



Providing Benefits for Life

TO: All Respondents

FROM: Public Employees' Retirement System (PERS)

DATE: December 9, 2025

RE: Intent to Award – Election Services 2025 RFQ #3140004440

The Public Employees' Retirement System of Mississippi appreciates each bidder's response. The Selection Committee has determined that the award for this solicitation will be made to "YesElections", being the lowest responsive and responsible bid.

Thank you,


Judy Miller
Procurement Officer

RFQ #3140004440
Election Services for PERS Board Positions
Opening Date/Time: 12/02/25, 1:00 p.m., CST
429 Mississippi Street, 3rd Floor Conference Room, Jackson, MS 39201

TABULATION SHEET

Company Name		Bid Amount
Yes Elections	State Employee Rep Election (1) – Spring 2026	\$16,332.68
	State Employee Rep Election – Runoff	<u>\$12,234.58</u>
		\$28,567.26
	Municipal Rep Election – (2) Fall 2026	\$12,781.40
	Municipal Rep Election – Runoff	<u>\$ 9,303.70</u>
		\$22,085.10
		<u>\$50,652.36</u>
Votem	Platform Subscription Fee (per election)	\$15,750.00
	Platform Subscription Fee (per election)	\$15,750.00
	State Employee Rep Election (1) – Spring 2026	\$31,963.00
	State Employee Rep Election – Runoff	\$31,963.00
	Municipal Rep Election – (2) Fall	\$18,226.00
	Municipal Rep Election – Runoff	\$18,226.00
		<u>\$131,878.00</u>
	Postage billed at actual cost TBD	

Request for Proposals

Election Services for PERS Board Positions
RFQ #3140004440

November 12, 2025





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Section I - Transmittal Letter

To: Interested Vendors

Date: November 12, 2025

Re: Transmittal Letter

The Public Employees' Retirement System of Mississippi (PERS) invites bids for blended election services for the PERS Board positions representing State Employees and Municipal Employees. The schedule of events for this solicitation is:

- | | | |
|----|--------------------------------|---|
| 1. | Request for Proposals Released | Wednesday, November 12, 2025 |
| 2. | Vendor Questions Due | Monday, November 17, 2025 5:00 p.m. CST |
| 3. | Response to Questions Released | Thursday, November 20, 2025 5:00 p.m. CST |
| 4. | Proposals / Responses Due | Tuesday, December 2, 2025 12:00 p.m. CST |
| 5. | Contract Awarded | Tuesday, December 9, 2025 |

All questions related to this Request for Proposals should be submitted via email to Judy Miller (e-mail below) in the PERS Accounting Department. **Questions must be emailed to the email address below by Monday, November 17, 2025, by 5:00 p.m.** Please label your email as **Questions for Proposal #3140004440 for Election Services.**

Public Employees' Retirement System of Mississippi
Accounting Department
Attention: Judy Miller
429 Mississippi Street
Jackson, Mississippi 39201-1005
jmiller@pers.ms.gov

Bids must be submitted to the **mailing address above**. Bids must be received in the PERS office on Tuesday, December 2, 2025, by 12:00 p.m. CST. Please mark your envelope as a sealed bid.

PERS reserves the right to reject any or all proposals and to accept the proposal deemed best for PERS. Material not in accordance with specifications returned at vendor's expense.

Section II - General Information

Statement of Understanding

The Public Employees' Retirement System (PERS) of Mississippi is seeking to establish a contract for blended election services for two elections. The two elections are for one State Employee Representative and one Municipal Representative position on the PERS of Mississippi Board of Trustees. The election services required include:

- Secure handling of confidential election participant information
- Printing and mailing of election information packages
- Toll-free telephone customer assistance available to participants provided by vendor
- Vote collection and tabulation from telephone responses
- Vote collection and tabulation from mailed paper ballots
- Vote collection and tabulation from secure internet site provided by the vendor
- Assurance that each participant is allowed only one vote using only one of three methods
- Certification of election results and overnight transmittal of results to PERS
- Reporting of election statistics to PERS

Conference or Visit

Immediately following the contract start date, at a date and time to be determined, the selected vendor is required to meet with PERS in an agreed upon format, Teams, Zoom etc. or in person at 429 Mississippi Street in Jackson, Mississippi. The purpose of this conference or visit will be to review the project timeline and process, materials needed, and any other information necessary for delivery of services in accordance with the required timelines. The date and time of this meeting will be coordinated by the designated PERS representative.

Hours of Operation

The Public Employees' Retirement System's normal hours of operation are CDT 8:00 a.m. to 5:00 p.m. The communications between PERS and the vendor will not be limited by these hours of operation but used as a baseline to expect more timely responses during that period.

Data Security

Because of the sensitive information involved in elections, the vendor must provide security throughout the election process to ensure the confidentiality and safety of this information. The vendor will be given a partial Social Security number and most recent home address for each participant. The vendor must provide a secured portal or SFTP website that utilizes HTTPS SSL encryption for the transfer of our data file. This file will be in ASCII standard fixed length format. A signed confidentiality agreement from the vendor will be required before any transfer of data occurs. The vendor must destroy all data files supplied by PERS 90 days after the PERS Board of Trustees has certified the election results. PERS must receive written confirmation of this destruction.

