



# Michael Watson

## SECRETARY OF STATE

### Request for Proposal (RFP) #21-12-15 SEMS SUPPORT

Issue Date: December 15, 2021

Issuing Agency: Mississippi Secretary of State's Office  
125 S. Congress Street, Suite 1600  
Jackson, Mississippi 39201

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Sealed proposals, subject to the attached conditions, will be received by the Mississippi Secretary of State (MSOS) until **January 19, 2022 at 3:00 PM CST** for a multi-year support level agreement (SLA) to continue support, enhancements, and service for the existing Statewide Election Management Systems (SEMS) application software, hardware, database and user Help Desk.

Please direct all inquiries concerning this RFP to:

**Lisa Moore**  
**Mississippi Secretary of State's Office**  
**125 S. Congress Street, Suite 1600, Jackson, Mississippi 39201**  
[Lisa.Moore@sos.ms.gov](mailto:Lisa.Moore@sos.ms.gov)

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

**Proposal submitted in response to:**  
**RFP: #21-12-15 SEMS SUPPORT**  
**Due January 19, 2022 at 3:00 PM CST**  
**Attention: Lisa Moore**

**Note 1:** Questions concerning the specifications in this Request for Proposals must be submitted in writing and will be accepted until January 3, 2022 at 5:00pm. A summary of all questions and answers will be posted at <https://www.sos.ms.gov/about/pages/administration.aspx> as an addendum located under RFP #21-12-15 SEMS Support. The questions, answers and any revisions to the RFP will be posted.

**Note 2:** It is the Respondent's responsibility to ensure that all addenda have been reviewed and, if applicable, signed and returned.

### RFP Response Checklist

These items should be included in your response to RFP #21-12-15 SEMS SUPPORT.

- \_\_\_\_\_ (1) One clearly marked original response, an electronic copy, and six (6) 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.
- \_\_\_\_\_ (2) Submission Cover Sheet and Services Summary Form, signed and dated  
Section I
- \_\_\_\_\_ (3) Proposal Exception Summary Form, if applicable  
Section V
- \_\_\_\_\_ (4) Vendor Response to RFP Questionnaire  
Section VI
- \_\_\_\_\_ (5) **In a separately sealed envelope** -- Specifications Response Matrix  
Attachment B
- \_\_\_\_\_ (6) **In a separately sealed envelope** – Vendor Response to Cost Information Submission  
Section VII
- \_\_\_\_\_ (7) Reference Forms and Subcontractor Reference Forms, if applicable  
Section IX

**TABLE OF CONTENTS**

<b>SECTION I</b>	<b>Page</b>
Submission Cover Sheet & Services Summary	<b>4</b>
<b>SECTION II</b>	
Proposal Submission Requirements	<b>6</b>
<b>SECTION III</b>	
Vendor Information	<b>10</b>
<b>SECTION IV</b>	
Legal and Contractual Information	<b>14</b>
<b>SECTION V</b>	
Proposal Exceptions	<b>23</b>
Proposal Exception Summary Form	<b>25</b>
<b>SECTION VI</b>	
RFP Questionnaire	<b>26</b>
<b>SECTION VII</b>	
RFP Specifications	<b>28</b>
<b>SECTION VIII</b>	
Cost Information Submission	<b>32</b>
<b>SECTION IX</b>	
References	<b>33</b>
Reference Form	<b>34</b>
Subcontractor Reference Form	<b>35</b>
<b>ATTACHMENT A</b>	
Standard Contract & Confidentiality & Non-Disclosure Addendum	<b>36</b>
<b>ATTACHMENT B</b>	
Specification Response Matrix	<b>50</b>
<b>ATTACHMENT C</b>	
SEMS Hardware and Software Listing	<b>109</b>

**SECTION I**  
**SUBMISSION COVER SHEET & SERVICES 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 they take 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 <small>(Blue Ink)</small>	
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.

## 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 MSOS's sole discretion, result in the disqualification of the Vendor's proposal.
2. 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 MSOS 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 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 at its sole discretion, 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 MSOS determines that the Vendor has altered any language in the original RFP, MSOS may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by 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, and six (6) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
- 8.2 The Vendor is required to submit a digital version of the response to the RFP, including all sections and exhibits, in searchable PDF form on a CD or Thumb Drive.
- 8.3 To prevent opening by unauthorized individuals, all copies (including electronic) of the proposal must be sealed in the package and stamped "CONFIDENTIAL" with the typed label affixed to the package in a clearly visible location (refer to page 1 of RFP).
  - 8.3.1 Proposals shall be submitted in two packages (envelopes or boxes)

- 8.3.1.1 TECHNICAL Proposal (*Specifications Response Matrix*)- One (1) original and six (6) copies should be sealed in a package with “TECHNICAL PROPOSAL” and RFP #21-12-15 SEMS SUPPORT” in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original.”
    - 8.3.1.2 COST Proposal- One (1) original and six (6) copies should be in a sealed package with “COST PROPOSAL” and “RFP #21-12-15 SEMS SUPPORT” in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original.”
  - 8.3 Number each page of the proposal.
  - 8.4 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 8.5 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.
  - 8.6 Occasionally, an outline point in an attachment could request 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.”
  - 8.7 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 8.8 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.
  - 8.9 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.
  - 8.10 The Vendor must fully respond to each requirement within the Specifications Response Matrix 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. 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 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 MSOS.
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 to 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 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 six (6) 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 MSOS'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 MSOS in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the MSOS web site [www.sos.ms.gov](http://www.sos.ms.gov). Vendors failing to comply with this requirement will be subject to disqualification.
  - 13.1 The MSOS contact person for the selection process is **Lisa Moore, Procurement, Fixed Assets & Facilities Analyst, 125 S. Congress Street, Jackson, Mississippi, 39201, 601-359-1603, [Lisa.Moore@sos.ms.gov](mailto:Lisa.Moore@sos.ms.gov)**.
  - 13.2 Vendor may consult with MSOS representative as designated by MSOS's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with



State representative 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.

**1. 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.

**2. Vendor's Responsibility to Examine RFP**

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

**3. Proposal as Property of State**

All written proposal material becomes the property of the State.

**4. Addendum or Supplement to RFP**

4.1 In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be posted on MSOS's website. It is the responsibility of the Vendor to monitor the website for any addenda or supplements. Vendors shall not rely on any other interpretations, changes or corrections in the formation or submission of their proposal. If you are unable to access the MSOS website [www.sos.ms.gov](http://www.sos.ms.gov), you may contact the MSOS staff listed on page one of this RFP to request a copy.

4.2 Additional terms and conditions submitted with the proposal are of no effect unless accepted in writing by MSOS. In the sole discretion of MSOS, proposals containing any additional terms and conditions may be rejected as nonresponsive.

**5. 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 MSOS employee.

**6. 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. MSOS 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.

**7. Evaluation Criteria**

MSOS'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 RFP Specifications (Section VII).

**8. Right to Award in Whole or Part**

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 of Mississippi.

**9. Right to Use Proposals in Future Projects**

MSOS reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of MSOS and requires the agreement of the proposing Vendor. MSOS's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

**10. 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 MSOS will always take advantage of price decreases.

**11. Right to Request Information**

MSOS 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. MSOS 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. MSOS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom MSOS is aware, even if that customer is not included in the Vendor's list of references.

**12. Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for everyone included in the Vendor's proposal:

12.1 A direct telephone number at which the individual may be contacted for a telephone interview. MSOS will pay toll charges in the continental United States.

12.2 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.

12.3 That the individual is proficient in spoken and written English.

12.4 That the individual is a U. S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) 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.

- 12.5 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 MSOS. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

**13. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of MSOS 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 web-hosting, hardware, networking other processing services on MSOS'S behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by MSOS. MSOS recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. MSOS must understand these issues to decide to what degree they may impact MSOS'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 MSOS about this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by MSOS.

**14. Best and Final Offer**

MSOS reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or MSOS believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and MSOS, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of MSOS. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by MSOS that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. MSOS may re-evaluate and amend the original project specifications should it be deemed necessary 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 MSOS and receipt from the Vendors under a precise schedule.

**15. Restriction on Advertising**

The Vendor must receive written approval from MSOS 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.

**16. Rights Reserved to Use Existing Product Contracts**

MSOS reserves the right on turnkey projects to secure certain products from other existing MSOS contracts if it is in the best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

**17. 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.

**18. 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. MSOS 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.

**1. 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 they take 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 all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

**2. 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.

**3. Contract Documents**

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:

- 3.1 The Proposal Exception Summary Form and Specifications Response Matrix as accepted by MSOS;
- 3.2 Contracts that have been signed by the Vendor and MSOS;
- 3.3 MSOS Request for Proposal, including all addenda, if any;
- 3.4 Official written correspondence from MSOS to the Vendor;
- 3.5 Official written correspondence from the Vendor to the MSOS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the RFP.

