



Michael Watson

SECRETARY OF STATE

REQUEST FOR PROPOSAL: **SEMS Consolidated Services RFP #48134**
Proposal Due: **3:00 PM CST on August 30, 2024**

Sealed proposals, subject to the attached conditions, will be received by the Mississippi Secretary of State (MSOS) until 3:00 PM CST on **August 30, 2024**, a multi-year support level agreement (SLA) to continue support, enhancements, and service for the existing Statewide Election Management Systems (SEMS) application software, third-party software, hardware, database, hosting, and user Help Desk.

The Vendor must submit proposals and direct inquiries to:

Loise Jefferson
Procurement & Property Officer
Mississippi Secretary of State's Office
125 S. Congress Street
Jackson, Mississippi 39201
(601) 359-1552
Loise.Jefferson@sos.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be typed on a label affixed to the package in a clearly visible location:

Proposal submitted in response to:
SEMS Consolidated Services RFP #48134
Due **August 30, 2024**, at 3:00 PM CST
Attention : Loise Jefferson

RFP Response Checklist

These items should be included in your response to RFP SEMS Consolidated Services RFP #48134

- _____ (1) One clearly marked original response, an electronic copy, and eight (8) identical copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please do not include a copy of the RFP in the binder.
- _____ (2) Submission Cover Sheet and Configuration Form, signed and dated.
Section I
- _____ (3) Proposal Exception Summary, if applicable
Section V
- _____ (4) Vendor Response to RFP Questionnaire
Section VI
- _____ (5) Vendor Response to Technical Specifications
Section VII
- _____ (6) Vendor response to Cost Information Submission
Section VIII
- _____ (7) Reference Forms and Subcontractor Reference Forms, if applicable
Section VII
- _____ (8) Vendor Response Matrix
Attachment B

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Section I

Submission Cover Sheet & Service Summary

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the MSOS should contact for questions and/or clarifications.

Name	
Address	
Phone	
Fax	
Email Address	

Subject to acceptance by the MSOS, the Vendor acknowledges that by submitting a proposal and signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Attachment A except those listed as exceptions on the Proposal Exception Summary Form and the Specifications Response Matrix. If no Proposal Exception Summary Form is included and/or exceptions noted on the Specifications Response Matrix, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products and/or services included in this proposal.

Signature	
Printed Name	
Title	
Company	
Physical Address	
State of Incorporation	
Date	

SERVICES SUMMARY

The Vendor must provide a summary of the main components of products and/or services offered in this proposal using 100 words or less.

PROPOSAL BOND

A proposal bond is not required for this procurement.

Section II

Proposal Submission Requirements

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this RFP.

1. Failure to follow any instruction within this RFP may, at the MSOS's sole discretion, result in the disqualification of the Vendor's proposal.
2. The MSOS has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the Procurement and Property Officer by the date and time specified. The MSOS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after the proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary. The Vendor's original submission must be clearly identified as the original.
6. The MSOS reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. The MSOS reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but may not otherwise alter or rekey any of the original text of this RFP. If the MSOS determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the MSOS is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1. The Vendor is required to submit one clearly marked original response, an electronic copy and eight (8) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
- 8.2. To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be typed and affixed to the package in a clearly visible location.
- 8.3. Number each page of the proposal.

- 8.4. Respond to the sections and exhibits in the same order as the RFP.
 - 8.5. Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 8.6. If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form and/or Specifications Response Matrix.
 - 8.7. Occasionally, an outline point in attachment requests information which is not applicable to the products and/or services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "Not Applicable."
 - 8.8. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9. When an outline point and/or attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing the appropriate Proposal Exception Summary Form and/or Specifications Response Matrix.
 - 8.10. Where a minimum requirement has been identified, respond by stating the item (e.g. device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 8.11. The Vendor must fully respond to each requirement within the Technical Specifications by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor must complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.
 10. The MSOS reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing the MSOS staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the MSOS's discretion, result in the disqualification of the Vendor's proposal.
 11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of the State.

12. Unsolicited clarifications in the evaluation and selection of the lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1. A clarification of a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2. The information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3. Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4. The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5. The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6. The Vendor must submit one clearly marked original and eight (8) copies of the clarification.
 - 12.7. The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e. must include exact RFP reference to section and outline point).
13. From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the MSOS web site. Vendors failing to comply with this requirement will be subject to disqualification.

The MSOS contact person for the selection process is: Loise Jefferson, Procurement & Property Officer, 125 S. Congress Street, Jackson, Mississippi, 39201, 601-359-1552, Loise.Jefferson@sos.ms.gov.

- 13.1. A vendor should only consult with the MSOS representative as designated by the MSOS's contact person identified in 13 above in response to State-initiated inquiries. Vendors may consult with State representatives during scheduled oral presentations or demonstrations, if any, excluding site visits.

Section III

Vendor Information

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

14. Interchangeable Designations

The terms “Vendor” and “Contractor” are referenced throughout the RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award by the winning Vendor. Additionally, the terms “State” or “MSOS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from the Vendors throughout the specifications.

15. Vendor’s Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions and instructions.

16. Proposal as Property of State.

All written proposal material becomes the property of the State of Mississippi.

17. Written Amendment to RFP

Any interpretation of the RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the MSOS website, together with the associated RFP specification. Vendors are required to check the MSOS website periodically for RFP amendments before the proposal opening date at <https://www.sos.ms.gov/open-projects>.

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the MSOS website, you may contact the MSOS contact listed and request a copy.

18. Oral Communication Not Binding

Only transactions which are in writing from MSOS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee or MSOS representative.

19. Vendor’s Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the

Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile or email.

20. Evaluation Criteria

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide required service are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in Technical Specifications.

21. Right to Award in Whole or in Part

The MSOS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State.

22. Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

23. Right to Request Information

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

24. Vendor Personnel

The Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 24.1. A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 24.2. That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 24.3. That the individual is proficient in spoken and written English.
- 24.4. That the individual is a U. S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The

Vendor must provide evidence of identification and employment eligibility prior to the award or a contract that includes any personnel who are not U. S. citizens.

- 24.5. That the personnel assigned to the project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

25. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing webhosting, hardware, networking other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

26. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Vendors that remain in a competitive range within evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of the project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors, under a precise schedule.

27. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer in commercial advertising in such a manner as to state or imply that the Vendor or its services are endorsed or preferred by the State of Mississippi.

28. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with this proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

29. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

Section IV

Legal and Contractual Information

The objective of the Legal and Contractual Information section is to provide Vendors with information required to complete a contract or agreement with the MSOS successfully.

30. Acknowledgement Precludes Later Exception

By signing the Submission Cover Sheet, the Vendor is contractually obligated to comply with all items in this RFP, including the Standard Contract in Attachment A, except those specifically listed as exceptions on the Proposal Exception Summary Form and/or Specifications Response Matrix. If no Proposal Exception Summary Form is included or exceptions noted on the Specifications Response Matrix, the Vendor is indicating that he takes no exception. Vendors who respond to this RFP by signing the Submission Cover Sheet may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

31. Failure to Respond as Prescribed

Failure to respond as described in Section II: Proposal Submission Requirements to any item in the sections and attachments of this RFP, including the Standard Contract attached as Attachment A, shall contractually obligate the Vendor to comply with that item.

32. Contract Documents

The MSOS will be responsible for all document creation and editorial control over all contractual documentation related to the project. The following documents will normally be included in MSOS contracts:

- 32.1. The Proposal Exception Summary Form and Specifications Response Matrix as accepted by the State;
- 32.2. Contracts that have been signed by the Vendor and the State;
- 32.3. MSOS Request for Proposal, including all addenda, if any;
- 32.4. Official written correspondence from MSOS to the Vendor;
- 32.5. Official written correspondence from the Vendor to the MSOS when clarifying the Vendor's proposal; and

32.6. The Vendor's proposal response to the RFP.

33. Order of Precedence

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification order is negotiated and agreed upon by both the MSOS and successful Vendor.

34. Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

35. Contracting Agent By Law

The Executive Director of the Mississippi Department of Information Technology Services (ITS) is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated).

In accordance with Section 013-040 of the ITS Procurement Handbook regarding procurement exemptions, the MSOS has received approval from the ITS Board to conduct the procurement of services outlined in this RFP and to contract for same.

36. Mandatory Legal Provisions

36.1. The State of Mississippi is self-insured.

36.2. Any provisions disclaiming implied warranties shall be null and void. The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

36.3. The Vendor shall have no limitation on liability for claims related to services provided under this RFP.

36.4. All requirements that the State pay interest are deleted.

- 36.5. Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 36.6. Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 36.7. The State of Mississippi does not waive sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 36.8. In accordance with Section 31-7-305 of the Mississippi Code Annotated, the State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered.
- 36.9. The State is exempt from the payment of taxes.
- 36.10. The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

37. Approved Contract

- 37.1. A contract is considered to be awarded to a Vendor once the Vendor's offering has been approved as lowest and best proposal through written notification made to Vendor on MSOS letterhead.
- 37.2. A contract is not deemed final until five (5) working days after either the award of the contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at <https://www.its.ms.gov/sites/default/files/ProcurementPDFs/ISS%20Procurement%20Manual.pdf>

38. Contract Validity

All contracts are valid if signed by the MSOS or an MSOS designee.

39. Order of Contract Execution

Vendors will be required to sign the contract and initial all contract changes before the MSOS signs.

40. Availability of Funds

It is expressly understood and agreed that the obligation of the MSOS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MSOS, the MSOS shall have the right to immediately terminate this Agreement without damage, penalty, cost or expenses to the MSOS.

41. Requirement for Electronic Payment and Invoicing

41.1. Payments to the awarded Vendor for all goods and services associated under this RFP will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments. Additional information on PayMode, including registration instructions are found at <http://www.paymode.com/mississippi/>.

41.2. The awarded Vendor is required to submit all invoices under this RFP electronically, along with appropriate supporting documentation, as directed by the State.

42. Time for Negotiations

42.1. All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract, unless MSOS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. The MSOS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

42.2. Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form and/or Specifications Response Matrix as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless MSOS consents to a different period.

43. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

44. Sole Point of Contact

The MSOS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 44.1. The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 44.2. The Vendor must acknowledge and agree to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for the terms or conditions.
- 44.3. Should a proposing Vendor wish to assign payment of any or all the charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the MSOS.

45. Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. The MSOS reserves the right of refusal and the right to request replacement of a contractor due to unacceptable work or conduct. This provision should be not interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under this contract.

46. References to Vendor to Include Subcontractor

All references in the RFP to “Vendor” shall be construed to encompass both the Vendor and its subcontractors.

47. Outstanding Vendor Obligations

The State, at its sole discretion, may reject the proposal of a vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

48. Equipment Condition

The Vendor must furnish only new equipment, if any, in response to this RFP.

49. Delivery Intervals

The Vendor’s proposal must specify, in the Cost Information Submission and in response to any specific instructions in the Technical Specifications, delivery and /or installation intervals after receipt of order.

50. Pricing Guarantee

The Vendor must explicitly state, in the Cost Information Submission and in response to any specific instruction in the Technical Specifications, how long the proposal will remain valid. Unless stated to the contrary in the Technical Specifications, pricing must be guaranteed for a minimum of ninety (90) days.

51. Shipping Charges

All products, if any, must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal. Destination is the point of use.

52. American with Disabilities Act Compliance for Web Development and Portal Related Services

All web and portal development work, if any, must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

53. Ownership of Developed Software

53.1. The Vendor must acknowledge and agree that the State is the sole owner of any developed software under this RFP with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code and documentation.

53.2. The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law and not negotiable.

54. Ownership of Custom-Tailored Software

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs to the State, the Vendor must offer the State an application license entitling the State to use and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

55. Terms of Software License

The Vendor acknowledges and agrees that the term of all software license provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal and agreed to by MSOS.

56. State Is Licensee of Record

Upon award of the project, the Vendor must ensure the State is properly licensed for all software that is proposed for use in the project.

57. Remote Access via Virtual Private Network

Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate

the specified VPN on the State's premises. The parties further understand and agree that the State protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSEC/ESP and/or there is a change in the manufacturer engaged.

58. Negotiating with Next Ranked Vendor

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

59. Disclosure of Proposal Information

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act. The ITS Public Records Procedures are available in Section 019-010 of the ITS Procurement Handbook, on the ITS Internet site at <https://www.its.ms.gov/sites/default/files/ProcurementPDFs/ISS%20Procurement%20Manual.pdf>

As outlined in the Third-Party Information section of the ITS Public Records Procedures, written notice will be given to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. Notice will not be given with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations, and/or similar written documentation prepared for the project file. Notice will not be given with regard to third-party requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. Notice will be given with regard to third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the ITS Public Records Procedures.

Summary information and contract terms, as defined above, become the property of the State, who has the right to reproduce or distribute this information without notification.

60. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

61. Performance Bond

The Vendor must include the price of a performance bond with his RFP proposal. The cost of the bond must be shown as a separate line item in the *Cost Information Submission*. The performance bond must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to MSOS after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. The final decision as to the requirement for the Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the MSOS's sole discretion.