Confidentiality Agreement

The selected vendor will be required to complete a confidentiality agreement, guaranteeing that the confidentiality of all PERS-related data and information will be safeguarded. The agreement is included as Attachment C.

Expenses Incurred in Preparing Bid

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Bid Form

All pricing must be submitted on the Bid Form for Election Services (Attachment B). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

Bid Certification and Contract Term

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

The contract term and work schedule set out herein represent the schedule that will be followed through December 31, 2026, or earlier, depending on the completion of the Municipal Employee election and certification of results, including a potential runoff, by the PERS Board.

PERS Board Election Schedule – Election #1 – State Employee Representative**Term Ends 6/30/26**

February 6, 2026	Deadline for preparation of ballot
February 25, 2026	Board approval of ballot at regularly scheduled meeting
March 10, 2026	Deadline to mail ballots
April 14, 2026	Deadline for receipt of ballots/votes
April 22, 2026	Board approval of election results at regularly scheduled meeting
Runoff (if necessary)	
May 12, 2026	Ballots mailed
June 16, 2026	Deadline for receipt of ballots/votes
June 24, 2026	Board approval of election results at regularly scheduled meeting

PERS Board Election Schedule – Election #2 –Municipal Employee Representative**Term ends 12/31/26**

July 27, 2026	Deadline for preparation of ballot
August 26, 2026	Board approval of ballot at regularly scheduled meeting
September 8, 2026	Deadline to mail ballots
October 13, 2026	Deadline for receipt of ballots/votes

October 28, 2026 Board approval of election results at regularly scheduled meeting

Runoff (if necessary)

November 9, 2026 Ballots mailed

December 14, 2026 Deadline for receipts of ballots/votes

December 16, 2026 Board approval of election results at regularly scheduled meeting

Note for all elections - In two of the last seven elections, only two individuals presented as candidates, so there was no need for a runoff election. Additionally, for another Board position, only one individual presented and qualified so there was no election. (This was actually a rare occurrence). Responding vendors should be aware that while costs should be included for three elections and runoffs, PERS reserves the right to utilize only those services required by the circumstances.

Section III - Specifications

Election Ballot Package

Contractor shall provide the design, layout, and printing of the election packages. Each package will contain voting instructions, voter-specific personal identification numbers (PIN), candidate biographies, and the ballot. The ballot may be designed as a separate sheet, postcard, or perforated removable portion of the voting instructions and candidate biographies. The return mailing address should be printed on the ballot card or return envelope provided by the contractor. The PERS logo shall be included in the election package. The three colors used for voting instructions will be black, Pantone Blue 302 (or CMYK 100, 25, 0, 50), and Pantone Green 392 (or CMYK 7, 0, 100, 49). Each candidate biography will be text only (no photos) and is limited based on space available and the number of candidates. The size of paper and number of pages in the ballot package is subject to the number of approved candidates. Contractor's design and layout sample is subject to PERS' approval.

Mailing Services

Contractor shall provide mailing services and packaging materials for the ballot package, including provision of such services and materials for a runoff election. **Postage will not be included in the bid for election services. PERS will provide the funds necessary for all postage charges. Postage is considered a pass-through cost for the purpose of this request for quotes, but the election services vendor must facilitate a postage permit account to handle postage costs associated with the election. Invoicing for postage costs will be separate from invoicing for election services.**

The vendor is responsible for management and reporting of mail activity related to the elections. The outbound election materials will be sent using a presorted standard rate of postage. The reply mail activity will be sent using a first-class rate. Any replacement ballots will be sent using a first-class rate. Contractor shall ensure all mailings take place according to the election schedule agreed upon by PERS prior to commencement of each election. The contractor shall provide U. S. Postal Service receipts verifying quantities of mailed pieces and applicable rates for all mailing activity associated with PERS elections.

Voter Tracking System

The Contractor shall develop a voter tracking system that will provide a barcode scanning system for return ballots and Personal Identification Numbers (PIN) for online and telephone ballots for tracking and control purposes. All bar code and PIN numbers must be randomly generated and must not reflect any personal data.

Paper Ballot Voting

The Contractor shall process ballots for the primary election and for a runoff, in no candidate receives more than 50 percent of the votes cast. Punch-hole ballots will not be accepted. The ballots must be counted by an automated system. The Contractor will be required to receive and organize ballots that are returned as undeliverable and provide a list of those undeliverable addresses to PERS. The Contractor shall establish controls to assure that each voter may only cast one eligible vote for the board seat. The first vote tabulated is the vote to be counted. Election materials must be stored at the Contractor's off-site facility during the election cycle and maintained for 90 days after the Board of Trustees has certified the election results.

Interactive Voice Response (Telephone Voting)

The Contractor shall provide an option to vote by telephone for the primary election and later for a runoff (if necessary). The Contractor shall provide an option to vote by Interactive Voice Response (telephone voting) that has 99 percent uptime and is available 24 hours a day, seven days a week to eligible voting

members. The Contractor shall establish controls to assure that each voter may only cast one eligible vote for the board seat. The first vote tabulated is the vote to be counted. All voice mail scripts shall be pre-approved by PERS.

Internet Voting

Contractor shall process votes submitted online for the primary election and later for a runoff (if necessary). The Contractor shall provide a secure website where the participant will log in using an assigned identification number generated by the Contractor. The secure site shall be available 24 hours a day, seven days a week, with 99 percent up-time. PERS will approve the website text and application prior to going live. The Contractor shall establish controls to ensure that only one eligible vote for the board seat is counted. The first vote received is the vote to be counted.