**4. 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 MSOS and successful Vendor.

**5. 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 the foregoing shall be in such form and substance as prescribed by MSOS.

**6. 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.

**7. Mandatory Legal Provisions**

- 7.1 An insurance certificate for general liability is required along with other insurance requirements listed in the Attachment A- Sample Contract.
- 7.2 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.
- 7.3 The Vendor shall have no limitation on liability for any claims.
- 7.4 All requirements that MSOS pay interest are deleted.
- 7.5 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 Rankin County, Mississippi.
- 7.6 Any contract negotiated under this RFP is subject to the availability of funds of MSOS.
- 7.7 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.
- 7.8 MSOS 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, undisputed balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes. This does not relieve the Vendor from taxes on purchases made by the Vendor (even on behalf of MSOS/State) under this contract.
- 7.9 MSOS is exempt from the payment of Mississippi sales tax.
- 7.10 MSOS shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

8.1 Award of Contract- A contract is awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

8.1.1 Written notification made to proposers on MSOS letterhead, or

8.1.2 Notification posted to the MSOS website for the project

8.1.3 Issuance of CP-1 from ITS

8.1.4 Release of purchase order from MSOS

8.2 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, MSOS 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#page=173>

**9. Contract Validity**

All contracts are valid only if signed by the Mississippi Secretary of State.

**10. Availability of Funds**

All Contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from MSOS.

**11. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**12. Requirement for Electronic Payment and Invoicing**

12.1 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/>.

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

**13. Time for Negotiations**

13.1 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.

- 13.3 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 MSOS 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.

**14. 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 MSOS.

**15. Sole Point of Contact**

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

- 15.1 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 MSOS is only required to negotiate with the Vendor.
- 15.2 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 MSOS from any contractor, third party or subcontractor without MSOS having to negotiate separately or individually with any such parties for the terms or conditions.
- 15.3 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 MSOS, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of MSOS. 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.

**16. MSOS 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 MSOS. 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.

**17. References to Vendor to Include Subcontractor**

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

**18. Outstanding Vendor Obligations**

MSOS, 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.

**19. Equipment Condition**

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

**20. 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.

**21. 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.

**22. Shipping Charges**

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

**23. Ownership of Developed Software**

24.1 The Vendor must acknowledge and agree that MSOS 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.

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

**24. Ownership of Custom-Tailored Software**

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

**25. Terms of Software License**

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

**26. MSOS Is Licensee of Record**

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

**27. 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 MSOS 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 MSOS 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 MSOS's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on MSOS's premises. The parties further understand and agree that MSOS protocols and manufacturer standards are to be engaged at the time of contract execution. MSOS 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.

**28. Negotiating with Next Ranked Vendor**

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

**29. 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%20\(2\).pdf#page=155](https://www.its.ms.gov/sites/default/files/ProcurementPDFs/ISS%20Procurement%20Manual%20(2).pdf#page=155).

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 MSOS'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 regarding 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 regarding 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 MSOS, who has the right to reproduce or distribute this information without notification.

**30. Risk Factors to be Assessed**

MSOS 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. MSOS, 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.

**31. Performance Bond/Irrevocable Bank Letter of Credit**

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. 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.

**32. 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

**33. Protests**

The Executive Director of ITS or his designee 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 <https://www.its.ms.gov/sites/default/files/ProcurementPDFs/ISS%20Procurement%20Manual.pdf#page=173> .

**34. 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 to 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 21-12-15 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 MSOS 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 MSOS may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. MSOS 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 MSOS 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.

**35. 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 MSOS and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to MSOS. 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 MSOS due to contract cancellation or loss of license or permit.

**36. 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.

**37. 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 in the contractor's bid, proposals, or qualifications.

**38. 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and 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 they take no exception to any item in this RFP.

1. 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," if the following are true:
  - 1.1 The specification is not a matter of State Law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A Proposal Exception Summary Form and/or exception noted on the Specifications Response Matrix is included with Vendor's proposal; and,
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification.
2. 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:
  - 2.1 Vendor shall withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 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;
  - 2.3 MSOS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 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.
3. 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.
4. An exception will be accepted or rejected at the sole discretion of MSOS.
5. MSOS 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 MSOS's RFP,

including the Standard Contract in Attachment A. As such, Vendors whose proposals, in the sole opinion of MSOS, 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.

6. For vendors who have successfully negotiated a contract with MSOS in the past, MSOS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MSOS or participated in contract negotiations with MSOS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.



**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.

<b>RFP Reference</b>	<b>Vendor Proposal Reference</b>	<b>Brief Explanation of Exception</b>	<b>MSOS Acceptance (sign only if accepted)</b>
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.

- 1. The Mississippi Accountability System for Government Information and Collaboration (MAGIC)**  
Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor number must furnish a signed copy of an IRS W-9 form with the proposal. Vendors who have previously done business with the State should furnish a signed copy of an IRS W-9 form with the proposal.

Signed W-9 Form Attached: \_\_\_\_\_

- 2. 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.**

- 3. 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.**

If the possibility of a conflict does exist, provide a list of those governmental entities and the nature of the conflict on a separate page, and include it in your proposal. The vendor may be precluded from selling to those governmental entities where a conflict of interest may exist.

- 4. Pending Legal Actions**
  - 4.1 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.**
  - 4.2 Are there any criminal or civil proceedings (federal or state) pending against the Vendor or its principals, or employees that pertain to any public procurement within the State of Mississippi or elsewhere? **A yes or no answer is required.**
  - 4.3 If your answer to either of the above is "yes," provide a copy of same and state with specificity the status of the proceedings.
  - 4.4 MSOS, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are a part of the Vendor's proposal.

- 5. 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.**

**6. Order and Remit Address**

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

Order Address:

Remit Address (if different):

**7. Taxpayer Identification Number**

Vendor must specify its taxpayer identification number.

**8. RFP Amendments**

As stated, MSOS will use the MSOS website to post amendments regarding RFPs before the proposal opening at <http://www.sos.ms.gov>.

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 RFP SPECIFICATIONS

### 1. How to Respond to this Section

- 1.1 After acknowledgement of items in this section, Vendors must use the attached Specifications Response Matrix (Attachment B) to respond to each point of the Specifications. Vendors will respond with Yes or No in the Acknowledgement column for each item listed. Additional details should be added in the Comments column to support the response.
- 1.2 If an exception is being made to any item, the Vendor will respond Yes in the Exception column and provide details in the Comments column to detail the exception.
- 1.3 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.
- 1.4 Identifying information **must** be redacted from the Vendor's completed Specifications Response Matrix **and** Cost proposal.
  - 1.4.1 Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the Vendor, any names of incumbent staff, any proper current and future logos, watermarks, and company colors, any information which identifies the vendor and any other information which would affect the blind evaluation of technical factors.

### 2. General Overview and Background

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, 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. 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, Global Election Management System (GEMS) Results (for Voting Machine System), On-line Voter Registration Update website, National Change of Address (NCOA) and Military/Overseas Voters (MOVE Act) for ballots.

SEMS is currently operating in two fully redundant SEMS data centers in Jackson and Oxford, Mississippi. Both data centers were refreshed with new hardware in 2019. Approximately 2,000 county and municipal users connect to the data center through the Internet using up to 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 of the network and servers.

**3. Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
RFP Advertised	December 15, 2021 & December 22, 2021
RFP Posted	December 15, 2021 through January 19, 2022
Respondents Written Inquiries Deadline	5:00 PM CST, January 3, 2022
Responses to Inquiries Posted	January 7, 2022
Proposal Submission Deadline	3:00 PM CST, January 19, 2022
Proposed Award Date	March 15, 2022
Proposed Contract Effective Date	July 1, 2022

**4. Statement of Understanding**

Please see specifications provided in the Specifications Response Matrix, Attachment B.

**5. SEMS Support Requirements**

Please see specifications provided in the Specifications Response Matrix, Attachment B.

**6. Data Centers Monitoring and Support Requirements**

Please see specifications provided in the Specifications Response Matrix, Attachment B.

**7. Vendor Qualifications**

Please see specifications provided in the Specifications Response Matrix, Attachment B.

**8. Change Orders**

- 8.1 Vendor must submit, in the attached Cost Information Submission Table 2, an hourly rate or rate schedule for performing any Change Orders requested by MSOS.
- 8.2 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.
- 8.3 Vendor staff related travel expenses as required and approved by MSOS 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 MSOS must be invoiced at the base rate (or less).

**9. Cost Information (in separately sealed envelope)**

- 9.1 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.
- 9.2 Vendor must specify in the Cost Plus % column of the Cost Information Submission Form, the cost-plus percentage associated with the specified services on each line.