If a performance bond is required, the Vendor must procure and submit to the MSOS, with the executed contract, a performance bond from a reliable surety company authorized to do business in the State of Mississippi.

62. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on MSOS premises. Any Vendor employee or subcontractor acting in a manner determined by the MSOS to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and can be suspended from further work on the premises.

63. Protests

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at: [ISS Procurement Manual.pdf \(ms.gov\)](https://www.ms.gov/ISS/ProcurementManual.pdf)

64. Protest Bond

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the

RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP 16-10-14-SEMS SUPPORT.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

65. Mississippi Employment Protection Act

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Vendor further represents and

warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the state of Mississippi.

Vendor understands and agrees that any breach of these warranties may subject Vendor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

66. Compliance with Laws

Vendor understands that MSOS is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. The Vendor shall comply with all applicable federal, State and local laws and regulations, as now existing and as may be amended or modified.

67. Representation Regarding Contingent Fees

Vendor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.

68. Representation Regarding Gratuities

Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

Section V Proposal Exceptions

Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If exceptions are noted in the Exceptions column of the Specifications Response Matrix, the Vendor is not required to note those items on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included nor exceptions noted on the Specifications Response Matrix, the Vendor is indicating that he takes no exception to any item in this RFP.

69. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:

- 69.1. The specification is not a matter of State Law;
- 69.2. The proposal still meets the intent of the RFP;
- 69.3. A Proposal Exception Summary Form and/or exception noted on the Specifications Response Matrix is included with Vendor’s proposal; and,
- 69.4. The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification.

70. The vendor has no liability to provide items to which an exception has been taken. MSOS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and MSOS will discuss each exception and take one of the following actions:

- 70.1. Vendor shall withdraw the exception and meet the specification in the manner prescribed;
- 70.2. MSOS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
- 70.3. MSOS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
- 70.4. None of the above actions is possible, and MSOS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

71. Should MSOS and Vendor reach a successful agreement, MSOS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal

Exception Summary and/or Specifications Response Matrix responding to each of the Vendor's exceptions. The Proposal Exception Summary and/or Specifications Response Matrix, with those exceptions approved by MSOS, will become a part of any contract made under this RFP.

72. An exception will be accepted or rejected at the sole discretion of the State.
73. The State desires to award this RFP to a Vendor with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the Standard Contract in Attachment A. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposal.

Proposal Exception Summary Form

List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below. If the Vendor has taken exception to any items in Attachment B – Specifications Matrix, they may indicate that exception in the appropriate column on the Specifications Response Matrix.

RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	MSOS Acceptance (sign only if accepted)
Reference specific outline point to which exception is taken.	Page, section, items in Vendor's proposal where exception is explained	Short description of exception being made	
1.			
2.			
3.			
4.			
5.			

Section VI
RFP Questionnaire

Please answer each question or provide the information requested in this section.

74. Mississippi Accountability System for Government Information & Collaboration (MAGIC)

Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. Vendors who have previously done business with the State should furnish the MAGIC Vendor code with the proposal.

MAGIC Vendor Code: _____

Or

Signed W-9 Form Attached: _____

75. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? A yes or no answer is required.

76. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following: Does there exist any possible conflict of interest in the sale of items to any institution within MSOS jurisdiction? A yes or no answer is required.

77. Pending Legal Actions

77.1. Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are part of the Vendor's proposal. A yes or no answer is required.

77.2. If so, provide a copy of same and state with specificity the current status of the proceedings.

78. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge that any information system proposed, developed or modified under this RFP that disseminates, in any form or manner, information or

material that contains the Social Security Number of an individual, has mechanism in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

79. Order and Remit Address

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

80. Web Amendments

As stated, MSOS will use the MSOS website to post amendments regarding RFPs before the proposal opening at <https://www.sos.ms.gov/open-projects>. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the MSOS amendments for this RFP as stated above? A yes or no answer is required.

Section VII

Technical Specifications

General

81. How to Respond

- 81.1. Using the Vendor Response Spreadsheet (Attachment A), Vendors must respond to each outline point in the document as it is labeled.
- 81.2. The State is under the impression that Vendors have read and agree to all items in this RFP. Vendors should take exception to items on which they disagree.
- 81.3. Vendor must respond with “WILL COMPLY” or “UNDERSTOOD” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 81.4. “WILL COMPLY” and “UNDERSTOOD” are used to indicate that the vendor can and will adhere to the requirement. This term is used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 81.5. If the Vendor cannot respond with “WILL COMPLY” or “UNDERSTOOD”, then the Vendor must respond with “EXCEPTION”. (See Section V of the RFP, for additional instructions regarding Vendor exceptions.)
- 81.6. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 81.7. In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

82. Statement of understanding

- 82.1. The use of the term “Vendor” in this RFP shall mean the Contractor that has been selected to provide the services requested in this RFP using the MSOS evaluation process through the execution of a contract.
- 82.2. The State may choose to award some or all of the components listed in the specifications. The areas of support must be priced out as separate components in the Cost Summary Section.
- 82.3. All time listed in these specifications are based on Central Standard Time or Central Daylight Savings Time.
- 82.4. The terms “Patch,” “Patches,” or “Patching” in this RFP shall mean a set of changes to a computer program or its supporting data designed to update or repair it. This includes bugfixes or bug fixes to remove security vulnerabilities and correct errors. These changes can also be intended to improve the functionality, usability, or performance of a program or system environment.

- 82.5. The term “Election Day” is defined as beginning at 6:00 A.M. and ending at 12:00 midnight or until county voting results processing is complete for the night.
- 82.6. The term "Election Ballot Prep Period" is defined as 60 days to 30 days before Election Day, during regular business hours.
- 82.7. The term “Peak Election Period” is defined as the two (2) consecutive calendar weeks prior to a specified Election Week period and ten (10) business days following the election. Hours for this period are Monday-Friday 7:00 A.M. to 7:00 P.M. and Saturday 8:00 A.M. to 2:00 P.M.
- 82.8. The term “Off Peak Period” is defined as response times during all periods other than Election Ballot Prep Period, Peak Election, Election Week and Election Day Periods. Hours for this period are Monday-Friday 8:00 A.M. to 5:00 P.M.
- 82.9. The Vendor is requested to provide details on the features, functions, or other considerations exclusive of the specified requirements either his company or the proposed services affords the customer that may provide a distinct value to the State. In the event that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 82.10. When on-site visits are required, all laptops, internet access, telephones, etc. will be provided by the Vendor for the visiting staff.
- 82.11. The key management roles for the Vendor will be the positions of overseeing support services that will include project management and functional analyst functions; lead developer for software maintenance/development services, database support and management services, and Help Desk services. MSOS will require the resumes, and may require interviews, before approving the persons filling these positions initially, and for any subsequent replacements of these personnel.
- 82.12. The key management roles for the Vendor will be the positions of overseeing support services that will include project management and functional analyst functions; lead developer for software maintenance/development services, database support and management services, and Help Desk services. MSOS will require the resumes, and may require interviews, before approving the persons filling these positions initially, and for any subsequent replacements of these personnel.
- 82.13. The Vendor’s personnel must demonstrate a capability to work effectively with MSOS Staff and Vendors, to ensure successful release management, running of data scripts, database tuning, security testing and other information technology functions required for the support of SEMS. Vendors must coordinate with MSOS to ensure that application and database support activities (e.g., install new releases, re-index database) are completed on schedule without disrupting user processing activities.

83. Current Overview and Configuration

- 83.1. The Mississippi Secretary of State’s Office (MSOS) is seeking to acquire a multi-year support level agreement (SLA) to continue support, enhancements, and service for the existing Statewide Election Management Systems (SEMS) application software,

database, third-party software, hardware, hosting, and user Help Desk. SEMS, using HP's Electus Voter Registrations and Election Management software, was implemented in 2005 as part of the Help America Vote Act (HAVA) initiative.

- 83.2. SEMS has been used as the voter registration system for all 82 Mississippi counties since February 2006. SEMS provides comprehensive voter registration functionality, voter roll maintenance functionality, election management, jury management and petition management. Interfaces include the Department of Public Safety, Department of Health, Administrative Office of the Courts, Voting Machine Systems, On-line Voter Registration Update website, National Change of Address (NCOA), My Election Day, Election Reporting, OLVR, and SafeVoteMS for Military/Overseas Voters (UOCAVA) ballots.
- 83.3. The SEMS program, based on an Oracle database, is currently operating in two fully redundant SEMS data centers in Jackson and Hillsboro, Oregon. Both data centers were refreshed with new hardware partially in the spring of 2014 and 2020. Approximately 1,000 county users connect to the data center through the Internet using 450 concurrent Citrix sessions. The system currently contains approximately 1.9 million active voters with all registrations taking place at the county circuit clerk's office. All system administration functions are performed at the two data centers, and include backup, recovery, maintenance, monitoring and managing the security aspects of the network and servers.

84. Vendor Qualifications

- 84.1. **MANDATORY:** Vendor must be in the business of providing hosted solutions and support for Statewide Election Voter Registration Systems of similar size, scope, and complexity. Vendor must have a working solution deployed currently in a production environment. Vendor must have been in the business of providing such solutions for at least five (5) years. Vendor's response should indicate how many years of experience they have in providing such services and should include descriptions of the provided services.
- 84.2. Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 84.3. Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 84.4. Vendor must disclose any company restructurings, mergers, and acquisitions over the past three years.
- 84.5. Vendor must agree that under no circumstances shall any data or equipment associated with this project reside outside the continental United States, nor shall any data or equipment associated with this project be accessible to people outside the continental United States, except for users of the SafeVoteMS System.
- 84.6. Vendor must provide the following organizational information:

- 84.6.1. Date established;
- 84.6.2. State of incorporation;
- 84.6.3. Ownership information including public or private, parent company and subsidiaries;
- 84.6.4. Name, title, address, telephone number, and email for "Notice" article of the contract.
- 84.7. Vendor must include in the disclosure a summary of the legal action, citations where filed, and status.
- 84.8. Vendor must agree that no individual formerly employed by, or contracted with, MSOS within the past five years shall have any involvement whatsoever in the project, and that any individual employed by, or under contact with the vendor that was employed by MSOS within the past five years shall have no access to information related to the project without written permission from MSOS.

85. Vendor Implementation Team and Work Requirements

- 85.1. Vendor must demonstrate that all team members have the necessary experience for design, installation, implementation, training, and support of the services required by this RFP No. 48134. At a minimum, Vendor response should include team member roles, functional responsibilities and experience with projects similar in size and scope to the services required by this RFP.
- 85.2. The State defines Key Personnel/Named Staff as those who fill critical project roles and who have the authority and responsibility for planning, directing and controlling the project activities necessary for a successful project implementation. Key Personnel, (whether Prime or Sub-contractor), shall be committed and dedicated for the duration of the project and shall have sufficient prior experience to address the specifics of the project. Vendor shall clearly identify all staff who are considered Key Personnel.
- 85.3. At a minimum, the Vendor shall name a Project Manager, a Technical Manager, and a Quality Assurance Resource as Key Personnel for this project. The State expects the named staff to be available on-site a minimum of 50% of the time. Required onsite activities include planning, status meetings, discovery sessions, design sessions, client walkthroughs, and key testing and implementation activities. At the State's discretion, additional on-site time may be required for Key staff during certain periods.
- 85.4. If additional staff beyond Key Personnel are required to perform the functions of the contract, the Vendor should describe its plans and resources for fulfilling the functions and shall describe its retention plan to ensure continuity of project operations.
- 85.5. The Vendor cannot substitute Key Personnel during the duration of the contract period, except for the following conditions: a request by the State, an individual's sudden illness, death, resignation, or as otherwise approved or requested by the

State. In any of these events, or time periods, the Vendor shall immediately notify MSOS and provide the information required below:

- 85.5.1. All proposed substitutions of Key Personnel shall be made in writing at least 20 business days in advance of the substitution and shall be submitted to MSOS;
- 85.5.2. The State shall agree to the substitution before the substitution shall become effective; and
- 85.5.3. Vendor is only allowed to propose an Interim staff member to fill a Key staff role for a total of 45 days while they seek another qualified Key staff member.
- 85.6. Vendor must submit organizational charts to substantiate each of the following:
 - 85.6.1. Identify the roles and associated staff proposed for the support and hosting project;
 - 85.6.2. Specify which roles are designated as Key Personnel;
 - 85.6.3. Depict the reporting relationships within the Vendor's project team delivering the services; and
 - 85.6.4. Specify where each proposed staff member falls within the Vendor's internal organizational structure.

