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL  RFP/RFQ #: 20-035

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: Aumentum Technologies  Location: Portage, MI

Vendor: Cott Systems  Location: Columbus, OH

Vendor: Document Technology Systems  Location: Cuyahoga Falls, OH

Vendor: Fidlar  Location: Davenport, IA

Vendor: Granicus  Location: Herndon, VA

Vendor: Pioneer Technology Group  Location: Sanford, FL

Vendor: Tyler Technologies  Location: Moraine, OH

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature  04/27/2020

Date

Approval or Concurrence of Director of Finance

Date

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature  

Date  

2
ST. CHARLES COUNTY
INFORMATION SYSTEMS RECORDER OF DEEDS LAND AND VITALS SOFTWARE SERVICES RESULTING AGREEMENT

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

WITNESSETH:

WHEREAS, the County issued RFP #20-035 seeking proposals from qualified IT service providers to provide the County with Recorder of Deeds Land and Vitals Software Services and the “Contractor/Consultant” responded to the RFP #20-035 by submitting its Proposal; and

WHEREAS, the County accepted the “Consultant’s” Proposal and selected the “Consultant” to provide the County with Recorder of Deeds Land and Vitals Software Services; and

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

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

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for Recorder of Deeds Land and Vitals Software Services.

(B) The specific services to be provided by the “Consultant” are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, which is also referenced in RFP #20-035.

(C) Components of the Agreement: The Agreement between the County and the “Consultant” is comprised of and includes all the following documents: (a) RFP # 20-035 issued by the County, including any addenda (collectively referred to as “RFP”); (b) the “Consultant’s” proposal in response to the RFP (hereinafter, “Proposal”); (c) this Recorder of Deeds Land and Vitals Software Services Resulting Agreement (hereinafter, “Services Agreement”), including all Exhibits, Schedules and Attachments, either attached to or incorporated into this Services Agreement by reference; and (d) any changes to, amendments, modifications or supplementals of the Services Agreement in reverse chronological order.

1. Order of Interpretation: If there is a conflict, inconsistency or a discrepancy among and between the terms in the various documents that are part of the Services Agreement, the following order of interpretation shall apply:
A. The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal;

B. The terms set forth in the Services Agreement will prevail over a conflicting or inconsistent term between the RFP and the Services Agreement.

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

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

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

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

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

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

(5) CONTRACT PERIOD: The Contract Period for the performance of the services described in this RFP shall commence on or before May 2020. It is expected that go live will be on or before September 1, 2020 and that all system installation and implementation work will be completed by December 2020. Once implemented the system shall operate through an annual license, starting on the go live date and ending one year from that date. The “Consultant” shall
perform any and/or all services listed herein as accepted by the County for the entire duration of
the Contract Period on the pricing terms stated herein.

(6) **RENEWAL OPTION:** The County has the right, in its discretion, to renew this
Agreement for up to One (1) additional three-year term from the anniversary of the go live date
through the consecutive three years following the one year anniversary of the go live date, or any
portion thereof ("Renewal Period"). Should the County decide to exercise its right to renew the
Agreement, the parties agree as follows:

(A) **Services and Fees:** Upon receiving notice of the County’s intent to renew the
Agreement, Consultant agrees to provide a new Quotation ("Renewal Quotation") to the County of
the total cost of the services for the Renewal Period based on the estimated levels anticipated to be
used and provided by the County at the same unit prices as in this Agreement. Upon acceptance
and approval of the Renewal Quotation by the County, it shall serve as the governing pricing for
the services to be provided during the Renewal Period, while this Agreement with all other
documents incorporated hereunder, shall provide the terms and conditions governing the parties’
relationship during the Renewal Period.

(B) **Maximum Fees:** The County currently estimates the total of the cost for the
anticipated level of services during the Renewal Period at Two Hundred Eighty-Eight Thousand
Six Hundred dollars ($288,600). The parties agree that in no event shall the total price of all services
under the Original Period and Renewal Period exceed the total of Five Hundred Twenty-Nine
Thousand and Six Hundred dollars ($529,600).

(C) **Adjustment in Services and Fees:** At any time during the Original Period,
should the level of the services utilized to-date within the Original Period exceed the anticipated
amounts stated herein and the County makes the decision to renew the Agreement, the overages in
the amounts of services utilized during the Original Period shall carry over onto the Renewal Period
and shall be covered by the funds budgeted for the Renewal Period. Should the level of services
utilized under the Original and Renewal Periods reach levels that would cost in excess of the
maximum cap stated herein of Five Hundred Twenty-Nine Thousand and Six Hundred dollars
($529,600), a supplemental agreement will be negotiated and executed prior to Consultant
performing the services beyond the maximum service levels anticipated herein, or incurring any
additional cost therefor.

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

(8) **CONTRACTOR / CONSULTANT RESPONSIBILITIES:** The Consultant’s
responsibilities are listed in Exhibit IV – “Consultant’s Responsibilities” attached hereto and made
part of this Agreement.

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

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

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

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

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

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

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

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

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

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

County’s exclusive remedy against “Consultant” for the above indemnification under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Contractor’s option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

(20) **INSURANCE:** The “Consultant” must maintain at all times during the Contract Period, and all subsequent Renewals as applicable, and provide copies of certificates of insurance documenting, the following coverages:
A. **Worker's Compensation and Employer's Liability:** Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

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

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

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

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

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

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

(22) **COUNTY’S RIGHT TO TERMINATE FOR CONVENIENCE:** The County may, for any reason or for its convenience, terminate the Services Agreement, in whole or in part, by issuing a written notice of termination to the “Consultant”, which states the effective date of the termination.
(23) **EXAMINATION OF RECORDS:** The “Consultant’s” records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The “Consultant” must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the “Consultant” is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the “Consultant's” operations, obtained during audits, will be kept confidential. The “Consultant” will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

(24) **LIST OF EXHIBITS:** The following is the list of all Exhibits that are attached hereto and made a part of this Agreement.

- EXHIBIT I – Scope of Services / Scope of Work
- EXHIBIT II – Fees / Pricing Page
- EXHIBIT III – County Responsibilities
- EXHIBIT IV – Consultant Responsibilities
- EXHIBIT V – Assumptions
- EXHIBIT VI – Change Control Process
- EXHIBIT VII – Remote Access Products Community Service Products
- EXHIBIT VIII – Bastion Service License Agreement
- EXHIBIT IX – Service Level Agreement

[Remainder of This Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Parties have entered into this Services Agreement on the date last written below.

Executed by Consultant the _____ day of _____________, 2020.

Executed by the County the _____ day of _____________, 2020.

FIDLAR TECHNOLOGIES, INC.                      ST. CHARLES COUNTY, MISSOURI

Signature: ____________________________          Signature: ____________________________

Printed Name: Adam Watkins                  Printed Name: ____________________________

Title: Vice President                         Title: ____________________________

ATTEST: ____________________________          ATTEST: ____________________________

Signature: Diana Grabee                     Signature: ____________________________

Printed Name: Diana Grabee                  Printed Name: ____________________________

Title: Marketing Coordinator                Title: ____________________________

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

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

__________________________________________
Director of Finance

__________________________________________
Date 
Exhibit I  
Scope of Services / Scope of Work

A. The start of the scope is subject to modification based on actual contract signing date and the County and Fidlar’s ability to implement and train various milestones virtually if/when deemed necessary. The County and Fidlar will make every reasonable effort to facilitate physical visits as documented in the scope of work.

B. In the event that the initial Workflow Visit or the Workflow Deliverable Presentation cannot be facilitated at the County office, Fidlar will credit the County $500/per visit. The total credit shall not exceed $1,000 and will be credited towards the Implementation Fees.

C. Any changes to the dates on the task list must be agreed to by both the County and Fidlar prior to any change.

<table>
<thead>
<tr>
<th>TASK</th>
<th>TARGET START</th>
<th>TARGET END</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gather team of Installer and Conversionist - Tom Poston, ITS &amp; Jeff Wheeler, ETL</td>
<td>4/1/20</td>
<td>4/1/20</td>
</tr>
<tr>
<td>Hold Internal Contract Timeline Meeting</td>
<td>4/27/20</td>
<td>4/27/20</td>
</tr>
<tr>
<td>Schedule Initial Call with Team &amp; County</td>
<td>5/13/20</td>
<td>5/13/20</td>
</tr>
<tr>
<td>Prepare Bastion Environment for AVID/Apex Systems</td>
<td>4/27/20</td>
<td>5/13/20</td>
</tr>
<tr>
<td>Set up Test Avid/Apex Environment</td>
<td>5/13/20</td>
<td>5/15/20</td>
</tr>
<tr>
<td>Schedule Workflow Visit with County - TBD In-Person or Multiple Virtual Connections</td>
<td>5/18/20</td>
<td>5/18/20</td>
</tr>
<tr>
<td>Meet your Team</td>
<td></td>
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<tr>
<td>Initial Call with County - PM, ITS, ETL, PRM, TM</td>
<td>5/18/20</td>
<td>5/18/20</td>
</tr>
<tr>
<td>Follow-Up Email Sent with Initial Call Recap</td>
<td>5/18/20</td>
<td>5/18/20</td>
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<tr>
<td>Data Preparation</td>
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<tr>
<td>Initial Data Received from County</td>
<td>5/13/20</td>
<td>5/29/20</td>
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<tr>
<td>Initial Review/Conversion of Data</td>
<td>6/1/20</td>
<td>6/30/20</td>
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<tr>
<td>Second Call with County - Data Discovery Discussion</td>
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<td>6/10/20</td>
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<tr>
<td>Initial Conversion Complete - Deliverable Prepared</td>
<td>6/30/20</td>
<td></td>
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<tr>
<td>Third Call with County - Data Clean-up Discussions and WHY</td>
<td></td>
<td></td>
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<tr>
<td>Complete Customer List Clean-up</td>
<td>6/30/20</td>
<td></td>
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<tr>
<td>Complete Document Type List Clean-up</td>
<td>6/30/20</td>
<td></td>
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<tr>
<td>Complete Subdivision List Clean-up</td>
<td>6/30/20</td>
<td></td>
</tr>
<tr>
<td>Complete Parcel List Clean-up (based on source data for PINtegrity)</td>
<td>6/30/20</td>
<td></td>
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<tr>
<td>Prepare Subdivision Utility</td>
<td>6/30/20</td>
<td></td>
</tr>
<tr>
<td>Fidlar Product Launches - Pre AVID/Apex Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Launch of Tapestry Online Record Search Offering</td>
<td>7/1/20</td>
<td></td>
</tr>
<tr>
<td>Launch of Laredo Internal Search to County</td>
<td>8/1/20</td>
<td></td>
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<tr>
<td>Launch of PFA (Property Fraud Alert) from Fidlar Environment</td>
<td>8/1/20</td>
<td></td>
</tr>
<tr>
<td>TASK</td>
<td>TARGET START</td>
<td>TARGET END</td>
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<td>----------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Workflow Visit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workflow Pre-Visit Phone Call with County - C &amp; C, County</td>
<td>6/1/20</td>
<td>6/1/20</td>
</tr>
<tr>
<td>Send Workflow Prep Materials to County - AVID/Apex</td>
<td>6/1/20</td>
<td>6/1/20</td>
</tr>
<tr>
<td>Prepare Workflow Materials</td>
<td>6/1/20</td>
<td>6/1/20</td>
</tr>
<tr>
<td>Visit county for Workflow</td>
<td>6/10/20</td>
<td>6/12/20</td>
</tr>
<tr>
<td>Identify Monarch for Microfilm Process Plans - Archivist Work</td>
<td>6/10/20</td>
<td>6/12/20</td>
</tr>
<tr>
<td>Finalize training/LIVE dates - Est. Sept. 1, 2020</td>
<td>6/12/20</td>
<td>6/12/20</td>
</tr>
<tr>
<td>Schedule Workflow Deliverable Presentation Visit</td>
<td>6/12/20</td>
<td>6/12/20</td>
</tr>
<tr>
<td>Complete AVID/Apex Workflow Deliverables</td>
<td>6/13/20</td>
<td>6/19/20</td>
</tr>
<tr>
<td>Verify Equipment Needs and Confirm with IT Rep for Ordering</td>
<td>6/12/20</td>
<td>6/17/20</td>
</tr>
<tr>
<td><strong>Workflow Presentation</strong></td>
<td></td>
<td></td>
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<tr>
<td>Workflow Deliverable Presentation with County at County Office</td>
<td>6/23/20</td>
<td>6/23/20</td>
</tr>
<tr>
<td>Discuss Questions, Comments, Concerns after Presentation</td>
<td>6/23/20</td>
<td>6/23/20</td>
</tr>
<tr>
<td>Return to Fidlar for System Configurations and Testing</td>
<td>6/24/20</td>
<td>8/7/20</td>
</tr>
<tr>
<td><strong>Software Configuration &amp; Installation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configuration of AVID/Apex Systems</td>
<td>6/24/20</td>
<td>7/15/20</td>
</tr>
<tr>
<td>Testing of AVID/Apex Systems</td>
<td>7/15/20</td>
<td>8/7/20</td>
</tr>
<tr>
<td>Completion of Subdivision Utility</td>
<td>6/24/20</td>
<td>8/7/20</td>
</tr>
<tr>
<td>Fidlar Installation Tech work with County to setup workstations</td>
<td>8/10/20</td>
<td>8/14/20</td>
</tr>
<tr>
<td>Completion of Training Document Deliverables - AVID/Apex Format Sheets</td>
<td>8/3/20</td>
<td>8/7/20</td>
</tr>
<tr>
<td>Finalize Training Schedule and Get County Official Approval</td>
<td>8/12/20</td>
<td>8/14/20</td>
</tr>
<tr>
<td><strong>On-Site Training - 3 Weeks</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workflow Presentation Brief Review</td>
<td>8/10/20</td>
<td>8/10/20</td>
</tr>
<tr>
<td>Conduct Training According to Approved Schedule - AVID/Apex</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Training on AVID - Land Record Software</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Training on APEX - Vital Record Software</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Training on Parcel Management - Land Record Legal Index Leg Software</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Training on Laredo - Internal/External Access Search Product</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Test &amp; Train on Monarch - Used to Stream Images into Program for Archivist Work</td>
<td>8/10/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Pre-LIVE Week Work Discussion - Checklist Provided to County</td>
<td>8/28/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Hand off database to Fidlar ITS/ETL for LIVE week setup</td>
<td>8/28/20</td>
<td>8/28/20</td>
</tr>
<tr>
<td>Convert over final Escrow and Charge balances from current system to AVID/Apex</td>
<td>8/31/20</td>
<td>8/31/20</td>
</tr>
<tr>
<td>TASK</td>
<td>TARGET START</td>
<td>TARGET END</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>On-Site LIVE Week Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Export of County Data Provided to Fidlar for Gap Conversion</td>
<td>8/31/20</td>
<td>8/31/20</td>
</tr>
<tr>
<td>Gap Conversion of Land Record and Vital Record Data Completed</td>
<td>8/31/20</td>
<td>9/14/20</td>
</tr>
<tr>
<td>Record first document in AVID Land Record System - Start to Finish</td>
<td>9/1/20</td>
<td>9/1/20</td>
</tr>
<tr>
<td>Turn on eRecording, if applicable</td>
<td>9/1/20</td>
<td>9/4/20</td>
</tr>
<tr>
<td>Perform first Monarch Stream of Images for Archivists Work</td>
<td>9/2/20</td>
<td>9/4/20</td>
</tr>
<tr>
<td>Complete Daily work in AVID/Apex</td>
<td>9/1/20</td>
<td>9/4/20</td>
</tr>
<tr>
<td>Balance at End of Each Day</td>
<td>9/1/20</td>
<td>9/4/20</td>
</tr>
<tr>
<td>Provide on-site support for county during LIVE Week - All Fidlar</td>
<td>9/1/20</td>
<td>9/4/20</td>
</tr>
<tr>
<td>Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discuss Post Final Conversion Clean-up Opportunities</td>
<td>10/2/20</td>
<td>10/2/20</td>
</tr>
<tr>
<td><strong>Continual Post-LIVE Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide direct contact post-LIVE support for as long as necessary</td>
<td>9/7/20</td>
<td></td>
</tr>
<tr>
<td>Schedule 4th follow-up visit to county for first month end balancing</td>
<td>10/1/20</td>
<td>10/3/20</td>
</tr>
<tr>
<td>Train on ancillary products on 4th visit - Anchor, IRIS, Swift</td>
<td>10/1/20</td>
<td>10/3/20</td>
</tr>
<tr>
<td>When C &amp; C deem county ready, discuss transition to Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule formal handoff call with County and Fidlar Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete formal handoff call with County and Fidlar Support Team</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit II
**Fees / Pricing Page**

<table>
<thead>
<tr>
<th>Fidlar Technologies Product/Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LifeCycle Software Subscription</strong></td>
<td></td>
</tr>
<tr>
<td>AVID Land Records Software</td>
<td>Included</td>
</tr>
<tr>
<td>APEX Integrated Marriage License Software</td>
<td>Included</td>
</tr>
<tr>
<td>eRecording</td>
<td>Included</td>
</tr>
<tr>
<td>SSN Redaction</td>
<td>Included</td>
</tr>
<tr>
<td>Assisted Indexing (INSPECT)</td>
<td>Included</td>
</tr>
<tr>
<td>Scheduled Reporting</td>
<td>Included</td>
</tr>
<tr>
<td>Public Workstation Searching</td>
<td>Included</td>
</tr>
<tr>
<td>Iris</td>
<td>Included</td>
</tr>
<tr>
<td>Anchor</td>
<td>Included</td>
</tr>
<tr>
<td>Swift</td>
<td>Included</td>
</tr>
<tr>
<td>PINtegrity</td>
<td>Included</td>
</tr>
<tr>
<td>Future LifeCycle Software Modules</td>
<td>Included</td>
</tr>
</tbody>
</table>

| **Software Maintenance & Support**              |      |
| Unlimited Support / Annual Maintenance          | Included |
| System Upgrades / Regulatory Updates            | Included |

| **Remote Access Software**                      |      |
| Laredo                                           | Included |
| Tapestry                                        | Included ($50,000) |
| Monarch                                         | Included |

| **Community Outreach Products**                 |      |
| Property Fraud Alert                            | Included |
| Honor Rewards                                   | Included |

| **Implementation**                              | $148,000 / One-Time |
| PINtegrity Data Conversion                      | $15,000 |
| Land and Vital Record Data/Image Conversion    | $30,000 |
| Project Management, Installation, Testing, & Training | $105,000 |

| **Workstation Hardware**                        | Not Included |
| **Lead Tools OCR Advantage V18 Server License** | Included |
| **Bastion Hosting Service (optional full hosted solution)** | $48,000 / Annual |

| **TOTALS**                                       | $95,000 / Annual Lifecycle |
|                                                  | Less $50,000 Tapestry revenue that Fidlar will guarantee annually |
|                                                  | Net Lifecycle amount of |
|                                                  | $45,000 / Annual |
|                                                  | $148,000 / One-time Implementation |

---

1 Tapestry is a remote access website that reaches a national audience. Fidlar offers this exclusive website with over 250 county partners. Nothing else like this exists in the market and serves two very important market segments: the infrequent searcher who does minimal searches within a County and can’t afford higher priced subscription plans and the big business searcher that relishes
in the fact that they can get access to so many counties in one spot. Fidlar will guarantee St. Charles County $50,000 of annual revenue generated from Tapestry. This guarantee is contingent upon the county not offering a free alternative search product or future legislative changes that may impact the functionality of Tapestry. 

2 The $6,000 annual maintenance fee that St. Charles County pays for Property Fraud Alert would no longer be invoiced. PFA would be an included service with the LifeCycle Software Subscription.

3Pricing is based on the County’s current storage of 1,268 TB. The annual fee increases $1,600 per year for every 50 GB of storage.