- 9.3 Vendor must specify on the Cost Information Submission Form, the percentage of increase for these services during years 2-3 of the contract.
- 9.4 Vendor may include other detailed cost information to support the Cost Information submission being provided, as an attachment.

**10. Proposal Evaluation Methodology**

10.1 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
SEMS Support Requirements	35 points
Draft Transition and Support Work plans	5 points
Datacenter Monitoring Requirements	10 points
Vendor Qualifications	10 points
Value-Add	5 points
Lifecycle Cost	40 points
TOTAL	105 points

- 10.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 10.1.2 The sum of all categories, other than Value Add, equals 100 possible points.
- 10.1.3 Value Add is defined as a product or service, exclusive of the stated functional and technical requirements and provided to MSOS at no additional charge, which, in the sole judgment of MSOS, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value Add rating between 0 to 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 10.2 The evaluation will be conducted in four stages:
  - 10.2.1 **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.
  - 10.2.2 **Stage 2 – Technical/Management evaluation (all requirements excluding cost)**  
 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

### **10.2.3 Stage 3 – Cost Evaluation**

Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

### **10.2.4 Stage 4 – Selection of Successful Vendor**

#### **10.2.4.1.1 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 Project Schedule (Section 3).

#### **10.2.4.1.2 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 proposal's project principal. The presentation is intended to give MSOS 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.

#### **10.2.4.1.3 Final Quantities Evaluation**

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

**SECTION VIII  
 COST INFORMATION SUBMISSION**

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 MSOS or face disqualification.

*(Identifying information must be removed from the vendors completed Cost Proposal. (see Section VII. 1.4)*

**Table 1 – Support Services – Year 1**

<b>Section</b>	<b>Description</b>	<b>Hours Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>	<b>Cost Plus %</b>
2.1-2.2	Requirements for all SEMS software and database maintenance				
2.3	Requirements for SEMS software development will include 50% development, 25% functional specifications and 25% quality assurance testing.	4,000			
2.4-2.7	Project management including meetings, deliverables, documentation, and reporting				
2.8	Personnel Work Location Lead Support Manager – In Jackson for two weeks during transition.				
2.9.	User Help Desk Services				
2.10	Other Service Requirements – Itemize and price any that are not covered in overall support effort on attached options page				
3.1-3.2	Oracle Database Enterprise Edition with one year of Update Rights and Product Technical Support				
3.3	Data Center on-site support as needed, including repairs, evaluation, and back-ups				
3.4-3.10	Data Center Monitoring and Support				
3.11-3.13	Security Enhancements and upgrades				
	<b>TOTAL PROPOSED COST</b>				
6.1-6.2	Support Cost Increase % for Years 2-3.			%=	

**Table 2 – Change Order Rates**

<b>Role/Function</b>	<b>Base Rate</b>	<b>Fully Loaded Rate</b>



## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that MSOS may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must plan in advance with the account references so that they may be contacted at MSOS's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at MSOS's sole discretion.
  
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.2.3 The reference installation must have been operational for at least twelve (12) months.

### **2. Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that MSOS may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

**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.

**SERVICE AGREEMENT**

**THIS AGREEMENT** is made this day between the Mississippi Secretary of State, Michael Watson referred to as "SECRETARY") and [REDACTED], (hereinafter referred to as "CONTRACTOR"), located at [REDACTED].

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 perform the services in accordance with the terms and conditions of this Agreement.

**1. SCOPE OF SERVICES**

CONTRACTOR shall provide the products and services set forth in RFP 21-12-15 SEMS SUPPORT and CONTRACTOR's proposal, as accepted by Secretary in response thereto. RFP 21-12-15 SEMS SUPPORT project components and CONTRACTOR's proposal are incorporated herein and attached hereto as Exhibits \_\_\_\_\_ respectively.

CONTRACTOR represents and warrants the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance 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 the date signed by all parties and end no later than [REDACTED].

**3. CONSIDERATION AND PAYMENT**

As consideration for the satisfactory performance of those services contemplated by this Agreement, SECRETARY agrees to pay, and CONTRACTOR agrees to accept [REDACTED] PER HOUR with total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED [REDACTED].

CONTRACTOR shall invoice SECRETARY monthly for services provided.

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. **APPROVAL**

It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

5. **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.

6. **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) days of receipt of invoice.

7. **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.

**8. 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.

**9. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law's 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.

**10. 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.

**11. 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 MSOS all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by MSOS 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.

**12. 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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 Three Hundred Thousand Dollars (\$300,000.00); 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.

**18. 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.

**19. 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 MSOS 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 [http://www.its.ms.gov/services\\_security\\_acquiring\\_enterprise\\_security\\_policy.shtml](http://www.its.ms.gov/services_security_acquiring_enterprise_security_policy.shtml). 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 IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device on MSOS'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.

**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**

[Redacted]  
Attn: [Redacted]  
[Redacted]  
[Redacted]

**For SECRETARY**

Mississippi Secretary of State  
Attention: Laura Furdge  
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 Personal Service Contract Review Board 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 ORDER**

A. Order to Stop Work: 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 called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) 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 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 order expires, or within any further period to which the parties shall have agreed, SECRETARY shall either:

- (a) Cancel the stop work 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 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 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) days after the end of the period of work 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 order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement, if any.

**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. Contractor's 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 MSOS. 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 nonperformance and if not cured in ten (10) 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 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. Contractor's 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 MSOS shall be at the contract price. MSOS 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 lien holders and to reimburse MSOS for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance 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) 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 Nonperformance 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.

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

\_\_\_\_\_  
Michael Watson  
Mississippi Secretary of State

Date: \_\_\_\_\_

\_\_\_\_\_  
Company Name  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Confidentiality and Non-Disclosure Addendum**  
**To the Service Agreement between SECRETARY and [REDACTED]**  
**Dated [REDACTED] and Contract Number [REDACTED];**  
**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 [REDACTED] day of [REDACTED], 20[REDACTED] (herein referred to as a “Confidentiality Addendum”)**

**BETWEEN:**

Mississippi Secretary of State’s Office (“Secretary”) of  
401 Mississippi Street, Jackson, Mississippi, 39201  
OF THE FIRST PART

**-AND-**

[REDACTED] (“Contractor”) of  
[REDACTED]  
OF THE SECOND PART

**BACKGROUND:**

1. 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.
2. Contractor will have access to proprietary software codes and techniques and confidential data maintained by Secretary.

**IN CONSIDERATION 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

\_\_\_\_\_  
**Company Name**  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B  
 SPECIFICATIONS RESPONSE MATRIX**

Item	Requirement	Acknowledged Yes or No	Comments	Exception - If Yes provide Comments
<b>SECTION 1: Statement of Understanding</b>				
1.1.	The use of the term “Contractor” 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.			
1.2.	MSOS may choose to award some or all the components listed in the specifications. The areas of support must be priced out as separate components in the Cost Summary Section.			
1.3.	All time listed in these specifications are based on Central Standard Time or Central Daylight Savings Time.			

1.4.	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.			
1.5.	The term "Election Week" is defined as beginning the Monday before Election Day beginning at 7:00 A.M. and ending the Friday following Election Day at 5:00 P.M.			
1.6	The term "Election Ballot Prep Period is defined as 60 days to 30 days before Election Day, during regular business hours.			
1.7.	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.			

1.8.	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.			
1.9.	The Contractor 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 MSOS. In the event that such features, functions, or other considerations do provide a distinct benefit, MSOS reserves the right to give the Contractor additional consideration.			
1.10.	When on-site visits are required, all laptops, internet access, telephones, etc. will be provided by the Contractor for the visiting staff.			