86. Project Work Plan and Schedule

- 86.1. In response to this RFP, Vendor must submit a preliminary project work plan that includes an implementation plan and schedule. The plan must include but is not limited to tasks (all phases), estimated hours per task, major project milestones, and quality assurance checkpoints, etc. Provide an estimated timetable detailing all phases of implementation from the point of contract execution through completion of go-live, final system acceptance, and Client training on Vendor processes and procedures.
- 86.2. Upon award, the Vendor and MSOS will jointly modify the preliminary plan as appropriate to meet implementation objectives. MSOS expects the Vendor to work with the MSOS Project Manager to ensure effective project management during all phases.
- 86.3. Vendor will be responsible for any integration, migration, or implementation issues that may arise during implementation.
- 86.4. As it relates to this procurement, Vendor must state all Vendor assumptions or constraints regarding the proposed solution and overall project plan, timeline, and project management.
- 86.5. Vendor must develop a RACI for the project which will be approved by MSOS prior to the project start date.
- 86.6. Vendor should identify any potential risks, roadblocks, and challenges encountered in similar implementations that could negatively affect a timely and successful completion of the project. Vendor should recommend a high-level strategy that to mitigate these risks.

- 86.7. The proposed Project Work Plan and Schedule which will require MSOS approval, must include multiple environments, including Development, User Testing, Production, Training, and Help Desk support.
- 86.8. In the user testing environment, all customizations, integrations, and interfaces must be tested and validated by MSOS.

Functional Technical Requirements

87. Administrative Management

- 87.1. Solution must accommodate the need for MSOS system administrators to perform necessary administrative functions, including but not limited to creating and maintaining user accounts, exporting files, make non-SEMS admin configuration changes, and generating reports, etc.
- 87.2. Current administration functionality must be available in the hosted environment.

88. Program Management

- 88.1. Vendor agrees to appoint a Project Manager to be responsible for overseeing the execution of all facets of the project.
 - 88.1.1. The Project Manager will have full authority over all program activities and Vendor resources, subject to MSOS oversight and approval.
 - 88.1.2. The Project Manager will be responsible for Vendor's technical, schedule, and cost performance.
 - 88.1.3. The Project Manager will be the principal interface between the Vendor and the State for all matters relating to the project and the resulting contract with the State.
 - 88.1.4. The Project Manager or his designee will be available to the State on a 24/7/365 basis, as needed.
- 88.2. As a part of program management, Vendor agrees to conduct technical reviews and provide technical reports for ongoing operations for the term of the resulting contract.
 - 88.2.1. Vendor agrees to log all transaction and system activity necessary to evaluate performance and facilitate trend analysis; and
 - 88.2.2. Vendor agrees to conduct appropriate quality assurance and audits to ensure that logs are complete and accurate.
- 88.3. During the implementation phase, Vendor agrees to meet with State designees to review program objectives, at least on a weekly basis or more often as needed, and on-site as needed:
 - 88.3.1. To confirm that technical problems have not caused the program to fail to maintain agreed upon service levels;
 - 88.3.2. To provide immediate feedback for the resolution of any issues on a timely basis;
 - 88.3.3. To ensure that the parties are proactively identifying and addressing issues that could adversely affect service levels; and

- 88.3.4. To provide a written review of the status of all plans and documents described in RFP No. 48134.
- 88.4. Vendor agrees to participate in a program kickoff meeting at a State facility 30 days prior to the date scheduled for declaring the State's Initial Operating Capability (IOC). The purpose of the meeting is to introduce key State and Vendor operations support personnel, discuss plans, examine risks, and address any other issues important to successful operations.
- 88.5. Vendor agrees to conduct periodic quarterly or semi-annual Operational Management Reviews for the purpose of addressing concerns such as:
 - 88.5.1. Performance against SLAs;
 - 88.5.2. Financial and schedule status;
 - 88.5.3. Planned activities;
 - 88.5.4. Action items/status;
 - 88.5.5. Problem report status;
 - 88.5.6. Configuration management and quality assurance reporting;
 - 88.5.7. Issues and risks; and
 - 88.5.8. Other service level shortfalls and plans for corrective action.
- 88.6. Vendor understands that the State expects operational management review meetings to be held at MSOS or State sites. Vendor agrees to assume vendor related travel expenses.
- 88.7. Vendor agrees to participate in required operational management review meetings as requested by the State, or as required by operational conditions.
- 88.8. For operational management review meetings, Vendor agrees to provide agendas, presentation materials, minutes, technical reports, and system performance reports.

89. Project Management

- 89.1. Project Management Plan (PMP): The MSOS desires to implement the proposed solution as rapidly as possible after contract execution. So that MSOS can assess Vendor's ability to implement an accelerated schedule, Vendor must submit with its response, a draft PMP that includes, but is not limited to all tasks (all phases), estimated hours per task, major project milestones, quality assurance checkpoints, testing, etc.
- 89.2. Vendor's PMP must reflect industry best practice standards and must detail Vendor's plans for planning, monitoring, supervising, tracking, and controlling all project activities.
- 89.3. Vendor's PMP must describe the organizational structure of the implementation team, team member roles and responsibilities, resources, processes, and all other information necessary for MSOS to assess your ability to manage the implementation.
- 89.4. MSOS will provide resources to work with the awarded vendor in the various stages of project development, design, implementation, testing, and maintenance of the proposed solution. Below is an overview of the available MSOS staff. Based on prior

experience, proposing Vendor should provide a high-level estimate of the amount of time state resources might be necessary for the primary stages outlined the preliminary project management plan.

Job Function	Available Staff
Chief Information Officer	1
Project Manager	1
Business Analyst – Knowledge Expert	3
Technical IT Staff	2
Total Available	7

- 89.5. Vendor’s PMP must include an Integrated Master Schedule (IMS), that the Vendor agrees to maintain and update as necessary in response to implementation requirements. The project timetable must estimate the time necessary for all phases of implementation from the point of contract execution through completion of go-live, final system acceptance, and user training.

90. System Migration Plan

- 90.1. Vendor must prepare a comprehensive System Migration Plan that details the Vendor’s approach to migrate MSOS from its current legacy environment to a new environment under the proposed solution. So that MSOS can assess Vendor’s ability to conduct such a migration, Vendor must provide a preliminary Migration Plan for MSOS with the following details and requirements:
- 90.2. Vendor must be specific about the tools, data, facilities, personnel, and other resources required for the migration. Regarding personal and other resources, be specific about whether the resources are supplied by the Vendor, MSOS, or other. Vendor should keep in mind that MSOS has limited available resources; and
- 90.3. Upon award, the system migration plan will be amended to meet specific migration needs as determined by the Vendor and MSOS.

Managed Infrastructure as a Service [IaaS] Requirements

91. Vendor Acknowledgement

- 91.1. This Section outlines the MSOS minimum expectations of the awarded Vendor for implementation of the selected solution. Implementation deliverables will reveal the Vendor’s expertise in project management, process management and improvement, data migration, and acceptance testing, etc. MSOS expects the proposed preliminary implementation plans to be refined by the awarded Vendor and MSOS project managers during the implementation process.
- 91.2. This Section includes requirements for proposing Vendors and requirements for the awarded Vendor. Proposing Vendor specifications require the Vendor to present

detailed plans, strategies, and methodologies to prove Vendor capabilities. Post-award requirements require implementation of the proposed plans, strategies, and methodologies as agreed upon by the State and the awarded Vendor. For all such requirements, the term Vendor is used interchangeably, and the intent is determined by the context of the requirement.

91.3. Upon award, MSOS intends for the requirements set forth in this Section, and the responding Vendor's proposal, including any subsequent, agreed upon provisions and revisions, to act as the Implementation Statement of Work.

92. SEMS Hosting Infrastructure

92.1. Vendor must host and support the SEMS Primary Site (Site 1) in its current ITS facility in Jackson, MS and the Secondary Site (Site 2) at the Vendor's Data Center.

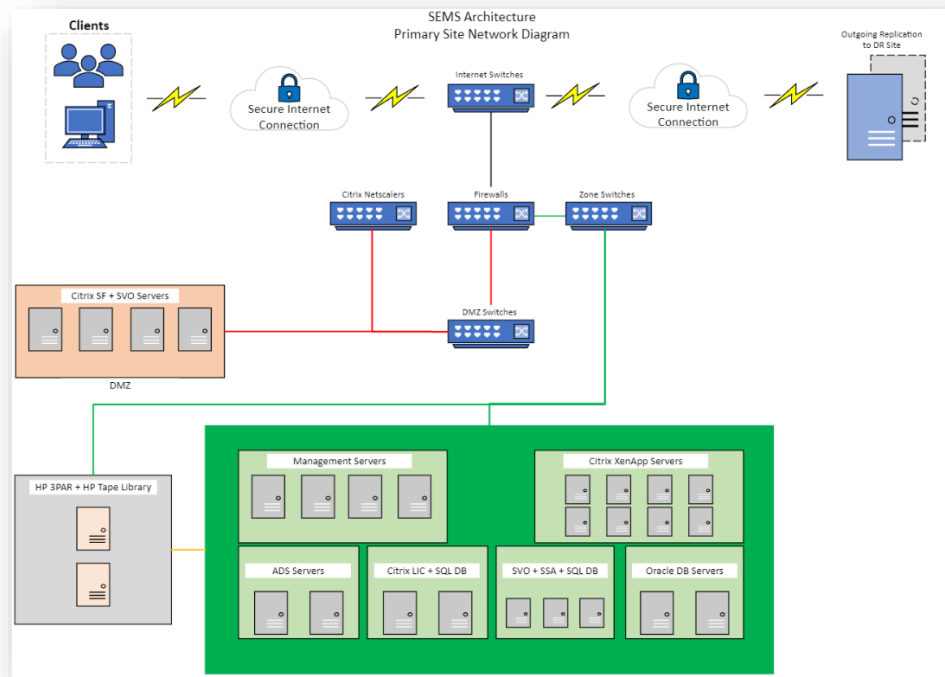
92.2. Vendor must provide the following Environment Architecture Upgrades:

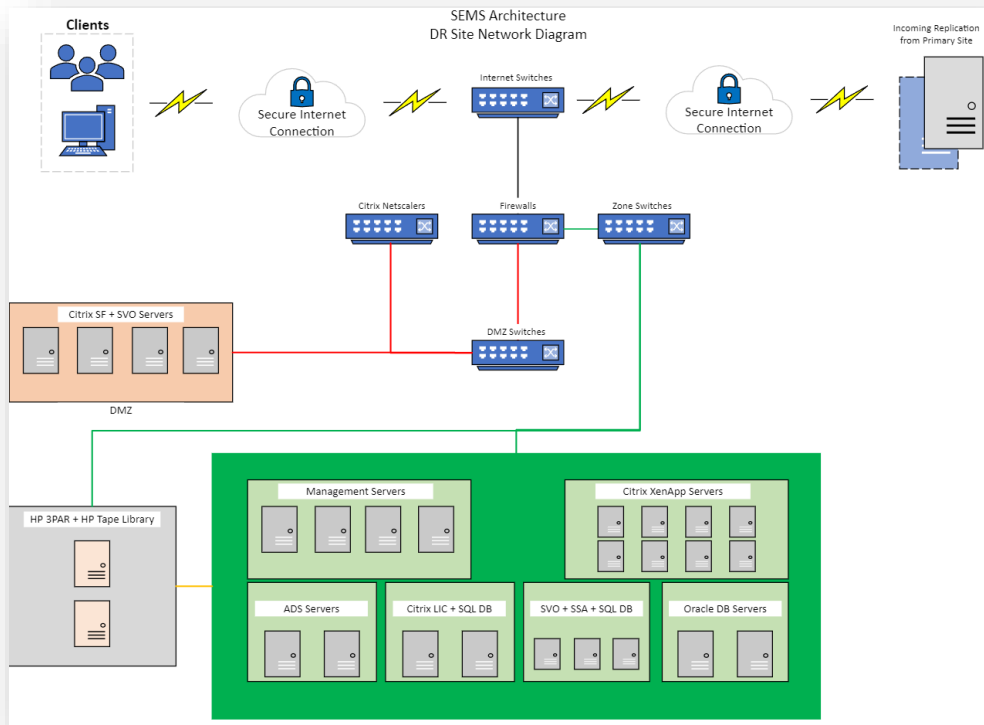
92.2.1. SEMS Site 2 Oracle Implementation will be upgraded from a single node architecture to a two-node cluster architecture with the same processing capacity as Site 1.

92.2.2. Server virtualization using VMware

92.2.3. Improved data backup strategy

92.2.4. Improved redundancy, resiliency, and availability





93. SEMS Hosting Environment Architecture

93.1. Vendor must include the following requirements in their service solution.

93.1.1. Client Tier

93.1.1.1. End Users will install Citrix client software on their desktop PCs, laptops, network computers, or handheld computers. Thereafter, the SEMS application is accessible using a browser. The browser and Citrix client work together as the viewer and the engine. The browser lets users view resources while the client software acts as an engine that enables users' desktops or laptops to access the application published.

93.1.2. Presentation and Application Service Tier

93.1.2.1. Web Interface

93.1.2.1.1. The Web Interface is deployed in the demilitarized zone (DMZ). It provides users with access to SEMS applications hosted on a Citrix XenApp Server (a.k.a. Presentation Server) through a standard Web browser. The Web Interface works with the Citrix NetScaler Gateway to provide a logon interface and facilitates authentication and authorization of connection requests to the applications published.