Customer Service Toll-Free Line

The Contractor shall provide a toll-free number with voice response access that has 99 percent uptime and is available 24 hours a day, seven days a week to eligible voting members. Contractor shall provide a Personal Identification Number (PIN) to all voting members to enable them to receive general election information and request a duplicate ballot package. The Contractor shall provide customer service representatives to answer questions regarding the voting methods or to request replacement ballots Monday through Friday between 8:00 a.m. and 5:00 p.m. Central Time (CT), excluding state holidays.

Tally the Votes

The Contractor shall tally votes from eligible voting members according to the rules specified in the voting instructions within the ballot package and as agreed upon by Contractor and PERS. The mail ballots must be counted by an automated system.

The Contractor shall review and process damaged paper ballots in situations where the voter's intention is clear, but the ballot is not suitable for the automated system.

The Contractor shall ensure that vote tally takes place according to the Election Schedule.

Contractor shall provide PERS with a hard copy report representing the final vote by the following deadlines:

- State Employee Representative Election #1: April 16, 2026, for the primary election and June 18, 2026, for a runoff election (if necessary)
- Municipal Employee Representative Election #2: October 15, 2026, for the primary election and December 15, 2026, for a runoff election (if necessary)

Runoff Election

In the event of a runoff election, Contractor must print and mail a ballot package containing the ballot and candidate biographies for the candidates that received the most votes. Contractor shall provide voters the same voting options and services provided for the primary election.

Assumptions for Bid Costing

Vendors should assume the following when preparing bid calculations:

- We estimate approximately 26,000 participants in the State Employee Representative election and 16,000 participants in the Municipal Representative election. Use these numbers for bid costs.
- We estimate there will be up to five candidates in the primary elections for both the State employee representative and the Municipal employee representative. Assume these numbers for candidates. Candidate biographies are text only and will be limited based on available space and the number of candidates. Assume that candidate biographies will be 125 words or less. While

not always necessary, we assume there will be a primary and a runoff (for the top two highest in the primary election) in each election. Provide costs for each election.

- Historical data in these elections show an average of 12 percent total response or voter turnout. Assume this response in these elections.
- Historical data shows that of the total vote response, the method used by voters is 62 percent mail-in ballot, 28 percent internet ballot, and 10 percent telephone ballot. Assume this voter response distribution in these elections.
- Historical data shows that our address file required 1,500 address corrections needed for deliverable pieces in the most recent Retiree Representative election. Assume this many corrections needed, but please detail the cost per address correction.
- Historical data shows approximately 10 replacement ballots during the most recent elections. Assume this number for bids, but please detail the cost per replacement ballot.

Section IV – General Requirements

Special Terms and Conditions

By submitting a response to this RFP, the contracting firm certifies acceptance of the standard terms and conditions as noted below and to the contract provisions as set out in **Attachment A. Please note that most contract provisions are as set forth in and required by Mississippi law and are not subject to further negotiation, including but not limited to the following paragraphs: 7. Availability of Funds; 10. Applicable Law and Venue; 13. Transparency; 21. Indemnification; and 28. Sovereign Immunity. Accordingly, any suggested changes could significantly impair the likelihood of a respondent's bid being accepted.**

1. PERS reserves the right to reject any and all responses, either in whole or in part. PERS will not be responsible for any costs incurred by any firm in responding to this RFP or in connection with the preparation thereof. PERS will reject responses that fail to address each of the specific requirements contained in this RFP.
2. PERS reserves the right to select the response containing the best offer considering the value of services proposed. PERS may or may not select the response with the lowest fee offer. Cost is significant and must be fair and reasonable, but it is not the only consideration. Other considerations include but are not limited to a) experience of the contractor and its staff in creating ballots and administering elections for public pension systems or other similar organizations, and c) quality, conciseness, clarity, and completeness of the proposal.
3. If the selected contracting firm does not execute a contract within a period of time determined to be reasonable by PERS, PERS may give written notice to the selected respondent that PERS intends to select the next most qualified respondent or to call for new responses, whichever PERS deems to be in its best interest.

Section V - Submission of Bids

Bids must be received no later than the date and hour indicated in the Transmittal Letter on page 3 of the Request for Proposals and only to the following address:

Public Employees' Retirement System of Mississippi
Accounting Department
Attention: Judy Miller
429 Mississippi Street
Jackson, Mississippi 39201-1005

Bid must include (1) a Letter of Transmittal, (2) a Bid Form for Election Services (Attachment B), (3) completed Confidentiality Agreement (Attachment C), (4) sample Election Package as described in Section VI, (5) Reference List, including size of election (number of ballots), election format, client point of contact, and (6) confirmation that Terms and Conditions as set forth in the PERS Contract for Services are acceptable (Attachment A).

Section VI - Preparation of Bid Response

PERS reserves the right to disqualify any proposal that does not include the following required components:

Letter of Transmittal

Part 1 of the bid response must consist of a letter of transmittal signed by an individual authorized to bind the company contractually. The letter shall state that the proposal, including the prices, is valid for a period of 90 days after the deadline for submission of proposals given in the Transmittal Letter and thereafter until the offeror withdraws it OR an agreement is made and approved OR the procurement is terminated, whichever first occurs. The letter shall also include the name, title, address, and telephone number of one or more individuals authorized to negotiate and sign a contract for the company.