<p>1.11.</p>	<p>The key management roles for the Contractor 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. The Contractor expertise required for these key management roles is given in Section 4 below.</p>			
<p>1.12.</p>	<p>Any proposed change in personnel must be presented in writing to MSOS prior to the change and will require resumes, interviews, and approval before replacing the previous personnel. Billable rate for the position is a maximum amount and shall be re-negotiated if MSOS cannot verify the proposed personnel meets the same level of expertise.</p>			

<p>1.13.</p>	<p>The Contractor’s personnel must demonstrate a capability to work effectively with MSOS Staff and contractors, to ensure successful release management, running of data scripts, database tuning, security testing and other information technology functions required for the support of SEMS. Contractors 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.</p>			
<p>1.14.</p>	<p>The term “Local Partner” is defined as a Mississippi based team that is headquartered within 30 miles of the ITS Datacenter located at 3771 Eastwood Drive, Jackson, MS, 39211 and will support the SEMS equipment located at that facility as well as at the Site 2 datacenter located in Oxford, Mississippi. The Local Partner Team should have at least 5 personnel capable of supporting the physical support needs of the Contractor. The Local Partner Team is directed by the Contractor.</p>			

1.15.	The team “Help Desk” will refer to the resources that the Contractor has supplied in reference to the services provided in Section 2.9			
1.15.	The term “Ticketing System” is defined as any centralized system capable of tracking hardware and software issues for the SEMS and MSOS teams. Examples of ticketing systems include JIRA, Track-IT, ServiceDesk Plus, Remedy, or CA ServiceDesk. Occasionally, the term “Help Desk” will be used interchangeably and will directly correspond to the term “Ticketing System”.			
<b>SECTION 2: SEMS Support Requirements</b>				

2.1.	SEMS Software Maintenance. The Contractor shall provide MSOS with continuous SEMS software maintenance including:			
2.1.1	Retaining a Local Partner for on-site service at the Jackson, MS and Oxford, MS facilities when the Contractor is headquartered within 30 miles of the Site 1 SEMS equipment located at 3771 Eastwood Drive, Jackson, MS 39211.			
2.1.2.	Keeping the system operating properly according to federal or Mississippi election law, regulations, or procedures;			
2.1.3.	Identifying and repairing reported malfunctions, defects, or operational problems;			
2.1.4.	Supporting already existing interfaces or data exchange processes; Interfaces include the Department of Public Safety, Department of Health, Administrative Office of the Courts, Global Election Management System (GEMS) Results (for Voting Machine System), On-line Voter Registration Update website, National Change of Address (NCOA), and Military/Overseas Voters (MOVE Act) and SafeVoteMS for ballots.			
2.1.5.	Supporting new software in the information technology industry that offers greater operating efficiency and requires changes to the SEMS application to implement it including upgrades to Windows 11 for Printer and Scanner applications.			



2.1.6.	The Contractor shall provide a weekly report listing each SEMS hardware and software component in use at each SEMS location, as well as the hardware firmware levels and software versions.			
2.1.7.	The Contractor shall have experience using the following mandatory development tools to maintain the SEMS application:			
	- Microsoft Visual Studio.NET			
	- ORACLE			
	- Active Reports			
	- TWAIN integration			
	- Microsoft SQL			
2.2.	SEMS Database Maintenance. The Contractor shall maintain the SEMS database, to support the SEMS application efficiently and securely, including the implementation of new releases, fixes, upgrades, authorized enhancements, and database tuning for efficiency in data and report processing. This includes the running of scripts to repair database conditions or errors due to software development, user problems and database problems.			
2.2.1.	Database repair hours are not to be counted or invoiced as development or extra hours but <b>are part of database maintenance and support.</b>			

2.2.2.	The Contractor shall monitor the database activity, database security and data storage components of SEMS and ensure that MSOS is notified in advance of the need for upgrades in storage, security, or software.			
2.2.3.	The Contractor is required to actively maintain the SEMS production software and databases residing at both data centers. The Contractor will also maintain non-production versions of the SEMS software and associated data at fully secure, Contractor-operated location(s) in the continental United States. Non-production software versions and data are not permitted on SEMS production servers. Non-production systems the Contractor will maintain include:			
2.2.3.1.	Development and Testing (D&T) – this system will be provided by the Contractor for their use in the development process.			

2.2.3.2.	SEMS Test – for SEMS Users and UAT Testing. Full images of production code and data with code changes migrated from the Production SEMS. (NOTE – to save storage, the scanned images of voter registration applications are not included in the SEMS test environment.) This server must be updated during the third weekend of each month with Production Data. This server will be updated from the Contractor’s D&T server for UAT Testing. Additional updates may be requested to complete Mock Election Testing as necessary.			
2.2.3.3.	SEMS Training – User training environment to be maintained as needed for MSOS training and education efforts to election officials.			
2.2.3.4.	MSOS UAT - MSOS has the option of setting up a server for verification of new release code. This server will be updated with release code from the Contractor's D&T server after approval to release to UAT.			

<p>2.2.4.</p>	<p>The Contractor shall ensure that all application and database software components maintain full compatibility with all interfacing systems, security systems and infrastructure. The Contractor shall ensure that no support compromises SEMS system level or component level compatibility. The Contractor shall ensure that the SEMS application will remain current to the core-operating environment (operating system and database) in which it is utilized and delivered at no additional cost to MSOS.</p>			
<p>2.2.5.</p>	<p>The Contractor shall continuously support and maintain the MSOS-accepted operating environment and version of SEMS. If the Contractor intends to install any upgrade to the SEMS operating system, storage, security or database, or an upgrade to any other third-party software on which SEMS is dependent, the upgrade shall operate within the current operating environment and infrastructure of SEMS. The Contractor must conduct tests of the proposed upgrade in a test environment with a copy of the production SEMS software and provide documentation that the full capabilities of the SEMS application are retained. The Contractor may not install the upgrade until MSOS signifies in writing its readiness to accept the upgrade.</p>			

2.3.	<p>Software Development. The Contractor must have standardized, integrated, and documented software development procedures for both management and engineering activities. The Contractor shall employ these procedures for developing and maintaining the SEMS software. The documented process shall be submitted to and approved by the MSOS Team before use. All software changes, upgrades, and enhancements shall be functionally analyzed; documented in functional specifications approved by MSOS; and fully tested (Unit and Integration Testing, Business Process Testing and Quality Assurance) before being sent to MSOS for UAT.</p>			
2.3.1.	<p>Functional Analysis and Specification. Accurate, inclusive, clearly communicated functional requirements are key to success in application maintenance. The Contractor shall conduct functional analyses and deliver functional specifications for MSOS approval prior to development of code modifications in SEMS. The Contractor shall:</p>			
2.3.1.1.	<p>Work with MSOS and users to define the problems, analyze, and develop plans and requirements to meet the needs for SEMS.</p>			

2.3.1.2.	Coordinate and manage the functional analysis of complex voter registration issues identified by the MSOS or counties through design sessions or Help Desk reporting.			
2.3.1.3.	Lead software application design sessions (JADs) attended by MSOS Team and SEMS Focus Group and prepare accurate written reports of the design decisions made at the sessions.			
2.3.1.4.	Prepare the Functional Specification Documents and obtain signoff from MSOS Team. Approval must be obtained before any development begins.			
2.3.1.5.	Work with the Vendor’s software developers, to ensure MSOS’s requirements for new development, or corrections to existing code, are clearly understood before the code is written.			
2.3.1.6.	Perform testing of the software changes made by the developers to ensure the product fulfills the functional specifications before sending the code or release to MSOS for testing.			
2.3.1.7.	Provide Release Notes on the changes contained in new releases and update on-line help documentation.			

2.3.2.	The timing of software releases will vary according to election year. The schedule will be flexible due to election dates and because SEMS software is generally frozen during the election cycle. The timing of releases per year will be based on the Annual Plan and the Joint Application Design (JAD) sessions conducted by the Contractor and held at MSOS each year.			
2.3.3.	MSOS is contracting for up to 1,000 developer hours per release as an estimate. Payments will be based on billable time performed during the release. There will be a maximum of 4,000 developer hours per year but no guarantees as to a minimum. Each release is a deliverable. In the Cost Summary Section, Contractor shall specify an average hourly rate for development hours.			
2.3.4.	The Contractor will be required to warrant all software developed by the Contractor for MSOS will perform as specified and will not result in disruption or loss of functionality that existed prior to introduction of the Contractor's new application software.			
2.3.5.	The Contractor shall cover the costs of returning the functionality to SEMS. The Contractor will be required to report warranty hours used for statistical purposes.			

2.3.6.	Prior to acceptance by MSOS, SEMS application software deliverables must undergo rigorous testing by the Contractor; migration to the SEMS Test server, and successful UAT by MSOS and the SEMS Focus Group prior to being moved to SEMS production.			
2.3.6.1.	The Contractor may not present any software to MSOS for user acceptance testing until the Contractor has completed rigorous unit, system integration, regression, and end-to-end testing (i.e., for adverse effects on front-end systems or functions, or back-end system or functions) on that software.			
2.3.6.2.	The Contractor shall provide the test plan--including test scenarios--used for Contractor testing of software changes or new releases prior to their being migrated to the UAT server for MSOS testing.			
2.3.6.3.	Prior to being presented to MSOS, whether for UAT or migration to the production environment, the senior member of the group responsible for software development; testing; QA; and code migration to production shall certify in writing, that all code delivered for testing or production has successfully completed development, testing, quality assurance and configuration control.			