93.1.2.2. Citrix NetScaler Gateway Appliance

93.1.2.2.1. The Citrix NetScaler Gateway appliance provides secure access to SEMS applications published in Citrix XenApp and provides a secure Internet gateway between Citrix XenApp and user devices. The Secure Gateway

transparently encrypts and authenticates all user connections to help protect against data tampering and theft. All data traversing the Internet between a remote workstation and the Secure Gateway is encrypted using the Symantec Secure Sockets Layer (SSL) certificates. Citrix NetScaler Gateway is deployed in the demilitarized zone (DMZ).

93.1.2.3. XenApp Server

93.1.2.3.1. SEMS uses Citrix XenApp as the central presentation software component. XenApp presents each of the applications on the end users' desktop or laptops, and relays user actions from the desktops or laptops, such as keystrokes and mouse action, back to the application.

93.1.2.4. VMware ESXi Hosts

93.1.2.4.1. The solution includes server virtualization using VMware virtualization software ESXi. The Citrix Web Interface, XenApp and Management Servers will be virtual machines (VM) hosted on ESXi Servers. VMware's ESXi Server is a piece of the virtualization package when installed on a physical server allowing virtualization and communication between VMs and the underlying hardware components.

93.1.3. Data Tier

93.1.3.1. The Data Tier is made up of application database schemas, the Citrix data store, and the tape library solution, which are critical architectural components.

93.1.3.2. Application Data

93.1.3.2.1. The Oracle Database is used as the application data store. At both Sites there are two physical servers running the database, and servers are clustered together using Oracle Real Application Clusters (RAC) and running the Red Hat Enterprise Linux as the operating system.

93.1.3.2.2. Oracle RAC is used to cluster the databases to provide high performance (through built-in cache technology), load balancing (automatically directing users to the appropriate database server that has the lowest load), and instant failover (if one database server fails then all the load is moved to the active server without data loss since all transactions are being written to both databases).

93.1.3.2.3. Data at rest will be encrypted using Oracle Advanced Security; and Oracle data will be replicated near real-time between two sites using Oracle Golden Gate.

93.1.3.3. SAN Storage

93.1.3.3.1. The solution includes a HP 3PAR StoreServ for housing SEMS database schema(s), the Citrix data store, virtual machines, and to store logs and audit trails required for ensuring authenticity and integrity of the information. HP 3PAR StoreServ is highly scalable, robust, and highly available. It is resilient to failures.

93.1.3.3.2. HP 3PAR StoreServ is designed to deliver storage in a secure multitenancy, mixed workload environment at enterprise-class data centers. HP 3PAR StoreServ has the tightest integration with VMware virtualization software. HP 3PAR StoreServ is fully compatible with Microsoft Windows Server and Red Hat Operating Systems. HP 3PAR Recovery Manager offers integrated business continuity with Oracle.

93.1.3.4. Tape Library

93.1.3.4.1. The solution includes an HP StorageWorks MSL2024 Tape Library that provides extensive features such as compression capacity (2:1) of up to 38.4 TB. It easily meets infrastructure backup and recovery objectives. The library includes two removable 12-slot magazines and one user configurable mail slot. Its' integrated barcode reader facilitates media management. It supports industry-leading servers, operating systems and backup software and enables AES 256-bit embedded hardware encryption with compression. It provides reliable backups and automatically changes tapes with a robotics rating of two million Mean Swaps Between Failures (MSBF).

93.1.3.4.2. The solution also includes HP Data Protector backup software, which can seamlessly protect and harness SEMS data. It is based on the industry's most advanced technology and meets backup and recovery needs. It provides centralized management to perform backup operations from a single console that is extremely powerful, yet simple and easy to use, install, configure, and maintain.

93.1.4. Network and Security

93.1.4.1. Firewalls

93.1.4.1.1. The solution consists of Palo Alto's NextGen Security Appliance. This implementation balances security with productivity and availability. The Palo Alto NextGen firewalls are one of the industry's most deployed, stateful inspection firewalls and provide comprehensive next-generation network and security services, including, but not limited to denial-of-service (DoS), protection against botnets, and proactive, near real-time protection against internet-threats. The firewall will also provide secure remote access between endpoints and SEMS infrastructure key resources from ever-evolving threats using a set of Secure Socket Layer (SSL) and IP security (IPsec) VPN features.

93.1.4.2. Citrix NetScaler

93.1.4.2.1. The solution includes Citrix NetScaler appliances to deliver SEMS web applications with the highest availability, security, and performance. NetScaler includes built-in defenses against denial of service (DoS) attacks. Legitimate surges in application traffic that would otherwise overwhelm Citrix Web Interface servers are automatically managed with configurable Surge Protection and Priority Queuing features.

93.1.4.3. Intrusion Prevention System (IPS)

93.1.4.3.1. The solution includes Palo Alto's Advanced Threat Prevention that brings together advanced malware and spyware protection, URL filtering, and threat monitoring. These Intrusion Prevention System appliances are deployed at the perimeter of SEMS architecture network to protect SEMS IT infrastructure and thus eliminate any costly downtime, while allowing access to system resources to legitimate SEMS application users and applications.

93.1.4.4. Tripwire

93.1.4.4.1. The architecture includes Tripwire as a continuous change auditing software for monitoring networking and security devices for any noncompliant or unauthorized changes. Tripwire's change auditing capabilities lower the risk of regulatory violations, disruptions, and security breaches to the SEMS IT Infrastructure. The Tripwire solution detects and alerts the IT network and security team of any changes in critical networking and security device configurations that can threaten performance, undermine security, or in the worst-case scenario, bring down the network. It also acts as a security configuration management tool and continually assures the integrity of security configurations.

93.1.4.5. Cisco Router and Switches

93.1.4.5.1. Cisco Routers included in the architecture deliver high-performance, highly secure, and reliable services to the SEMS IT infrastructure.

93.1.4.5.2. Cisco Switches and Routing Switches included in the architecture are stackable standalone devices that provide wire-speed Fast Ethernet and Gigabit Ethernet connectivity. This switch offers two distinct sets of software features and a range of configurations to select the right combination for the network edge and allows segregating various network traffic using VLANs, thus delivering high-performance, secured, and reliable services.

93.1.4.6. Antivirus

93.1.4.6.1. The McAfee Antivirus software enhances SEMS architecture with comprehensive multi-tiered virus protection and shields systems from exploits, viruses, worms, Trojan horses, and other inappropriate content. It also eliminates the possibility of script vulnerabilities and provides silent updating. The McAfee ePolicy Orchestrator installed on one of the management servers is configured to download updates from McAfee and functions as centralized policy management and enforcement of security for the systems on which they reside. It also provides comprehensive reporting and deployment capabilities, all through a single point of control.

93.1.4.7. Microsoft Windows Active Directory Domain Services

93.1.4.7.1. The solution includes Microsoft Windows Active Directory and Domain Services (ADS), which authenticates users access of the SEMS application using a web browser. It also authenticates administrators logging into any of the SEMS systems. In addition, appropriate group policies are applied to secure the systems against any external attacks.

93.1.4.8. Infrastructure Monitoring Services

93.1.4.8.1. SolarWinds is used for monitoring SEMS infrastructure components from a performance perspective, including networks, web servers, application servers, databases, and SAN storage. SolarWinds is superior to alternative toolkits because it leverages a cohesive architecture and deploys across disparate platforms and technologies from a single management console. SolarWinds also enables real-time feedback to optimize performance.

93.1.4.8.2. Real-time performance metrics with statistical baselines and variable thresholds will be graphed in the operator console for proactive systems management. Measurement data is stored to provide support for reporting, health-history analysis, and capacity planning. Unlike many systems management tools, SolarWinds can operate without agents on any of the systems.

93.1.4.9. Security and Network Management Services

93.1.4.9.1. The architecture includes two management servers. One of the management servers is used for management and administration of various network and security components. The second management server is used for administration and maintenance of HP StorageWorks components such as HP 3PAR and the Tape Library.

93.1.4.9.2. The architecture also includes a Cyclades AlterPath ACS Console Server, which is a Linux/PowerPC based advanced console that will enable remote management of all the networking and security devices from a single management console in a secured manner.

93.2. Private Hosted Platform Service

93.2.1. As part of Private hosted platform service for SEMS, the Vendor must:

93.2.1.1. Procure all the hardware and software required for hosting SEMS, including third-party software components listed in section 94.2.2 that are currently used by SEMS.

93.2.1.2. Install, configure, deploy, and migrate SEMS from its current environment to the new environment.

93.2.1.3. Be responsible for all third-party hardware and software support and license costs and for maintaining all contracts current, including software that is currently owned by MSOS for SEMS that will be utilized as part of the private hosted platform.

93.2.1.4. Be responsible for all future replacement / upgrades of the server hardware.

93.2.1.5. Host both SEMS Primary (Site 1) and Secondary sites (Site 2).

- 93.2.1.6. Maintain, monitor, and support SEMS environments to guarantee maximum up-time and optimal performance.
- 93.2.1.7. Maintain SEMS databases in-sync in geographically separated hosting facilities.
- 93.2.1.8. Upgrade, host, maintain and support SEMS non-production environments such as Development, Testing and UAT.
- 93.2.2. Vendor will be utilizing the following third-party system software licenses currently utilized by SEMS:
 - 93.2.2.1. Oracle:
 - 93.2.2.1.1. Enterprise Database Licenses – Qty 10
 - 93.2.2.1.2. Real Application Cluster (RAC) Licenses – Qty 6
 - 93.2.2.1.3. Golden Gate – Qty 10
 - 93.2.2.1.4. Advanced Security – Qty 10
 - 93.2.2.2. CITRIX XenApp User License – Qty 500
 - 93.2.2.3. RedHat Linux Operating System
 - 93.2.2.4. HP Data Protector Software
 - 93.2.2.5. TOAD for Oracle
- 93.2.3. As part of the proposed cost, the Vendor will be responsible for renewing the software licenses and supporting the above-mentioned MSOS owned software components.
- 93.2.4. Vendor must host and support additional applications utilized for the Election process currently in the SEMS environment. These additional applications are:
 - 93.2.4.1. SafeVoteMS;
 - 93.2.4.2. My Election Day;
 - 93.2.4.3. OLVR and,
 - 93.2.4.4. Election Reporting.
- 93.3. MSOS will be responsible for:
 - 93.3.1. Maintaining DNS entries for SEMS, and
 - 93.3.2. Renewing SSL certificates annually for SEMS and other Mississippi Election related applications.
- 93.4. Vendor must develop and deliver a Failover Procedures and Process Plan within 30 days after the executed contract.
 - 93.4.1. The Failover Procedures and Process Plan must include a plan for periodic testing of the process.
 - 93.4.1.1. An outcome report from the failover periodic testing process is required to be submitted to MSOS upon the completion of the testing period.
 - 93.4.2. Vendor must keep the Failover Procedures and Process Plan updated as changes are required or at minimum, during an annual review.

Software Administration and Security

94. General

- 94.1. For hosted and supported services, the design must be compliant with the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy.
- 94.2. Solution must provide all software and system administration security features common to best practices, whether or not specified by this RFP.
- 94.3. Solution must provide controlled access to features and functions by configurable, role-based permissions as defined by MSOS.
- 94.4. Solution must allow the system administrator to set rights for access to data by individual or group.
- 94.5. Solution must prevent unauthorized access to the system.
- 94.6. Solution must accommodate administrator user rights to any and all workflows and tasks as determined by MSOS.
- 94.7. Authorized MSOS staff must be able to restrict specific user groups from being able to view or print certain types of documentation.
- 94.8. Roles, security, and access rights must be easily configurable without Vendor assistance.
- 94.9. The proposed solution must adhere to all current, relevant security and privacy standards.
- 94.10. The proposed solution must offer up-to-date, best practice identity management tools to govern user access, such as forced password changes, historical password checks, and the setting of temporary passwords, etc.
- 94.11. The Vendor shall describe how their proposed solution adheres to established security and privacy standards such as HIPAA, Federal Information Security Management Act (FISMA), Privacy Act, Federal Tax Information (FTI), and other Federal and State laws, regulations, and policies.
- 94.12. The Vendor shall describe their established business and technical protocols to ensure that the transmission and storage of information remains encrypted while in transit and at rest.
- 94.13. At the State's request, the Vendor shall invoke a process for masking, sanitizing, scrambling, or de-sensitizing sensitive data (e.g., PHI/PII) when extracting data from the production environment for use in another environment for testing purposes.

95. Security Audit

- 95.1. The Vendor shall complete Risk Assessments and Security Audit reports on an annual basis and when additions or changes to functionality affect the security framework and architecture, or when a new vulnerability is identified.
- 95.2. The Vendor shall cooperate and assist the State in responding to all Federal, State, and law enforcement questions, and audit and review requests. The Vendor shall provide audit support including random sample generation, data extracts, and hard-copy documents, and shall provide any requested data or information.