**Original Period Costs**

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Fee</td>
<td>$148,000.00</td>
</tr>
<tr>
<td>LifeCycle Fee***</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>First year Hosting, (expected 9/1/20-9/1/21)</td>
<td>$48,000.00</td>
</tr>
</tbody>
</table>

**Renewal Period Costs**

<table>
<thead>
<tr>
<th>Renewal Period</th>
<th>Hosting Fee*</th>
<th>Lifecycle Fee**</th>
<th>Hosting &amp; Lifecycle Fee (Annual Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2</td>
<td>$49,600.00</td>
<td>$45,000.00</td>
<td>$94,600.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>$51,200.00</td>
<td>$45,000.00</td>
<td>$96,200.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>$52,800.00</td>
<td>$45,000.00</td>
<td>$97,800.00</td>
</tr>
</tbody>
</table>

**Estimated Totals**

- Hosting Fee*: $153,600.00
- Lifecycle Fee**: $135,000.00
- Hosting & Lifecycle Fee (Annual Cost): $288,600.00

**Original Period Total Cost**: $241,000.00

**Estimated Renewal Period Total Cost**: $288,600.00

**Estimated Renewal and Original Period Total Costs**: $529,600.00

*Based on historical growth SCC expects hosted fee to increase by no more than 50GB/$1600 annually

**Fidlar will guarantee $50,000 of revenue from Tapestry which reduces the LifeCycle Fee to $45,000**

---

**Payment Milestones**
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Total Maximum Implementation Fee</th>
<th>Annual Lifecycle Fee</th>
<th>Bastion Hosting Cost</th>
<th>Payment Upon Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Contract Signing</td>
<td>5% of $148,000 Implementation Fee</td>
<td></td>
<td></td>
<td>$7,400.00</td>
</tr>
<tr>
<td>After 1st Workflow Visit</td>
<td>20% of $148,000 Implementation Fee</td>
<td></td>
<td></td>
<td>$29,600.00</td>
</tr>
<tr>
<td>Upon Conversion Completion</td>
<td>25% of $148,000 Implementation Fee</td>
<td></td>
<td></td>
<td>$37,000.00</td>
</tr>
<tr>
<td>Go-Live</td>
<td>35% of $148,000 Implementation Fee</td>
<td>100% of $45,000 Annual Lifecycle Fee ($95,000 Minus Guaranteed Tapestry Revenue of $50,000)</td>
<td>100% of $48,000 (Annual Cost of 1st Annual Bastion Hosting Cost)</td>
<td>$144,800.00</td>
</tr>
<tr>
<td>Resolution of Any Outstanding Issues Post Go-Live</td>
<td>15% of $148,000 Implementation Fee</td>
<td></td>
<td></td>
<td>$22,200.00</td>
</tr>
</tbody>
</table>

Total $241,000.00
Exhibit III
County Responsibilities

(1) Provide access to current database and image repositories; and

(2) Purchase any required peripherals; and

(3) Coordinate installation of Windows 10 to existing PC’s.

(4) Provide access to County staff and management as needed to resolve project issues; and

(5) Provide access to individuals within the County staff who have the domain and system expertise needed to facilitate the completion of the project on schedule; and

(6) Provide access to individuals within the County staff who have sufficient expertise in the use and operation of the systems and applications within the scope of the project, as needed to stay on schedule; and

(7) Provide access to the County’s worksite as necessary. Note that this may include access after the normal daytime close of business and potentially on weekends or holidays; and

(8) Provide office space, workstations, and appropriate software for use by the Successful Offeror; and

(9) Provide access without charge to the Internet (if appropriate) and to email facilities for Successful Offeror personnel working on-site at County locations, which will be used in the support of project and administrative duties. The Successful Offeror shall abide by all County guidelines and policies concerning the use of the Internet; and

(10) Provide timely maintenance of hardware and network facilities at all times when project work is scheduled; and

(11) Provide access to current systems, applications, and standards documentation for the systems and applications within the scope of the project; and

(12) Provide access to current applications software for the applications within the scope of the project, including process models, data dictionaries, and databases; and

(13) Provide appropriate personnel as representatives of the County at periodic status meetings; and

(14) Provide timely response to action items assigned to County personnel in periodic status meetings.
Exhibit IV
Consultant Responsibilities

(1) Provide access to local “Consultant” management as needed to resolve project issues; and

(2) Provide resources to complete the deliverables outlined in this Agreement. The resources will work on-site to complete the deliverables defined in the *Scope of Services* for this Agreement; and

(3) Maintain a log of issues and risks identified by the members of the project team or by project stakeholders, and report those issues and risks to the County within a week; and

(4) Conduct problem determination and resolution for errors encountered during the period of performance of this Agreement; and

(5) Maintain a log of the problems encountered, and provide timely reporting of any problems that have a potentially significant effect on the project schedule; and

(6) Maintain a log of changes the County has requested against the specifications, work products, or services within the scope of this project; and

(7) Analyze requested changes for estimated impact on project schedule and budget, and provide that analysis to the County within ten (10) calendar days of the receipt of the request, or within a mutually agreed-upon timeframe; and

(8) Conduct periodic meetings with County personnel throughout the project life-cycle to discuss issues, risks, problems, changes, progress, and status; and

(9) Maintain a log of action items raised in the periodic status meetings, and provide that log as requested by the County; and

(10) Provide timely response to action items assigned to the “Contractor/Consultant” in periodic status meetings; and

(11) Complete the tasks and Deliverables enumerated in the *Scope of Services* exhibit to this document.

(12) A summary of the Project Management deliverables are as follows:
- External kick-off call (Deliverable provided via email)
- Any necessary kick-off/discovery calls (Deliverable provided after each via email or however the County prefers)
- Workflow Documentation for County (Items list of things we wish to gather like report copies, document copies, receipts, etc.)
- Workflow Deliverables
  o Fee/Fund Visio
Current workflow Visio
- Proposed Avid workflow Visio
- Workflow Analysis write-up deliverable
  - Report list comparison (system now vs Avid) – balancing purposes

- AVID Training Deliverables
  - Avid Search Help Sheet
  - Avid Entry Help Sheet
  - Prep/Process Hot Keys
  - iNSPECT Hot Keys
  - Avid Mousepad

- APEX Training Deliverables

- Peripheral Product Deliverables
  - Anchor, IRIS, Swift, PFA, Honor Rewards, ORO
    - User guides
    - Hand outs
    - Marketing Materials

- Laredo/Tapestry Deliverables
  - On-Site PRM Training for Staff and End Users
  - Laredo Mousepads
  - Laredo/Tapestry/Laredo Anywhere Marketing Material Handouts
  - Laredo Billing Monthly Procedure
  - Tapestry Admin user guide

- Conversion Deliverable
  - Explanation of data conversion in detail, supported by an Excel spreadsheet with action items

  - COULD INCLUDE, BUT NOT LIMITED TO:
    - Any documents missing images to be addressed
    - Any images with no indexing to be addressed
    - Any invalid legal descriptions indexed to documents
    - Total counts of documents converted and images converted

- Parcel Management/PINtegrity Deliverables
  - % of match success of source data

- Miscellaneous Documentation Deliverables
  - Gantt Chart of Project
  - Meeting/Conversation Notes

    - Action items to address and timeline to address them

(13) **FIDLAR TECHNOLOGIES LIFECYCLE SERVICE AND MAINTENANCE INCLUDES:**
- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion, and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID and any of its modules for the purpose of recording land records documents
• The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land and vital record documents
• Software Maintenance to the currently licensed Fidlar developed Software Products
• Furnishing telephone support relative to the currently licensed Fidlar developed Software Products, either in their original or maintained form
• Providing legislative updates to the Fidlar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
• Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:
• The 3rd party software and hardware necessary to operate AVID or APEX, any related modules, or any future Fidlar developed product for the purpose of recording land and vital record documents
• The installation, maintenance, or support of 3rd party software and hardware now or in the future
• Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
• Any form of ownership or perpetual license to Fidlar developed software products
• Any custom development for special requests from the County
• Any needed or requested training except as stated in the above section
• Use of Fidlar developed remote access products except as outlined in Schedule D of this contract
• Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
• Support to new or existing Fidlar Technologies Products not covered by this contract
• Operating System versions or their support or installation
• Database Management System versions or their support or installation
• Diagnosis or correction of problems caused by operator negligence
• Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
• Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
• Conversion costs for changes to database structure, if needed, outside of the initial implementation of AVID and APEX software.

EFFECTIVE DATE:
LifeCycle maintenance coverage is effective from the date of contract signing through the term of the contract.
BASIC MATERIALS:
Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the County by Fidlar. The County is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:
The County agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the County. The County further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The County specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.
Exhibit V
Assumptions

(1) Office space and facilities will be available for “Consultant” personnel at the scheduled start of work; and

(2) All software required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will have current support licenses sufficient for the analysis and resolution of errors within that software. “Consultant” personnel with responsibility to correct or work around errors within the software will have access to problem resolution support from the software vendor. In such an event, the County will have discretion to limit the “Consultant's” access to the County's facilities; and

(3) All hardware and network facilities required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will operate without detectable error during the project, or will be repaired or replaced in a timely enough manner to allow the continuation of project work without significant schedule delays; and

(4) Resources may be staffed for more than 40 hours a week to perform this level of support given the number of staff and the quantity of tasks to be performed in each month; and

(5) Any requests of personnel to perform tasks outside the scope of normal maintenance will be subject to change control. Any such task request will be reported to the County for determination of how additional items will be performed; and

(6) Any resource that leaves the project will be replaced by the “Consultant” or change control will be used to resolve the reallocation of resources and possible time and cost issues that might result. County should be provided resume of proposed staff replacement by Consultant. County reserves the right to request new resource support in case of issues or conflicts that may arise.; and

(7) Requests for an increased level of service under this Agreement will require evaluation by the County to determine if change control is required for this Agreement.
Exhibit VI
Change Control Process

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

(A) The County submits a written change request to the “Consultant” to state the requirements of the request; and

(B) The “Consultant” analyzes the cost and schedule impact of implementing the change and submits the estimates to the County for review. The estimates will include, at minimum:
   i. An overview of the work necessary to implement the change; and
   ii. The estimated cost basis of resource hours and cost required to do the requested work, including additional travel expenses, if any; and
   iii. The forecast effect that implementing the change will have on the project schedule.

(C) The County and “Consultant” will meet to discuss and prioritize outstanding change requests and to approve plans and costs for change implementation.

(D) The “Consultant”, working with the County, updates the current project plan and SOW to reflect the proposed changes.

(E) The County approves the revised project plan and SOW.

(F) The project team members implement the approved changes.
EXHIBIT VII
Remote Access Products
Community Service Products

REMOTE ACCESS

LAREDO

Fidlar Technologies’ Laredo software is designed to allow remote access to the County’s recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for County’s customers and subsequent access are exclusively granted by County (access may be terminated by Fidlar should the end-user agreement be breached). After County issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar’s website, www.fidlar.com/laredo.

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice County a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

<table>
<thead>
<tr>
<th>Per-Minute Plans</th>
<th>Fidlar License Fee to County per UserID Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-250 minutes</td>
<td>$50/mo and 0.11 per minute overage</td>
</tr>
<tr>
<td>251-500 minutes</td>
<td>$71/mo and 0.0825 per minute overage</td>
</tr>
<tr>
<td>501-1000 minutes</td>
<td>$93/mo and 0.066 per minute overage</td>
</tr>
<tr>
<td>1001-2000 minutes</td>
<td>$113/mo and 0.055 per minute overage</td>
</tr>
<tr>
<td>2001 and up</td>
<td>$126/mo</td>
</tr>
</tbody>
</table>

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.
END USER FEES

The County understands that it is empowered to charge fees to end users pursuant to Missouri Code section 59.310 and other applicable law and hereby assigns to Fidlar the above portions of end user fees as an actual cost to the County during the term of this Agreement.

The County understands that end-user access fees for Laredo are set by the county.

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TAPESTRY

The County has the option to participate in Fidlar’s Tapestry General Public Access System by permitting their information to be made available through the Fidlar Technologies Tapestry website (www.landrecords.net). The County understands that Tapestry is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The County understands that Fidlar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidlar will provide a credit to the County based on the parameters below.

**TAPESTRY PRICING:**

Fidlar agrees to pay County:

- $2.75 per Tapestry search transaction
- $0.50 per document image printed
- $4.98 per Print Results

The County understands that access fees for Tapestry are set by Fidlar. Fidlar will notify County at least 30 days in advance before such fees are changed.

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MONARCH

Fidlar Technologies’ Monarch software is designed to allow land record’s data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidlar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.
Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

<table>
<thead>
<tr>
<th>Fidlar License Fee to County per User Subscription</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present Day Images</td>
<td>$0.03</td>
</tr>
<tr>
<td>Present Day Data</td>
<td>$0.03</td>
</tr>
<tr>
<td>Historic Images</td>
<td>$0.03</td>
</tr>
<tr>
<td>Historic Data</td>
<td>$0.03</td>
</tr>
<tr>
<td>On Demand Images/Data</td>
<td>Refer to Tapestry pricing</td>
</tr>
</tbody>
</table>

Security Options
- How many days will the information be delayed: 3
- Images will be watermarked w/ text (if Y see *below): Y

* "Licensed to "SUBSCRIBER NAME" and not for sublicense, relicense or any other bulk transfer."

OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at County’s discretion), accept payment, and validate requestor identity.

ORO PRICING:

County determines base pricing for each document type made available via ORO. Fidlar will charge the ORO website visitor a convenience fee of $10.00/certificate order (includes copies).

At the end of each calendar month, Fidlar will provide a credit to the County’s account for $2.50/per convenience fee charged.

County agrees to put a link to www.officialrecordsonline.com from their web site for the online ordering of these document types.
COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidlar’s Property Fraud Alert (PFA) service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in County’s office. The intent is to offer subscribers the ability to have their name/business name monitored within the County’s office in order to track possible fraudulent activity. PFA subscribers must sign up for the PFA service via the PFA website, www.propertyfraudalert.com. Subscribers will ONLY be notified by the PFA service when the name they have submitted matches any names that have been indexed from documents recorded within the County’s office.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the PFA hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

HONOR REWARDS DESCRIPTION:

Fidlar’s Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. County is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar’s Honor Rewards program includes:

- Creation and maintenance of your county’s page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is County’s responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT
By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset regular Fidlar Invoices (LifeCycle, CountyCare, Bastion, Information Replication, Laredo Bills, etc). Should you choose this option, a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Please list the types of recurring invoices you would like to use your remote access revenue on:

St. Charles County agrees to use their Tapestry earned revenues to pay for a portion of their LifeCycle Software subscription. The Tapestry revenue that will be used as payment to Fidlar, should not exceed $50,000. In the event that County Tapestry revenues exceed $50,000 upon the County’s anniversary year, Fidlar will return any remaining revenue to the County via the method noted in this Schedule D.

Any remaining revenue on account after your Fidlar Invoice has been paid will be returned to you via Check/ACH.

If you choose to receive remote access revenue via ACH, please fill in the necessary ACH Details:

Routing Number: ___________________________ Account Number: ___________________________

Please provide the email address of the person you would like to receive the ACH deposit notifications:
St. Charles County, Missouri
Bastion Service License Agreement

Al Vital
March 18, 2020
BASTION SERVICE LICENSE AGREEMENT
(Ver. 1.9)

1. DEFINITIONS
(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County’s real estate records using another Fidar software program, and the electronic delivery of such electronic copy to a location separate from County’s offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

2. GRANT OF LICENSE
Subject to the payment of the license fees to Fidar as provided herein, Fidar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

3. DELIVERY, INSTALLATION AND USE
County shall use the Software in connection with its governmental operations. Fidar will deliver the Software to County and install the Software at County’s location listed above, hereeto. County and its permitted assignees may install and use the Software in any new location if it moves to a different location. Fidar will use its best efforts to correct any problems of which it is notified by County within 30 days of completion of installation, testing, and training. County is exclusively responsible for the supervision, management, and control of its use of the Software.

4. OWNERSHIP, REPRODUCTION AND DISCLOSURE
(a) The Software is licensed, not sold and remains the property of Fidar. County obtains no rights other than those granted under this Agreement. County shall not reverse engineer, disassemble or decompile the Software.
5. TERMINATION OF LICENSE
(a) The term of this license shall continue in perpetuity provided, that either party may terminate the license if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party. Nothing in this sub-section 5a) is intended to preclude Fidlar from seeking immediate appropriate injunctive relief in the event of any violation of Fidlar’s intellectual property rights.

(b) Upon termination of the license, County shall immediately cease use of the Software and shall, within thirty (30) days following termination, return the original Software and all copies thereof, or with Fidlar’s written consent, destroy the original Software and associated documentation and certify in writing to Fidlar that all copies of the Software and documentation have been destroyed.

6. WARRANTY, WARRANTY DISCLAIMER AND INFRINGEMENT
(a) Warranty. The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of Fidlar. There are no warranties that extend beyond the description on the face hereof.

(i) Fidlar warrants that the Software is properly licensed and that Fidlar otherwise has the right to distribute the Software in accordance with this Agreement.

(ii) Fidlar further warrants that the media in which the Software is delivered to County is undamaged and free from mechanical defects.

(b) No Other Warranties. Fidlar makes no other warranties with respect to the Software, except as set forth above. FIDLAR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND PROMISES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF FIDLAR WITH RESPECT TO THE SOFTWARE. FIDLAR DISCLAIMS ALL LIABILITIES OR OBLIGATIONS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS OR ANY LOSS OF BUSINESS OR PROFITS, LOSS DUE TO PERSONAL INJURY, OR HARM TO PROPERTY, OR ANY EXPENSE EXPERIENCED BY COUNTY ARISING OUT OF ANY DEFECTS IN OR FAILURE OR INADEQUACY OF PERFORMANCE OF THE SOFTWARE FURNISHED BY FIDLAR HEREUNDER.

7. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY
(a) Limitation of Liability. Even if Fidlar has been advised of the possibility of such claims, demands, or damages, in no event shall Fidlar be liable to County for the following: any incidental, special, exemplary, or consequential damages; any loss of profits or confidential or other information; business interruption, personal injury, any loss of privacy for failure to meet any duty including of good faith or of reasonable care, any negligence or negligent misrepresentation, and any other pecuniary or other loss whatsoever, even in the event of the fault of Fidlar (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty.
(b) **Exclusive Remedy.** County’s exclusive remedy against Fidlar for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at Fidlar’s option and subject to applicable law. County will only be entitled to the direct damages that County actually incurs in reasonable reliance, up to the amount of a refund of the license fees (plus sales tax) that County paid for the Software. The limitations and exclusions regarding damages will apply even if any remedy fails.

8. **RESERVED**

9. **STORAGE FACILITY**
The purpose of the AVID Bastion Hosting Service is to store the official public record of the County’s real estate records at a location physically separate from the County’s location. The AVID Bastion Hosting Service covers the hardware costs, software costs (such as Operating System Licenses, Microsoft SQL Server Core Licenses, Backup Software Licenses, VM Ware Software Licenses, etc.), environmental maintenance, and digital backups of all critical components of the St. Charles County Recorder’s Land Records System at the primary data center.

This service also covers a replicated copy of your hosted production system. Hardware based mirroring of your Virtual Machine Operating Systems, SQL Databases, and digital scanned images will occur daily. In the event of a disaster in our primary data center your backup recovery data center will be operational within 4 hours.

This Software License Agreement was executed to be effective as of the date set forth above. Each person signing below represents that he or she has read this Agreement in its entirety including any and all Attachments; understands its terms; is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by the terms hereof.

**Software/ Services Pricing & Payment**

**BASTION Service Description**

Bastion replaces the need for an on-site server infrastructure within your office, for Fidlar’s AVID Land Record software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with a localized technical operation.

Security measures are heightenewith a secondary, off-site repository that backs up the hosted servers, ensuring the safekeeping of county data in the event of a disaster. If Bastion’s primary server environment were ever jeopardized, the secondary retention facility will have your office resuming activity within 4 hours.
Internet speeds at the County office will need to be a minimum of 10 Mbps download and upload in order for Bastion to function properly.

Bastion (One Time Purchase): **N/A**

Storage Costs

With the implementation of various Projects and Software packages, your quarterly storage costs can have a tendency to fluctuate from one price range to another. Projects such as Media Conversions and software such as iNSPECT or Shadow Tables can impact sizes. You will be invoiced on actual space consumed for that Quarter.