2.3.6.4.	<p>When a new release is installed in the SEMS Test environment, the following are required to be delivered to MSOS:</p> <ul style="list-style-type: none"> <li>- Certificate of Testing</li> <li>- List of Ticketing System issues in release</li> <li>- Final specifications document for the issues</li> <li>- Updates to SEMS Online Help</li> <li>- Release notes of the new release features.</li> </ul>			
2.3.6.5.	<p>The Contractor shall provide a review of all items to MSOS. MSOS will provide written UAT Stage 1 approval to move forward in the release process.</p>			
2.3.6.6.	<p>Upon UAT Stage 1 approval, the Contractor will provide a review of all items to the SEMS Focus Group. The Focus Group will agree to UAT Stage 2 approval.</p>			
2.3.6.7.	<p>Once a software release has passed UAT in SEMS Test, MSOS will approve UAT Stage 3 and schedule with the Contractor and users for the release to be applied to the SEMS Production server.</p>			
2.3.7.	<p>Acceptance of Software Releases</p>			
2.3.7.1.	<p>When a new release is installed in the SEMS production environment, the following are required to be delivered to MSOS:</p>			

	<ul style="list-style-type: none"> <li>- List of Ticketing System issues closed as a result of the new release (or, updated in JIRA if not closed)</li> <li>- Results of UAT Testing</li> <li>- Documentation of any required patches</li> <li>- Copies of compiled and un-compiled source code including new release.</li> </ul>			
2.3.7.2.	Failure of a release to pass the UAT or Mock Election testing will require the Contractor to correct the code and MSOS acceptance test/tests to be repeated to the satisfaction of the MSOS.			
2.3.7.3.	After the release has performed without error in the production environment for 30 days, MSOS will formally accept the software. The Contractor shall not invoice for the new release until MSOS has formally accepted the software.			
2.4.	Meeting Requirements			
2.4.1.	Transition Phase Meetings. During the transition phase of the contract, the Contractor will conduct weekly status meetings to update MSOS on the progress made and upcoming events on the proposed System Support Transition Plan (SSTP) as required in the Deliverables section below.			

2.4.2.	Monthly Status Meetings. The Contractor Lead Support Manager, Database Support Manager, Lead Developer, and other Contractor team members will meet via conference call to provide a monthly update on the status of all components of the SEMS Support effort.			
2.4.3.	JAD Meetings. The Contractor Lead Support Manager, Lead Developer and Functional Analyst responsible for new SEMS software releases will meet quarterly with MSOS. These meetings will be held to discuss application issues and to conduct joint application design (JAD) sessions attended by MSOS for the upcoming release.			
2.4.4.	Weekly Development Meetings. The Contractor will schedule and conduct weekly review meetings with MSOS and the Development Team, of the release development effort and other critical items.			
2.4.5.	Other meetings may be called by MSOS as needs are determined.			
2.5.	Deliverable Plans			
2.5.1.	System Support Transitions Plan			

	A Draft SSTP shall be submitted with this proposal. The Contractor shall submit a Final SSTP to MSOS within 15 days of contract signing that details the Contractor’s ability to control and deliver a timely transition while implementing the support requirements as outlined in this RFP, including:			
2.5.1.1.	Description of the Contractor’s overall transition plan and project management approach and its ability to control and deliver the requirements of the RFP.			
2.5.1.2.	The resume of the Contractor’s Lead Support Services Manager that demonstrates the individual’s ability and experience in managing large scale projects.			
2.5.1.3.	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, during transition.			
2.5.1.4.	The specific plan steps the Contractor 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.			
2.5.1.5.	A detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s).			

2.5.1.6.	A Risk Management Plan that identifies project risk and mitigation strategies during the transition.			
2.5.2.	System Support Management Plan (SSMP) A Draft SSMP shall be submitted with this proposal. The Contractor and MSOS will work together to develop a Final SSMP within 45 days of contract signing that:			
2.5.2.1.	Describes the Contractor’s overall project management approach and its ability to control and deliver the requirements of the RFP.			
2.5.2.2.	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:  <ul style="list-style-type: none"> <li>- Voter registration project management and functional analysis</li> <li>- Software development and maintenance (up to 4,000 hours per year)</li> <li>- Testing</li> <li>- Quality assurance</li> <li>- Database support and administration</li> <li>- Documentation</li> <li>- Help Desk</li> </ul>			

2.5.2.3.	A specific plan that outlines the steps the Contractor 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.			
2.5.2.4.	A detailed written description of any work to be subcontracted, with the name and address of the proposed subcontractor(s).			
2.5.2.5.	A Risk Management Plan that identifies project risks and mitigation strategies that will be maintained and updated throughout the life of the project by the Contractor.			
2.5.2.6.	A schedule to meet with MSOS on site to create the FY 2023 System Support Plan. This meeting will be scheduled following the contract signing. Contractor should plan for two to three days for this event.			
2.5.2.7.	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.			

2.5.3.	<p>Change Control Plan. Throughout the contract period, the Contractor shall maintain a rigorous, documented program for software change control and configuration management. The Contractor shall provide a unified Change Management Plan and Communications Plan which will detail the steps the Contractor will follow to: identify needed software changes and SEMS system configuration table changes; obtain required approvals for changes from MSOS and Contractor decision makers; and communicate implementation of the changes to MSOS personnel, following testing and acceptance of the change by MSOS. The Contractor shall record and retain the changes made to SEMS in the SEMS Software Change Log. This program shall include the Contractor’s methodology for:</p>			
2.5.3.1.	identifying changes needed;			
2.5.3.2.	unit, integration, and business process testing;			
2.5.3.3.	quality assurance review; and			
2.5.3.4.	migration control			
2.5.3.5.	Functional Specifications Document to identify, document and show status of development efforts.			
2.6.	System Documentation			

2.6.1.	<p>The Contractor must maintain updated system documentation and provide one paper and one electronic copy in MSWord to MSOS. All documentation must address only the Mississippi system. Specifically, only SEMS functionality or processing requirements can be included in the technical specifications, or in any correspondence or documentation related to software releases or application fixes. System documentation, including Hardware and Software changes should be sent to MSOS every release.</p>			
2.6.2.	<p>Documentation should include Flow Diagrams to graphically represent the software modifications or new component and how it fits into the existing application processes.</p>			
2.6.3.	<p>Documentation should include Detailed Platform information to identify any changes to infrastructure requirements of the modification or new component (e.g., hardware, software, communications architecture, user interfaces, administrative interfaces, other interfaces, backup and recovery components and methods, security, etc.)</p>			
2.6.4.	<p>Documentation should include design and architecture documentation for the source code, object code, and all data files delivered to MSOS, with a data dictionary.</p>			



2.6.5.	Documentation of all updates to the SEMS Online Help function.			
2.6.6.	Creation and updates to the Database Administrator’s Manual.			
2.6.7.	Creation and updates the System Operations and Maintenance Manual.			
2.7.	<p>Reporting Requirements</p> <p>The Contractor will be required to provide monthly reports on the 10<sup>th</sup> business day following month end. All aspects of the SEMS Support effort during the Monthly Status Meeting including:</p>			
2.7.1.	<p>The Lead Support Services Manager will send a Project Management (PM) Status Report to MSOS. This PM Status Report shall attach all detailed SLA and Status Reports required from the Contractor under this contract, as well as a covering Summary Report on activities of the past month and planned in the future. The Report format and content to be proposed by Contractor and approved by MSOS.</p>			

<p>2.7.2.</p>	<p>The Contractor will be required to provide a report of the routine and exceptional database activities that have occurred in the past month. The report format and content are to be proposed by Contractor and approved by MSOS Management staff but will include at a minimum indexing; scheduled and unscheduled downtimes; scripts run; record growth; storage available; storage needed; and the actual backup performance statistics.</p>			
<p>2.7.3.</p>	<p>The Contractor will be required to provide a monthly report of all new Help Desk tickets to MSOS in an electronic format approved by MSOS. At a minimum, the Monthly Report will include a dashboard view of Ticketing System issues that were opened that month; were closed that month; remain open; or are work in progress. The Monthly Report should additionally include details of open calls both those already assigned to a release date and those that need to be scheduled.</p>			
<p>2.7.4.</p>	<p>The Contractor must 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 as outlined in the Help Desk Services section of this RFP.</p>			

2.7.5.	<p>The Contractor must account for development (new release) by providing a Monthly Development Hours Used Report. This report will be used as a flexible management tool by the Contractor and MSOS to allocate hours for the new releases and minor coding changes requested by MSOS during the year. The Contractor shall report to the MSOS, by the new release version number, the hours used each month for software development; the development time remaining for the year—in hours and as a percentage of the total development hours budgeted. The report is due monthly in conjunction with the Monthly Status Meetings and is not tied to a billable event.</p>			
2.7.6.	<p>The Contractor will provide a Monthly Warranty Repair Hours Used Report to account for hours spent repairing software bugs for the prior month and a cumulative total for the year. The report is due monthly in conjunction with the Monthly Status Meetings and is provided at the cost of the Contractor under the software warranty terms.</p>			

2.7.7.	Performance Reporting—Performance statistics and trend analysis on the SEMS application, system hardware and network. Some key indicators to be measured and reported include: application, hardware, and network uptime; total system uptime; traffic monitoring; notification of routing problems; individual transaction response times; CPU usage; and network bottlenecks.			
2.8.	Contractor Personnel Work Locations during transition. The Contractor will commit to the following work locations for key positions during transition:			
2.8.1.	The Lead Support Manager and Database Support Manager will spend at least one week in the Jackson, Mississippi area during transition.			
2.8.2.	All other positions can be located remotely at the discretion of the Contractor.			
2.9.	User Help Desk Services			
2.9.1.	The Contractor can provide costs for Help Desk user support services that are seamlessly integrated with the Contractor’s SEMS application development and testing services.			
2.9.2.	The Contractor must provide information and pricing for a minimum of two (2) first tier responders			

2.9.3.	The Contractor 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 Contractor's Help Desk will be expected to align with MSOS availability during election cycles.			
2.9.4.	The Contractor'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.			