- 95.3. The Vendor shall make themselves available for third party auditors that ensure compliance with State and Federal security and privacy rules. The Vendor shall provide a mitigation plan for all reported deficiencies. Major and critical deficiencies shall be corrected within established and agreed upon timelines.

96. Final Acceptance Review

Vendor agrees that upon the successful completion of all implementation phases, MSOS will conduct a Final Acceptance Review (FAR) to determine whether or not Vendor has satisfied the terms and conditions of the awarded contract, which includes the requirements of this RFP No. 48134

Support Services

97. User Help Desk Services

- 97.1. System Support Management Plan (SSMP) A Draft SSMP shall be submitted with this proposal. The Vendor and MSOS will work together to develop a Final SSMP within 45 days of contract signing that:
- 97.1.1. Describes the Vendor's overall management approach and its ability to control and deliver the Support Services requirements of the RFP.
 - 97.1.2. Includes an organization chart showing the Contractor's SEMS support organization, including, for each position: the person's name, position title, and annual hours assigned to the support project, for all areas of responsibility, including:
 - Voter registration project management and functional analysis
 - Software development and maintenance (up to 4,000 hours per year)
 - Testing
 - Quality assurance
 - Database support and administration
 - Documentation
 - Help Desk
 - 97.1.3. A specific plan steps the Vendor will use to support the SEMS application; the milestones to be met; the due dates for each milestone; any deliverables (test report); and the names of the individuals responsible for each task.
 - 97.1.4. A detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s).
 - 97.1.5. A schedule to meet with MSOS, onsite to create the System Support Plan. This meeting will be scheduled following the contract signing. Vendor should plan for two to three days for this event.
 - 97.1.6. For each year under the Support Contract, the Contractor and MSOS Team will meet at a mutually agreeable time to formulate the upcoming year's System Support Management Plan.
- 97.2. Vendor must provide costs for Help Desk user support services that are seamlessly integrated with the Vendor's SEMS application development and testing services.
- 97.3. Vendor must provide information and pricing for a minimum of two (2) first tier responders.
- 97.4. Vendor must provide toll-free telephone hotline technical support, as well as internet access to a help desk that is available Monday thru Friday, 8:00 A.M. to 5:00 P.M. (CST) in Off Election

Periods, 7:00 A.M. to 7:00 P.M. in Peak Election Periods and 6:00 A.M. to 12:00 midnight on Election Day, or as outlined in Section 3 and agreed upon by the MSOS Team. Specifically, the Vendor's Help Desk will be expected to align with MSOS availability during election cycles.

- 97.5. Vendor's Help Desk must serve as the single point of contact for receiving, recording, and tracking the problems reported by SEMS users. For this reason, the Help Desk staff will attempt to determine the cause of the problem being called in, by asking the user if their problem relates to: (1) SEMS software; (2) SEMS system hardware; (3) desktop hardware; or (4) the network. If the call requires on-site service at the county level, the user will be advised to contact their local technical support.
- 97.6. Vendor must respond to SEMS users who will notify the Help Desk of problems by telephone, e-mail, facsimile, or in writing, in accordance with the SLA Issue Tracking Standards. The caller shall be given a Help Desk issue number for tracking and an expectation of the next step towards resolution.
- 97.7. Vendor's Help Desk, within five (5) minutes of any reported software failure, must notify by telephone and email the person(s) specified by MSOS.
- 97.8. If the user identifies the problem as being with the system hardware or statewide network, the Help Desk—within 5 minutes of completing entry of the trouble ticket—shall notify by telephone the Hardware Maintenance Vendor, Network Support staff and Vendor, and the person(s) specified by MSOS. The call should include the Help Desk tracking number. In addition, an email will be sent giving the entire ticket write-up and user contact information. Email subject lines will read: "Hardware Problem (trouble ticket number)", or, "Network Problem (trouble ticket number)" as appropriate.
- 97.9. Prior to the planned Fiscal Year 2024 Start of the new support contract, the Vendor shall assume ownership of all current SEMS Help Desk items. Currently in use is the Atlassian JIRA product. The Vendor shall move all current and past Ticketing System tickets to the Vendor's current Ticketing System. If the same JIRA number cannot be maintained in the new system, the Vendor shall provide to MSOS an electronic Trouble Ticket Cross Reference Listing.
- 97.10. Vendor shall identify in its proposal the industry-standard Ticketing System (Remedy, JIRA, other) that it will provide for SEMS exclusive use.
- 97.11. Vendor shall keep MSOS informed on SEMS issues weekly and will send to MSOS the Ticketing System issue reports by county and module, in an electronic format approved by MSOS. This weekly report will be due to MSOS on Friday. MSOS will work to prioritize the items on this list and will add them to the pending software release schedules. Monthly reports are also required as specified in the SLA Section.
- 97.12. Vendor will track on the monthly report the Help Desk performance including the counts of hardware and network ticket. These items will be tracked separately from software and support tickets. The closing rates on hardware and network tickets will not be used to evaluate Vendor's performance on this SLA.
- 97.13. MSOS Team Members shall have read/write access to Help Desk system tickets and reports. The Help Desk will close tickets according to the SLA Issue Tracking Standards provided by MSOS.
- 97.14. MSOS may request changes in Help Desk operating practices or reporting content, in order to improve the timeliness of issue resolution or the value of the reports to management.
- 97.15. Vendor must comply with all requirements set forth in the attached SLA Issue Tracking Standards document. Failure to comply will result in a reduction of monthly payments for Help Desk support on a percent-by-percent basis.

- 97.16. Vendor must identify in the proposal submitted any standard Help Desk services that are not included in the proposed support agreement.
- 97.17. Vendor must provide training on the Help Desk Tracking project to MSOS Team.
- 97.18. Vendor must implement an escalation process for the Help Desk Staff in order to alert all Team Members when an emergency issue arises.

98. Other Support Services

- 98.1. Vendor must provide MSOS with the source code of all software developed to maintain the SEMS application. This requirement includes all software patches, upgrades, or external software scripts developed by the Vendor to keep the application working properly. MSOS retains all sole proprietary rights to all software patches, upgrades, and scripts.
- 98.2. MSOS owns the source code for SEMS. The production version compiled source code will be made available to the awarded Vendor. SEMS software is solely for use by persons authorized by MSOS; the Vendor is not allowed to copy or distribute SEMS software to other users or States.
- 98.3. Vendor must deliver a copy of the SEMS Source code to MSOS within 14 days after the acceptance of each quarterly software release.
- 98.4. Upon the filing of a voluntary or involuntary bankruptcy petition or any other insolvency proceeding relating to the Vendor, or upon Vendor dissolution, Vendor merger with or acquisition by another company, or Vendor discontinuance of support of any software or system provided under the Contract, the Vendor shall convey to MSOS all right, title, and interest in all software that comprises any part of the SEMS not yet delivered to MSOS together with all licenses, uncompiled and compiled source code, and associated Software Source Code Documentation. These rights include but are not limited to the right to use, and cause others to use on behalf of the State, said software, licenses, source codes, and Software Source Code Documentation.
- 98.5. Vendor will maintain different versions of SEMS software, to provide for control of application development, testing, quality assurance and production operations.
- 98.6. Vendor will warrant the SEMS software received from MSOS and any software developed for SEMS for the life of this contract, including all renewal periods. MSOS pays only for accepted software working in production for 30 continuous days.
- 98.7. All new SEMS application releases must be “backwards-compatible” and be tested for backwards-compatibility by the Contractor prior to release for MSOS user acceptance testing (UAT).
- 98.8. Vendor will maintain the SEMS data edits and online help prompts that assist users in maintaining standardized voter registration records and processes.
- 98.9. Vendor must monitor and ensure that full data replication will occur in near real-time between the two sites.
- 98.10. Vendor must resolve any problem which has been formally documented and prioritized by MSOS, including any compatibility problems with third-party software or operating system software. Corrective action by the Vendor must follow the Vendor’s proposed development process as by MSOS and included in the System Support Management Plan (SSMP).

99. Data Management

- 99.1. The solution must be NIST compliant relating to security standards to ensure the data is protected and is secure in a resting state.

- 99.2. Vendor agrees to develop, document, and implement comprehensive procedures for the management of data and data documentation (Data Management Plan).
- 99.2.1. Vendor must agree to develop and document a Data Management Plan for the management of data.
- 99.2.2. The Data Management Plan must detail how data will be handled during and after the implementation phase of the project.
- 99.2.3. The Data Management Plan must include multiple domains that can be managed through data governance such as:
- Data architecture;
 - Development & deployment;
 - Testing;
 - Operations;
 - Security and Access; and
 - Document and Content Management;
- 99.3. Data Quality and Management Plan must ensure that data is:
- Consistently and uniformly collected;
 - Exchanged and maintained confidentially; and
 - Monitored by automated functions.
- 99.4. At a minimum, the Data Management Plan must address data management practices critical to the success of the proposed solution.

100. Standards

Proposed solution must comply with the most recent form of any and all regulatory standards that apply to the technologies sought by this RFP, whether or not they are defined by this RFP.

101. Backup and Recovery

- 101.1. Solution must have the ability to schedule various routine activities for automatic execution at specified and recurring dates and times. Examples of such activities include, but are not limited to:
- 101.1.1. Database backup and real time replication
- 101.1.2. Host Server configuration backups.
- 101.2. Vendor must agree that the proposed solution will need to be backed up (data and system configurations) at least daily for continuity of operations considerations. Copies of the backup tapes will be stored off site from the central operations site (primary and disaster sites) to increase the likelihood of their availability in case of a natural or man-made disaster.
- 101.3. Vendor must agree that the proposed solution will maintain synchrony between the primary active site and the failover site to ensure that each and every transaction successfully enrolled in the operational site is still available in case of a switchover to the other active site.

- 101.4. Vendor must develop and deliver a Backup and Testing Plan within 30 days after the executed contract.
 - 101.4.1. Vendor must include in the plan details about a monthly test to verify the quality of restored data.
 - 101.4.1.1. Vendor must provide an outcomes report detailing the findings to MSOS on the completion of testing.
 - 101.4.2. Vendor must keep the Backup and Testing Plan updated as changes are required or at minimum, during an annual review.

102. Service Availability and Restoration

- 102.1. For the initial term and any extended terms of service, the Vendor must agree that, except as the result of a catastrophic event, the proposed solution will provide at least 99.99 percent availability of all SEMS services, to be measured monthly.
- 102.2. Vendor agrees to include as unavailable time:
 - 102.2.1. Any scheduled outages for preventive maintenance
 - 102.2.2. Planned upgrades where the users do not have access to and the use of system functionality.
- 102.3. For purposes of this requirement, “catastrophic event” is defined as a natural or man-made disaster that destroys both the primary and the disaster recovery sites or renders both unusable due to fire, water damage, earthquake, radioactive leak, large-scale power outage, declared medical pandemic, or a large-scale communications infrastructure outage (telephones and Internet access). Large-scale means at least affecting the city where the site is located.

103. Continuity of Operations Plan

- 103.1. Many of the requirements of this RFP No. 48134 refer to the need for continued operations if a local or regional event adversely affects access to the primary site or interrupts normal operations. To address these needs, Vendor must submit, a Continuity of Operations Plan (COOP) in response to this RFP.
 - 103.1.1. COOP services include but are not limited to the provision of cloud computing, system data, and documentation to ensure essential services in the event of a disaster declaration. The COOP must include plans for periodic training drills involving all pertinent personnel, equipment, and systems to maintain readiness to respond to disaster declarations. MSOS and Vendor will agree on the timing of disaster training drills.
 - 103.1.2. The COOP must document procedures to ensure the performance of essential functions during abnormal conditions, including system maintenance and system upgrades. Essential functions are defined as those functions that enable Vendor to provide vital services under any and all circumstances.
- 103.2. Vendor agrees that COOP services will be considered a part of system maintenance and will be covered by the system maintenance fees.
- 103.3. At a minimum, the COOP must:

- 103.3.1. Ensure continuous performance of essential system functions and operations during an emergency or planned outage;
 - 103.3.2. Protect essential system functionality, continuity of records, and other assets;
 - 103.3.3. Reduce or mitigate disruptions to operations; and
 - 103.3.4. Achieve a timely and orderly recovery from an emergency and resume full service to users.
- 103.4. At a minimum, the capabilities provided by the Vendor in the COOP must:
- 103.4.1. Be maintained as an active failover service;
 - 103.4.2. Be capable of providing 100 percent of the services both with and without warning/scheduling; and
 - 103.4.3. Be continuously operational in a hosted environment during normal operations.
- 103.5. Upon implementation, the COOP must:
- 103.5.1. Outline a decision process for determining appropriate actions in implementing COOP plans and procedures.
 - 103.5.2. Establish a roster of fully equipped and trained emergency provider and State personnel with the authority to perform essential functions and activities.
 - 103.5.3. Include procedures for employee advisories, alerts, and COOP Plan activation, with instructions for relocation to predesignated facilities, with and without warning, during duty and non-duty hours. This includes providing for personnel accountability throughout the duration of the emergency and providing for continuous operational status in an active-active environment.
 - 103.5.4. Establish reliable processes and procedures to acquire resources necessary to continue essential functions.
- 103.6. Declaration of Disaster
- 103.6.1. A declaration of disaster may be called by the State or by the Vendor.
 - 103.6.2. In the event of a declared disaster, MSOS expects the Vendor to be completely responsible for the restoration of system operations.
 - 103.6.3. Vendor will be expected to invoke the appropriate disaster recovery plan within four (4) hours from the disaster declaration and the disruption of normal operations.
 - 103.6.4. MSOS must be able to log on to the failover system at the disaster recovery site immediately upon the disaster declaration.
 - 103.6.5. Vendor shall have 100% capacity of the operational system regardless of the declaration of the disaster by the State or the Vendor.
 - 103.6.6. Vendor's failure to make a declaration of a Disaster within four (4) hours shall result in any system downtime, as a result of this incident, being deemed as unscheduled downtime.
 - 103.6.7. In the event of a disaster declaration, Vendor must remain in regular and consistent communications with MSOS, keeping all relevant managers and responders informed and updated on efforts to restore normal operations.