<table>
<thead>
<tr>
<th>Size Range</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1951 - 1200 Gb</td>
<td>$44,800.00</td>
</tr>
<tr>
<td>1201 - 1250 Gb</td>
<td>$46,400.00</td>
</tr>
<tr>
<td>1251 - 1300 Gb</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>1301 - 1350 Gb</td>
<td>$49,600.00</td>
</tr>
<tr>
<td>1351 - 1400 Gb</td>
<td>$51,200.00</td>
</tr>
</tbody>
</table>

**The total size of your current repository is 1.268 Tb. As you grow/shrink/fluctuate prices may adjust to match the table listed above. When the repository reached 1.3 Tb, the annual hosting charge will increase by $1,600/year.**

Total Annual Charge: **$48,000.00**

**PAYMENT MILESTONES**

Annual Charges will be invoiced in conjunction with the Bastion Live date.

**Taxes**

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased. **Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.**
Exhibit IX
Bastion Service Level Agreement

SERVICE LEVEL AGREEMENT

1. AGREEMENT OVERVIEW
This Service Level Agreement (SLA) operates in conjunction with, and does not supersede or replace any part of, the St. Charles County Information Systems Recorder of Deeds Land and Vitals Software Services Resulting Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide.

2. DEFINITIONS
Except as defined below, all defined terms have the meaning set forth in the Agreement.


(b) Attainment: The percentage of time the software is available during a calendar quarter, with percentages rounded to the nearest whole number.

(c) Base System: Our software running in our hosting center(s).

(d) Business Hour(s)/Business Day(s): The days and hours we operate, defined as Monday through Friday (excluding holidays) between the hours of 7:00 AM and 5:00 PM CT.

(e) Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

(f) Coverage Period: The start and end date for the support offered in the Agreement.

(g) Downtime: Those minutes during which the software is not available for your use. Downtime does not include those instances in which only a defect is present.

(h) Force Majeure: No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party’s reasonable control.

(i) License and Maintenance Fee: The cost, according to the Agreement, for annual storage and maintenance of AVID Bastion Hosting Services.

(j) Service Availability: The total number of minutes in a calendar quarter that the software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

(k) System Error. An error in the Base System that is either a generated error (e.g., error screen) by the Base System or lack of response (slow or stuck), or failure of a function as stated in the Documentation (also referred to as “issues” or “bugs”). Note: A Client Error Incident is not covered.
3. SERVICE AVAILABILITY
The Service Availability of the software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

(a) **Your (County) Responsibilities.** Whenever you experience Downtime, you must make a support call according to the procedures outlined for support. You must document, in writing, all Downtime that you have experienced during a calendar quarter.

You must deliver such documentation to us within 30 days of a quarter’s end. The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, any support incident and the date, time and duration of the Downtime(s).

(b) **Our Responsibilities.** When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support calls to confirm that Downtime for which we were responsible indeed occurred. We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we discuss possible relief options.

(c) **Client Relief.** the total amount of all relief that would be due under this SLA per month will not exceed 7.5% of the then-current License and Maintenance Fee. The total credits confirmed by us in one or more months of a billing cycle will be applied to the Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

<table>
<thead>
<tr>
<th>Targeted Attainment</th>
<th>Actual Attainment</th>
<th>Client Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>98-99%</td>
<td>1% credit of fee for affected calendar month will be posted to next billing cycle</td>
</tr>
<tr>
<td>100%</td>
<td>95-97%</td>
<td>5% credit of fee for affected calendar month will be posted to next billing cycle</td>
</tr>
<tr>
<td>100%</td>
<td>&lt;95%</td>
<td>7.5% credit of fee for affected calendar month will be posted to next billing cycle</td>
</tr>
</tbody>
</table>

You may request a report from us that documents the preceding month’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

4. STANDARD SUPPORT
Standard support provided by us is for the Base System software systems installed in our hosting center(s), for the time period specified in the Agreement. Modifications to our software code and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the Base System and, as such, the terms of this Agreement apply.

5. **FIDLAR SUPPORT SERVICE RESPONSIBILITIES**

(a) Fidlar shall provide unlimited telephone and email support during the hours of 7 a.m. to 5 p.m. CST, Monday through Friday.

i. All live phone calls are the 1st priority of Fidlar Support staff

ii. In the event of a complete system outage, the County should call 800-747-4600 to notify Support for immediate response.

iii. In the event of a critical or high service issue, County should call either 800-747-4600 or 877-794-8980 to be immediately routed into the Support automatic call distribution phone queue.

iv. In the event of an issue deemed less than critical or high, County should call either 800-747-4600 or 877 794-8980 and leave a voicemail for a Support callback. In most cases, County will receive a response from our Support staff within 1 hour.

v. The County also has the option to email Fidlar Support at support@fidlar.com for events that are low service errors. In most cases, the County will receive a response from our Support staff within 24 hours.

vi. In any event that the County’s expectations are not exceeded, County should contact their Territory Manager or Partner Relationship Manager.

(b) Respond and resolve support requests as specified in Support Request and Resolution table below:

<table>
<thead>
<tr>
<th>Support Request Classification</th>
<th>Description: Any Service Error Compromising or Causing any of the Following Events</th>
<th>Estimated Support Response Time</th>
<th>Estimated Support Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Service Error</td>
<td>Complete system outage AVID or APEX application functions not working: • Document Preparation/Receipting • Document Processing/Indexing</td>
<td>30 minutes</td>
<td>4 hours</td>
</tr>
</tbody>
</table>
|                     | • Document Posting  
|                     | • Record Audit  
|                     | • Record Back Index  
|                     | • Recording Queues not loading properly  
|                     | • Widespread access interruptions |
| High Service Error | • AVID or APEX reports not generating  
|                     | • Missing images on documents  
|                     | • Queues moving slowly  
|                     | • Tenders miscalculating  |
|                     | 30 minutes  
|                     | 8 hours  |
| Medium Service Error | • Inaccurate reports  
|                     | • Duplicate tag numbers  
|                     | • Scanning errors  |
|                     | 30 minutes  
|                     | 2 business days or work around provided  |
| Low Service Error  | • User error issues  
|                     | • Training  |
|                     | 1 hour or up to 24 hours if Fidlar Support email is used  
|                     | 5 business days  |

(a) **Phone Support.** We will provide phone support for the Base System as is laid out in EXHIBIT VIII.

**Email Support.** The County may also contact Fidlar Support via email at support@fidlar.com for issues deemed less than major. In most cases, the County will receive a response pertaining to the email within 24 hours.

6. **BASE SYSTEM UPDATES**

Base System updates will be provided to you by us during the Coverage Period. We will schedule the release of new updates into the Client’s environments with your staff. We will perform such updates, in coordination with you, as agreed upon. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. We reserve the right to back-port certain bug fixes to your current version of the software or require that you upgrade to a newer release to obtain the required fix.

(a) **Operating System ("OS") Updates.** We will be maintaining the server hardware environment, including updates to the operating system. We will be responsible for scheduling and completing all updates in order that you are on a properly-supported version of the operating system.

(b) **Legislative Updates.** We will provide during the term of this Agreement, the programming and service necessary to update the Base System in order to comply with law, legislative, or administrative rule changes.
St. Charles County, Missouri
Recorder of Deeds Land
and Vitals Software

Response to RFP 20-035
February 7, 2020

Kurt Mandernach, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second Street
St. Charles, MO 63301

Dear Mr. Mandernach,

It is our pleasure to offer this proposal in response to your Request for Proposal (RFP 20-035) for Recorder of Deeds Land and Vitals Software. Please accept the following pages as our formal response.

As you begin the search for new land and vitals recording software, we encourage you to ask yourself two questions:

1. “Do I want a system that will simply record documents?” or
2. “Do I want a system that records documents and allows the Recorder of Deeds Office to provide services to the constituents of St. Charles County that they have never seen before?”

Fidlar Technologies specializes in being the Software Partner to those who answer the second question with a resounding “YES.” As you read through the following pages, we are convinced that you will feel the same and come to realize how we have formed mutually-beneficial Partnerships with over 250 recording jurisdictions.

Thank you for this opportunity,

Al Vital
 Territory Manager
Fidlar Technologies
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise, Experience, and Qualifications</td>
<td>4</td>
</tr>
<tr>
<td>o Company Information</td>
<td>5</td>
</tr>
<tr>
<td>Capability, Availability, Reliability</td>
<td>8</td>
</tr>
<tr>
<td>o Fidlar Team</td>
<td>9</td>
</tr>
<tr>
<td>o Services: System Performance Support</td>
<td>15</td>
</tr>
<tr>
<td>Proposed Method of Performance:</td>
<td>18</td>
</tr>
<tr>
<td>o Land Recording Solution: AVID</td>
<td>19</td>
</tr>
<tr>
<td>o AVID LifeCycle Modules</td>
<td>23</td>
</tr>
<tr>
<td>o Remote Access</td>
<td>25</td>
</tr>
<tr>
<td>o Community Outreach Services</td>
<td>28</td>
</tr>
<tr>
<td>o Vitals Recording Solution: APEX</td>
<td>30</td>
</tr>
<tr>
<td>o Optional Hosting Solution: Bastion</td>
<td>34</td>
</tr>
<tr>
<td>o Hardware Requirements</td>
<td>36</td>
</tr>
<tr>
<td>Proposed Method of Performance:</td>
<td>38</td>
</tr>
<tr>
<td>o System Implementation Plan</td>
<td>39</td>
</tr>
<tr>
<td>o Response to Exhibit B</td>
<td>43</td>
</tr>
<tr>
<td>o Response to Exhibit D</td>
<td>43</td>
</tr>
<tr>
<td>o Response to Exhibit E</td>
<td>43</td>
</tr>
<tr>
<td>o Response to Exhibit F</td>
<td>43</td>
</tr>
<tr>
<td>Project Completion Deliverables</td>
<td>44</td>
</tr>
<tr>
<td>o Electronic Files of Final Software Documentation</td>
<td>45</td>
</tr>
<tr>
<td>Customer References</td>
<td>46</td>
</tr>
<tr>
<td>o References</td>
<td>47</td>
</tr>
<tr>
<td>Pricing Terms</td>
<td>49</td>
</tr>
<tr>
<td>o Investment Proposal</td>
<td>50</td>
</tr>
<tr>
<td>o Software and Services Pricing Page</td>
<td>51</td>
</tr>
<tr>
<td>Exhibits: G, H, I</td>
<td>53</td>
</tr>
<tr>
<td>o Exhibit G</td>
<td>53</td>
</tr>
<tr>
<td>o Exhibit H</td>
<td>54</td>
</tr>
<tr>
<td>o Exhibit I</td>
<td>54</td>
</tr>
<tr>
<td>Exhibit J: Network and Security Questions</td>
<td>55</td>
</tr>
<tr>
<td>o On-Premise Solution</td>
<td>56</td>
</tr>
<tr>
<td>o SaaS Solution Review</td>
<td>61</td>
</tr>
<tr>
<td>Requested Documentation</td>
<td>65</td>
</tr>
<tr>
<td>o E-Verify MOU Signature Page</td>
<td>66</td>
</tr>
<tr>
<td>o Certificate of Insurance</td>
<td>67</td>
</tr>
<tr>
<td>o Veteran Friendly Employment Policies</td>
<td>68</td>
</tr>
</tbody>
</table>
Expertise, Experience, & Qualifications
Challenge to RFP 20-035

Company Information

A History of Innovation

Fidlar Technologies has participated in the document recording and management industry since our founding in 1854. In the beginning, we provided books and ledgers to the recording industry. When the industry moved towards automation in 1985, Fidlar transitioned into providing automated records management solutions.

In 2008, we released our 5th generation land records management software – AVID. AVID looked where the industry was heading with the implementation of eRecording, higher integrity in the document index, greater services to county customers and constituents, and after 12 years AVID remains ahead-of-the-curve.

We deployed our biggest update to AVID with our iNSPECT assisted-indexing technology in 2016. iNSPECT was completely built in-house by our team of experienced developers and utilizes OCR and AI tuned specifically for land record documents. Shortly after its release, we received feedback from partners who were noticing a reduction in errors in their indexing and seeing 70% and higher accuracy across all document types and index fields.

And iNSPECT isn’t the only innovative and powerful technology we’ve created. Every year we release new updates to AVID with major improvements along with modules that assist your searchers, community outreach services, disaster recovery solutions and more. There’s plenty more to get excited about in 2020 as well with our groundbreaking new vitals product, APEX, that was released in 2019.

However, all this innovation means nothing compared to our ultimate focus on providing valuable long-term partnerships with each and every one of our county partners. We are thankful for each and every customer we have and the number one priority for every stakeholder at our company is ensuring each individual partner’s expectations are exceeded regularly. That is how we’ve existed for 166 years and will continue to be around in another 166 years.
Fidlar’s land records document management software systems are used in over **260 counties, across 15 states**. In the state of Missouri, we currently partner with 21 counties that use our land and vital record solutions.

Counties that are similar in population size to St. Charles County that also utilize Fidlar’s software solutions are:

<table>
<thead>
<tr>
<th>COUNTY, STATE</th>
<th>COUNTY POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>St Louis County, MO</td>
<td>~997K</td>
</tr>
<tr>
<td>City of St. Louis, MO</td>
<td>~318K</td>
</tr>
<tr>
<td>Jefferson County, MO</td>
<td>~224K</td>
</tr>
<tr>
<td>Franklin County, MO</td>
<td>~103K</td>
</tr>
<tr>
<td><strong>OUTSIDE OF MISSOURI</strong></td>
<td></td>
</tr>
<tr>
<td>Milwaukee County, WI</td>
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</tr>
<tr>
<td>Marion County, IN</td>
<td>~950K</td>
</tr>
<tr>
<td>DuPage County, IL</td>
<td>~930K</td>
</tr>
<tr>
<td>Will County, IL</td>
<td>~693K</td>
</tr>
<tr>
<td>Dane County, WI</td>
<td>~536K</td>
</tr>
</tbody>
</table>
Employees

Our company headquarters is located in Davenport, Iowa and we have a satellite office in Exeter, New Hampshire. 55 full-time employees are based in our headquarters, and 2 full-time employees are located in our satellite office. Of our total headcount, 11 employees are dedicated to help desk support. The following section will detail more of Fidlar’s Support experience.

Despite the variations in size, every office has the same goal: To be the steward of the public record. It is in everyone’s interest that these land and vital records be accurately, easily and efficiently recorded, and securely preserved in perpetuity. Fidlar provides the best solutions to do just that.
Capability, Availability, & Reliability
Fidlar Team

Employee Information, Qualifications

Fidlar Technologies surrounds itself with talented people who all share the same commitment; to be instrumental in the partnership that contributes to our clients continued success. At Fidlar Technologies, teams of people work together in coordinating the success of our client’s technical solutions.

The following is a list of the stakeholders within Fidlar Technologies that would be involved with the proposed St. Charles project directly and indirectly.

Executive Management – Our company thrives within the vision, ethics and direction of our outstanding Executive Team. At Fidlar Technologies, leadership is valued at every level and position, however the Executive Team paves the way to offer cutting edge solutions and unparalleled services to our partners in government. The team has courage to make the difficult and challenging decisions to run the organization, charisma to build open relationships internally and with each and every Fidlar partner, and creativity to push the edges of the operations so that growth and opportunity can prosper.

Ernest Riggen – Ernest Riggen joined Fidlar Technologies in 1993. The majority of the past 26 years has been spent growing the software portion of the business, now the core strength, focus, and future of Fidlar Technologies.

Ernest began his career with Fidlar leading the software development team and was put in charge of building a new and successful direction for design, development, and the ultimate deployment of our software products and services. He is proud to have been a small part of our fabulous Fidlar products such as iDocument XF, Laredo, Tapestry and, of course, AVID. The aspect he enjoys most is working with the team members of Fidlar and the customers that have helped make these products and Fidlar a success.
**Dave Steil** – In 1978 Dave graduated from the University of Northern Iowa with a B.A. in Accounting. Dave earned his CPA in 1979. From 1978 through 1989 he was with RMS McGladrey a national accounting firm. Dave achieved partner status with the firm in 1983. Dave joined Fidlar in 1989 and quickly became a key leader and shareholder of the organization.

In 2000, Dave took a Board of Directors role for the company and pursued other opportunities as the CEO of Sigmaworx, Inc, a technology company serving the call center industry. Dave returned to an active, daily position with Fidlar Technologies in 2007 and he now serves as CFO/COO of the organization. Dave has a wide range of business experience spread over his career. This experience includes operational, marketing and financial assignments. Over his years of experience, he has gained valuable knowledge in strategic planning, business acquisitions, sales and marketing development and human resource management. As a Partner with McGladrey he consulted with a wide range of family businesses in many different industries including retail, manufacturing, technology and distribution. Dave currently serves on the Board of Directors of US Bank, Per Mar Security, Hand-in-Hand and Crow Valley Country Club.

**Adam Watkins** – Adam is the Vice President of Operations for Fidlar Technologies. Adam completed a 4-year degree with a major in Computer Science and a minor in Political Science.

In 2003 Adam was hired by Fidlar Technologies as a conversionist and installer. Adam became a certified trainer on our software in June of 2005. He has also performed many iDocument XF installations and multiple data and image conversions. In his time with Fidlar Technologies Adam has served as a Project Manager dealing with Customer Training, Live Day Support, Workflows, and Fee Configurations.

Currently, as Vice President of Operations, Adam brings a wealth of knowledge from many aspects. During his time as VP, contract implementation time has been significantly reduced for the Project Management team and the Client Services department has doubled their live call pickup rate. Adam is committed to leading Fidlar Technologies into the future while preserving the level of service that sets Fidlar apart in the industry.
Alex Riggen – Alex joined Fidlar Technologies as Director of Marketing in 2010. Before joining Fidlar he taught graphic design and animation classes at Ashford University. Within his role as the Director of Marketing, Alex focuses on providing valuable and relevant communication to our partners via product materials, promotional tools, and newsletters like eBytes, The Voice, Rewinds, and more. In addition, he regularly works with each department at Fidlar to ensure the products and materials we are delivering to our customers truly provide The Fidlar Experience.

Although his job title does not fully illustrate it, in addition to marketing, Alex provides leadership and direction to both the Development Team and the Partner Relationship Managers and is an essential piece in Fidlar’s future.

Scott Moore - Scott is Vice President of Sales. In this role, he is responsible for directing Fidlar’s sales efforts to both public and private sectors along with coordinating the company marketing activities.

From March 2004 to July of 2005, Moore served as Director of Business Development leading the marketing and planning of Fidlar’s private sector products; Laredo, Tapestry and xPedite. While in this role, he assisted with product enhancements and worked closely with both public and private sector members on smooth product rollouts. While in this role, he was able to grow Fidlar’s private sector revenue by over 300%.

Scott is a member of the Property Records Industry Association (PRIA) as well as the National Association of County Recorders Election Officials and Clerks (NACRC) and maintains committee involvement with each. He also maintains private sector membership with the Mortgage Bankers Association as well as the Association of Title Information Management (ATIM) and the American Land Title Association (ALTA).

Prior to joining Fidlar, Moore spent 7 years in management positions for an Iowa based computer hardware manufacturer. In that role, he managed a domestic sales team as well as channel partners in thirty-seven countries. He attended Illinois State University and holds a degree in computer programming.
**Al Vital** - Al joined Fidlar Technologies in 2015 and after a brief hiatus, returned to his role in 2019. As a Territory Manager, Al is responsible for building new county relationships, uncovering problems and needs, and presenting Fidlar's solutions to fulfill our partners' requests.

Al has spent over 15 years in sales and project management roles within the telecommunications and software industries. He brings a hands-on approach to understanding client needs and crafting software solutions to meet their organizational goals. He is a proven leader with delivering bottom-line improvements while providing exceptional experiences for his customers. He graduated from Western Illinois University with a degree in Business Management.

**Maureen Melson** – Maureen joined Fidlar as a Project Manager in 2015. Prior to taking this position, Maureen managed her family's multi-unit franchise. Over the last twenty years she has gained extensive training experience within a variety of industries. In 2018 Maureen transitioned to a Partner Relationship Manager role and is rewarded by cultivating relationships and helping our partners choose solutions appropriate for their dynamic offices.