Bid Form for Election Services

Part 2 of the bid response **must** include Attachment B (Bid Form for Election Services).

Any item needed for the successful execution of election services for which no cost is stated in the Bid Form will be deemed to be included in the stated costs.

Additional Costs

PERS will not accept invoices for additional costs not outlined in the bid proposal without PERS management approval prior to the receipt of the invoice. Requests for approval of any additional costs for work performed that is outside the scope of the project as documented in the Request for Quotes must be submitted to PERS management along with written justification that the work to be completed is not within the scope of the Quote. PERS management approval must be granted prior to completion of the work associated with the additional costs.

Confidentiality Agreement

Part 3 of the bid response must include Attachment C (Confidentiality Agreement).

Sample Election Package

Part 4 of the bid response must include a Sample Election Package. Please provide a sample of the materials described in the Bid Form for Election Services. This sample election package must meet the specifications established in Section III of the Request for Proposals.

Reference List

Part 5 of the bid response must include a reference list. Provide a minimum of three references from jobs of similar size and scope that bidder has performed within the last three years. Please include the following details: date and size of election (# of ballots), election format, type of client (i.e., public pension system, credit union, etc.) Specifically, please provide details of any elections administered for public pension clients. References must also include company name, address, contact person, and phone number. The list of references must be submitted with your bid package.

PLEASE MARK YOUR ENVELOPE AS A SEALED BID.

Section VII – Contracts

This Request for Proposals and the vendor's response will become an addendum to the Contract. Accordingly, the vendor selected will be contractually bound by its statements. In the event of a conflict in language between the documents referenced above, the provisions and requirements of the Contract shall govern. The Contract is provided as **Attachment A**.



Attachment A
PERS Contract for Services

This Contract ("Contract") is made by and between the Public Employees' Retirement System of Mississippi ("PERS") whose address is 429 Mississippi Street, Jackson, Mississippi 39201 and _____ ("Contractor"), whose address is _____ on the _____ day of _____, 2025, under the following terms and conditions:

1. Scope of Services: The scope of services is as follows:
_____.

2. Period of Performance: The Contract period shall be from _____ through _____.

3. Consideration: As consideration for the performance of this Contract, the Contractor shall be paid a fee not to exceed _____ in accordance with the terms of this Contract. The Contractor shall invoice PERS as outlined under paragraphs 4 and 5 of this Contract. *{Further terms to be determined.}*

4. E-Payment: The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies" which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. *See Mississippi Code Annotated § 31-7-301, et seq.*

5. Payment Method: Payments by state agencies using the State's automated 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 State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

6. Payment of Taxes: The Contractor shall be liable for all taxes. PERS will not be responsible for paying any taxes, including but not limited to use, excise, personal property, or sales tax.

7. Availability of Funds: It is expressly understood and agreed that the obligation of PERS to proceed under this Contract 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 PERS, PERS shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to PERS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. PERS shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

8. Representation Regarding Contingent Fees: The Contractor 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 proposal.

9. Representation Regarding Gratuities The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of PERS a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, and any other action or decision related to this contract. Contractor further represents that no employee or former employee of PERS has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated § 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. Applicable Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. The Contractor expressly agrees that under no circumstances shall PERS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to the Contractor. Further, nothing in this Contract shall affect any statutory rights that PERS may have, and such rights cannot be waived or limited by contract.

11. Assignment: The Contractor shall not assign, subcontract, or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of PERS. Any attempted assignment or transfer without said consent shall be void and of no effect.

12. Compliance with Laws: The Contractor understands that PERS is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, sex, age, national origin, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. Transparency: This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151, *et seq.* (1972, as amended). 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 the Contractor as trade secrets, or other proprietary information including confidential vendor information or any other information that is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

14. Employee Status Verification System: If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§71-11-1, *et seq.* (1972, as amended) 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. The Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Contractor agrees to provide a copy of each such verification. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of which may subject the Contractor to the following:

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

15. Independent Contractor: The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for PERS. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on PERS. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of PERS; and PERS shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that PERS enters into this Contract with the Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the Contractor shall be paid as a gross sum with no withholdings or deductions being made by PERS for any purpose from said Contract sum. The Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required.

The Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of PERS. Any person assigned by the Contractor to perform the services hereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee. PERS may, however, direct the Contractor to replace any of its employees under this Contract. The Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of PERS. Any employee or subcontractor of the Contractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of the Contractor who will be working at such locations shall be covered by the Contractor's comprehensive general liability insurance policy. The Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither the Contractor nor its employees are entitled to state retirement or leave benefits.

16. Termination for Convenience:

(a) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract 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. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default:

(a) *Default.* If Contractor refuses or fails to perform any of the provisions of this Contract 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 Contract provisions, or commits any other substantial breach of this Contract, the Agency Head 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 the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract 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 the Contract 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 the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head 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 the State 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 Contract 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 the Agency Head or designee within 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 Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that 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 the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience."

(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 that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract 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 Contract.

18. Termination upon Bankruptcy: This Contract may be terminated in whole or in part by PERS 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 Contract, but in no case shall said compensation exceed the total Contract price.

19. Modification or Renegotiation: This Contract may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal or state revisions of any applicable laws or regulations make changes in this Contract necessary.