2.9.5.	The Contractor 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.			
2.9.6.	The Contractor's support team and / or Local Partner, within five (5) minutes of any reported software failure, must notify by telephone <u>and</u> email the person(s) specified by MSOS.			
2.9.7.	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 Contractor, Network Support staff and Contractor, 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.			

<p>2.9.8.</p>	<p>Prior to the planned Fiscal Year 2023 start of the new support contract, the Contractor shall assume ownership of all current SEMS Help Desk items. Currently in use is the Atlassian JIRA product. The Contractor shall move all current and past Ticketing System tickets to the Contractor’s current Ticketing System. If the same JIRA number cannot be maintained in the new system, the Contractor shall provide to MSOS an electronic Trouble Ticket Cross Reference Listing.</p>			
<p>2.9.9.</p>	<p>The Contractor shall identify in its proposal the industry-standard Ticketing System (Remedy, JIRA, other) that it will provide for SEMS exclusive use.</p>			
<p>2.9.10.</p>	<p>The Contractor 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.</p>			

2.9.11.	The Contractor 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 Contractor’s performance on this SLA.			
2.9.12.	MSOS shall have read and 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.			
2.9.13.	MSOS may requests 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.			
2.9.14.	The Contractor 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.			



2.9.15.	The Contractor must identify in the proposal submitted any standard Help Desk services that are not included in the proposed support agreement.			
2.9.16.	The Contractor must provide training on the Help Desk Tracking project to MSOS.			
2.9.17.	The Contractor must implement an escalation process for the Help Desk Staff in order to alert all Team Members when an emergency issue arises.			
2.10.	Other Service Requirements			
2.10.1.	The Contractor 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 Contractor to keep the application working properly. MSOS retains all sole proprietary rights to all software patches, upgrades, and scripts.			
2.10.2.	MSOS owns the source code for SEMS. The production version compiled source code will be made available to the awarded Contractor. SEMS software is solely for use by persons authorized by MSOS; the Contractor is not allowed to copy or distribute SEMS software to other users or States.			

2.10.3.	The Contractor must deliver a copy of the SEMS Source code to MSOS within 14 days after the acceptance of each quarterly software release.			
2.10.4.	Upon the filing of a voluntary or involuntary bankruptcy petition or any other insolvency proceeding relating to the Contractor, or upon Contractor dissolution, Contractor merger with or acquisition by another company, or Contractor discontinuance of support of any software or system provided under the Contract, the Contractor 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.			
2.10.5.	The Contractor will maintain different versions of SEMS software, to provide for control of application development, testing, quality assurance and production operations.			

2.10.6.	The Contractor 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.			
2.10.7.	All new SEMS application releases must be “backwards-compatible” and be tested for backwards-compatibility by the Contractor <u>prior</u> to release for MSOS user acceptance testing (UAT).			
2.10.8.	The Contractor will maintain the SEMS data edits and online help prompts that assist users in maintaining standardized voter registration records and processes.			
2.10.9.	The Contractor must monitor and ensure that full data replication will occur in near real-time between the two sites.			
2.10.10.	The Contractor 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 Contractor must follow the Contractor’s proposed development process as by MSOS and included in the SSMP.			

2.10.11.	<p>The Contractor shall implement a method for prioritizing repair of reported problems, to ensure optimal use of Contractor resources throughout the SLA term. The order of priority will be: (1) issues preventing operation of SEMS statewide; (2) issues denying critical functionality to several counties; (3) issues denying critical functionality to a single county; (4) issues denying functionality to a single user; (5) ideas to improve overall system efficiency; and (6) ideas to improve the efficiency of a group of users performing a particular task.</p>			
2.10.12.	<p>The Contractor will work with MSOS to develop a Statewide Reporting Module that will include the compilation of reports at the State level with SEMS data. The initial effort will be less than 10 reports. These reports will be designed in conjunction with the MSOS Team and may be updated as the need is established and approved. Currently these reports are being pulled using Crystal Reports and MS SQL. Contractor should quote an optional rate for development of these reports.</p>			

2.10.13.	The SLA must address various areas of service expectations such as response time, quality, accuracy, and scalability. Contractor must provide details in the proposal submitted in response to this RFP of any areas not covered in the SLA.			
2.10.14.	At the sole determination of MSOS, the Contractor will be required to transition the functions covered by this RFP to another Contractor. The Contractor must provide transition support to ensure a high quality, efficient and timely transition of all functions to MSOS or the new MSOS Contractor. During the transition period, the Contractor will fulfill all responsibilities under this RFP. Also, the Contractor shall work with MSOS to develop a Transition Deliverables and Payment schedule for any tasks determined by MSOS to be outside the scope of this RFP.			
<b>SECTION 3: Data Centers Monitoring and Support Requirements</b>				

3.1.	<p>Software. The Contractor must provide annual licenses and support for third-party systems and applications software and fully describe what this support includes (for example: product updates, telephone hotline technical support, remote diagnostic support, etc.). NOTE: The Contractor is responsible for the annual licensing fees on these products. These licensing fees are paid directly to the software provider and will be a pass-through cost. The current software products are listed in Appendix C</p>			
3.2	<p>Hardware. The Contractor must provide support for third party hardware relating to the SEMS equipment located at Site 1 and Site 2. Contractor can provide hardware as necessary to support SEMS. Contractor will request approval for any required hardware prior to purchase and will invoice with pass-through costs with no additional charge to MSOS. Hardware costs should additionally include any additional annual support costs. A list of the current hardware and software is found in Appendix C.</p>			
3.2.	<p>Contractor must specify how regular updates and new releases of the software are distributed to the user. This detail must include detail on the availability of resources such as software update managers, etc.</p>			

	Contractor's support service must include the following:			
3.2.1.	On-line accessible software patches; and			
3.2.2.	Access to a technical knowledgebase of calls that have been previously logged for support problems.			
3.2.3.	Contractor must be aware of any end-of-life third party products and be prepared to recommend and support replacement products with MSOS approval.			
3.2.3.1.	Additional Oracle Licenses, Software and Support. The Contractor should provide pricing information for an Oracle Database Enterprise Edition License for the Test server. The first year of Update Rights and Product Technical support should also be included in the pricing.			
3.2.4	At a minimum, the following shall be included in the database maintenance:			
3.2.4.1.	Server and Database Monitoring - Provide and maintain server for datacenter monitoring, monitoring server and storage health, uptime/downtime, bandwidth usage, application services, event logs, and more. Responding to the notifications on the monitoring system on an as needed basis, according to response times defined by MSOS. Reviewing the monitoring software, associated firewall logs, SAN management interface and any other critical servers or services on a weekly basis.			

3.2.4.2.	Performance Management - Proactive monitoring – tracking up/down status for all devices, free disk space on server volumes, server CPU utilization. Antivirus signatures are configured to automatically update and are periodically verified.			
3.2.4.3.	Incident Management - Alerts from the proactive monitoring system are responded to as they occur. Reports and event logs are reviewed on a weekly basis. A summary of any issues or alerts are provided in a monthly report.			
3.2.4.4.	Load Balancing - between the two data center platforms. Database management will work to optimize load balancing between the two data center platforms to preclude performance degradation, especially during the peak operating periods which begin two weeks prior to primary and general elections and ten days after.			
3.2.4.5.	The Contractor must monitor and ensure that full data replication will occur in near real-time between the two data center sites.			
3.2.4.6.	Backup and recovery. System backups are checked daily.			
3.2.4.7.	Backup success – 99.99%. Tape backups and successful completion of backups of application software and all data sets on daily, weekly, and monthly schedule.			