**Tracy Townsend** – Prior to joining Fidlar in 2012, Tracy worked as a Senior Operational Manager for a local non-profit organization for 7 years. Her self-motivation and enthusiastic work ethic gives Fidlar confidence whenever a project is under Tracy’s management. She is responsible for all phases of project management, including workflow analysis, design, configuration, training and budget management. Through her interactions with clients, she studies current processes/workflows and defines project requirements and then tracks progress of projects against goals, objectives, timelines and budgets. Tracy has over 18 years of extensive customer relations experience.
Kayla Coopman – Kayla received a bachelor’s degree from the University of Wisconsin-Platteville in Criminal Justice with a minor in Psychology. After college Kayla was an Account Specialist with a healthcare revenue company, coming from years of customer service experience. She joined Fidlar in March of 2019 as a Project Manager where she works with clients to deliver workflow analysis, design, configuration, and training with clients. Her passions are to always give exceptional training, build positive relationships with clients, and provide an overall successful implantation.

Chelsea Roehm – Chelsea received her BA in Management Information Systems in 2017 from The University of Northern Iowa and joined Fidlar Technology shortly after. As an undergraduate, Chelsea held numerous internships gaining experience with SQL. In her role as a Project Manager, Chelsea is excited to provide the Fidlar Experience to both new and existing County Partners. Outside of work, she enjoys spending time outdoors with friends and family.

TJ Lenninger - TJ joined the Fidlar team in 2007, bringing over 12 years of software and hardware support experience to the installation team. Since that time, he has performed a variety of roles, including system administration and installation technician. His focus has shifted now to database and image conversions, where he has shown his ability to understand and migrate data between complex systems time after time.

In addition to managing conversions on many contracts for Fidlar’s iDocument, iVitals, and AVID products, he has worked closely with our development and project management teams since AVID’s inception to enhance our conversion and configuration scripts. His attention to detail and strong communication skills, combined with a fun and easy-going manner, have made him a favorite among both his clients and co-workers.
Janice Bruce - Janice graduated from Sauk Valley College in Dixon, Illinois, receiving an Associate Degree in Computer Information Systems. After graduating she worked 6 ½ years as Director of Customer Support for DEVNET, Inc. in DeKalb, IL from April 1999 to November 2005. She then worked for Lee County, Illinois in the IT department for a brief period before leaving to help run a family-owned franchise. In August 2008 she happily joined Fidlar Technologies as a Customer Support representative and in 2009 she transitioned to the ITS team to better utilize her experience with SQL and programming.

Tom Poston – Tom had been in the software support industry for over 10 years, providing support and performing remote installations, prior to starting at Fidlar Technologies in 2007. He has extensive networking, software and hardware experience, including Cisco and Intel platforms. Tom excels at helping end users solve issues over the phone, and looks forward to the opportunities each installation provides him.

Brian Haan - Brian received his degree in Network Systems Administration in 2011 from DeVry University and has been working in technical support in some form or another since 1997. He joined Fidlar Technologies in March of 2012, where his tasks have included software installation, Tier-2 product and hardware support, and installation automation projects, to name a few. Brian enjoys working on improving the installation and support processes at Fidlar Technologies and seeing his work pay off in the form of a much richer and efficient experience for the customer.
Services: System Performance Support

The most important relationship the Recorder of Deeds Office will have with their new vendor is that with the support team. This is why this aspect of your research should be INCREDIBILY THOROUGH.

At Fidlar Technologies, we employ 8 full-time, Tier-1 Support Representatives at our Davenport, Iowa office. Their experience with Fidlar’s software ranges from 5 to 25 years of service. All support items related to any of our county partners (AVID, APEX), any of our remote access users (Laredo, AVA, Tapestry), AND any of our community outreach products (PFA, Honor Rewards) are handled by our support staff.

We also staff 3 full-time, Tier-2 Support Representatives. These employees handle the more complex issues, installation/hardware problems, etc.

Behind our Support staff, we have a team of 9 Project Managers that implement and train our software, as well as 9 Developers who design and build every solution we offer.

This results in a dynamic support structure that allows us to handle all system and performance issues within minutes. At Fidlar, we believe our county partners should know how they are being supported. That is why we closely monitor, track, and report our support statistics on a monthly basis. For example, we can confidently share the following metrics:

- Our receptionist answers all calls live, and, if a county partner is down/unable to work, she pages for help and all hands are on deck
- We answer 83% of our LIVE support calls within 2 minutes
- We respond to all LIVE support chats within 5 minutes
- We respond to all voicemail within 1 hour
- We respond to all email within 24 hours

You deserve to see EMPIRICAL and STATISTICAL INFORMATION related to the performance of our Support team. The following page shows an example of a report that can be provided to our partners upon request.
Live Call Tracking Monitor in Fidlar Customer Support Room

Example of Support Performance Tracking

<table>
<thead>
<tr>
<th></th>
<th>Nancy</th>
<th>Lisa</th>
<th>Susan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CountyTotalResolved</td>
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</tr>
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<td></td>
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<td>91%</td>
<td>87%</td>
</tr>
<tr>
<td></td>
<td>PrivateLive %</td>
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<tr>
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<td>Level 1 Hrs</td>
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<td>143</td>
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<tr>
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<td>Calls Resolved Per Hour</td>
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<tr>
<td></td>
<td>CountyTotalEmail</td>
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<td>PrivateSectorLive</td>
<td>181</td>
<td>88</td>
</tr>
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<td></td>
<td>CountyLive %</td>
<td>85%</td>
<td>86%</td>
</tr>
<tr>
<td></td>
<td>PrivateLive %</td>
<td>84%</td>
<td>77%</td>
</tr>
<tr>
<td></td>
<td>Level 1 Hrs</td>
<td>153</td>
<td>152</td>
</tr>
<tr>
<td></td>
<td>Calls Resolved Per Hour</td>
<td>3.41</td>
<td>3.52</td>
</tr>
</tbody>
</table>
St. Charles County, Missouri – Response to RFP 20-035

Customer Support

Ways to contact SUPPORT

PHONE
Support Queue 877.794.8980
Support Queue Voicemail 877.794.8980 opt. 1, to leave a voicemail
Laredo/Tapestry Line 563.345.1283
Property Fraud Alert 800.728.3858

EMAIL
Support@fidlar.com

Our Priority is YOU!
1 – Phone
2 – Voicemail
3 – Email
Live calls are answered in order received
Voicemails are returned within 1 hour
Emails are returned within 24 hours

Tiers of Support
Level 1
Customer Support Team
Level 2
IT'S Team
Level 3
Development Team
Proposed Method of Performance

Project Understanding:

- Proposed Fidlar software solutions based on requested scope
Land Recording Solution: AVID

Our state-of-the-art solution is centered on our AVID Land Records Management System which handles the recordation of physical or electronic documents from the point of submission to your office through assisted indexing, quality assurance, document return, and the effective and efficient storage and access of your information.

Partners using AVID have found an increase in their efficiency, accuracy, and data integrity by saving time, moving to a more electronic workflow and taking advantage of the newer technology available within AVID. Following is a summary of features and benefits realized with the use of AVID.

Scanning/Cashiering

- Each AVID user will be set up by administrative staff and will be assigned the appropriate security functionality depending on their role in the office. Users can log into the program either by utilizing a secure username and password, or by utilizing biometric security via a fingerprint reader.
- AVID’s upfront scanning of documents serves 2 beneficial purposes. It greatly reduces the movement of paper around the office. Also scanning images in immediately assures you are adhering to “Race to Courthouse” standards. When an electronic document (or batch of documents), are received, these documents automatically enter the AVID Queue, seamlessly integrating with paper documents that have scanned “up front”. The AVID queue automatically, with no manual step needed (such as monitoring a queue list), maintains the “race” order of the documents. This feature results in a well-maintained order to your document numbers and/or book-page numbers (numbers for electronic documents are interspersed with the numbers for paper documents according to when they entered the AVID Queue).
- Rejected documents can be easily entered and scanned for reference purposes. A rejection letter is automatically generated by the program with county-specific rejection reasons. Rejected documents and letters can be searched, viewed, and reprinted (restricted to staff viewing only) at any time if needed.
- AVID scanning and cashing can occur at any workstation (with appropriate security permissions) and includes the functionality to “PARK” a transaction in the middle of the cashing process. This allows the user to carry out any other allowable function within AVID and then return to the cashing module to complete the transaction.
• AVID has been designed to accept various forms of payment. This includes cash, check, credit cards, and escrow accounts. Each customer in AVID is assigned only the payment (tender) types appropriate for their use. The system allows for several configurations of escrow accounts and includes a number of escrow reports, invoices, and account statements to easily manage the different accounts. This includes reports and invoices that list each transaction paid for with an escrow account.

Indexing

• We are committed to providing the most robust, comprehensive OCR product possible to our partners. Fidlar’s newest version of Assisted-Indexing is called iNSPECT. iNSPECT is tuned to work with all document types and all indexing fields. Based on the data in your existing database and information on the document, iNSPECT identifies and highlights data based on your County’s indexing standards, formats, and legal descriptions.

• Fidlar is the first vendor to utilize touch technology so the highlighted text you wish to index can be selected via touchscreen, hot keys, mouse operation, or a combination of all three. This approach increases accuracy and data integrity since the information is not being re-keyed and the user is making the decision as to what to accept into the system. Below is a sample screen view of AVID’s iNSPECT module:
• AVID provides two means of redaction. All scanned images run through an automatic redaction process that will redact large portions of sensitive material. The software also includes a manual tool that can be used to redact anomalies.

• AVID has the ability to record and index DD214 – Military Separation Documents. After a DD214 is recorded, they are stored as a “restricted” document only viewable to County staff with appropriate system permissions. Restricted documents are not accessible to the public.

• Parcel Identification Numbers can be indexed within AVID and can be integrated with other County office programs. More information about PINtegrity can be found below in the AVID LifeCycle Modules section.

• AVID includes a module in which indexed data can be audited by comparing the indexed data on the right side of the screen with the document image in the center of the screen. AVID verification can also be configured to require that the verifier re-key the data with AVID comparing the re-entered data with the original indexed data.

• AVID indexing automatically checks the integrity of indexed data by comparing it to the existing data in the database and flagging questionable data, via color-coded shields, as possibly incorrect. This feature assists with increasing the accuracy and integrity of the data.

• AVID also functions in tandem with a module known as “Anchor.” This module defines and manages specific legal parameters for subdivisions, survey maps, and tracts. Using these definitions, Anchor will validate indexed information and alert indexers when a legal description is entered that is outside these pre-defined, county-specific parameters. More information about Anchor can be found below in the AVID LifeCycle Modules section of the proposal.
Reporting:

- AVID includes a robust Reports module that includes reports for balancing, tracking activity, displaying indexed data, etc.
- Reports can be run daily, weekly, monthly, or for any time period desired.
- AVID also includes the ability to schedule reports to run at a pre-determined time and date and can be emailed to any number of recipients in a PDF format.
**AVID LifeCycle Modules:**

Our proposed solution includes additional AVID modules and applications that will advance the County’s automation, efficiency, and data integrity and validity. All LifeCycle modules come included with our AVID Land Records Management System.

**ANCHOR**

Anchor is a module that enables the County’s management team to create, define and manage specific legal parameters for subdivisions, survey maps and tracts. Using these definitions, Anchor will validate indexed information and alert indexers of the status of these legal descriptions via colored shields while indexing, and optionally, generate an email to the submitter for these documents. Anchor can also generate a daily email that lists all invalid legal descriptions recorded that day including document numbers.

**SWIFT**

Swift will allow the Recorder of Deeds Office to return recorded and rejected paper documents to opted-in submitters and recipients electronically via email. The County will then decide whether to keep or destroy the paper document. Swift includes a module which allows users to set up recipient accounts for paperless returns after opting-in, view a history of electronically returned documents via date and recipient, track if the returned document was downloaded, re-send documents and keep a running total of costs saved due to the less postage, supplies and labor required based on County supplied attributes.

**iris.**

This module would allow St. Charles County to create a customized list of aliases for indexed names of parties, businesses, streets and subdivisions allowing the county to automatically support office indexing policies. These lists can also be used while searching in AVID and our remote access portal, Laredo.
Parcel Identification Numbers

Fidlar’s ability to connect Parcel ID Numbers (PIN) with Land Records is one-of-a-kind in the industry connecting the Recorder of Deeds Office to Geographic Information Systems (GIS) and the Assessor’s Office. PINtegrity allows for easy citizen access to the Recorder of Deeds Office from multiple sources.
Remote Access:

Fidlar proposes that St. Charles County take advantage of our suite of remote access products for the public and other County users. Users will be able to quickly and easily access recorded documents, obtain digital copies, and search historical records. Each of the 3 recommended solutions are unique in their offerings and will fulfill the needs of different groups of searchers.

Laredo / Laredo Anywhere is designed for the professional search community to serve those customers who are frequent, professional searchers of the land records. (ie; Title Companies, Banks, Lawyers, etc.)

Unlike other vendors who embed a search portal within a county’s website and then the County is responsible for marketing and support of their search customers, Fidlar handles all marketing and support of the end users through ongoing training, webinars, and telephone support.

Fidlar’s public search program Laredo will be utilized both in the Register’s office and, if desired, by your public to search records remotely from their business or home.

When Laredo is utilized for remote access to records and images, each user must be assigned a secure username and password by the county. Also, Laredo includes the ability to view images and if desired by St. Charles County, the ability to print the images can be disabled in Laredo.
• Tapestry is a web-based searching tool for the occasional searcher. Tapestry searchers pay via credit card on a “per transaction” basis.
• Users can access more than 250 of our county partners from this one website.
• Fidlar Support handles all support issues related to Tapestry.
**monarch**

Monarch is an image and data distribution service which provides the County the ability to fulfill bulk data and image requests while still being able to protect the official public record.

- This product is designed to securely provide Land Records index information and images to subscribers. With the approval of the official, Fidlar handles this process as well as collecting the fees for this service from the subscriber.
- Monarch can also be utilized to apply a watermark to Laredo images per the County’s request.
- Monarch can also be used as an integration tool to deliver images or data fields to network file location to be picked up by other County office’s applications.
- **Monarch would be the tool used to export the County’s images and index information into the County’s Kodak (Imagelink) Microfilm system.**
Community Outreach Services:

The Fidlar Community Outreach Services were designed to give our Partners the ability to promote themselves, their offices, and the value that elected officials can bring to their communities. Both products are included in this proposal.

Property Fraud Alert (PFA)

Property Fraud Alert an internet-based system that automatically alerts constituents, via email, text or phone message, each time there is recording activity against a property owned by them. Upon notification, constituents can then verify that this activity was, indeed, initiated by them and not by someone attempting to defraud them. Since Fidlar Technologies manages the alert system, this service provides the County with a beneficial tool to notify your public without enduring the time and effort required to send your own notifications by mail.

PFA subscribers must sign up for the PFA service via the PFA website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the PFA service when the name they have submitted matches any names that have been indexed from documents recorded within the Recorder of Deeds Office. PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the PFA hotline service (1-800-728-3858).

The St. Charles County Recorder’s Office currently utilizes this service with Fidlar Technologies.
Honor Rewards

The Honor Rewards program is a way for the County to give back to their Veteran community. With Honor Rewards, veterans within the County will be able to sign up for a membership card online for free. Businesses within the County will also be able to sign up for Honor Rewards in order to give veterans discounted products or services.

Fidlar Technologies will provides a customized link within Honor Rewards for St. Charles County. Additionally, marketing material and templates are provided. The marketing material provided is intended to be used by the County to build community awareness of the Honor Rewards program.

To visit the Honor Rewards website, simply go to www.honorrewards.com
Vitals Recording Solution: APEX

APEX adapts to what your office needs to finish the job at hand. Whether one line needs to change or the whole form needs reworking, APEX adapts to what is required. Be ready for the changes of the future with APEX’s adaptive tools and infrastructure.

APEX ADAPTS TO MEET YOUR COUNTY’S NEEDS NO MATTER THE CHANGE OR THE CHALLENGE

APEX evolves to meet any specific configuration needs that your county may have. Whether your county faces substantial statute changes, shifts in marriage norms, or policy transitions and adjustments, APEX’s adaptable forms and fields can change to provide a vitals recording process suited to meet your county’s needs.
Reach new generations of constituents with exclusive branding opportunities provided by APEX.

APEX provides counties with unparalleled branding opportunities, allowing you to further associate quality products and approachability with your office. Statistics show that branding is critical to future growth and loyalty, and APEX helps you to ensure continued growth through various branding opportunities.

APEX’s BRANDING OPPORTUNITIES INCLUDE:

- **WEB PORTAL**
  - Background
  - Website Elements

- **DIGITAL RECEIPT**
  - Receipt Header
  - Receipt Footer

- **END USER EMAIL**
  - Email Header
  - Email Footer
APEX presents truly incomparable accessibility to county constituents. By providing customers with a sleek, step-by-step application process, APEX easily establishes a streamlined experience for each individual user. With the help of APEX, you can provide your citizens with a truly personal, adjustable, and guided application.

APEX has been designed to meet the needs of you and your citizens. County residents can conveniently begin the vitals application process wherever they are, on any internet-connected device, with APEX’s unparalleled utility. APEX guides users through the vitals application process, step-by-step, as they fill out any necessary forms before need to leave the comfort of their home.
St. Charles County, Missouri – Response to RFP 20-035

APEX brings vitals recording into the modern, digital age. With increased focus on ease-of-use for county officials and improved at-home convenience for customers, APEX effortlessly streamlines the vitals recording process. APEX allows residents to begin the step-by-step application anywhere, on any device.

Constituents can fill out and digitally submit their forms before going to the county office, reducing counter time for county officials. Once there, residents may utilize a customer-facing kiosk to verify form data to further prevent any mistakes.

APEX MODERNIZES VITALS RECORDING
In an age of ever-changing technology, APEX provides your office with the tools it needs to evolve and adapt, reducing counter time required every day.
Revolutionize how you handle the vitals application process and recording with the new, digital methods that APEX offers.

DIGITAL

APEX DESIGNED FOR THE DIGITAL AGE
Optional Hosting Service

Bastion Hosting Service

Over the past several years, Fidlar has revolutionized hosting services to a robust and highly secured repository called Bastion. Bastion is significantly different than the other “hosting services” by providing continuous backups of documents and images in multiple off-site locations. Also providing state-of-the-art security measures to protect the County from cyber-attacks such as malware or ransomware. Fidlar has taken significant steps to ensure the safety and integrity of the public record.

Bastion replaces the need for an on-site server infrastructure within your office for Land Record software. The hosted infrastructure that Bastion provides alleviates the need and cost of an onsite application server, obligatory software licensing fees, and backup procedures traditionally required with an on-site technical operation.

Security measures are heightened with a secondary, off-site repository that back-ups the hosted servers; ensuring the safekeeping of County data in the event of a disaster. If Bastion’s primary server environments were ever compromised, the secondary retention facility will have your office up and running within hours with little to no impact on searchers. (We have provided a PDF technical detail of our Bastion hosting service in the USB flash drive included with this proposal. Please see folder: Project Completion Deliverables)
Hardware Requirements

Servers

Our Land Records and Vitals software runs from Microsoft Windows platforms. If you opt for our Bastion Hosting Service, no on-premise servers are required for AVID and APEX. If you choose to remain with on-premise servers, we recommend 1 web server and 1 database server for St. Charles County. *For more information regarding Fidlar server requirements, please see our responses to Exhibit J: Network and Security Questions → On Premise Solution → Solution Hosting Review beginning on page 54 of this proposal response.*

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Model#</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SERVER HARDWARE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>HP ProLiant ML350 Gen10 Tower Xeon 8-Core 16GB</td>
<td>877621-001</td>
</tr>
<tr>
<td>5</td>
<td>HP 300GB 10K SFF SAS Hard Drive</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>800W Flex Slot Power Supply Kit HP</td>
<td>865414-B21</td>
</tr>
<tr>
<td>1</td>
<td>CyberPower SmartApp Sinewave 1500VA/1050W LCD UPS (Tower)</td>
<td>PR1500LCD</td>
</tr>
<tr>
<td>5</td>
<td>Western Digital 3TB My Book USB 3.0 External Hard Drive</td>
<td>WDBBGB0030HBK</td>
</tr>
<tr>
<td><strong>SERVER SOFTWARE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Corp SQL Server 2017 Standard Edition 2-Core*</td>
<td>7NQ-01158</td>
</tr>
<tr>
<td>1</td>
<td>MS Windows Server 2019 16-Core Standard ROK</td>
<td>9ME-00652</td>
</tr>
<tr>
<td>21</td>
<td>MS Windows Server 2019 CAL (One license per workstation)</td>
<td>871177-DN1</td>
</tr>
<tr>
<td>1</td>
<td>Lead Tools OCR Advantage V18 Server License</td>
<td>OCRADVSVR18</td>
</tr>
<tr>
<td>1</td>
<td>External Connector License</td>
<td></td>
</tr>
</tbody>
</table>

*Licensing subject to change depending on server configurations.