20. Ownership of Documents and Work Papers: PERS shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, whether completed or in progress, created in connection with this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall destroy or deliver such documents and work papers to PERS upon termination or completion of the Contract.

21. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save, and hold harmless, protect, and exonerate PERS, its affiliates, directors, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, causes of action, damages, losses, penalties, fines, orders, judgements, costs, charges, settlements, investigative fees, attorney's fees, and all other related expenses or costs of any kind and nature whatsoever arising out of or caused by (a) any act or failure to act of Contractor and/or its partners, principals, agents, employees and/or subcontractors that is contrary to the terms or obligations under this Contract; (b) the grossly negligent or reckless acts or omissions or willful misconduct of the Contractor and/or its partners, principals, agents, employees and/or subcontractors; (c) a material breach of this Contract by Contractor; (d) a material breach by Contractor of any implied representations and warranties made under this Contract; (e) any violation of any applicable law(s) by Contractor and/or its partners, principals, agents, employees and/or subcontractors; (f) any action related to Confidential Information that is directly related to any act or failure to act of Contractor and/or its partners, principals, agents, employees and/or subcontractors; (g) a Security Event experienced or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors; and (h) any infringement, misappropriation, or violation of any

patent, copyright, trademark, trade secret, or other intellectual property right asserted by any third party against PERS in connection with the provision, use, or possession of any of the Service or any work product or deliverable resulting from this Contract.

22. Third Party Action Notification: The Contractor shall notify PERS in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or PERS by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract. Failure of the Contractor to provide such written notice to PERS shall be considered a material breach of this Contract, and PERS may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

23. Notices: All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by email provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or by overnight courier with signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

For PERS:

Attn: Melanie T. Estridge
Chief Financial Officer
429 Mississippi Street
Jackson, MS 39201
mtestridge@pers.ms.gov

24. Severability: If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, such provision or term will be deemed null and void only to the extent necessary, and the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

25. Entire Contract: This Contract (along with any exhibits, amendments, statements of work, security controls, or other documents contemplated herein) constitutes the entire agreement of and between PERS and Contractor, and supersedes any prior or contemporaneous agreements, contracts, proposals, representations, understandings, or negotiations, oral or written, between them with respect to the subject matter hereof.

26. Failure to Enforce: Failure by PERS, at any time, to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of PERS to enforce any provision at any time in accordance with its terms.

27. Priority: The Contract consists of this agreement with exhibits, the RFP or RFQ, and the proposal submitted by the Contractor. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first, reference to this agreement and attached appendices and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

28. Sovereign Immunity: By entering this Contract with the Contractor, PERS and the State of Mississippi, in no way, waive sovereign immunities or defenses, as provided by law. Contractor acknowledges that the individual executing the Contract on behalf of PERS is doing so in his/her official capacity only, and to the extent any provision contained in the Contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

29. Intellectual Property:

(a) All data files and information submitted by or collected by Contractor on behalf of PERS will remain the property of PERS, and as such PERS shall retain all rights, title, and interest in and to its intellectual property rights in any data and information provided to Contractor in relation to this Contract.

(b) All work products or deliverables of any kind as well as any adaptation, modification, creation and/or manufacturing of things based on, derivative works of, reproduction, distribution, broadcast or exhibition of such work products or deliverables, which result from performance under this Contract or otherwise on behalf of PERS shall be deemed the sole and exclusive property of PERS, with Contractor assigning all right, title, and interest in and to such work products or deliverables to PERS.

(c) Contractor acknowledges that PERS owns all PERS trademarks, and any goodwill derived from the use of any of PERS's trademarks by Contractor under this Contract insures solely to the benefit of PERS.

30. Trade Secrets, Commercial, and Financial Information: It is expressly understood that Mississippi law requires that 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.

31. Stop Work Order:

(a) *Order to Stop Work.* PERS 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 Contract. This order shall be for a specified period not exceeding 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, PERS shall either:

(1) cancel the stop work order; or,

(2) 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 canceled 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 Contract shall be modified in writing accordingly, if:

(1) the stop work order results in an increase in the time required for, or in the Contractor's properly allocable to, the performance of any part of this Contract; and,

(2) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

(c) *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(d) *Adjustments of Price.* Any adjustment in the Contract's price made pursuant to this clause shall be determined in accordance with the Consideration clause of this Contract.

32. Authority to Contract: Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that 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, that 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.

33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to PERS, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and PERS. The rights of PERS are in addition and without prejudice to any other right PERS may have to claim the amount of any loss or damage suffered by PERS on account of the acts or omissions of Contractor.

34. Insurance: At all times the Contractor is performing under this Contract, the Contractor shall, at its own expense, maintain insurance which includes the following minimum types of coverage:

- (a) ***Workers' Compensation*** as required by the laws of the State of Mississippi;
- (b) ***Comprehensive General Liability Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract;
- (c) ***Comprehensive Professional Liability and/or Errors & Omissions Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract, including but not limited to, any fiduciary duty owed to PERS;
- (d) ***Employee Dishonesty or Fidelity Bond Insurance*** with third party liability coverage in an amount commensurate with the Contractors' responsibilities and liabilities under this contract; and
- (e) ***Cybersecurity Insurance*** in an amount commensurate with the Contractor's responsibilities and liabilities under this contract, which shall at minimum be an amount sufficient to cover any and all losses, security breaches, privacy breaches, unauthorized distribution or release of any data transferred to or accessed by Contractor under or as a result of this Contract. This insurance must

provide sufficient coverage for the Contractor and affected third parties for the review, repair, notification, remediation, and other response to such events, including but not limited to breaches or similar incidents pursuant to Mississippi Code Section 75-24-29 or any other applicable federal, state, or local law or regulation.