104. Customer Support

- 104.1. Vendor must provide continual, around the clock (24/7/365), manned network operating center (NOC) support and monitoring. This includes but is not limited to operating system support, hardware monitoring and health performance, hardware security reporting, network monitoring and health performance, network availability, and network security reporting. These services must be offered within the continental United States.
- 104.2. Vendor must provide a toll-free telephone number for MSOS staff to call 24/7/365 and an always-accessible website for trouble reporting. All telephone customer support must originate in the Continental United States and all support staff must be able to communicate clearly in the English Language.
- 104.3. Vendor must disclose instances where a third party or sub-contractor is being used for any portion of customer support services, including the intake of reported problems.
- 104.4. Vendor must keep the appropriate MSOS management and technical support staff updated on the status of trouble resolution.
- 104.5. Vendor agrees to provide adequate training for the effective access and use of support services as requested by the State.
- 104.6. Vendor agrees to provide always-updated documentation of all support processes.

105. Service Level Agreements

- 105.1. MSOS requires notifications of service outages or degraded performance. The Vendor shall communicate notifications via a support ticket, email, telephone call, or by all three methods, depending upon the severity of the situation. Upon service restoration, the provider shall provide fault isolation and root-cause analysis findings in restoration notices to MSOS points of contact.
- 105.2. Vendor must provide root-cause analysis notifications within two business days of the incident. The Vendor must have proven technology, processes, and procedures to escalate problems to MSOS points of contact via a call tree-based solution, depending on the severity and type of issue.
- 105.3. Vendor must provide a work effort estimate once a root-cause analysis is complete and be willing to expedite issues which rate "Major" or "Severe" depending on the root-cause.
- 105.4. The provider shall follow the problem severity guidelines specified in Table 1 for assigning severity levels for incident creation.

Table 1 - Deficiency Priority Levels

Priority Level	Description of Deficiency	Response Timeframe	Resolution Time
1 Critical	System is down (unscheduled downtime) or is practically down (e.g., extremely slow response time) or does not function at all, as determined by State. There is no way to circumvent the problem; a significant number of State users are affected. A production business system is inoperable.	One hour from intake	Eight consecutive hours from intake
2 Severe	A component of the solution is not performing in accordance with the specifications (e.g., slow response time), creating significant State business impact, its core functionality is not available, or one of system requirements is not met, as determined by State.	Four hours from intake	24 hours from intake
3 Moderate	A component of the solution is not performing in accordance with the specifications; there are unexpected results, moderate or minor operational impact, as determined by State.	24 hours from intake	14 days from intake
4 Low	As determined by the State, this is a low impact problem, that is not significant to operations or is related to education. Some examples are: general <i>how to</i> or informational solution software questions, understanding of reports, general <i>how to create reports</i> , or documentation requests.	48 hours from intake	Resolve educational issues as soon as practicable by Vendor. Low impact software or operational issues to be resolved by next version release or six months, unless otherwise agreed to by State and Vendor.

106. Issue Tracking

- 106.1. Vendor shall use an industry standard tracking system to thoroughly document issues and requests for MSOS.
- 106.2. Describe how operational trouble issues are submitted, prioritized, tracked, and resolved.
- 106.3. Describe how software performance issues are submitted, prioritized, tracked, and resolved.
- 106.4. Describe how user support issues are requested, prioritized, tracked and resolved.
- 106.5. Detail your escalation procedures for responding to trouble tickets, software performance, and user support issues.

- 106.6. Vendor shall provide a customer portal for MSOS to track help desk ticketing and incident resolution.
- 106.7. Details of MSOS environments within the custody of the provider must be readily available to any authorized support personnel of the provider, including but not limited to architecture diagrams, network connectivity diagrams, service level agreements (SLA), contacts, backups, and monitoring alerts.
- 106.8. Vendor must provide a monthly issue tracking report as defined by MSOS. For example, the report must detail and comment on any open tickets at month's end, all issues opened and closed within the past month, and other details as required by MSOS.
- 106.9. For issue tracking, solution must be capable of on demand as well as auto-run reporting.

107. Remedies for Failure to Meet Service Levels

- 107.1. Vendor agrees that service credits will accrue for unscheduled downtime, including Vendor's failure to meet system availability requirements or response time requirements for curing deficiencies.
- 107.2. For purposes of assessing service credits, response timeframes will be measured from the time the Vendor is properly notified until the State determines that the deficiency has been resolved.
- 107.3. For purposes of assessing service credits, Vendor agrees that credits will be measured in monthly cumulative minutes for unresolved deficiencies and unscheduled downtime.
- 107.4. Vendor agrees that Priority Levels 1 and 2 response time deficiencies will be considered unscheduled downtime and will entitle the State to service credits in accordance with Table 2, Service Credit Assessments.
- 107.5. Without limiting any other rights and remedies available to State, Vendor agrees to issue service credits in accordance with the measures prescribed by Table 2, Service Credit Assessments.
- 107.6. Vendor agrees that service credits will be calculated separately for each applicable deficiency and will be assessed at the end of each month of system maintenance.
- 107.7. Vendor agrees that after 30 days of continued, deficient response time, according to the SLA, the State will consider the conditions to be equal to unscheduled downtime and the service credits in the Table 2 will go into full force and effect.
- 107.8. Vendor agrees that service credits are not penalties and, when assessed, will be deducted from the State's payment due to the Vendor.

Table 2 – Service Credit Assessments

Length of Continuous Unscheduled Downtime	Service Credits
1 to 4 hours	One day of Service Credits equal to 1/30th of Monthly Fees
4 to 48 hours	Two days of Service Credits equal to 1/15th of Monthly Fees
48 to 96 hours	Five days of Service Credits equal to 1/6th of Monthly Fees
Each additional block of 96 hours thereafter	Additional Five days of Service Credits equal to 1/6th of Monthly Fees

108. System Monitoring

108.1. Vendor agrees to provide monitoring services to cover all the services provided by the Vendor, including but not limited to:

- 108.1.1. Network connectivity (i.e., whether the network is up or down, and real-time bandwidth usage);
- 108.1.2. Full stack application monitoring;
- 108.1.3. Services running on the operating systems;
- 108.1.4. Hardware monitoring;
- 108.1.5. Performance indicator;
- 108.1.6. Network latency;
- 108.1.7. Utilization (e.g., memory, disk usage);
- 108.1.8. Trending (for minimum of one year);
- 108.1.9. Sharing of the monitored data with MSOS through a portal;
- 108.1.10. High Availability—provider must have capabilities to detect failover to another region or availability zone in the event MSOS workload and services failover; and
- 108.1.11. Vendor must provide detailed examples of how it has integrated alerts that are triggered by monitoring technologies into their support processes.
- 108.1.12. On Primary and General Election Days, MSOS will require additional monitoring and reporting of system resources every hour from 7:00 am to 7:00 pm. Reporting will include the number of users logged into the system, along with utilization of system memory and database processors.

109. Backup & Replication Services

- 109.1. The Vendor must be able to configure, schedule, and manage backups of all the data including but not limited to files, folders, images, system state, databases, and enterprise applications.
- 109.2. The Vendor must maintain backup system security and application updates.
- 109.3. The Vendor must provide cloud backup options.
- 109.4. The Vendor must encrypt all backup files and data and must manage encryption keys. At a minimum, the backup options must encompass a strategy of daily incremental and weekly full backups. All cloud instances must include options for snapshots and backups of snapshots.
- 109.5. The encrypted backup should be moved to another geographical region. Regardless of the method of backup, weekly full backups must include system State information. MSOS retention requirement for all backups is 55 weeks. Backup retrieval must be started within two hours of notification from MSOS. Vendor must monitor all disaster recovery instances, including replication and instance performances.
- 109.6. Solution must be capable of running backup reports on a weekly basis, or whatever sequence is required by MSOS. For example, report should reveal which jobs successfully completed, which jobs failed, and which jobs restarted, etc.
- 109.7. For backup reporting, solution must be capable of on-demand as well as auto-run reporting.
- 109.8. The Vendor must be willing to provide backups on demand related to development, database changes, or emergency situations.
- 109.9. The Vendor must provide unlimited data retention to prevent spoilage of documents and records.

110. Patching

- 110.1. The Vendor must provide patching capabilities for all MSOS systems. Patching must cover all Microsoft and non-Microsoft vulnerabilities.
- 110.2. The Vendor must manage deployment of new patches in MSOS environment before production deployment and must be capable of excluding patches from normal patching based on requests from MSOS. This may include service packs and other application-specific patches.
- 110.3. The Vendor must provide MSOS with a list of patches to be applied before each patching event.
- 110.4. From time to time, MSOS may request that specific patches be performed outside of the normal monthly patching cycle. The provider must be capable of supporting these out-of-cycle patch requests.

111. Processes

- 111.1. The Vendor shall have mutually agreed upon processes and policies in place to support system operations.

- 111.1.1. Any modifications to the agreed upon policies and processes must receive prior approval from MSOS.
- 111.1.2. Such processes and policies must be thoroughly documented.
- 111.1.3. Such processes and policies must be reviewed by the Provider and MSOS at least annually.

112. Software Updates

- 112.1. Once available, Vendor must provide all software updates necessary to keep current with the proposed solution's technology standards, industry standards, third party software upgrades, enhancements, updates, patches, and bug fixes, etc.
- 112.2. Such Software updates shall include but not be limited to enhancements, version releases, and other improvements and modifications to the core solution software, including application software.
- 112.3. Vendor agrees that maintenance services will also include maintaining compatibility of the solution software with any and all applicable Vendor provided interfaces.
- 112.4. Vendor must provide notice to MSOS at least three (3) business days prior to any anticipated service interruption; notice must contain a general description of the reason for the service interruption.
- 112.5. Vendor agrees that prior to installation of any third-party software or any update thereto, Vendor must ensure compatibility, promptly upon release, with the then current version of the software.
- 112.6. Vendor agrees to ensure compatibility with all required or critical updates to third party software, including without limitation, service and compatibility packs, and security patches.
- 112.7. Vendor agrees that third party application software incorporated by the Vendor is subject to the same maintenance and service obligations and requirements as the application software components that are owned or are proprietary to the Vendor.

113. Equipment Refresh & Enhancements

- 113.1. Vendor agrees to conduct joint technology reviews with the State to guarantee that the software and system security are adequate for State purposes and are consistent with then-current technology used in similar systems.

114. Development and Configuration Block Service Hours

- 114.1. Vendor must provide pricing for 4000 block service hours for enhancements to the system functionality and design. These services hours:
 - 114.1.1. Will only be billable when utilized during a contract year. Unused service hours cannot be invoiced.
 - 114.1.2. Are fully loaded and cover the complete cost for development, system configuration, testing, UAT, deployment, etc. (Dev to Prod Cycle).
- 114.2. When system enhancements are requested, the Vendor will provide MSOS with an itemized Statement of Work (SOW) and included the number of block service hours, by item, required to complete the request.

- 114.2.1. MSOS will have up to 30 days to review and approve the submitted SOW.
- 114.2.2. Vendor can begin the enhancement work after the MSOS approves the SOW.
- 114.2.3. Vendor can invoice the MSOS for the completed work after a 30-day, error free system deployment.

115. Change Order Rates

- 115.1. After implementation and acceptance of the services procured by this RFP, MSOS may require additional services, such as enhancements or other system related needs. Vendor must include a fully loaded change order rate as a separate line in the Vendor’s Cost Information Submission, Section VIII of RFP No. 48134.