Workstations

For operating staff and public search terminals, Windows 10 PCs are necessary. Below are minimum and recommended PC hardware requirements:

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MINIMUM</th>
<th>RECOMMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROCESSOR</td>
<td>Intel Core i5</td>
<td>Intel Core i5 or higher</td>
</tr>
<tr>
<td>HARD DRIVE SPEED</td>
<td>Solid State</td>
<td>Solid State</td>
</tr>
<tr>
<td>HARD DRIVE SIZE</td>
<td>500 GB</td>
<td>500 GB</td>
</tr>
<tr>
<td>RAM</td>
<td>8 GB RAM</td>
<td>8 GB RAM</td>
</tr>
<tr>
<td>MONITOR SIZE</td>
<td>24&quot; (must support 1920 x 1080)</td>
<td>27&quot; Planar Touchscreen</td>
</tr>
<tr>
<td>VIDEO CARD CONFIGURATION</td>
<td>2 GB NVIDIA</td>
<td>Intel® UHD Graphics 630</td>
</tr>
<tr>
<td>NETWORK</td>
<td>Gbe Plus PCI</td>
<td>Gbe Plus PCIe</td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Workstations Continued
Depending on the duties of the staff member, certain peripheral hardware will be required alongside of the Windows PC. Fidlar Project Managers will determine what workstation peripherals would be required after the County Workflow Visit.

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dymo LabelWriter 450</td>
<td>Mail back/Return to labels</td>
</tr>
<tr>
<td>Epson TM-H6000V</td>
<td>Receipt, Docstamp, Check endorsement</td>
</tr>
<tr>
<td>Epson Power Supply</td>
<td>Epson power supply cord</td>
</tr>
<tr>
<td>Epson USB A&gt;B Cable</td>
<td>Epson USB cable</td>
</tr>
<tr>
<td>Digital Persona U.are.U 4500 Fingerprint Reader</td>
<td>Secure biometric login for employee PCs for AVID</td>
</tr>
<tr>
<td>Honeywell Hyperion 1300G Barcode Scanner</td>
<td>Utilized during mail back process</td>
</tr>
<tr>
<td>Honeywell Stand for 1300G05E</td>
<td>Stand for barcode scanner</td>
</tr>
<tr>
<td>Fujitsu fi-7160 Scanner</td>
<td>Workstation scanner</td>
</tr>
<tr>
<td>Galaxy Tablet E APQ 8016</td>
<td>Tablet for customer kiosk for APEX (optional)</td>
</tr>
<tr>
<td>45-Degree Secure Kiosk</td>
<td>Kiosk frame for customer kiosk for APEX (optional)</td>
</tr>
</tbody>
</table>
Proposed Method of Performance

Project Understanding:

• System Implementation
• County Responsibilities
• Successful Offeror’s Responsibilities
• Assumptions
• Change Control Procedures
System Implementation Plan

Deciding on your next software partner is only part of the process for you. After selection of the vendor, the “real work” begins.

The amount of time and effort invested by both your vendor and your office will be directly related to the overall success of the project.

Fidlar has spent an incredible amount of time developing an installation methodology that results in not only the best experience for our partner counties but a PRISTINE repository after the conversion is complete.

The installation process is broken out into the following steps:

1. **Introduction to your Project Management (PM) Team:** During this conference call, you will be introduced to your PM, the installation specialist, and the conversionist assigned to St. Charles County. After the introductions, your PM will discuss, in detail, the next steps that will be taken and what can be expected.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 – 45 days from</td>
<td>PM, installer, conversionist, TM</td>
<td>Recorder of Deeds, Chief Deputy, IT</td>
<td>Low</td>
</tr>
<tr>
<td>contract signing</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Workflow Visit:** During the workflow onsite visit, we come to understand your current processes, among those, what is open to change and what is not. We also learn about reporting requirements, fee and fund distribution, requirements for the Private Sector and any bulk data sale requirements (these are the large topics. Others are also included.) The result is an INCREDIBLY VALUABLE workflow visit report.

*See electronic PDF file on flash drive: Project Completion Deliverables Folder ➔ Workflow Analysis* for an example of our Workflow Analysis deliverable document.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 – 45 days from introduction</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals recording staff</td>
<td>Med</td>
</tr>
</tbody>
</table>
3. **Workflow trip:** We will come onsite to present our workflow findings. At this time, we will discuss how we envision AVID being used in your office. The ultimate decision is up to you and your staff. This is a wonderfully interactive visit where as a result, you will have a very clear understanding of how your system will work within your office.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 – 30 days from workflow visit</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals recording staff</td>
<td>Med</td>
</tr>
</tbody>
</table>

4. **Installation and conversion.** We will install all required components in parallel with converting your current data and images. The conversion is one of the most important aspects of your installation. During this process, we will help to identify any data/image anomalies that exist in your current repository. With your attention to this, the end result will be a much cleaner repository than when we started.

*See electronic PDF file on flash drive: Project Completion Deliverables Folder ➔ Conversion Deliverable for an example of our Conversion Deliverable document.*

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 30 days from introduction call, pending access to data/images and whether County will procure new PCs</td>
<td>PM, installer, conversionist</td>
<td>St. Charles IT, Recorder of Deeds, “Previous” vendor (potentially)</td>
<td>High</td>
</tr>
<tr>
<td>Installation and conversion duration: 30 – 60 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This step can occur while PM is conducting workflow</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Training: Your PM team will come onsite for personalized and customized training. Training will be conducted on a system that has been specifically configured for St. Charles County, using St. Charles County data. The most important thing for you to understand when it comes to training is that **Fidlar sets NO CAPS on training**. We will train you as much as you need in order to be fully prepared for your exciting live-date. Extra training will not cost St. Charles County extra dollars.

*See electronic PDF file on flash drive: Project Completion Deliverables Folder → Training Deliverable for an example of our Training Deliverable.*

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 30 days from completion of program installation and image/data conversion</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals recording staff</td>
<td>High</td>
</tr>
<tr>
<td>Training duration: 2 weeks or longer depending on needs of the County</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Live-Day!! This is the exciting day that everyone has been driving to. Your PM will be onsite again for this exciting week and will hold your hand through all the inevitable questions you will have.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 week after County training</td>
<td>PM, installer</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals recording staff, IT</td>
<td>Med</td>
</tr>
</tbody>
</table>
7. Post Live-Day support. For the next 3-4 weeks, your PM will remain solely dedicated to St. Charles County. That means that if you have any questions, you can easily contact your PM which means there is no “explaining of the problem” to go through. Your issue will be immediately understood and receive the necessary attention.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 4 weeks after</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals</td>
<td>Med</td>
</tr>
<tr>
<td>Live-Day</td>
<td></td>
<td>recording staff</td>
<td></td>
</tr>
</tbody>
</table>

8. Post Live Visit. Your PM will make a visit onsite within a few weeks after you go live with AVID. Typically, we wrap this trip around month end balancing.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 – 8 weeks after</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals</td>
<td>Med</td>
</tr>
<tr>
<td>Live-Day</td>
<td></td>
<td>recording staff</td>
<td></td>
</tr>
</tbody>
</table>

9. Introduction to Support & Partner Relationship Manager (PRM): Once your PM feels that you are ready for a transition to our Support Team, they will facilitate that introduction and place you in their incredibly capable hands.

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Fidlar Resources</th>
<th>County Resources</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 2 weeks after</td>
<td>PM</td>
<td>Recorder of Deeds, Chief Deputy, Land and Vitals</td>
<td>Low</td>
</tr>
<tr>
<td>Post-Live visit</td>
<td></td>
<td>recording staff</td>
<td></td>
</tr>
</tbody>
</table>

10. Partner Relationship Manager Role: Fidlar is the only company that dedicates an entire onsite resource to your overall satisfaction. Your PRM will be responsible for visiting your office multiple times per year for follow-up training (for both your staff and public users), as well as anything else that is required to ensure your complete satisfaction.
Response to Exhibit B: County Responsibilities

Fidlar acknowledges all County Responsibilities listed in Exhibit B of the RFP. We would like to add the following line item:

(15) Provide written authorization from County’s current Land and Vital Record Management Software Company to allow successful offeror access to all County data and images related to the scope of this project. This includes the ability to copy all data and images for a successful data conversion into the new program.

Response to Exhibit D: Successful Offeror’s Responsibilities

Fidlar acknowledges all Successful Offeror’s Responsibilities listed in Exhibit D of the RFP and does not have additional responsibilities to add.

Response to Exhibit E: Assumptions

Fidlar acknowledges all Assumptions listed in Exhibit E of the RFP and does not have additional assumptions to add.

Response to Exhibit F: Change Control Procedures

Fidlar acknowledges all Change Control Procedures listed in Exhibit F of the RFP and will comply with the process outlined.
Proposed Method of Performance

Project Completion Deliverables:
Electronic Files of Final Recorder of Deeds Land and Vitals Software Documentation

Fidlar has provided the following electronic files on the USB flash drive included with our RFP response. All of the files can be found in the folder named: **Project Completion Deliverables**

- Workflow Analysis
- Conversion Deliverable
- Training Deliverable
- AVID Bastion Technical Details
References

Over the past 3 years, Fidlar has project managed and installed our software solutions in the following number of new counties in the States we serve:

2017 – 12 new Counties
2018 – 12 new Counties
2019 – 13 new Counties
2020 – 2 new Counties (so far)

The following references had our AVID Land Record Solution installed within the past 3 years, and are similar in scope to St. Charles County, MO.

1. DuPage County, IL Recorder
   421 North County Farm Road
   Wheaton, IL 60187

   Fred Bucholz, County Recorder
   fbucholz@dupageco.org
   (630) 407-5400

2. McHenry County, IL Recorder
   2200 North Seminary Avenue
   Woodstock, IL 60098

   Joseph Tirio, County Clerk & Recorder
   jtitirio@co.mchenry.il.us
   (815) 334-4110

3. Winnebago County, IL Recorder
   404 Elm Street
   Room 405
   Rockford, IL 61101

   Nancy McPherson, County Recorder
   recorder@wincoil.us
   (815) 319-4325
4. Sangamon County, IL Recorder  
   200 S 9th Street  
   Room 211  
   Springfield, IL 62701

   Josh Langfelder, County Recorder  
   joshl@co.sangamon.il.us  
   (217) 535-3150

5. Grant County, IN Recorder  
   401 South Adams  
   Marion, IN 46953

   Kathy Foy, County Recorder  
   kfoy@grantcounty.net  
   (765) 668-6552
Investment Proposal

**AVID and APEX LifeCycle**

Within the terms of this proposal, the St. Charles County Recorder of Deeds Office would enter into Fidlar’s Exclusive LifeCycle Program. With LifeCycle, St. Charles County can look forward to the following benefits:

- All new software products during the contract period
- All software maintenance
- Unlimited LIVE product support
- All software product upgrades
  - Enhancements
  - State-mandated legislative changes/fixes
- All Community Outreach Products

**Implementation Fees**

With regard to our implementation services it is important to note: *Fidlar does not impose a time limit on installation, conversion, and training. This means if you your office needs additional resources in order to complete an installation or conversion to your satisfaction, it will be done at no additional charge. Also, Fidlar does not set an hourly limit on training. This means if you wish for more training before or after you go live, there will be no additional charge.*

- Implementation services include:
  - Workflow
  - Installation/Testing
  - Conversion
  - Training (both within your office and to public users)
# SOFTWARE AND SERVICES PRICING PAGE

<table>
<thead>
<tr>
<th>Fidlar Technologies Product</th>
<th>Service Description</th>
<th>Included/Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LifeCycle Software</strong></td>
<td><strong>Subscription</strong></td>
<td><strong>$95,000 / Annual</strong></td>
</tr>
<tr>
<td>AVID Land Records Software</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>APEX Integrated Marriage License Software</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>eRecording</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>SSN Redaction</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Assisted Indexing (iNSPECT)</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Scheduled Reporting</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Public Workstation Searching</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Iris</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Anchor</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Swift</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>PIIntegrity</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Future LifeCycle Software Modules</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Software Maintenance &amp; Support</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited Support / Annual Maintenance</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>System Upgrades / Regulatory Updates</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Remote Access Software</strong></td>
<td><strong>Included</strong></td>
<td></td>
</tr>
<tr>
<td>Laredo</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Tapestry</td>
<td>Included</td>
<td>($50,000)</td>
</tr>
<tr>
<td>Monarch</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Community Outreach Products</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Fraud Alert</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Honor Rewards</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Implementation</strong></td>
<td><strong>$150,000 / One-Time</strong></td>
<td></td>
</tr>
<tr>
<td>PIIntegrity Data Conversion</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>Land and Vital Record Data/Image Conversion</td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Project Management, Installation, Testing, &amp; Training</td>
<td>$105,000</td>
<td></td>
</tr>
<tr>
<td><strong>Server &amp; Workstation Hardware</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Not Included</td>
<td></td>
</tr>
<tr>
<td><strong>Bastion Hosting Service</strong></td>
<td>(optional full hosted solution)</td>
<td><strong>$48,000 / Annual</strong></td>
</tr>
<tr>
<td></td>
<td>$95,000 – Annual LifeCycle¹</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less $50,000 Tapestry revenue that Fidlar will guarantee annually</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Net LifeCycle amount of</strong></td>
<td><strong>$45,000 / Annual</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$150,000 – One-time Implementation</strong></td>
<td></td>
</tr>
</tbody>
</table>

¹ Tapestry is a remote access website that reaches a national audience. Fidlar offers this exclusive website with over 250 county partners. Nothing else like this exists in the market and serves two very important market segments: the infrequent searcher who does minimal searches within a County and can’t afford higher priced subscription plans and the big business searcher that relishes...
in the fact that they can get access to so many counties in one spot. **Fidlar will guarantee St. Charles County $50,000 of annual revenue generated from Tapestry.** This guarantee is contingent upon the county not offering a free alternative search product or future legislative changes that may impact the functionality of Tapestry.

2 The $6,000 annual maintenance fee that St. Charles County pays for Property Fraud Alert would no longer be invoiced. PFA would be an included service with the LifeCycle Software Subscription.

3 **Bastion Hosting pricing on this proposal is informational and not included in the TOTALS. Pricing is based on the County’s current storage of 1.268 TB. The annual fee increases $1,800 per year for every 50 GB of storage.**

**SOFTWARE AND SERVICES PRICING PAGE** *(example payment schedule)*

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Total Maximum Fixed Fee</th>
<th>Payment Upon Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Signing</td>
<td>$150,000 (Implementation fee)</td>
<td>25%</td>
</tr>
<tr>
<td>First Onsite Workflow Visit</td>
<td>$150,000 (Implementation fee)</td>
<td>25%</td>
</tr>
<tr>
<td>Live Date</td>
<td>$150,000 (Implementation fee)</td>
<td>50%</td>
</tr>
<tr>
<td>Live Date</td>
<td>$95,000 (Annual LifeCycle fee)</td>
<td>100%</td>
</tr>
</tbody>
</table>

All terms and pricing on this proposal are **valid for one year** from the date of receipt by St. Charles County.

The above payment schedule and terms are negotiable upon the final award of the proposal and contract.
Exhibits: G, H, I
Exhibit G:
Notarized Affidavit

A signed and notarized Affidavit of Work Authorization is included in the St. Charles RFP packet. Our submission includes one original and two copies. A copy of Fidlar’s E-Verify MOU Signature Page has been included in the Requested Documentation that follows in this proposal response.

Exhibit H:
Audit Clause for Contracts / Examination of Records

A signed Audit Clause for Contracts / Examination of Records is included in the St. Charles RFP packet. Our submission includes one original and two copies.

Exhibit I: Non-disclosure Agreement

A signed and notarized Non-disclosure Agreement is included in the St. Charles RPF packet. Our submission includes one original and two copies.
Network & Security Questions
On-Premise Solution

Network Connectivity Review

1. How is Network Connectivity established with this application? (VPN, Browser, Carriers, resides on solely County Network, etc.)

   **Answer:** Fidlar software applications are client based. Network connectivity is established from client to server via web services communicating from the end user client application to the server(s) and thereby SQL.

2. Protocols and Routing: Please provide additional information if there are any special considerations including below:
   - Firewall Access Rules
   - Encryption
   - Static addresses
   - Port Exceptions
   - Dedicated Carrier or leased circuits routing requirements
   - Domain or network segmented

   **Answer:** Special considerations: in an on-premise solution, specific to remote access to Laredo and Tapestry for users outside the Recorder building, a static address will need to be provided. No encryption is required but is supported in the case the client has their own active and maintained server certificate.

3. Any use of dedicated P2P hardware appliances?

   **Answer:** No use of P2P hardware appliances in Fidlar application environments is required or implemented by Fidlar.

4. What is the expected data throughput from client to server?

   **Answer:** Expected data throughput from the client to the server is from approximately 1 to approximately 300kb per request. Client may make multiple requests per transaction, but most all will hover in the 1 to 2kb range.

5. How is network authentication / credentialing handled?

   **Answer:** No network authentication is necessary; client application credentialing is handled within the Fidlar applications by the Recorder upon training completion.

6. Are there any certificate or proxy requirements?

   **Answer:** Fidlar software has no certificate or proxy requirements.
**Solution Hosting Review**

1. Identify server footprint required and server roles needed (web, database, file, etc.)
   
   **Answer:** Fidlar applications are configured in a two-server environment. Server roles will include IIS (Web Server) and SQL Server.

2. Identify server hardware profile requirements – compute, memory, local storage
   
   **Answer:** A Fidlar configured server would have minimum requirements of 16 GB of RAM and at least a six core CPU. Local storage requirements are heavily dependent on client document volume and existing repositories of digitized data and images. At minimum, Fidlar server-side applications themselves require approximately 1.5 GB of space, limited to application files only.

3. Identify server operating system requirements
   
   **Answer:** Fidlar prefers Windows Server 2019. However, we are supported on all Windows Server OS including and after Windows Server 2012 R2.

4. Identify any database software requirements
   
   **Answer:** Fidlar prefers SQL Server 2019. However, we are supported on all Microsoft SQL Server versions 2012 or newer.

5. Virtualized high availability cluster supported?
   
   **Answer:** Fidlar applications support virtualization.

6. Azure and AWS cloud supported?
   
   **Answer:** As long as we are presented operating systems with the necessary specifications; we can operate in any environment from physical servers to cloud hosted solutions.

7. Identify key application services, executables and prerequisites that might be deployed.
   
   **Answer:** Fidlar applications are dependent on several pre-requisite software’s on both the client and server side, including Microsoft .Net Frameworks 2, 3.5 and 4.x, redistributable components of Crystal Reports, as well as some redistributables of SQL and Microsoft Visual Studio.
8. Identify key windows service or component features needed and any interdependencies.

   **Answer:** Fidlar is reliant on Microsoft IIS.

9. Identify Local server configurations needed - accounts, firewall exceptions, file shares, etc.

   **Answer:** A local administrator account will be required for purposes of installing and configuring all of the server-side applications. Fidlar also requires a service admin account to be used for purposes of running both Windows services as well as web service application pools. The service account should have access to any shares to Recorders image repositories that may exist with both read and write permissions.

10. Identify any run time engine/container or stack technology required such as Tomcat or JVM

    **Answer:** Fidlar applications do not require interaction with any runtime engines or stack technologies.

11. Identify any authentication services such available as LDAP or SAML

    **Answer:** Fidlar applications do not require interaction with any authentication services such as LDAP/SAML.

**Storage and Backup Review**

1. Describe solutions enterprise storage needs. (number of data disks, size, etc.)

   **Answer:** Your data, related to the Fidlar infrastructure set up, is really dependent upon your wishes. All data can be stored locally on the servers OR can be stored on enterprise storage solutions.