All insurance policies shall list PERS as an additional insured. The Contractor must furnish to PERS certificates evidencing such insurance is in effect, and any other relevant documentation, within three business days of a request by PERS. PERS reserves the right to request certificates of insurance directly from Contractor's insurance carrier. Insurance policies must be issued by responsible and recognized insurers satisfactory to PERS, and having a minimum A.M. Best Rating of A VIII, covering Contractor's activities in connection with this Contract. All insurance procured or maintained by Contractor shall be primary.

35. Force Majeure: Neither party shall be liable for any default or delay of its obligations under this Contract to the extent caused by, and only for the duration of, a natural disaster, act of God, act of war or terrorism, quarantine restrictions, riot, or decrees of governmental bodies not the fault of the affected party and/or beyond its reasonable control (hereinafter referred to as a "Force Majeure Event"), provided the party who has been so affected makes all reasonable efforts to comply with its obligations and mitigate against the effects of such event to resume performance.

The party affected by any such Force Majeure Event shall notify the unaffected party of such occurrence and its expected duration and impact on such affected party's performance at the earliest reasonable opportunity.

Upon notice of and throughout a Force Majeure Event, the expiration date of the Contract may be extended, by mutual written consent, for a period of time equal to the time that performance of the Contract is so excused. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

36. Usage of PERS System and/or Equipment: Contractor may receive access to PERS' computers and IT systems, including but not limited to applications, voicemail, email, databases, internet, and intranet systems (collectively "Systems"). Such Systems are intended for legitimate business use related to PERS' business and Contractor's Services under this agreement. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and PERS in the use or access to PERS' Systems and that all communications made with such Systems or equipment by or on behalf of Contractor are subject to PERS' scrutiny, use and disclosure, in PERS' discretion. PERS reserves the right, for business purposes, to monitor, review, audit, intercept, access, archive and/or disclose materials sent over, received by or from, or stored in any of its Systems.

37. Property Rights: Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. PERS is under no obligation to award a contract and may terminate a legally executed contract at any time.

38. Approval: It is understood that if this contract requires approval by the Public Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

39. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages.

40. Compliance With Equal Opportunity in Employment Policy: Contractor understands that PERS 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 this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

41. Confidential Information and Data Security:

(a) *Definitions:* As used in this Contract, the following terms shall have the following meanings:

- (i) *Appropriate Safeguards:* technical, physical, and organization measures, standards, requirements, specifications, or obligations designed to ensure a level of confidentiality, integrity, and availability, appropriate to the risks presented by the nature of PERS confidential information which are commensurate with a framework or industry standard applicable to Contractor and selected from (1) Privacy and IT Security Best Practices (as defined by ISO 27001/27002); (2) Cloud Security Alliance assessments against the Cloud Controls Matrix (for hosted services); (3) SSAE 16, SOC 2 and SOC 3 auditing standards, and (4) NIST's cybersecurity standards and/or guidance.
- (ii) *Confidential Information:* includes, but is not limited to, (a) any information or data uploaded by or for PERS and PERS's officers, employees, agents, or representatives that is processed or collected through this Contract; (b) any other data or information (written, oral, or electronic) disclosed by PERS to Contractor or that Contractor has access to by its performance under this Contract, which shall be deemed to include the following information of PERS, without limitation: (i) member information, technical data, contracts, and financial information; (ii) computer programs, code, and software; (iii) information about costs, revenues, profits, and donations; (iv) plans for future development; (v) all and other data of any kind or description, including electronic data recorded or retrieved by any means, that have been or will be disclosed; or (vi) or any other Personally Identifiable Information (PII) not otherwise included in the above; and/or (c) any other sensitive, confidential, proprietary, and/or non-public information that is designated confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential information does not include any public information and/or any information that PERS may be required to publicly disclose pursuant to Mississippi law.
- (iii) *Data Laws:* mean any federal, state, or local law (including common law), statute, ordinance, rule, regulation, or any industry standards applicable to data privacy, data security, or Confidential Information, in any relevant jurisdiction, including but not limited to Mississippi law and, to the extent applicable, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").