3.2.4.8.	Backup validations – 100%. Validation that backups can be used to restore either individual data elements and or restore entire system. Tested quarterly.			
3.2.5.	The Contractor shall be proactive in scheduling downtime periods for maintenance and upgrading of the database, security, or storage components of SEMS. All downtime must be approved by the MSOS team and notification must be given to users prior to the downtime event.			
3.3.	Hardware. The Contractor must propose services to monitor and support the hardware and software listed in Attachment C. The Contractor is responsible for managing and billing MSOS for the annual support fees on these products. These support fees are paid directly to the hardware provider by the Contractor but will be a pass-through cost paid by MSOS.			
3.3.1.	At a minimum, the on-site hardware service must be provided by a local Mississippi services company, as defined by section 1.14, with experience supporting this type of hardware and configuration.			

3.3.2.	The Contractor must guarantee a functioning SEMS System of at least 99%, 24 hours a day by 7 days a week. Functioning is defined as the system being available to users and the ability to complete typical processing activities. Due to the end-of-lifecycle of the current equipment, individual component uptime will not be required at this level.			
3.3.3.	The Contractor must agree to a datacenter maintenance and support agreement that include the categories of onsite hardware and software support; Off-peak Period, Peak Election Period, Election Week Period and Election Day (see Item 4 for a definition of each period) with response time as follows:			
3.3.3.1.	Off-peak Period - The Contractor must respond by telephone within one (1) hour, Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and must come on-site with the necessary support efforts (remote or on-site) within four hours from the point the call is made to service critical components and within eight (8) hours from the point the call is made to service all other peripherals.			

3.3.3.2.	Ballot Prep and Peak Election Period – The Contractor must respond by telephone within one (1) hour to requests, twelve (12) hours a day from 6:00 am to 6:00 p.m., six (6) days a week, and must provide necessary support efforts (remote or on-site) within two (2) hours from the point the call is made to service critical components and within four (4) hours from the point the call is made to service all other peripherals and related computer equipment.			
3.3.3.3.	Election Week Period – The Contractor must respond within thirty (30) minutes by phone and to agree to a maximum two (2) hours and a maximum four (4) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum one (1) working day on all other repairs.			
3.3.3.4.	Election Day Period – The contractor must respond with fifteen (15) minutes by phone and to agree to a maximum two (2) hour turnaround from the point the call is made to service critical components and within four (4) hours from the point the call is made to service all other peripherals and related computer equipment.			
3.3.4.	The Contractor must provide testing to certify full functionality of SEMS on Windows 10 and future Windows updates as they become available. Certification must include drivers for scanners and printers.			

3.3.5.	The Contractor must provide a list of tested printers and scanners which are compatible with the SEMS environment. Printers must include at least one duplex model for confirmation cards. Testing of Confirmation Cards and Registration Cards must be completed and approved before recommendations are released.			
3.4.	If unable to repair equipment, the Contractor must be willing to pay a third-party to restore the equipment or provide an interim loaner until equipment is functional.			
3.5.	The Contractor must provide support for SFTP sites to facilitate the exchange of data with state and federal agencies.			
3.6.	The Contractor must specify the type of call center tracking software that will be used and must provide a toll-free number for access to a centralized call center.			
3.7.	The Contractor must provide MSOS access to the call tracking software for status and management reporting. If software licensing is required for this feature, it should support at least 10 MSOS users.			

3.8.	The Contractor must discuss the manner and schedule under which preventive maintenance on hardware will be provided.			
3.9.	The Contractor must identify the location of the service center nearest to Jackson, Mississippi and Oxford, Mississippi.			
3.10.	The Contractor must provide details on how a call is initiated and all steps involved in getting the item repaired, including escalation procedures.			
3.11.	The Contractor must provide security plans for the system. Such plans include security audits, training of MSOS and county users to be secure users, independent 3 <sup>rd</sup> party penetration testing of the SEMS application.			
3.11.1.	The Contractor must provide the ability to encrypt key elements such as driver license number, social security number and date of birth.			
3.11.2	The Contractor should include in the comments the number of hours of development and testing to move from .NET 4.0 to .NET 4.6 to accomplish this encryption.			

3.11.3.	The Contractor must be familiar with a SIEM as well as passive network traffic monitoring and alert systems and use these tools to provide security monitoring of the system.			
3.11.4.	The Contractor must provide a Security Audit every three years to cover both sites. Cost of this audit and remediation cost to fix any issues will be a pass-through cost to MSOS and is estimated at \$110,000.00			
3.11.5	The Contractor shall work with MSOS to create various daily, weekly, and monthly cybersecurity reports and provide reporting of cybersecurity events directly to MSOS and/or the Department of Homeland Security, as directed. Additionally, the Contractor shall provide limited access to generate reports for validation as necessary.			
3.11.6	The Contractor shall implement and maintain cybersecurity tools that include Endpoint Detection and Response (EDR), Security Information and Event Management (SIEM), Intrusion Detection System (IDS). Additionally, MSOS can specify that the Contractor work with a Security Operations Center (SOC) for any integrations or investigative workloads.			
3.11.7.	The Contractor will be prepared to work with an Incident Response Team designated by MSOS in the event of any potential breach, actual breach, or investigation as determined by MSOS in response to the Department of Homeland Security, the Federal Bureau of Investigation, or other respective Agency with applicable jurisdiction.			

<p>3.11.8.</p>	<p>The Contractor shall be responsible for responding to cybersecurity events as prescribed:</p> <ul style="list-style-type: none"> <li>(a) Critical Event – 10 minutes</li> <li>(b) Medium Event – 1 hour</li> <li>(c) Low Event – 24 hours</li> </ul> <p>A Critical Event is defined as potentially impacting operation of SEMS, possibility of breach, or repeated observable attack attempts occurring in a short time frame to disrupt the system.</p> <p>A Medium Event is defined as partially affecting the operation of SEMS or a repeated observable attempt to disrupt or gain information from SEMS.</p> <p>A Low Event is any other event that is not covered by above and does not pose an imminent threat to the operation of SEMS.</p>			
<p>3.12.</p>	<p>The Contractor will be responsible for upgrades of Oracle software to the latest tested version compatible with SEMS. The Contractor should include in the comments the number of support hours to complete this task.</p>			
<p>3.13</p>	<p>The Contractor should include in the comments the number of support hours to enhance the complexity of password generation for SEMS, as well as any additional password controls, such as forcing users to change passwords upon specific criteria.</p>			

3.14.	The Contractor must state his policy for adding equipment to the maintenance contract. MSOS reserves the right to add or delete equipment to/from the list of equipment to be maintained. MSOS also reserves the right to access the production and test databases or any other network or application appliance.			
3.15.	The Contractor must specify whether the proposed services will be provided by his company's in-house staff. If not, Contractor must provide the name, address, telephone number and contact person of the subcontractor that is to provide the technical support. If a subcontractor is used, Contractor will remain the primary party responsible for the contract.			
<b>SECTION 4: Contractor Qualifications</b>				
4.1.	Company Information - Contractor must provide a description of the organization to include the following information:			
4.1.1.	Type of company ownership (public or private) and type of organization (limited partnership, non-profit, etc.) and corporate information to include parent corporation and any subsidiaries;			
4.1.2.	The date of establishment;			



4.1.3.	Location of Contractor’s principal office and the number of executive and professional personnel employed at this office;			
4.1.4.	The location of the place of performance of this proposed contract;			
4.1.5.	Current products and services;			
4.1.6.	Number of years the company has been in business (minimum of two (2) years required); and			
4.1.7.	Disclosure of any company restructurings, mergers, and acquisitions in the past three (3) years that have impacted any products the Contractor sold, serviced, and supported.			
4.2.	Corporate Experience			
4.2.1.	The Contractor must provide information on professional accreditations/certification pertinent to the services provided by this RFP.			
4.2.2.	The Contractor must provide information on its background and experience with:			
4.2.3.	Supporting software/application development projects			

4.2.4.	Monitoring data center, preferably with Oracle and replication.			
4.2.5.	The Contractor must include in the proposal, a list of all current or recent application development support, or related projects for governmental agencies (federal, state, and local). The time frame to be covered should begin, at a minimum, in January 2016 through present date.			
4.2.6.	The Contractor must list any clients with whom it has ended its business relationship (customer or Contractor initiated) within the past three (3) years and provide an explanation. The Contractor should not include projects that were completed as agreed upon except those for which the customer, having an option to renew, chose not to renew the agreement. Contractor must include a full address, contact person, title, e-mail address, and telephone number for each client			
4.3.	Proposed Personnel Qualifications			

	<p>The Contractor shall certify that key personnel assigned to produce the deliverables identified in this RFP meet the minimum qualifications below. The following minimum qualifications are mandatory. A resume will be submitted for each person proposed, detailing the person’s experience and education that fulfills the minimum requirements. An interview of each candidate may be held at the discretion of MSOS.</p>			
<p>4.3.1.</p>	<p>Lead Developer</p> <p>The key person responsible for software development must be qualified to lead the maintenance of the SEMS application software in all areas of the system and skilled in using the development tools used to maintain an ELECTUS–based system:</p> <p><u>Required</u></p> <ul style="list-style-type: none"> <li>o Visual Studio</li> <li>o ORACLE</li> <li>o Active Reports</li> <li>o TWAIN integration</li> <li>o Cannon Scanner Management</li> </ul>			