2. Describe storage size requirements and anticipated storage size in 5 years, 10 years.

   **Answer:** We recommend that St. Charles start with at least 3 TB of storage space and estimate an annual increase of up to 50 GB of storage per year. This amount can increase at a faster pace if the County performs any back-scanning projects.

3. Describe file system shares or dedicated volumes needed.

   **Answer:** Fidlar applications require a dedicated volume for all Fidlar application databases as well as all images currently existing in the County Recorder’s image
repository IF those images are not currently housed on a network accessible storage solution that can be made available to the Fidlar applications as mentioned in the Solution Hosting section, item 9.

4. Describe any recommended record retention, archival or data purge practices.

**Answer:** The data in the Recorder’s office is required to be retained in perpetuity. Therefore, if the infrastructure is housed at the county, robust backups will need to be undertaken. If you choose to go with Bastion (Fidlar hosted offering) details of live journaling, backups, and retention will be laid out in the SaaS Solution Review.

5. Describe recommended backup policy and method.

**Answer:** When it comes to backup policy, that is for the Recorder and IT to determine in an infrastructure maintained by the county. The purpose of the Recorder’s office is to store records in perpetuity as well as allow for access to those stored records. In today’s world with the expectation of immediacy, it is our recommendation that live journaling practices be employed that allows for recovering within minutes.

We will cover our backup policies within our SaaS solution in the SaaS solution section.

6. Describe adjustments required to running the solution with enterprise backup appliances.

**Answer:** We are unaware of adjustments necessary for enterprise backup appliances.

7. Describe any tiered data management requirements.

**Answer:** No tiered data management solutions are recommended or required by Fidlar applications.

8. Describe recommended RPO and RTO.

**Answer:** RPO/RTO needs to be defined by the Recorder. We could argue that RPO should be measured in minutes and RTO wouldn’t be too far behind. However, especially with an On Prem infrastructure, we would leave those decisions up to the Recorder and IT.

When it comes to our Bastion Hosted solution, RPO is measured in minutes (less than 1 hour) and RTO is measured in hours (less than 8 hours).
9. Solution can be backed up using Volume Shadow Copy and SQL Management Studio?
   
   **Answer:** Fidlar applications can be backed up using Volume Shadow Copy and SQL Management tools.

### Solution Security Review

1. How does the solution utilize encrypted authentication methods such as SSL for web front ends?
   
   **Answer:** Fidlar applications that require external access from the server can use SSL for web service access. This will require the County network administration to provide and maintain a valid SSL certificate to be used to encrypt traffic.

   If you choose to go with Bastion, Fidlar provides the certificates and all external communication occurs via SSL.

2. How does the solution encrypt data at rest?
   
   **Answer:** At the hardware level of Bastion, our SAN & NAS solution encrypt all data at rest.

3. How does the solution hash or encrypt all stored passwords and credentials?
   
   **Answer:** Fidlar application passwords are encrypted and stored using AES encryption.

4. How does the solution use role-based access defined by the system administrator and can accommodate least privileged?
   
   **Answer:** Role based access to Fidlar applications is not a Fidlar requirement, rather it is left to the discretion of the Official/IT administration and its policies within the County to deploy/grant. Role based selection is done within the Fidlar applications.

5. How does the solution comply with all Federal law regarding PHI, and CJIS data?
   
   **Answer:** No health records are stored within Fidlar software. Any PI is protected within Fidlar’s secure infrastructure (in regards to Bastion).

6. Describe the procedure to identify security vulnerabilities in testing and production.
Answer: At Fidlar, we go through 3rd party penetration testing, both internally and externally on an annual basis. All findings are reviewed and implemented based on risk analysis.

7. Have development standards been established to address secure coding practices?

Answer: We are aware of the OWASP top 10. Just like with any cyber security concerns, our practices are always evolving.

8. Describe the procedure to identify security vulnerabilities in testing and production for mobility users.

Answer: At Fidlar, we go through 3rd party penetration testing, both internally and externally on an annual basis.

9. How does this system handle trusts, SSO or multi factor authentication?

Answer: Authentication within Fidlar software is handled by the software applications itself.

SaaS Solution Review

1. Does the vendor have failover, redundant or geographically dispersed hosting? Please describe.

Answer: Fidlar’s Bastion hosted solution is maintained in our data center in Altoona, Iowa. You can find details on the facility at the following: https://www.lightedge.com/data-centers/des-moines-data-center/

We rent server space, power, and bandwidth. All equipment within the datacenter is owned and managed by Fidlar. We are an EMC shop and will gladly lay out the detail of the equipment infrastructure if you would like.

We journal in a live environment both at the local facility and to a secondary site in New Jersey. These journals have a 30 – 60-day retention. We also do traditional backups twice a day and store in both facilities with 30 – 60-day retention.

In the event of failure in the IA datacenter, we can flip the switch, change DNS and have you back operational in the New Jersey data center within hours with no data loss.

Our RPO with Bastion is measured within minutes (less than 1 hour) and our RTO is less than 8 hours.
2. Does the vendor host production data themselves or use a public cloud hosting service? Please describe.
   
   **Answer:** Our system is hosted in a private cloud maintained by us.

3. Does the datacenter have redundant power and cooling systems?

   **Answer:** The data centers use multiple power entries in ring configuration, uninterrupted power supplies and onsite diesel-powered generators. Redundant cooling systems are implemented and monitored in each data center facility.

4. Does the hosting environment have multiple carriers or network redundancy?

   **Answer:** Yes, data center facilities and equipment are monitored by Network Operations Center (NOC) staff 24/7/365 with multiple data network carrier access and networking equipment.

5. How is physical access to the hosting environment monitored and managed?

   **Answer:** The data center co-lo facilities are accessed and controlled 24/7/365 by closed-circuit TV, dual door man-trap entrance, pass card security, and biometric access points.

6. How is the network secured?

   **Answer:** Our Bastion network is secured using industry leading Load Balancers and firewalls, integrated intrusion detection/intrusion prevention systems, with AV, malware and URL filtering that continually learns via AI. Proper VLANs are in place to segregate important segments within our network. Fidlar employs software to guarantee all 3rd party software is patched and up to date at all times and Fidlar is PCI compliant.

7. What network connectivity speeds should be expected.

   **Answer:** Fidlar’s data center network experiences speeds of 100+Mbps both up and down commonly and reliably. For St Charles to operate on Bastion, they would need to allow no less than 5 MB up/down out of the County.

8. What are the System Availability SLAs?

   **Answer:** Data center SLAs can be provided upon request if the county chooses to move forward with Bastion.

9. Describe the methods which can be used to access the application: VPN, browser, ODBC, etc.
**Answer:** Fidlar applications are client and web based and access the Fidlar server-side system in the same manner as an on-premise solution. In our Bastion hosted environment, all Fidlar web services used for application access are encrypted using SSL.

10. If accessed by a web browser, describe any objects required to be downloaded or installed for system use.

**Answer:** The web based Fidlar applications, Tapestry and PFA services are provided to the general public for remote access via web browser. No downloads are required or installed.

11. Any special network configurations required of the SCC Network for system access.

**Answer:** There are no special network configurations required for any Fidlar applications.

12. How does the solution utilize encrypted authentication methods such as SSL for web front ends?

**Answer:** All Fidlar client applications are secured using SSL for web service access to server-side applications.

13. How does the solution encrypt data at rest?

**Answer:** Data at rest encryption is provided on all storage by hardware-based, AES 256-bit encryption.

14. How does the solution hash or encrypt stored passwords and credentials?

**Answer:** Stored passwords are encrypted using AES.

15. How does the solution use role-based access defined by the system administrator and can accommodate least privilege?

**Answer:** Role based access to Fidlar applications is not a Fidlar requirement, rather it is left to the discretion of the Official/IT administration and its policies within the county to deploy/grant access. Role based selection is done within the Fidlar applications.

16. How does the solution comply with all Federal law regarding PHI, and CJIS data?

**Answer:** No health records are stored within Fidlar software. Any PI is protected within Fidlar’s secure infrastructure (in regards to Bastion).
17. Describe the procedure to identify security vulnerabilities in testing and production.

**Answer:** At Fidlar, we go through 3rd party penetration testing, both internally and externally on an annual basis. All findings are reviewed and implemented based on risk analysis.

18. Have development standards been established to address secure coding practices.

**Answer:** We are aware of the OWASP top 10. Just like with any cyber security concerns, our practices are always evolving.

19. Describe the procedure to identify security vulnerabilities in testing and production for mobility users?

**Answer:** At Fidlar, we go through 3rd party penetration testing, both internally and externally on an annual basis.

20. How does this system handle trusts, SSO integrations or multi factor authentication?

**Answer:** Authentication within Fidlar software is handled by the software applications itself.

Our responses to The Organizational Security Self-Assessment is included in the St. Charles RPF packet.
Requested Documentation

- E-Verify MOU Signature Page
- Certificate of Insurance
- Veteran Friendly Employment Policies
Approved by:

<table>
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**Department of Homeland Security – Verification Division**

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# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 1/27/2020

**Producer:** Hub International Iowa dba Ruhl & Ruhl Insurance  
212 Brady Street, Suite 4B  
Davenport IA 52801

**Contact Name:** Laura A. Foust, CPCU, AAI, CISR, CRIS  
PHONE: 563 324 1981  
FAX: 563 324 3410  
E-MAIL: laura.foust@hubinternational.com

**Insured:**  
Fidlar Technologies, Inc.  
350 Research Parkway  
Davenport IA 52806

**Coverages**  
**Certificate Number:** 1387945131  
**Revised Number:**

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<th>Index</th>
<th>Type of Insurance</th>
<th>Additional Information</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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| A     | COMMERCIAL GENERAL LIABILITY | CLAIMS-MADE | ZLP11N41030 | 7/15/2019 | 7/15/2020 | EACH OCCURRENCE: $1,000,000  
DAMAGE TO RENTED PREMISES (EA occurrence) $300,000  
MED EXP (Any one person) $10,000  
PERSONAL & ADV INJURY $1,000,000  
GENERAL AGGREGATE $2,000,000  
PRODUCTS - COMPOG AGG $2,000,000 |
| B     | AUTOMOBILE LIABILITY | ANY AUTO  
OWNED AUTOS ONLY  
SCHEDULED AUTOS  
HIRED AUTOS ONLY  
NON-OWNED AUTOS ONLY | BA3736R349 | 7/15/2019 | 7/15/2020 | COMBINED SINGLE LIMIT (EA accident) $1,000,000  
BODILY INJURY (Per person) $  
BODILY INJURY (Per accident) $  
PROPERTY DAMAGE (Per accident) $  |
| A     | UMBRELLA LIABILITY | OCCUR  
CLAIMS-MADE  
RETENTION $11,000 | CUP1L274289 | 7/15/2019 | 7/15/2020 | EACH OCCURRENCE: $5,000,000  
AGGREGATE: $5,000,000  
|
| A     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/OWNER/EXCLUDED (Mandatory in NH) | U86K916026 | 7/15/2019 | 7/15/2020 | E.L. EACH ACCIDENT $500,000  
E.L. DISEASE - EA EMPLOYEE $500,000  
E.L. DISEASE - POLICY LIMIT $500,000 |
| A     | Cyber | ZPL14S38246 | 7/15/2019 | 7/15/2020 | Limit: $5,000,000 |

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**  
Certificate holder is included as an additional insured under General Liability when agreed in a written contract, subject to policy terms, conditions and exclusions. Coverage is primary and non-contributing. A Waiver of subrogation applies to the Workers Compensation, General Liability and Automobile Liability policies in favor of the additional insureds when agreed in a written contract, subject to policy terms, conditions and exclusions. The Umbrella follows form. A 30 Day Notice of Cancellation applies in favor of the certificate holder.

**Certificate Holder:**  
St. Charles County Finance Department  
201 North Second Street Room 541  
St. Charles MO 63301

**Cancellation:**  
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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The ACORD name and logo are registered marks of ACORD.  
ACORD 25 (2016/03)
4.2-d  Holidays

Fidlar Technologies offers regular employees 10 paid holidays each year. Each year Fidlar will release a calendar for which dates are actually observed, with exception of the Birthday Holiday.

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day
- Your Birthday - if falls on Saturday, observed the Friday prior, if falls on Sunday, observed on Monday after. If falls on other company holiday, observed on the nearest working day to actual birthday.*

Fidlar Technologies offers all Veterans of the US Armed Forces an additional holiday of Veteran’s Day, as observed.

Regular employees scheduled to work less than 40 hours per week must confirm with their manager and Human Resources how their holidays will be observed and paid, but should expect holidays to be pro-rated to accurately reflect their schedules.

Employees wishing to observe different religious holidays may request time off in advance, however they must either make arrangements to trade a company-observed holiday or must use accrued Paid Time Off or unpaid time to observe the holiday.

Working on a Holiday (not including Your Birthday)
To ensure proper business coverage to our customers or to meet department deadlines, employees may be required to work on an observed holiday. Any exempt employee required to work a full day on a holiday will receive compensation in the amount of 2 days off for each holiday worked. Any non-exempt employee required to work on a holiday will receive double time for all hours worked on the holiday.
4.2-f Military Leave

Members of the National Guard and Military Reserves will be granted an unpaid military leave of absence to participate in annual encampment, emergency service or training. During this period, employee benefits shall remain unchanged.

An unpaid military leave of absence will be granted if an employee enlists, is inducted or is recalled to active duty in the Armed Forces of the United States, for a period of up to five years. The Uniformed Services Employment and Reemployment Rights Act (USERRA) shall govern reemployment rights of employees called to active duty. Employees called to active duty may choose to continue medical and dental insurance.

Return to the Table of Contents
7. ADDITIONAL SERVICES

(a) **Backups.** We will maintain a backup environment which will occur in accordance with our Bastion Hosting Agreement.

(b) **Server Operations.** We will be responsible for operational support of server(s) within our environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance.

(c) Security Operations. We will be responsible for updates to firewalls, integrated intrusion detection/intrusion prevention systems, with AV, malware and URL filtering within our environment.

8. DATA OWNERSHIP
You own the data stored and processed on the Base System. During normal support, we will be exposed to this data and will take all measures to ensure the confidentiality of the data.

9. APPLICABILITY
The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

10. FORCE MAJEURE
You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.
LEGAL NOTICE

REQUEST FOR PROPOSAL

RFP 20-035

For

Recorder of Deeds Land and Vitals Software

ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI

St. Charles County is seeking proposals from qualified IT service providers to provide Recorder of Deeds Land and Vitals Software. The County reserves the right to terminate the RFP process for any reason at any time and post notification of such decision on the same website where this RFP is posted. Check the County's website frequently for updates and any notifications that may be issued pertaining to this RFP.
Table of Contents

ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS ........................................ 4
ARTICLE 2 - CERTIFICATIONS BY OFFEROR .................................................................... 6
ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE ...................................... 7
  1. RFP Purpose ............................................................................................................ 7
  2. Background ........................................................................................................... 7
  3. RFP & Submittal of Proposals Timeline .................................................................. 7
ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD .............. 8
  1. Scope of Work ...................................................................................................... 8
  2. Current Environment .......................................................................................... 9
  3. Specific Services ................................................................................................ 10
  4. Deliverables ........................................................................................................ 11
  5. Assumptions ....................................................................................................... 12
  6. Change Control Procedures ................................................................................ 12
  7. Contract Period .................................................................................................. 12
  8. Renewal Option ................................................................................................... 12
ARTICLE 5 – SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS ............. 13
  1. Submission of Proposals .................................................................................... 13
  2. Mandatory Elements ......................................................................................... 13
  3. Proposal Life ...................................................................................................... 15
  4. Proposals Subject to Open Records Law ............................................................ 15
  5. Clarification of RFP Terms ................................................................................ 16
  6. Interview Conference ........................................................................................ 16
  7. Official Position of the County ........................................................................... 16
  8. Mandatory Documentation For Responsive Proposal ................................. 16
Checklist of Required Documentation ................................................................... 17
ARTICLE 6 - EVALUATION FACTORS AND PROCESS ............................................... 18
  1. Evaluation criteria ................................................................................................ 18
  2. Evaluation process .............................................................................................. 18
ARTICLE 7 - GENERAL TERMS AND CONDITIONS .................................................. 19
  1. Agreement Components ..................................................................................... 19
  2. Status as Independent Contractor .................................................................... 20
  3. Subcontractors ................................................................................................... 20
  4. Employment of Unauthorized Aliens Prohibited ............................................ 20
5. Law of Missouri to Govern...............................................................................21
6. Venue...........................................................................................................21
7. Ownership of Records...................................................................................22
8. Release to Public/Confidentiality...................................................................22
9. Conflict of Interest........................................................................................22
10. Indemnification............................................................................................22
11. Insurance.....................................................................................................22
12. Non-Appropriation.......................................................................................23
13. County’s Right to Terminate for Convenience............................................23
14. Examination of Records...............................................................................23
15. Veteran Friendly Employment Policy..........................................................24

PRICING PAGE..................................................................................................25

LIST OF EXHIBITS:

Exhibit A – Resulting Agreement
Exhibit B – County Responsibilities
Exhibit C – Current Department Workflow
Exhibit D – Successful Offeror’s Responsibilities
Exhibit E – Assumptions
Exhibit F – Change Control Procedures
Exhibit G – Affidavit of Work Authorizations
Exhibit H – Audit Clause for Contracts / Examination of Records
Exhibit I – Non-Disclosure Agreement
Exhibit J – Network and Security Questions
ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this Request For Proposal (RFP) for a Recorder of Deeds Land and Vitals Software seeking and inviting proposals from firms that are qualified, able and willing to provide the services described herein to St. Charles County, Missouri (“County”).

Proposal Instructions

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

One [1] signed original and two [2] signed copies of the proposal, along with an electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked “Sealed Proposal #20-035 for Recorder of Deeds Land and Vitals Software” with the due date and time of the proposal in the lower left corner of the envelope.

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

Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to 2/12/2020 at 2:00 pm.

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

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

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

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

The County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
The successful Offeror is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

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

**Proposal Inquiries**

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

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

kmandernach@sccmo.org

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

All questions must be received no later than **3:00 PM on 1/29/20**. Any question received after this deadline may not be answered. Responses to questions/clarifications will be provided by **3:00 PM on 2/4/20**, and placed on the County’s website [http://www.sccmo.org/Bids.aspx](http://www.sccmo.org/Bids.aspx). Check this website frequently for updates and any addendum that may be issued.

**Prohibited Communication**

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

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

[Remainder of this page intentionally left blank.]
ARTICLE 2 - CERTIFICATIONS BY OFFEROR

➢ The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.

➢ The Offeror shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.

➢ The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.

➢ By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:

✓ The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication or agreement with any other Offeror as to any matter relating to such price terms; and

✓ The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

✓ The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: Fidlar Technologies
Authorized Signature of Offeror: [Signature]
Date of Proposal: 02/07/2020
Printed or Typed Name: Alex Riggen
Mailing Address: 350 Research Parkway
City: Davenport State: IA Zip: 52806
Telephone: 563 345-1255 Fax: 563 345-1201
Electronic Mail Address: alexr@fidlar.com
ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

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

2. **Background**: St. Charles County is the third largest county in Missouri with a population of almost 400,000 residents. The Office of the Recorder of Deeds maintains public records and documents, including those pertaining to land ownership, federal and state tax liens, marriages, and military discharges. This project is to fully implement a new records management system for the Recorder’s office which includes conversion of all existing indexed information and image repositories. The expected go-live of the new system is anticipated to be Q4 of 2020.

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

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/29/2020</td>
<td>Deadline for inquiries to be submitted, Prior to 3:00 PM</td>
</tr>
<tr>
<td>2/4/2020</td>
<td>Responses to proposal inquiries provided</td>
</tr>
<tr>
<td>2/12/2020</td>
<td>Deadline for submission of proposals, Prior to 2:00 PM</td>
</tr>
<tr>
<td>3/2/2020</td>
<td>Offeror interviews if necessary</td>
</tr>
</tbody>
</table>

[Remainder of Page Intentionally Left Blank.]
ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES, CONTRACT PERIOD.