- (iv) *PERS Data*: any data that is PERS' or data that is collected by or provided to Contractor in connection with the Services provided under this Contract, including but not limited to Confidential Information.
 - (v) *Personally Identifiable Information (PII)*: is any and all data (regardless of format) that (i) identifies or that can be used to identify, contact, or locate a natural person; or (ii) pertains in any way to an identified natural person, meaning any information relating to an identified or identifiable individual. For the avoidance of doubt, PII includes, but is not limited to, (i) any personal information as defined by Miss. Code § 75-24-29; (ii) addresses, phone numbers, passport numbers, driver's license numbers, usernames, passwords, credit or debit card numbers, bank account numbers, other financial account numbers, personal identification numbers, dates of birth, Social Security Numbers; or (iii) any other unique identification information. PII does not include publicly available information, nor does it include information that is lawfully made available to the general public from local, state, or federal records.
 - (vi) *Process, Processed, and/or Processing*: in connection with the Services provided under this Contract, any operation or set of operations which is performed on PERS Data or on sets of PERS Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - (vii) *Security Event*: is any event where there is (i) the loss or misuse (by any means) of or any Confidential Information; (ii) the inadvertent, unauthorized, and/or unlawful disclosure, processing, alteration, control, tampering, access, use, corruption, sale, rental, or destruction of any Confidential Information or other PERS's data information, software, technology, networks, websites, and/or any other breach with respect to any Confidential Information; (iii) any compromise or vulnerability of the services provided under the this Contract which has resulted or could reasonably likely to result in any of the events described in clauses (i) or (ii) above; or any other breach of security as defined by Miss. Code § 75-24-29.
 - (viii) *Subcontractor*: any third party that Contractor engages in furtherance of providing Services under this agreement.
- (b) *Receipt and Ownership of Confidential Information*. As part of this Contract and the relationship established hereby, Contractor may receive certain Confidential Information, as defined above, whether orally or in writing. Any PERS Data received by Contractor will be and remain, as between the Parties, the property of PERS. Contractor will not assert a lien or other right against PERS Data, nor will Contractor commercially exploit PERS Data. Contractor acknowledges and agrees that PERS retains all right, title and interest in the PERS Data, notwithstanding any reformatting, modification, reorganization or adaptation of the PERS Data (in whole or in part) during its incorporation, storage, or processing, or the creation of derivative works from the PERS Data. Contractor shall process PERS data only for the purpose of performing the Services under this agreement, pursuant to documented instructions from PERS, or when required to do so by applicable law and, to the extent allowed by that law, the Contractor informs PERS of the legal requirement before Processing.
- (c) *Maintaining Confidentiality*. Contractor shall at all times: (i) protect the Confidential Information from and against unauthorized use, disclosure, modification, or loss with the same degree of care that

it uses to protect its own confidential information, and in no event using less than reasonable care; (ii) not use the Confidential Information except to the extent necessary to exercise rights or fulfill its obligations under this Contract; and (iii) keep the Confidential Information strictly confidential and shall not disclose any of the Confidential Information to any other person or entity, or take or use any of the Confidential Information for its own purposes (except as may be necessary in connection with the performance of its obligations under this Contract), except (i) if such Confidential Information becomes generally known to the public, other than due to a breach of this Contract by the party receiving the Confidential Information hereunder; or (ii) in connection with the enforcement of this Contract. Contractor may disclose the Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the Contractor: (a) promptly notifies PERS of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to PERS in any lawful efforts by PERS to resist or limit the disclosure of such Confidential Information.

- (d) *Safeguards.* To the extent applicable, Contractor shall comply with all relevant Data Laws, and Contractor will maintain reasonable administrative, physical, and technical safeguards for the security and protection of the confidentiality, and integrity of any PERS's data, information, software, technology, networks, Confidential Information, and/or websites to which it has access. Those safeguards shall include, but will not be limited to, (i) measures to preventing unauthorized access, use, modification, or disclosure of PERS data, information, and Confidential Information; (ii) reasonable protections and encryption in transmission and when stored at no less than the Advanced Encryption Standard; (iii) a Disaster Recovery Plan and/or a Business Continuity Plan, maintained at all times during the term of this Contract, that will require Contractor to resume full performance of the Services within the prescribed terms after an interruption due to a disaster or other circumstance outside Contractor's control; (iv) off-site back-up storage on a daily basis of all data and materials of any type whatsoever which are related to the Contractor's obligations under the contract or which are produced in whole or in part in connection with the contract; (v) measures that ensure Contractor will physically secure and maintain control over all paper and electronic media (e.g., computers, electronic media, paper receipts, paper reports, and faxes) that contain PERS data, information and/or Confidential Information; (vi) data location restrictions that limit the storage, processing, and/or access to any PERS data, information and Confidential Information to only within the continental United States; (vii) annual data security and privacy training to all Contractor principals, agents, or employees which is appropriate to train any personnel providing services to PERS under this contract an appropriate understanding of data security risks and current best practices; (viii) implementation of reasonable vulnerability scans and virus detection/intrusion software; (ix) measures to restrict access to PERS data, information, and/or Confidential Information to an "as needed" basis only; (x) take commercially reasonable measures consistent with the highest industry standards to prevent the introduction of malware or disabling code; and (xi) any other safeguards or security controls as set forth in this Contract (or any document related thereto). Contractor shall ensure that it regularly, but in no event less than annually, evaluates, tests and monitors the effectiveness of its safeguards, and shall promptly adjust and/or update its safeguards as reasonably warranted by the results of such evaluation, testing, and monitoring. If PERS requests that Contractor implement additional security measures, Contractor shall not unreasonably refuse or delay implementation of such measures. PERS shall have the right to audit Contractor's data security and privacy compliance with this Contract (or any other document related thereto) and/or with any applicable local, state, federal, or international law(s). Such audits shall be conducted during Contractor's normal business hours, upon reasonable prior notice, and no more frequently than once per year during the term of the Contract, unless in response to a Security Event or otherwise agreed to by the parties. Contractor shall promptly respond to and remediate any deficiencies identified in such audit. Contractor shall respond to any security survey which PERS requests and shall provide SOC reports and their response annually.