Deliverables

116. General

- 116.1. Vendor must agree to provide the documents described in Table 3 below.
- 116.2. Vendor must agree to the delivery timeline for each document.
- 116.3. Vendor must keep all documents updated as details change during the project

Table 3 – Document Deliverables

Deliverable/Plan	
1. Project Work Plan and Schedule	Include with Proposal
2. System Migration Plan	Include with Proposal
3. Failover Procedures and Process Plan	Include with Proposal
4. System Support Management Plan (Draft)	Include with Proposal
5. Continuity of Operations Plan (COOP)	45 days prior to Acceptance
6. System Support Plan	45 days prior to Acceptance
7. Data Management Plan	45 days prior to Acceptance
8. Data Quality Plan	45 days prior to Acceptance
9. Backup and Testing Plan	45 days prior to Acceptance

Section VIII Procurement Process

117. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	June 10, 2024
Second Advertisement Date for RFP	June 17, 2024
Deadline for Vendor’s Written Questions	3:00 PM CT June 28, 2024
Deadline for Questions Answered Posted to MSOS Website	July 8, 2024
Deadline for Vendor Proposal Submission	3:00 PM CT August 30, 2024
Open Proposals	3:00 PM CT September 3, 2024
Evaluation of Proposals Begin	September 9, 2024
Optional Vendor Clarifications (estimated dates)	September 23-27, 2024
Evaluation of Proposal Ends	September 30, 2024
Contract Award Announcement	October 17, 2024
Contract Negotiation Begins	October 18, 2024
Proposed Project Implementation Start-Up	TBD

118. Change Orders

- 118.1. Vendor must submit, in the attached Cost Information Submission Table 2 an hourly rate or rate schedule for performing any Change Orders requested by the State.
- 118.2. Vendor must submit an optional fully loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.
- 118.3. Vendor staff related travel expenses as required and approved by the State for a Change Order, must be invoiced at the fully loaded rate (or less) since travel expenses will not be reimbursed. Change Order hours for any Vendor staff where travel is not required or approved by the State must be invoiced at the base rate (or less).

119. Cost Information

- 119.1. Vendor must specify all costs associated with this project in the attached Cost Information Submission Form. Vendor must propose a fixed –price contract amount showing itemized cost for the maintenance, professional services and any other costs associated with this proposal.

- 119.2. Vendor must specify in the Cost Plus % column of the Cost Information Submission, the cost plus percentage associated with the specified services on each line.
- 119.3. Vendor must specify on the Cost Information Submission Form, the percentage of increase for these services during years 2-5 of the contract.
- 119.4. Vendor may include other detailed cost information to support the Cost Information submission being provided, as an attachment.

120. Proposal Evaluation Methodology

- 120.1. An Evaluation Team from MSOS will review and evaluate all proposals. All information provided by the Vendors as well as any other information available to the evaluation team will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:

Categories	Maximum Value
Support Requirements	50 points
Datacenter Requirements	20 points
Lifecycle Cost	30 points
TOTAL	100 points

- 120.1.1. Each category included in the scoring mechanism is assigned a weight between one and 100.
- 120.1.2. The sum of all categories equals 100 possible points.
- 120.2. The evaluation will be conducted in four stages:
 - 120.2.1. **Stage 1 – Selection of Responsive/Valid Proposals**
Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, experience, number of copies, bond requirement and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
 - 120.2.2. **Stage 2 – Technical/Functional evaluation (all requirements excluding cost)**
Proposals meeting fewer than 90% of the requirements in the non-cost categories may be eliminated from further consideration.
 - 120.2.3. **Stage 3 – Cost Evaluation**

Points will be assigned using the following method:

120.2.3.1. Each cost proposal will be assigned a base cost score through a formula.

- $(1 - ((B - A) / A)) * n$
 - A is Total lifecycle cost of lowest valid proposal.
 - B is the Total lifecycle cost of proposal being scored
 - n is the maximum number of points allocated to cost for this acquisition.

120.2.3.2. After a base score has been assigned, the base score will be allocated into score ranges that will allocate points for cost based upon the score range the base score is assigned. The score range and point assignment will be as follows:

- Base score between 30 and or greater than 25 will be awarded 30 points.
- Base score between 25 and greater than 20 will be awarded 25 points.
- Base score between 20 and greater than 15 will be awarded 20 points.
- Base score between 15 and greater than 10 will be awarded 15 points.
- Base score between 10 and greater than 5 will be awarded 10 points.
- Base score between either 5 or lesser will be awarded 5 points.

120.2.4. **Stage 4 – Selection of Successful Vendor**

120.2.4.1. **Optional Proposal Clarification**

At MSOS's option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make proposal clarifications. The clarification submission must be made according to the Procurement Timeline in Section 3.

120.2.4.2. **Optional Oral Presentation**

Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person in Jackson, Mississippi at the Vendor's expense and conducted within seven (7) calendar days of notification. The presentation must be made by the Vendor's proposals project principal. The presentation is intended to give the State an opportunity to become acquainted with the Vendor's project principal, receive a first-hand understanding of the proposal and engage in a question-and-answer session.

120.2.4.3. **Final Quantities Evaluation**

Following any optional requested presentations, the Evaluation Team will reevaluate any technical/functional (non-cost) scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

Section IX

Cost Information Sheet

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension and deliverable. Any cost not listed in this section may result in the Vendor providing those products and/or services at no charge to the State or face disqualification.

Table 1 – Support Services – Year 1

Section	Description	Hours Qty	Unit Price	Extended Price	Cost Plus %
99 -103	Requirements for all SEMS software, Data Center on-site support as needed, including repairs, evaluation, back-ups, and database maintenance				
114	Requirements for SEMS software development will include 50% development, 25% functional specifications and 25% quality assurance testing.	4,000			
86 & 89	Project management including meetings, deliverables, documentation, and reporting				
24.6	Personnel Work Location Lead Support Manager – In Jackson for two weeks during transition.				
97	User Help Desk Services				
98	Other Service Requirements – Itemize and price any that are not covered in overall support effort on attached options page				
92 & 93	3 rd Party Software and Support				
108	Data Center Monitoring and Support				
110 & 112	Patching & Software Updates				
93	Hardware Cost - Equipment purchase/upgrade				
	TOTAL PROPOSED COST				
119.3	Support Cost Increase % for Years 2-5.			% =	

Table 2 – Change Order Rates

Role/Function	Base Rate	Fully Loaded Rate

Reference Form

Complete three (3) reference forms.

Contact Name	
Company Name	
Address	
Phone Number	
Email Address	
Project Start Date	
Project End date	

Description of product/services/project:

--

Subcontractor Reference Form

Complete a separate form for each subcontractor proposed.

Contact Name	
Company Name	
Address	
Phone Number	
Email Address	

Scope of services/products to be provided by subcontractor:

--

Complete three (3) reference forms for each subcontractor.

Contact Name	
Company Name	
Address	
Phone Number	
Email Address	
Project Start Date	
Project End date	

Description of product/services/project:

--

Attachment A

Service Agreement Contract and Confidentiality addendum

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with MSOS. The inclusion of this contract does not preclude MSOS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Service Agreement Contract, Vendor must list and explain each specific exception on the Proposal Exception Summary Form included.

SEMS HOSTING AGREEMENT

THIS AGREEMENT is made this _____ day between the Mississippi Secretary of State, Michael Watson (referred to as "SECRETARY") and <VENDOR> (hereinafter referred to as "CONTRACTOR"), located at <VENDOR ADDRESS>.

In consideration of the mutual benefits and advantages to each other, SECRETARY desires to engage CONTRACTOR for the purposes and for the time period set forth below; and CONTRACTOR agrees to provide the services in accordance with the terms and conditions of this Agreement.

1. SCOPE OF SERVICES

CONTRACTOR shall provide SECRETARY with the products and services set forth in the CONTRACTOR SEMS Hosting Proposal. The CONTRACTOR SEMS Hosting Proposal is attached hereto as Exhibit B.

CONTRACTOR represents and warrants the services provided shall be of professional quality consistent with and in accordance with generally accepted industry standards for the provision of such services.

2. PERIOD OF PERFORMANCE

Unless this Agreement is extended by mutual written agreement of the parties or terminated as prescribed elsewhere herein, this Agreement shall begin on January 1, 2025, and end no later than December 30, 2029.

3. CONSIDERATION AND PAYMENT

As consideration for the satisfactory provision services contemplated by this Agreement, SECRETARY agrees to pay, and CONTRACTOR agrees to accept total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED <WRITTEN DOLLAR AMOUNT>, and shall be payable as set forth below.

CONTRACTOR shall invoice SECRETARY <WRITTEN DOLLAR AMOUNT> monthly in arrears for all services provided as set forth in the CONTRACTOR SEMS Hosting Proposal attached hereto as Exhibit B.

CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its' employees shall, under any circumstances, be considered servants, agents or employees of SECRETARY, and SECRETARY shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees, or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between SECRETARY and CONTRACTOR. At no time shall CONTRACTOR be authorized to do so and at no time shall CONTRACTOR act as an agent for SECRETARY.

4. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the CONTRACTOR's choice. The SECRETARY may, at its' sole

discretion, require CONTRACTOR to electronically submit invoices and supporting documentation at any time during the term of this agreement. CONTRACTOR understands and agrees that the SECRETARY is exempt from the payment of taxes. All payments shall be in United States currency.

5. E-PAYMENT

CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. Payments on behalf of SECRETARY to CONTRACTOR for services will be rendered in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. §§ 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) calendar days of receipt of invoice.

6. E-VERIFICATION

CONTRACTOR represents and warrants it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq.* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees any breach of these warranties may subject CONTRACTOR to the following:

- a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or
- b) the loss of any license, permit, certification, or other document granted to CONTRACTOR by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or both
- c) in the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by MSOS due to contract cancellation or loss of license or permit to do business in the State.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed the obligation of SECRETARY to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to SECRETARY, SECRETARY shall have the right upon ten(10) working days written notice to CONTRACTOR, to terminate this Agreement without damage, penalty, cost or expenses to SECRETARY of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

8. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the state. CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

9. ASSIGNABILITY AND SUBCONTRACTING

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of SECRETARY thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by SECRETARY.

10. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this Agreement, in the event CONTRACTOR defaults in any obligations under this Agreement, CONTRACTOR shall pay to SECRETARY all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by SECRETARY in enforcing this Agreement or otherwise reasonably related thereto. CONTRACTOR agrees that under no circumstances shall SECRETARY be obligated to pay any attorney's fees or costs of legal action to CONTRACTOR.

11. AUTHORITY TO CONTRACT

CONTRACTOR warrants

- a) It is either a sole proprietor or validly organized business with valid authority to enter into this Agreement;
- b) It is qualified to do business and is in good standing with the State of Mississippi, if required;
- c) Entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
- d) Notwithstanding any other provision of this Agreement to the contrary, there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

12. CHANGES

SECRETARY may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

13. COMPLIANCE WITH LAWS

CONTRACTOR understands SECRETARY is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services.

CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all

applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. CONFIDENTIALITY.

Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of SECRETARY, and in accordance with the Confidentiality and Non-Disclosure Addendum attached as Attachment A.

15. FAILURE TO ENFORCE.

The failure by SECRETARY at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of SECRETARY to enforce the provision at any time in accordance with its terms.

16. INSURANCE.

CONTRACTOR shall maintain, at its own expense, the following insurance coverage in the amounts specified, insuring CONTRACTOR, its employees, agents, designees, subcontractors, and any indemnities as required herein:

- a) Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), including personal injury, bodily injury (including both disease and death), property damages and blanket contractual liability; and
- b) Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence with the State of Mississippi added as an additional insured; and
- c) Employee fidelity bond insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00); and
- d) Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

CONTRACTOR shall furnish SECRETARY with a certificate of conformity providing the aforesaid coverage within ten (10) days of execution of Agreement. It is understood by the parties in the event CONTRACTOR fails to secure such insurance and providing the certificate evidencing same, SECRETARY, at its sole option, may terminate this Agreement immediately without further notice to CONTRACTOR. All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to SECRETARY. No policy of insurance may be cancelled or reduced during this Agreement. Modification to the policy of insurance must have written notification to SECRETARY prior to modification.

17. ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.

CONTRACTOR shall submit to SECRETARY at such times and in such form and manner as SECRETARY may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. SECRETARY shall have the right to request additional information pertaining to each itemized invoice. SECRETARY shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

18. NETWORK SECURITY.

CONTRACTOR and SECRETARY understand and agree the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from SECRETARY's network must be accomplished via a Virtual Private Network (VPN). The State of Mississippi's Enterprise Security Policy is available for viewing at the Mississippi Department of Information Technology Services website at <https://www.its.ms.gov/services/security/enterprise-security-policies-and-standards>

If remote access is required at any time during the life of this Agreement, CONTRACTOR and SECRETARY agree to implement/maintain a VPN for this connectivity. This required VPN must be IP Sec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device on SECRETARY'S premises. CONTRACTOR agrees it must, at its expense implement/maintain a compatible hardware/software solution to terminate the specified VPN on CONTRACTOR'S premises. The parties further understand and agree the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. SECRETARY reserves the right to introduce a new protocol and architecture standard and require CONTRACTOR to comply with the same, in the event the Industry introduces a more secure, robust protocol to replace IPSec / ESP and/or there is a change in the manufacturer engaged.