1. **Scope of Work:** The Offeror agrees to provide the County with a software system to support the St. Charles County Recorder of Deeds and their business practices for maintaining public records and documents, including those pertaining to land ownership, federal and state tax liens, marriages and military discharge. The proposal should include a turn-key solution and software, a full project plan and implementation, a data conversion from the Recorder of Deeds legacy system, hardware requirements, project management throughout the life of the project and annual maintenance and support.

   The system must provide the ability to record documents submitted through mail, in person, and electronically through standard e-recording platforms. This system must be capable of indexing document information with optical character recognition (OCR) assistance and contain a second step to verify the indexed information. There must be a mechanism to reject and log documents that do not meet recording standards. There must be a queue-based system that easily allows the documents to move from one process to the next and to be released if it is held by a user that becomes inactive or is no longer logged in.

   The system must utilize Microsoft SQL Server 2016 Service Pack 2 or greater and be capable of scanning and storing images in a TIF format. The software should allow for the exporting of images and index information and must be capable to interface into the County's Kodak (Imagelink) Microfilm system.

   There must be the ability to accept various forms of payment such as cash, check, escrow accounts, and credit cards as well as the ability to calculate and charge different fees based on percentages and quantities. The system should contain the ability to also use escrow accounts as payment forms and allow for easy reloading of these accounts.

   The system should allow for automated and manual reporting methods in common formats such as CSV and/or PDF. Reporting delivery options should include automated scheduled reporting.

   Examples of current reporting:
   - Daily: Cashering, Payments by check number, Fee summaries
   - Monthly: Marriage licenses, Cashering transactions, Financial, and Escrow summaries
   - Adhoc: staff workflow

   There should be a vendor supplied e-commerce web portal for the public and other county users to easily access recorded documents, obtain digital copies, and search historical records. The system should have the ability to e-certify documents provided through the portal. The portal should also allow for user subscription and a la carte purchasing options. The e-commerce portal should include the ability to run standard and custom reports for usage.
2. **Current Environment:**

A. **Hardware**
   - (21) Staff Workstations
     - i5-6500 3.2 GHz, 8gb Ram, Windows 7 Enterprise
     - (18) Single Monitor Standard Display (Dell P2717H)
     - (3) Staff administrators have dual monitor setups
   - (16) Zebra Label printers
     - (9) lp 2844
     - (6) gc420d
   - (6) Public Research Kiosks
     - i5-6500 3.2 GHz, 8gb Ram, Windows 7 Enterprise
     - Single Monitor Standard Display (Dell P190St)
   - (1) Imagelink i9600 Input Processor (Microfilm Lab)
   - (1) Imagelink 9620 Archive Writer (Microfilm Lab)
   - (1) Imagelink Archive Processor (Microfilm Lab)
   - (1) Lanier LW426 large format scanner (Copy Center)
   - (1) Toshiba e-studio 5018A (Copy Center)
   - (1) HP p2055dn (Marriage Licensing)
   - (1) HP p4014dn (Marriage Licensing)
   - (1) HP P4014dn (Cashier)
   - (1) Phaser 3600 (Land Records)

B. **On Premise Servers (Microsoft Hyper-V)**
   - Application Server (2008R2, Houses Application and 1.1 TB image repository)
   - Database Server (2008R2)
   - Web Server (2008R2)

C. **Hosted Servers**
   - Online Marriage application
   - Public Research Site: [https://stcharles.landrecordsonline.com/](https://stcharles.landrecordsonline.com/)

D. **Data**
   - 3.5 million indexed documents the majority from 1972 - present
   - 1TB TIFF T.6 image repository
     - 21,000 Historical index book images 1804 -1972 (Images indexed by year range(s), first letter of grantor/grantee surname)
     - 579,000 Historical land record images 1804-1972 (Indexed by book and page)
   - SQL 2008 database
     - 2018 - 88,000 recorded documents (2,350 marriage licenses)
     - 10-year average 96,000 recorded documents per year (2,362 marriage licenses)
E. Users
   - 18 named users within the Recorder's Office
   - 50 County users who utilize public research site
   - 190 escrow accounts

F. Interfaces
   - Fraud Alert (Fidlar)
   - E-Filing Vendors (Mobilis, Simplifile, CSC, EPN)
   - Kodak Microfilm system (Imagelink)

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

3. Specific Services: Qualified organizations are invited to submit a proposal describing their ability to carry out the services within the above stated scope of work. It is anticipated that successful Offerors will provide the following specific services:

A. Installation
   (1) Creation of hosted environment (if applicable)
   (2) Installation of required server application(s)
   (3) Installation of client application on staff workstations
   (4) Installation and configuration of required peripherals
      - Receipt printers
      - Scanners
      - Bar code printers
      - Check endorsers
      - Peripherals required for Marriage Licensing
   (5) Work with St. Charles County IS to create a Windows 10 image that will be rolled out to staff workstations on day of cutover

B. Conversion
   (1) To include all indexed information and images into new system
   (2) Setup of all staff user accounts
   (3) Keep the same instrument number going forward sequentially

C. Training, documentation and knowledge transfer
   (1) Onsite Staff training
      - Workflow
      - Public Portal
      - Reporting
      - List all training
   (2) Training material and onboarding plan for users of Public Search Website
D. Features
(1) Queue based system
(2) Automated workflows
(3) Ability to cashier and scan at any workstation
(4) Merchant services type integration
(5) E-certification
(6) Redaction mechanism
(7) Ability to index DD214 (Military Separation Documents) in separate repository
(8) Capture of Assesor’s Parcel Number, Parcel Identification Number, Assesor’s account number, or combination for future interfaces
(9) Single sign on
(10) SQL database active directory-based management groups
(11) OCR Assisted indexing with a second verification step
(12) Marriage Licensing component with pre-registration options
(13) Hosted web interface for public search, historical image purchasing, marriage licensing repository
(14) Interface with Kodak Microfilm system (Imagelink)
(15) Fraud Alert capabilities to notify property owners of possible fraudulent activity
(16) Automated and adhoc reporting

E. Annual service, maintenance and support
(1) Define service, maintenance and support in the proposal

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

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

A. Copies of all software and licensing information required for reinstallation (Server, Thick Client, Peripherals)

B. Documentation for the Installation, configuration, as well as training material for future staff members in an editable format

C. Database data dictionary

D. Onsite training, documentation, and knowledge transfer sessions
5. **Assumptions:** The assumptions listed in the Exhibit E – “Assumptions” attached hereto and made part of this RFP govern this transaction.

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

7. **Contract Period:** The Contract Period for the performance of the services described in this RFP shall commence on or before March 2020. It is expected all Work will be completed by December 2020. The successful Offeror to whom the contract shall be awarded, ("Successful Offeror") shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated in the Proposal in response to this RFP. The exact terms of the Proposal that are accepted by the County shall be outlined in the Resulting Agreement between the Parties.

8. **Renewal Option:** The County has the right, in its discretion, to renew this Agreement for up to three (3) additional one-year terms from October 2021 through October 2024, or any portion thereof ("Renewal Period") in accordance with and as provided in the Resulting Agreement.

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ARTICLE 5 – SUBMISSION OF PROPOSAL AND MANDATORY ELEMENTS

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

2. Mandatory Elements:

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

(1) General Information about your Organization
   (A) Company history
   (B) Number of years’ experience
       i. Counties in similar size to St. Charles County Missouri that utilize the proposed solution
       ii. Number of Counties in Missouri that utilize the proposed solution
   (C) Employees
       i. Number of Full Time Employees
          (A) Domestic
          (B) International
       ii. Number of Full Time Employees dedicated to help desk support

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

(1) Resumes of primary staff members who will be actively engaged in the Recorder of Deeds Land and Vitals Software services under this RFP and the Resulting Agreement.
(2) Resumes of management and other staff members capable and available to provide support to the primary staff in their completion of this project.
(3) Physical location of primary and secondary staff engaged in, and available to support the performance of the services under this RFP. It is the County’s preference that the Offeror staff assigned to the performance of the services under this RFP be located within 1 hour’s drive from the project site, given normal traffic conditions but not required. NOTE: The County is not responsible for travel, food or lodging expenses.

C. Proposed Method of Performance: Offeror shall provide the following information relating to the method of performance of the Services:
(1) Project Understanding:

(A) Describe your understanding of the requested scope, activities/tasks, implementation, quality assurance testing, and completion deliverables.
   i. Provide a project plan with sequence, resources, estimated effort, schedule and phases to best meet project requirements.
   ii. Provide a list of additional assumptions with a description of the contents

(B) Describe the County’s responsibility including but not limited to expected involvement with County personnel, information the County needs to provide for project success, and anticipated schedules.
   i. Provide a list of additional County Responsibilities during the project.
   ii. What do you need from County, how will you get that information (meetings, documents, diagrams) and when do you need that information and/or resources based on your proposed timeline

(C) Offeror will be responsible for completing the Recorder of Deeds Land and Vitals Software. Describe what information is expected in order to complete the Recorder of Deeds Land and Vitals Software project services.

(2) Project Completion Deliverables: Offeror shall provide:

(A) Electronic files of final Recorder of Deeds Land and Vitals Software service documentation for all network equipment.
   i. Network Diagrams of completed systems
   ii. All spreadsheets or other documentation created and/or filled out by the Offeror during the Recorder of Deeds Land and Vitals Software service process that may be beneficial to the County’s technical team.
   iii. Warranty information.

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

(C) Files shall be stored on a flash drive and delivered directly to the County’s Project Manager.

D. Customer References: Offeror shall list all completed projects of similar scope completed within the last 3 years. A minimum of five completed projects is required.
E. **Pricing Terms:** Offeror shall provide a Maximum Not to Exceed Price for the scope as outlined in this document. The successful Offeror will be responsible for performing all services listed in this RFP and Resulting Agreement within the stated price.

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

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

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

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

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

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

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

5. **Clarification of RFP Terms:** It shall be the Offerors’ responsibility to ask questions, request changes or clarification, or otherwise advise the County if any term of this RFP appears to be ambiguous, vague, overbroad, contradictory, and/or arbitrary,
or appear to inadvertently restrict or limit the proposal sought by this RFP to a single source.

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

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

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

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

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

[Remainder of this page intentionally left blank.]
Checklist of Required Documentation for Proposal Submittal

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

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ARTICLE 6 – EVALUATION FACTORS AND PROCESS

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

<table>
<thead>
<tr>
<th>Evaluation Criterion Description</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise, Experience and Qualifications</td>
<td>25</td>
</tr>
<tr>
<td>Capability, Availability, Reliability</td>
<td>10</td>
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<tr>
<td>Method of Performance</td>
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<tr>
<td>Customer References</td>
<td>15</td>
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<tr>
<td>Proposed Pricing Terms</td>
<td>10</td>
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<tr>
<td>Network and Security Questions</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total Potential Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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

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

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

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ARTICLE 7 - GENERAL TERMS AND CONDITIONS

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

1. Agreement Components: The Resulting Agreement between the County and the successful Offeror is comprised of and includes all the following documents: (a) this RFP No. 20-035 issued by the County, including any addenda (collectively referred to as "RFP"); (b) the successful Offeror’s proposal in response to the RFP (hereinafter, "Proposal"); (c) the post-award negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the post-award negotiated Contract in reverse chronological order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Ownership of Records:** All documents, reports, exhibits, etc., produced by the Offerors at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the successful Offeror’s work without payment of any royalties, fees, etc.

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

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

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

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

   A copy of Fidlar’s Certificate of Insurance has been provided in our proposal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copies of Fidlar's veteran friendly employment policies have been included in our proposal response.

[Remainder of this page intentionally left blank.]
### PRICING PAGE

See pages 51 & 52 in Fidlar's proposal for new SOFTWARE AND SERVICES PRICING PAGES

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Proposed Hourly Rate</th>
<th>Proposed hours for completion</th>
<th>Total Maximum Fixed Fee</th>
<th>Payment Upon Completion</th>
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<td>Project Total</td>
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</table>

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

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

---

Company Name: **Fidlar Technologies**

Offeror Printed or Typed Name: **Alex Riggen**

Mailing Address: **350 Research Parkway**

City: **Davenport** State: **IA** Zip: **52806**
Exhibit A

ST. CHARLES COUNTY
INFORMATION SYSTEMS SERVICES RESULTING AGREEMENT

[NOTE: This document is only a Draft and it is being provided with the RFP for information purposes only. A fully completed document shall be prepared upon award of the Contract pursuant to RFP No. 20-035 to the Successful Offeror/Consultant and shall reflect both parties’ agreement and input on the terms and conditions which will be included in the final fully executed Agreement].

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

WITNESSETH:

WHEREAS, the County issued RFP No. 20-035 seeking proposals from qualified IT service providers to provide the County with ____________________________ Services and the Consultant responded to the RFP No. 20-035 by submitting its Proposal; and

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

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

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

(1) SCOPE OF SERVICES:

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

(B) The specific services to be provided by the Consultant are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, and which also is referenced in RFP No 20-035.

(C) Components of the Agreement: The Agreement between the County and the Consultant is comprised of and includes all the following documents: (a) RFP No. 20-035 issued by the County, including any addenda (collectively referred to as "RFP"); (b) the Consultant's proposal in response to the RFP (hereinafter, "Proposal"); (c) this ____________________________ Services Resulting Agreement (hereinafter, "Services Agreement"), including all Exhibits, Schedules and Attachments, either attached to or incorporated into this Services Agreement by reference; and (d)
any changes to, amendments, modifications or supplementals of the Services Agreement in reverse chronological order.

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

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

   B. The terms set forth in the Services Agreement will prevail over a conflicting or inconsistent term between the RFP and the Services Agreement.

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

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

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

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

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

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

(5) **CONTRACT PERIOD:** The Contract Period for the performance of the services described in this RFP shall commence on or before ________, 2020. It is expected all work will be completed by ________, 2020. The Consultant shall perform any and/or all services listed herein as accepted by the County for the entire duration of the Contract Period on the pricing terms stated herein.

(6) **RENEWAL OPTION:** The County has the right, in its discretion, to renew this Agreement for up to One (1) additional one-year term from ________ through ________, or any portion thereof ("Renewal Period"). Should the County decide to exercise its right to renew the Agreement, the parties agree as follows:

(A) **Services and Fees:** Upon receiving notice of the County's intent to renew the Agreement, Consultant agrees to provide a new Quotation ("Renewal Quotation") to the County of the total cost of the services for the Renewal Period based on the estimated levels anticipated to be used and provided by the County at the same unit prices as in this Agreement. Upon acceptance and approval of the Renewal Quotation by the County, it shall serve as the governing pricing for the services to be provided during the Renewal Period, while this Agreement with all other documents incorporated hereunder, shall provide the terms and conditions governing the parties' relationship during the Renewal Period.

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

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

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

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

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

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

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

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

(14) **LAW OF MISSOURI TO GOVERN:** This Services Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Consultant shall comply with all local, state, and federal laws and regulations relating to this Services Agreement.
(15) **VENUE:** Any legal action, suit or proceeding brought by the Consultant in any way arising out of or relating to this Services Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and the Consultant irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Consultant shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Consultant irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Services Agreement or the subject matter hereof or thereof may not be enforced in and by such court.

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

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

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

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

(20) **INSURANCE:** The Consultant must maintain at all times during the Contract Period, and all subsequent Renewals as applicable, and provide copies of certificates of insurance documenting, the following coverages:
A. Worker's Compensation and Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than $1.0 million.

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

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

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

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

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

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

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

[Remainder of This Page Intentionally Left Blank.]
IN WITNESS WHEREOF, the Parties have entered into this Services Agreement on the date last written below.
Executed by Consultant the _____ day of ____________________, 2019.

Executed by the County the _____ day of ____________________, 2019.

ST. CHARLES COUNTY, MISSOURI

Signature: ___________________________ Signature: ___________________________

Printed Name: ______________________ Printed Name: _______________________

Title: _______________________________ Title: _______________________________

ATTEST:

Signature: ___________________________ Signature: ___________________________

Printed Name: ______________________ Printed Name: _______________________

Title: _______________________________ Title: _______________________________

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

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

________________________

Director of Finance

________________________

Date
Exhibit B

County Responsibilities

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

NOTE: Offeror must include additional County responsibilities in their proposal.
Exhibit C
Current Workflow attachments

1. (Mail) Document in Mail or in Person
- Mail Received
- Check Date, Amount, & Signatures
- Count Pages
- Staple Pages
- Write number of pages on top of document
- Reject if Requirement not met
- Check for correct payment amount

2. Mail Recording and *E-Recording
- Enter Return Information
- Tracking Information
- *Document Type
- *Number of Pages
- *Legal Page Number
- *Signature Page Number
- *Grantor & Grantee Names
- *Payment Information & Details
- Labels Print Number is Issued
- Cashier keeps receipt and mail recorder keeps envelope

3. Labeling
- Staples removed
- Labels applied to each page
- Transfer to Archivists

4. Archivists*
- Archivist book, page and quality
- Wait until book is full to export to Microfilm
- Import to Kodak system
- Print Microfilm

5. Copy Center
- QC Microfilm

6. Document Return
- Document signed out by Archivist
- Receipts and envelopes are merged. Originals are mailed back or customer is contacted to pickup

Archivists
- Documents visually inspected
- Scan
- Image Correction
- Release

Indexing
- *Index (Data Entry)

Verifying
- *Data Entry (Compare)
Exhibit C
Current Workflow Attachments (Continued)
Exhibit C
Current Workflow Attachments (Continued)
Exhibit D

Successful Offeror's Responsibilities

(1) Provide access to local Successful Offeror management as needed to resolve project issues; and

(2) Provide resources to complete the deliverables outlined in this RFP. The resources may work on-site to complete the deliverables defined in the Scope of Services for this RFP; and

(3) Maintain a log of issues and risks identified by the members of the project team or by project stakeholders, and report those issues and risks to the County within a week; and

(4) Conduct problem determination and resolution for errors encountered during the period of performance of this RFP; and

(5) Maintain a log of the problems encountered, and provide timely reporting of any problems that have a potentially significant effect on the project schedule; and

(6) Maintain a log of changes the County has requested against the specifications, work products, or services within the scope of this project; and

(7) Analyze requested changes for estimated impact on project schedule and budget, and provide that analysis to the County within ten (10) calendar days of the receipt of the request, or within a mutually agreed-upon timeframe; and

(8) Conduct periodic meetings with County personnel throughout the project lifecycle to discuss issues, risks, problems, changes, progress, and status; and

(9) Maintain a log of action items raised in the periodic status meetings, and provide that log as requested by the County; and

(10) Provide timely response to action items assigned to the Successful Offeror in periodic status meetings; and

(11) Complete the tasks and Deliverables enumerated herein.

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

Assumptions

(1) Office space and facilities will be available for Offeror personnel at the scheduled start of work; and

(2) All software required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will have current support licenses sufficient for the analysis and resolution of errors within that software. Offeror personnel with responsibility to correct or work around errors within the software will have access to problem resolution support from the software vendor. In such an event, the County will have discretion to limit the Offeror's access to the County's facilities; and

(3) All hardware and network facilities required for the operation, installation, conversion, and testing of the systems and applications within the scope of this project will operate without detectable error during the project, or will be repaired or replaced in a timely enough manner to allow the continuation of project work without significant schedule delays; and

(4) Adequate resources will be allocated by both County and Offeror to ensure all Project milestones are completed according to the final accepted Schedule; and

(5) Any requests of personnel to perform tasks outside the scope of normal maintenance will be subject to change control. Any such task request will be reported to the County for determination of how additional items will be performed; and

(6) Any resource that leaves the project will be replaced by the Offeror or change control will be used to resolve the reallocation of resources and possible time and cost issues that might result; and

(7) Requests for an increased level of service under the Resulting Agreement will require evaluation by the County to determine if change control is required for the Resulting Agreement.

NOTE: Offeror must include additional assumptions in their proposal.
Exhibit F

Change Control Procedures

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

(B) The County submits a written change request to the Successful Offeror to state the requirements of the request; and

(C) The Successful Offeror analyzes the cost and schedule impact of implementing the change and submits the estimates to the County for review. The estimates will include, at minimum:

(A) An overview of the work necessary to implement the change; and

(B) The estimated cost basis of resource hours and cost required to do the requested work, including additional travel expenses, if any; and

(C) The forecast effect that implementing the change will have on the project schedule.