4.3.1.1.	The Lead Developer must be able to effectively interact with the key members of the SEMS support organization including: MSOS staff; Contractor testing, quality assurance, database, training, and Help Desk services; in order to keep production of the application software on schedule.			
4.3.1.2.	Shall demonstrate excellent listening, writing and oral communications skills in English.			
4.3.1.3.	Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business; or an Associate’s Degree in Engineering, Computer Science, Information Systems, Business, or other related disciplines and four (4) years of directly related work experience.			
4.3.1.4.	At least five (5) years of software development experience utilizing the required products.			
4.3.1.5.	At least three (3) years of software development experience working on SEMS or ELECTUS system.			
4.3.2.	Lead Support Services Manager			

	The key person responsible for project management and functional analysis of voter registration business requirements, documentation of functional specifications, and project management of services must be qualified to manage the related tasks and possess the following capabilities, education, and experience:			
4.3.2.1.	Shall demonstrate excellent listening, writing and oral communications skills in English.			
4.3.2.2.	Bachelor’s degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, or other related discipline; or an Associate’s Degree in Computer Science, Information Systems or other related discipline and four (4) years of directly related work experience.			
4.3.2.3.	Must have five (5) years consulting, managerial, or software design experience working on large scale programs.			
4.3.2.4.	Must have three (3) years’ experience working on SEMS or ELECTUS voter registration programs.			
4.3.3.	Database Support Manager			

	The key person responsible for database management must be qualified to provide database support and ad-hoc reporting. The DSM must be capable of providing highly technical expertise and support in the use of SEMS and possess the following capabilities, education, and experience:			
4.3.3.1.	Maintain the file organization, indexing methods and security procedures for the SEMS application;			
4.3.3.2.	Maintain database back-up and recovery procedures for the processing environments;			
4.3.3.3.	Ensure that data integrity, security, and recoverability are built into the SEMS applications;			
4.4.3.4.	Be able to evaluate and recommend available SEMS functions to support validated user requirements;			
4.3.3.5.	Demonstrate excellent writing and oral communications skills in English;			
4.3.3.6.	A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field;			

4.3.3.7.	Must have three (3) years' experience in ORACLE database systems analysis and programming.			
4.3.3.8.	Shall possess specific knowledge of the functions of ELECTUS application software and the underlying database structure. At least three (3) years of experience supporting the SEMS or ELECTUS system.			
4.3.4.	Experience narratives may be attached to the resumes describing specific experience with the type of service to be provided by this RFP. Resumes must include relevant education and training, including college degrees, dates of completion, and institution name and address; and professional credentials, including any degrees, licenses, and relevant continuing education.			
4.3.5.	Resumes must include at least three (3) references exclusive of the Contractor's corporate references required in Section IX that can be contacted to verify the individual's qualifications and experience (can provide a staff reference that is also a corporate reference).			
4.4.	For all other necessary personnel, the Contractor is required to build an IT technical staff organization that will meet the needs of this RFP.			

<b>SECTION 5: Change Orders</b>				
5.1.	Contractor must submit, in the attached, <i>Cost Information Summary</i> , Table 2 an hourly rate, or rate schedule for performing any Change Orders requested by MSOS.			
5.2.	Contractor must submit a 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.			
5.3.	Contractor staff related travel expenses as required and approved by MSOS 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 Contractor staff where travel is not required or approved by MSOS must be invoiced at the base rate (or less).			
<b>SECTION 6: Cost Information</b>				



6.1.	Contractor must specify all costs associated with this project in the attached, <i>Cost Information Summary</i> Form. Contractor must propose a fixed-price contract amount showing itemized cost for the maintenance, professional services, and any other costs associated with this proposal.			
6.2.	Contractor may include detailed cost information to support the Cost Summary being provided as an attachment.			
<b>SECTION 7: Proposal Evaluation Methodology</b>				
7.1.	An Evaluation Team composed of MSOS personnel will review and evaluate all proposals. All information provided by the Contractors, as well as any other information available to evaluation team, will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:			

	Datcenter Monitoring Requirements	10 Points			
	Contractor Qualifications	10 Points			
	Value –Add	5 Points			
	Lifecycle Cost	40 Points			
	<b>Total</b>	<b>105 Points</b>			
7.1.1.	Each category included in the scoring mechanism is assigned a weight between one and 100.				
7.1.2.	The sum of all categories, other than Value-Add, equals 100 possible points.				
7.1.3.	Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to MSOS at no additional charge, which, in the sole judgment of MSOS, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.				
7.2.	The evaluation will be conducted in four stages as follows:				

7.2.1.	<p>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.</p>			
7.2.2.	<p>Stage 2 – Technical Evaluation (all requirements excluding cost)</p> <p>Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.</p>			
7.2.3.	<p>Stage 3 – Cost Evaluation</p>			
	<p>Points will be assigned using the following formula:</p> $(1 - ((B - A) / A)) * n$ <p>Where:                  A = Total lifecycle cost of lowest valid proposal                  B = Total lifecycle cost of proposal being scored                  n = Maximum number of points allocated to cost for this acquisition</p>			
7.2.4.	<p>Stage 4 – Selection of the successful Contractor</p>			

7.2.4.1.	Optional Oral Presentation or proposal clarification - At MSOS's option, Contractors remaining in a competitive posture near the end of the evaluation may be requested to make proposal clarifications or an oral presentation. This presentation must be in person in Jackson, Mississippi at the Contractor's expense and conducted within seven (7) calendar days of notification. The presentation must be made by the Contractor's proposed project principal. The presentation is intended to give MSOS an opportunity to become acquainted with the Contractor's project principal, receive a first-hand understanding of the proposal and engage in a question and answer session.			
7.2.4.2.	Final Quantitative Evaluation - Following any optional requested presentations, the Evaluation Team will re-evaluate any technical (non-cost) scores as necessary. The technical and cost scores will then be combined to determine the Contractor's final score.			

**ATTACHMENT C**  
**SEMS Hardware and Software listing**

**Software**

<b>Spec #</b>	<b>SUPPORT ITEMS</b>	<b>Qty</b>	<b>Year 1 Support</b>	<b>Year 2 Support</b>	<b>Year 3 Support</b>
	Oracle Database Enterprise Licenses Update Rights and Product Technical Support	16			
	Oracle Real Application Cluster Update rights and Product Technical Support.	6			
	TOAD for Oracle DBA Edition support	2			
	Oracle GoldenGate License Update rights and Product Technical Support	10			
	Oracle GoldenGate Foundation Suite License Update rights and Product Technical Support	10			
	Oracle Advanced Security Processor Licenses with perpetual term.	10			
	Red Hat Linux Enterprise Technical Support	8			
	Remote Access Licenses	500			
	Tape Library Software	1			
	Microsoft Windows Server per core	126			
	Microsoft SQL Server per core	48			
	Microsoft Remote Desktop Licenses	50			
	Anti-Malware – Threat Detection and Prevention Suite	51			
	Virtualization Platform Management Application	2			

	Virtualization Platform	6			
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**Hardware**

Spec #	SUPPORT ITEMS	Qty	Year 1 Support	Year 2 Support	Year 3 Support
	HA Firewall PAIR (total of 4 firewalls) Hardware Support 4-hour response	2			
	URL Threat Filtering	2			
	Network traffic threat prevention	2			
	Associated Firewall Logging Service	2			
	Firewall management appliance	1			
	URL proactive malware detection prevention	2			
	Premium 4-hour Firewall Technical Support	4			
	Physical Server Hardware Support 4-hour response	34			
	Physical Server Advanced Management Interface Support	34			
	Storage Array Hardware Support 4-hour response	2			
	Tape Library Hardware Support 4-hour response	1			
	Fiber Storage Switch Hardware Support 4-hour response	2			
	DMZ Switch Hardware Support 4-hour response	2			
	Trusted Switch Hardware Support 4-hour response	2			

	Internet Switch Hardware Support 4-hour response	2			
	Physical Load Balancing Appliances Hardware Support 4-hour response	4			
	Console Switch Appliance Hardware Support 4-hour response	2			
	Miscellaneous cables required for SAN, server, and switch connectivity	As necessary			
	Associated hard drives and internal components for servers and appliances	As necessary			
	Associated host bus adapters, jumpers, and transceivers	As necessary			
	Associated power delivery units, racks, power supplies, and enclosures	As necessary			
	Replacement software and hardware as needed for SEMS operation	As necessary			