19. NOTICE OF DATA BREACH OR DATA INCIDENT

In the event of discovering a Vulnerability, or in the event of a Cyberattack or Data Breach, concerning the SEMS system, infrastructure, or its environment, CONTRACTOR shall (i) provide written notice to SECRETARY of a known Vulnerability as soon as reasonable but no later than twenty-four (24) hours after becoming aware of the Vulnerability. CONTRACTOR shall (ii) provide written notice to SECRETARY of a Cyberattack or Data Breach as immediately as reasonably practicable, but no later than one (1) hour after Service Provider becomes aware of the Cyberattack or Data Breach. Immediately following the CONTRACTOR's notification to SECRETARY of a Cyberattack or Data Breach, CONTRACTOR and SECRETARY shall coordinate to investigate the Cyberattack or Data Breach.

CONTRACTOR shall bear all costs and expenses associated with investigating, reporting, and remediating the Cyberattack or Data Breach and shall cooperate with SECRETARY's personnel, including any local, state, or federal law enforcement agency to which SECRETARY reports the incident, full, including, without limitation, by providing access to SECRETARY and/or its personnel, to relevant records, logs, files, data reporting or other materials requested. CONTRACTOR expressly agrees that it shall not inform any third party, including any law enforcement agency, of a Cyberattack or Data Breach without first notifying SECRETARY. Notices under this section shall be directed to technical personnel designated by the SECRETARY and shall not be given under Section 20 of this agreement.

For the purpose of this section, the below terms shall have the following meaning:

- (i) "Cyberattack" shall mean any attempt to violate the security perimeter of the SEMS infrastructure and environment by an unauthorized party.
- (ii) "Data Breach" shall mean the confirmed occurrence of access to and/or disclosure of confidential information, access to confidential information, destruction of data assets, or abusive use of the SEMS infrastructure, environment, or systems by an unauthorized party.
- (iii) "Vulnerability" shall mean any weakness in an asset or security protection, whether physical or virtual, which would allow for a threat to cause harm, including, but not limited to, a weakness in any hardware on which the SEMS system is hosted or software utilized in the hosting of the SEMS system.

20. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. SECRETARY and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR For SECRETARY
<VENDOR NAME> Mississippi Secretary of State
<VENTOR ADDRESS> Attn: Loise Jefferson
Post Office Box 136
Jackson, Mississippi 39205-0136

21. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

22. REPRESENTATION REGARDING CONTINGENT FEES

CONTRACTOR represents it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in CONTRACTOR'S bid or proposal.

23. REPRESENTATION REGARDING GRATUITIES

CONTRACTOR represents it has not violated, is not violating, and promises it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

24. STATE'S IMMUNITY

By entering into this Agreement with CONTRACTOR, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

25. STOP WORK / SERVICES ORDER

A. Order to Stop Work / Services: SECRETARY may, by written order to CONTRACTOR at any time, and without notice to any surety, require CONTRACTOR to stop all or any part of the work/services called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) calendar days after the order is delivered to CONTRACTOR unless the parties agree to any further period. Any such order shall be identified specifically as a stop work/service order issued pursuant to this clause. Upon receipt of such an order, CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work/service order expires, or within any further period to which the parties shall have agreed, SECRETARY shall either:

- a. Cancel the stop work/service order; or,

- b. Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. Cancellation or Expiration of the Order: If a stop work/service order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the Agreement shall be modified in writing accordingly, if:
 - a. the stop work / service order results in an increase in the time required for, or in CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement; and,
 - b. CONTRACTOR asserts a claim for such an adjustment within thirty (30) calendar days after the end of the period of work/services stoppage; provided, if SECRETARY decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this agreement.
- C. Termination of Stopped Work: if a stop work/services order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work/ services order shall be allowed by adjustment or otherwise.

26. TERMINATION FOR CONVENIENCE

- A. Termination: SECRETARY or designee may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. SECRETARY or designee shall give written notice of the termination to CONTRACTOR specifying the part of this Agreement terminated and when termination becomes effective
- B. Contractors Obligations: CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. SECRETARY or designee may direct CONTRACTOR to assign CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to SECRETARY. CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

27. TERMINATION FOR DEFAULT

- A. Default: If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the Agreement's provisions, or commits any other substantial breach of this Agreement, SECRETARY or designee may notify CONTRACTOR in writing of the delay or non-performance and if not cured in ten(10) working days or any longer time specified in writing by SECRETARY or designee, such officer may terminate CONTRACTOR'S right to proceed with this Agreement or such part of the Agreement as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, SECRETARY or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by SECRETARY or designee. CONTRACTOR shall continue

performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- B. **Contractors Duties:** Notwithstanding termination of this Agreement and subject to any directions from the procurement officer, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which the State has an interest.
- C. **Compensation:** Payment for completed services delivered and accepted by SECRETARY shall be at the contract price. SECRETARY may withhold from amounts due CONTRACTOR such sums as SECRETARY or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lienholders and to reimburse SECRETARY for the excess costs incurred in procuring similar goods and services.
- D. **Excuse for Non-performance or Delayed Performance:** Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified SECRETARY or designee within fifteen (15) working days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements of this Agreement. Upon request of CONTRACTOR, SECRETARY or designee shall ascertain the facts and extent of such failure, and, if such officer determines any failure to perform was occasioned by any one or more of the excusable causes. and that, but for the excusable cause, CONTRACTOR'S progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- E. **Erroneous Termination for Default:** If, after notice of termination of CONTRACTOR'S right to proceed under the provisions of this clause. it is determined for any reason this Agreement was not in default under the provisions of this clause, or the delay was excusable under the provisions of Paragraph (D) (Excuse for Non-performance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- F. **Additional Rights and Remedies:** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

28. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by SECRETARY upon written notice to

CONTRACTOR, if CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total contract price.

29. SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

30. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's Independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information Identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

31. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood between SECRETARY and CONTRACTOR that Mississippi law requires the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

32. ENTIRE AGREEMENT

This Agreement, including any exhibits (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter thereof.

This Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- a. This Agreement signed by the parties, and;
- b. Exhibit A: Confidentiality and Non-Disclosure Addendum.
- c. Exhibit B: SEMS Hosting Proposal

For the faithful performance of the terms of this Agreement, the parties here to have caused this Agreement to be executed by their undersigned authorized representatives.

Michael Watson
Mississippi Secretary of State

<VENDOR SIGNATURE AUTHORITY>

Date: _____

Date: _____

Exhibit A
Confidentiality and Non-Disclosure Addendum

To the Service Agreement between SECRETARY and <VENDOR>. (hereinafter referred to as "CONTRACTOR"), Dated _____ and Contract Number _____ as used herein, the term Agreement includes the executed Agreement between the parties and this Attachment A.

This Confidentiality and Non-Disclosure Addendum dated this ____ day of _____, 2024 (herein referred to as "Confidentiality Addendum")

BETWEEN:

Mississippi Secretary of State's Office ("Secretary")
401 Mississippi Street, Jackson, Mississippi, 39201
OF THE FIRST PART

-AND-

<VENDOR>
OF THESECOND PART

BACKGROUND:

Pursuant to the Agreement, Contractor has been retained as an independent contractor with Secretary to provide the services outlined in the Agreement. Contractor is responsible for the provision of services as outlined in Section (1) one of the Agreement. Contractor will have access to proprietary software codes and techniques and confidential data maintained by Secretary.

INCONSIDERATION OF and as a condition of Secretary retaining Contractor and providing

access to applications and confidential information to Contractor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Confidentiality Addendum agree as follows:

Confidential Information

1. Contractor acknowledges pursuant to the Agreement, Contractor will, or may, be making use of, acquiring, or adding to the information about certain matters and things which are confidential to Secretary and which Information is the exclusive property of Secretary, including, without limitation:
 - a. "Confidential information" means all data and information relating to the business and management of Secretary, including proprietary and trade secret technology and accounting records to which access is obtained by Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, and Customers. Confidential information will also include any information which has been disclosed by a third party to Secretary and which is subject to a non-disclosure agreement between said third party and Secretary; in such cases Secretary must advise Contractor of said non-disclosure agreement and Secretary considers information provided to Contractor in accord with the Agreement to be Confidential Information as defined here. Confidential information will not include Information that:
 - i. Is generally known in the industry;
 - ii. Is now or subsequently becomes generally available to the public through no wrongful act of Contractor;
 - iii. Contractor had in its possession prior to any disclosure by Secretary to Contractor pursuant to the Agreement;
 - iv. Is independently created by Contractor without direct or indirect use of the Confidential Information; or
 - v. Contractor rightfully obtains from a third party who has the right to transfer or disclose it.
 - b. "Work Product" means work product resulting from or related to work or projects performed for Secretary or for clients of Secretary pursuant to the Agreement, of any type or form in any stage of actual research and development;
 - c. "Production Processes" means processes used in the creation, production, and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
 - d. "Other Proprietary Data" means information relating to Secretary's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production, data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - e. "Business Operations" means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services, and agreements), purchasing and Internal cost information, internal services and operational manuals, and the manner and methods of conducting Secretary's business;
 - f. "Computer Software" means all sets of statements, instructions, or programs whether in human readable or machine-readable form, that are expressed, fixed, embodied, or

stored in any manner and that can be used directly or indirectly in a computer ("Computer Programs"; any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;

- g. "Computer Technology" means all scientific and technical information or material pertaining to any machine, appliance, or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how; and,
- h. "Customers" means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed, or received by clients of Secretary.

Confidential Obligations

- 2. Except as otherwise provided in this Confidentiality Addendum, the Confidential Information will remain the exclusive property of Secretary; and will only be used by Contractor for the Permitted Purpose. Contractor will not use the Confidential Information for any purpose other than for the services provided pursuant to the Agreement.
- 3. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on Contractor in this Confidentiality Addendum and any obligations to provide notice under the Agreement will survive the expiration or termination of the Agreement and said obligations will continue for a period of two (2) years from the date of such expiration or termination.
- 4. Contractor may disclose any of the Confidential Information:
 - a. To such of its employees, agents, representatives, and advisors that have a need to know for the Permitted Purpose provided that:
 - I. Contractor has informed such personnel of the confidential nature of the Confidential Information;
 - II. Such personnel agree to provide the same level confidentiality, non-use and non-disclosure as Contractor has agreed to provide in this Confidentiality addendum; and
 - III. Contractor agrees to take all necessary steps to ensure that the terms of this Addendum and Agreement are not violated by such personnel.
 - b. To a third party where Secretary has consented in writing to such disclosure; and
 - c. To the extent required by law or by the request or requirement of any judicial, legislative, administrative, or other governmental body.
- 5. Contractor agrees to indemnify and defend Secretary from claims that arise from Contractor's unauthorized disclosure or dissemination of Confidential Information in violation of this Confidentiality Addendum.

Employee Non-Solicitation

- 6. Both parties agree not to engage in any attempt to hire, or to engage as independent contractors, the other's employees during the term of the Agreement and for the period ending two (2) years after termination of the Agreement, except as may be otherwise agreed to in writing by both parties.

Ownership and Title

7. Contractor acknowledges and agrees that all rights, title, and interest, including any copyright rights, in any Confidential Information will remain the exclusive property of Secretary.
8. This Confidentiality Addendum will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trademarks, or copyrights for which:
 - a. No equipment, supplies, facility, or Confidential Information of Secretary was used,
 - b. Was developed entirely on Contractor's own time, and not derived from Confidential Information provided to Contractor by Secretary.
9. Subject always to payment by Secretary in full of all fees and expenses in accordance with the terms hereof; Contractor shall, if requested, assign to Secretary at the sole cost of Secretary, all rights, title, and interest it may have in the Developed Work Product, including, without limitation, any intellectual property rights inherent therein or relating thereto. Provided, since the development of the Work Product will require the experience and skills of Contractor as a software Contractor, irrespective that the Work Product will be developed in accordance with Secretary's Specifications, Contractor shall retain the rights to use the algorithms, know-how, ideas, techniques, and concepts used by it in developing the Work Product.
10. If a court of competent jurisdiction finds any of the provisions of this Confidentiality Addendum to be unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary the provision reasonable and enforceable.
11. No failure or delay by Secretary in exercising any power, right or privilege provided in the Agreement or this Confidentiality Addendum will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in the Agreement or this Confidentiality Addendum.
12. This Confidentiality Addendum will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns, as the case may be, of Secretary and Contractor.
13. This Confidentiality Addendum may be executed in counterparts.
14. Time is of the essence in this Confidentiality Addendum.

Michael Watson
Mississippi Secretary of State

<VENDOR SIGNATURE AUTHORITY>

Date: _____

Date: _____

Attachment B

Vendor Response Matrix

The Vendor must use the Vendor Response Matrix to respond to the requirements in RFP #48134. The Vendor Response Matrix is an Excel file that can be found at the following link on the MSOS website.

<https://www.sos.ms.gov/open-projects>