(D) The County and Successful Offeror will meet to discuss and prioritize outstanding change requests and to approve plans and costs for change implementation.

(E) The Successful Offeror, working with the County, updates the current project plan and SOW to reflect the proposed changes.

(F) The County approves the revised project plan and SOW.

(G) The project team members implement the approved changes.
Exhibit G

AFFIDAVIT OF WORK AUTHORIZATION

Comes now Alex Riggen as Director first being duly
(Name) (Office held)

sworn, on my oath, affirm Fidlar Technologies is enrolled and will
(Company name)
continue to participate in a federal work authorization program in respect to employees
that will work in connection with the contracted services related to RFP 20-035 Recorder of Deeds Land and Vitals Software

(Describe project or insert RFP number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also
affirm that Fidlar Technologies does not and will not
(Company name)
knowingly employ a person who is an unauthorized alien in connection with the
contracted services related to the RFP 20-035 Recorder of Deeds Land and Vitals Software

(Describe project or insert RFP number)

for the duration of the contract.

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

Signature (person with authority) Alex Riggen
Printed name

Title Director

Date 2-7-20

Subscribed and sworn to before me this 7th of Feb 2020. I am
commissioned as a notary
Public within the County of Scott, State of IL, and
my commission expires on April 7th 2020.

Signature of Notary

Date 2-7-2020

RFP 20-036 Recorder of Deeds
Land and Vitals Software
Recorder
Page 41 of 55
Exhibit H

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE PROPOSAL

Audit Clause for Contracts
Examination of Records

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

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

Offeror Information

Company Name: Fidlar Technologies

Business Address: 350 Research Parkway
               Davenport, IA 52806

Business Hours: Monday - Friday 8 AM to 5 PM CST

Phone: (563) 345-1200                Fax: (563) 345-1201

Email address: alexr@fidlar.com

Contact Person: Alex Riggen

Authorized Signature: [Signature]

(Date) 2-7-20

(Indicates acceptance of all RFP terms and conditions)
Exhibit I

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (hereinafter "Agreement"), entered into this 7th day of February, 2020, is by and between Fidlar Technologies, located at 350 Research Parkway Davenport, IA 52806 (hereinafter "Successful Offeror") and St. Charles County, Missouri, a charter county and political subdivision of the State of Missouri, located at 201 North Second Street, St. Charles County, Missouri 63301 (hereinafter "County").

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

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

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

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

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

2. Except as specifically permitted in this Agreement or as otherwise authorized in writing by the County, Successful Offeror and its employees and agents shall not, at any time, in any fashion, form or manner, whether directly, indirectly or by accident, divulge, disclose, communicate or use, any Confidential Information, or methods of accessing same, that is received, obtained, acquired or developed in association with its engagement with the County, whether prior to, during or subsequent to its engagement, unless necessary to effectuate the purposes of its engagement with the County. Successful Offeror’s sole purpose for accessing and/or using Confidential Information shall be to perform its contractual obligations to the County. Successful Offeror is permitted to make exact copies of the Confidential Information but only to the extent necessary to effectuate the purposes of its engagement with the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. This Agreement constitutes the entire agreement between to the parties as to the subject matter hereof. It may be modified only by written agreement of the parties. It shall be governed by the laws of the State of Missouri, without regard to choice of law provisions.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and all of which together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature by either party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

By St. Charles County, Missouri

Signature

Printed Name

Title

Date

Offeror: Fidlar Technologies

Signature

Printed Name

Title

Date

Fidlar Technologies

Name of Company or individual
State of Missouri 
County of St. Charles 

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

____________________________________
and official seal of notary

State of ________
County of ________

On this 7th day of ____________, in the year 2020, before me __________________, a Notary Public in and for said state, personally appeared __________________, known to me to be the person who executed the within Non-Disclosure Agreement on behalf of __________________and acknowledged to me that he or she executed the same for the purposes therein stated.

_______________________________
Official signature and official seal of notary

DIANA QRABEEL
Commission Number 789411
My Commission Expires 1/1/2020
EXHIBIT J

Network and Security Questions

Offeror should answer all of the following questions

Answers to the questions have been provided on pages 55-64 of our proposal response.

- On Premise Solution

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

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

3. Storage and Backup Review
   1. Describe solutions enterprise storage needs. (number of data disks, size, etc.)
   2. Describe storage size requirements and anticipated storage size in 5 years, 10 years.
   3. Describe file system shares or dedicated volumes needed.
4. Describe any recommended record retention, archival or data purge practices.
5. Describe recommended backup policy and method.
6. Describe adjustments required to running the solution with enterprise backup appliances.
7. Describe any tiered data management requirements.
8. Describe recommended RPO and RTO.
9. Solution can be backed up using Volume Shadow Copy and SQL Management Studio?

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

- SaaS Solution Review

1. Does the vendor have failover, redundant or geographically dispersed hosting? Please describe.
2. Does the vendor host production data themselves or use a public cloud hosting service? Please describe.
3. Does the datacenter have redundant power and cooling systems?
4. Does the hosting environment have multiple carriers or network redundancy?
5. How is physical access to the hosting environment monitored and managed?
6. How is the network secured?
7. What network connectivity speeds should be expected.
8. What are the System Availability SLAs?
9. Describe the methods which can be used to access the application: VPN, browser, ODBC, etc..
10. If accessed by a web browser, describe any objects required to be downloaded or installed for system use.
11. Any special network configurations required of the SCC Network for system access.
12. How does the solution utilize encrypted authentication methods such as SSL for web front ends?
13. How does the solution encrypt data at rest?
14. How does the solution hash or encrypt stored passwords and credentials?
15. How does the solution use role-based access defined by the system administrator and can accommodate least privilege?
16. How does the solution comply with all Federal law regarding PHI, and CJIS data?
17. Describe the procedure to identify security vulnerabilities in testing and production.
18. Have development standards been established to address secure coding practices.
19. Describe the procedure to identify security vulnerabilities in testing and production for mobility users?
20. How does this system handle trusts, SSO integrations or multi factor authentication?
Please complete the following Organizational Security Self-Assessment using the following self-scoring table

<table>
<thead>
<tr>
<th>Score</th>
<th>Maturity Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Optimized: A formally documented policies, standards, and procedures are in place. Implementations have been tested and reviewed regularly to ensure continued effectiveness.</td>
</tr>
<tr>
<td>4</td>
<td>Implementation in Process: Documented policies, standards, and procedures are in the process of implementation.</td>
</tr>
<tr>
<td>3</td>
<td>Documented Policy: A formal policy is in place</td>
</tr>
<tr>
<td>2</td>
<td>Informally Performed: Activities and processes may be substantially performed and technologies may be available to achieve this objective, but are undocumented and/or not formally approved by management</td>
</tr>
<tr>
<td>1</td>
<td>Not Performed: Activities, processes, and technologies are not in place to achieve the referenced objective</td>
</tr>
<tr>
<td>#</td>
<td>Control Objective</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Organizational communication and data flows are mapped?</td>
</tr>
<tr>
<td>2</td>
<td>Cybersecurity roles and responsibilities for the entire workforce and third-party stakeholders (e.g., suppliers, customers, partners) are established</td>
</tr>
<tr>
<td>3</td>
<td>Resilience requirements to support delivery of critical services are established for all operating states (e.g. under duress/attack, during recovery, normal operations).</td>
</tr>
<tr>
<td>4</td>
<td>Legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations, are understood and managed</td>
</tr>
<tr>
<td>5</td>
<td>Threats and Vulnerabilities are identified and mitigated. Risk responses are aligned with a Vulnerability Mgmt. Plan</td>
</tr>
<tr>
<td>6</td>
<td>Suppliers and third-party partners are routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations.</td>
</tr>
<tr>
<td>7</td>
<td>Physical access to assets is managed and protected. Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users, and processes</td>
</tr>
<tr>
<td>8</td>
<td>Network integrity is protected (e.g., network segregation, network segmentation)/Remote Access to network is managed.</td>
</tr>
<tr>
<td>9</td>
<td>Multi Factor Authentication is available and used.</td>
</tr>
<tr>
<td>10</td>
<td>All employees and vendors participate in annual cybersecurity training.</td>
</tr>
<tr>
<td>11</td>
<td>Data-at-rest is protected</td>
</tr>
<tr>
<td>12</td>
<td>Data-in-transit is protected</td>
</tr>
<tr>
<td>#</td>
<td>Control Objective</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Protections against data leaks are implemented</td>
</tr>
<tr>
<td>14</td>
<td>A System Development Life Cycle to manage systems is implemented</td>
</tr>
<tr>
<td>15</td>
<td>Configuration change control processes are in place</td>
</tr>
<tr>
<td>16</td>
<td>Backups of information are conducted, maintained, and tested</td>
</tr>
<tr>
<td>17</td>
<td>Data is destroyed per compliance requirements, data retention per compliance requirements.</td>
</tr>
<tr>
<td>18</td>
<td>Security event data is collected and correlated from multiple sources and sensors</td>
</tr>
<tr>
<td>19</td>
<td>Malicious or unauthorized programs are detected and stopped.</td>
</tr>
<tr>
<td>20</td>
<td>Vulnerability scans are performed on network assets, workstations, servers etc.</td>
</tr>
<tr>
<td>21</td>
<td>Roles and responsibilities for detection are well defined to ensure staff and vendor accountability</td>
</tr>
<tr>
<td>22</td>
<td>Incident Response plan is executed during or after an event. The response plan has been implemented and staff know their roles during a response.</td>
</tr>
<tr>
<td>23</td>
<td>Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness</td>
</tr>
<tr>
<td>24</td>
<td>Forensics are performed</td>
</tr>
<tr>
<td>#</td>
<td>Control Objective</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>25</td>
<td>Incidents are categorized, tracked, contained and mitigated by IT, consistent with response plans.</td>
</tr>
<tr>
<td>26</td>
<td>Processes are established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal and external sources (e.g. internal testing, security bulletins, or security researchers). Vulnerabilities are mitigated according to a risk response plan.</td>
</tr>
<tr>
<td>27</td>
<td>Recovery plan is executed during or after a cybersecurity incident</td>
</tr>
<tr>
<td>28</td>
<td>Does your organization have a privacy officer</td>
</tr>
<tr>
<td>29</td>
<td>Does your organization have clearly defined processes to report a breach of PII PHI?</td>
</tr>
<tr>
<td>30</td>
<td>Does your organization have a Data Classification policy that identifies sensitive data and calls our roles and responsibilities regarding use and protection of that data?</td>
</tr>
</tbody>
</table>
2/4/2020

ADDENDUM #1


Addendum #1 is being issued to:

- Provide answers to questions for Recorder of Deeds Land and Vitals Software RFP.

-----------------------------------

Proposers shall sign this Addendum as acknowledgment and return it with the submittal.

RFP ADDENDUM

Addendum #1          Dated 2-7-20

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: ___________________________

Title: Director

Company: Fidlar Technologies

Date: 2-7-20


ANSWERS TO RECORDER OF DEEDS LAND AND VITALS SOFTWARE QUESTIONS

Some of the same questions were asked by several different vendors and were able to be combined into a single question/answer item.

1. On page 13, under the **Capability, Availability, Reliability** section, numbers (1) & (2) requests resumes of primary staff and management that will be actively engaged and will support the project. Will it be acceptable to provide employee and management profiles that describe education and professional experiences for each individual? **Yes**

2. Can vendors provide their own pricing grid in addition to the Pricing Page provided in the RFP? **Yes**

3. Are there any other integrations needed besides the Kodak (Imagelink) Microfilm system? **Active Directory (ADFS, Secure LDAP, Azure AD), fraud Alert (Fidlar), e-Filing vendors (Mobilis, Simplifile, CSC, EPN).**

4. Is the County interested in Auto Redaction/Auto Indexing? **Yes**

5. Is the County open to a Scan Up Front workflow? **Yes, our current workflow is a byproduct of the current system. It is anticipated workflows will change.**

6. Is the County open to a Marriage Kiosk and/or Marriage applications online? **Yes**

7. Does the County prefer a local server based solution or a hosted solution? **There is not a preference. St. Charles County will consider the level of support and ongoing system maintenance required by Information Systems. It is further noted that if "on premise" the application must have the ability to run within Azure Cloud Services.**

8. How many databases are there to be converted? And what size? **See questions #18 and #19.**

9. What is the County’s current system? **"Granicus AiLIS 7.2" aka AmCad**

10. What is the current size of production database and physical images that needed to be converted? **See questions #18 and #19.**

11. Will the county be utilizing any of their current server/network infrastructure to support the Recorder application? **Yes, if not a SaaS solution.**

12. You mention running custom reports of usage for the e-commerce portal. Can you please provide examples of the data you would be gathering? **We need the ability to run overall transaction reports (daily, monthly, yearly) as well as individual user transactions.**

13. Regarding “Merchant services type integration,” are you requesting credit card processing within the land records management cashiering system? **Yes**
14. Are you requesting automated redaction using OCR technology or just the ability to "manually" redact using image annotation tools? Both

15. Does Imagelink import TIF and/or PDF images for the interface? TIF. Imagelink imports TIF images listed in a text file that is generated by the current software for the book that is being exported to film.

16. Regarding E-Certifications: Does the County currently provide this service? If so, is there an additional fee for processing a e-certified copy? Also, how can the public verify the validity of the e-certified copy? If not, what type of process is the County looking for? No, the County does not currently provide this service, but is open to vendor suggestions.

17. Are redactions stored as coordinates or fully separate redacted images? If stored as fully redacted images, does the database size reflect the total image count? Redactions are stored as fully separate redacted images, see question #18 for counts.

18. Page 9, Data: Are all images to be converted located in the same repository? The images are all in the same server fileshare, however can be viewed as three separate repositories. They are separated as the main production repository and two historical repositories. Please view our public research site (ROAM) for examples. The current application only has access to the main repository (first two links St. Charles Land Records and St. Charles Marriage).

The main production repository index information is contained in the production database. Image count is 3,579,530 files in 45,546 folders, totaling 955GB.

Historical Land Record Images index is contained in a text file. Image count is 579,183 files in 665 folders, totaling 116 GB.

Historical Index book images index is contained in a text file. Image count is 21,684 files in 122 folders totaling 6 GB.

19. Page 9, Data: What is the size of the index database to be converted? Are these in a single database or multiple databases?

The Main production database SSMS shows total DB size of AILIS5 to be 96GB the MDF is 35GB and the LDF is 60GB.

The historical land record images 579,155-line text file.

Historical book images index is contained in a 20,960-line text file.

20. Page 10, Installation: Can you provide more detail about what is required for: "Work with St. Charles County IS to create a Windows 10 image that will be rolled out to staff workstations on day of cutover"? On the day of cutover staff will receive our base Windows 10 image through Microsoft Deployment Toolkit, user state migration, and task sequences. The vendor will need to meet with St. Charles County Information Systems and perform a walkthrough of a full manual install of all required software, drivers, peripherals for the application in order to create a new task sequence in System Center Configuration Manager (SCCM) to test and utilize for application deployment purposes.
21. Can you describe the current e-certification process? (i.e. certain document types only, is there a certified seal that prints on the document when certification is requested, do you allow e-certified document request from a la cart and subscription site?) There currently is not an e-certification process.

22. What credit card payment processing vendor does the County currently utilize? Commerce Bank outside of the application.

23. Is the County currently using auto-indexing? If so, is this feature utilized for all document types? The County currently does not auto-index, but is interested in using it.

24. Does the County accept all land record document types via eRecording? No, currently plats, surveys, tax liens and tax releases are not electronically submitted for recording.

25. Does the Recorder's office collect any Real Estate Taxes? No

26. (2) Project Completion Deliverables: My question is that with every one of our projects, we provide the County with several project deliverables/documents such as: Workflow deliverable, conversion deliverable, training deliverable, etc. We typically provide examples of these documents/deliverables within our PDF response. Does this mean that St. Charles only wants electronic Word/PDF versions of these documents? Examples of these documents within the PDF response is fine. Final Word/PDF versions of all documents will be project deliverables.
2/7/2020

ADDENDUM #2


Addendum #2 is being issued to:

- Extend the RFP Due Date - New Due Date is 2:00 pm, February 26, 2020
- Extend the Inquiry Dead line until 2:00 pm February 17, 2020

Proposers shall sign this Addendum as acknowledgment and return it with the submittal.

Addendum #2                                      Dated_______________

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: ________________________________

Title: ________________________________

Company: ___________________________

Date: _______________________________
2/19/2020

ADDENDUM #3


Addendum #3 is being issued to respond to inquiries that were submitted as a result of the extended due date in Addendum #2. Answers are provided in red.

1. Public Users (Current system)
   - Can apply for a marriage license without registering Yes
   - Can search and download/print documents using the “Ad-Hoc” fee structure Yes
   - Can register an account Yes
     - Accounts are associated with a subscription Yes, they can be.
   - Can login once registered Yes

2. Registered Users (Current system)
   a. Can upload documents to be processed, these document would be associated with the user/subscription. No
   b. Can apply for a marriage license and have application associated with the account/subscription No
   c. Can change subscription type. Yes
   d. Can download/print documents per their subscription Yes

3. Recorder Office Staff (Current system)
   a. Can create documents NOT associated with a registered user or subscription. Our staff does not create documents.
   b. Non-Registered Public Users The Recorder’s office staff are not public users.
   c. Can process orders from their machine a kiosk. Kiosks do not exist in the current system, staff can process orders from their workstations.

4. Are you open to a complete web based solution or is the desktop application component a hard requirement? No preference.

5. What is the relationship with the E-Filing Vendors, how are they currently used in your workflow? Documents to be recorded are submitted electronically from E-filing vendors.

6. Are document uploaded limited by role, for example do you not want public users able to upload DD214? Public users cannot upload documents.

7. Are the subscriptions found at https://stcharles.landrecordsonline.com/subscriptions.html the only subscription plans to be supported, do you want the ability to create and/or manage subscription fees and terms. Yes

8. Is it safe to assume an “Discovery” phase would be acceptable before development would begin? Yes, however it is our desire that the proposed software is fully implemented by December 2020.
9. I understand that a subscription can be used to create a group of users, depending on the subscription type. Can any member of a subscription group invite/remove members from the group? **The current vendor handles this functionality.**

10. Do you require two-factor authentication? **No**

11. The requirement from the Scope of Work (3.D.9) states “single sign-on” as a requirement. Is this related to the Azure AD used to manage office users? **It is related to Active Directory to sign users into the application. Would you require single-sign on for non-office users for example using Facebook or Google? No**

12. The requirement from the Scope of Work (3.D.14) states “Interface with Kodak Microfilm System” would posting to a network drive and allowing the batch processing of files meet this requirement? Or would direct interface be needed for real time polling of the archived files? **See question #15 from addendum 1.**

13. How do you currently use the Fraud Alert service in your workflow? How often would you require a fraudulent activity check done? **Fraud alerts operate outside of the current workflow. This process is done daily.**

14. Are only certain types of subscriptions limited to escrow accounts? **Subscriptions are for copy work and escrow accounts are for recording.**

15. Is there any direct manipulation of financial account data? Such as Positive Pay, or Check Reconciliation. Or is this a manual process? **No, checks are submitted to St. Charles County's Finance department.**

16. The requirement from the Scope of Work (3.D.16) states “adhoc reporting” is this requirement state the need for a complete BI reporting package or a collection of reports with customizable fields (such as a date range). If the collection of reports is predetermined how many such reports are there? **The current system has around 50 reports with customizable fields such as dates, accounts, and users.**

17. The requirement from the Scope of Work (3.A.4) states the need for “Check Endorsers” but there is no mention of check processing equipment in current hardware. Is there a need for check processing integration or e-check processing? **St. Charles County’s Finance department handles the check processing, but currently staff manually stamps the backs of all checks.**

18. Is there a need to automatically add funds to an Escrow account or is that manual process? **If not a manual process how do you currently add funds to an escrow account? It is a manual process.**
Proposers shall sign this Addendum as acknowledgment and return it with the submittal.

Addendum #3  

Dated__________________

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: __________________________

Title: _________________________

Company: ______________________

Date: _________________________