- (e) *Subcontractors.* PERS acknowledges and agrees that Contractor may engage subcontractors or other third parties to process PERS data, information, and Confidential Information, provided that Contractor obtains prior written approval from PERS. Contractor shall limit the disclosure of PERS's data, information, and/or Confidential Information to those of its principals, agents, employees, and/or subcontractors with a need to access such Confidential Information to exercise its rights and obligations under this Contract, provided that all such principals, agents, employees, and/or subcontractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Any subcontractor or other third party used by Contractor to perform under this Contract must adhere to all terms of this Contract, including, but not limited to, any requirements, obligations, or restrictions relating to data security and privacy and/or Confidential Information, and Contractor shall enter into a written contract or other legally binding agreement with subcontractor imposing the same data security and privacy requirements, obligations, or restrictions and requiring the subcontractor to provide sufficient guarantees to implement and maintain reasonable administrative, physical, and technical measures. Contractor shall be liable for the subcontractor's acts and omissions to the same extent as if such acts and omissions were performed by Contractor.
- (f) *Notification of Security Event.* Contractor shall immediately, and in any case within 72-hours, notify PERS of any Security Event or suspected Security Event. Contractor shall immediately investigate any such Security Event and immediately take all necessary steps to eliminate or contain the exposures that led to such Security Event. Contractor shall make such notification in writing and shall provide the following information: (i) the nature and scope of the Security Event, (ii) any unauthorized access to or use of Confidential Information, (iii) any unauthorized disclosure, misuse, alteration, destruction or other compromise of Confidential Information by Contractor, its workforce, or its subcontractors, of which Company becomes aware, and (iv) the remedial action taken or proposed to be taken with respect to such misuse or disclosure to restore the security of the information systems compromised in the Security Event in order to prevent further unauthorized acquisition, release, or misuse of Confidential Information. Such notification obligation shall remain in perpetuity throughout the Security Event. Contractor will (i) at PERS's sole discretion, either undertake Remediation Efforts (as defined below) at its sole expense or reimburse PERS for PERS's reasonable costs and expenses in connection with taking Remediation Efforts, and (ii) ensure that the plan associated with such Remediation Efforts includes components aimed at preventing the recurrence of the same type of Security Event. PERS shall have the sole right to determine its own Remediation Efforts and also whether Contractor's Remediation Efforts are reasonable, and (i) whether notice of any Security Event will be provided to any individuals, regulators, law enforcement agencies, or consumer reporting agencies and (ii) the contents of such notice, whether any type of remediation may be offered to affected individuals, and the nature and extent of any such remediation. Notwithstanding anything in this Contract to the contrary, PERS reserves the right to use Contractor's name in the notification of any such Security Event. At the sole discretion of PERS, Contractor agrees to either provide such notice or reimburse PERS for the actual costs of notification. Contractor agrees to pay associated mitigation expenses incurred by PERS including, but not limited to, costs associated with providing notice, printing, mailing, credit monitoring, identity theft protection, call center services, etc., if PERS determines in its sole discretion that a Security Event by Contractor is significant enough to warrant such measures.
- (g) *Remediation Efforts.* Contractor will consult with PERS regarding any Remediation Efforts with respect to any Security Event related to its services under this agreement and associated PERS data or other information. For the purposes of this Section, "Remediation Efforts" means, with respect to any Security Event, activities designed to remedy a Security Event which may be required by a Data Law or by PERS policy or procedures, or which may otherwise be necessary, reasonable, or appropriate under the circumstances, commensurate with the nature of such Security Event. Remediation Efforts

may include, but are not limited to: (i) development and delivery of legal notices to affected individuals or other third parties as may be required by a Data Law or as otherwise appropriate; (ii) establishment and operation of toll-free telephone numbers (or, where toll-free telephone numbers are not available, dedicated telephone numbers) for affected individuals to receive specific information and assistance; (iii) provision of free credit reports, credit monitoring and credit or identity repair services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory inquiries and other similar actions; (vi) undertaking of investigations (internal or external) of such Security Event; and (vii) cooperation with and response to litigation with respect to such Security Event.

- (h) *Reconstruction of Data:* If any PERS Data held by Contractor is lost or destroyed for any reason – other than documented instruction from PERS to destroy such data – the Contractor shall, at its own expense, promptly reconstruct such documents, files, data or programs from the back-up materials Contractor is required to maintain under this contract. Contractor shall provide priority allocation of time and resources necessary to promptly complete such reconstruction.
- (i) *Effects of Termination.* Any other remedy notwithstanding, PERS reserves the right to terminate this Contract immediately upon written or verbal notice to PERS should a material breach of the “Confidential Information” clause or any related clauses or a Security Event occur or be threatened. The parties agree that Contractor’s disclosure of Confidential Information, except as provided herein, may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such breach or threatened breach of the “Confidential Information” clause or related clauses or Security Event, PERS may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to PERS under this Contract, at law, or in equity.
- (j) *Data Return and Destruction.* Upon PERS’s request, upon termination of this Contract, or as otherwise directed by PERS, Contractor shall return all originals, copies, duplicates, reproductions, printouts, and/or summaries of all PERS data, information, and/or Confidential Information as well as any other tangible materials or devices provided by PERS, or at PERS’s discretion, destroy such information and materials and provide written confirmation of said destruction by the Contractor to PERS within 30 days of PERS’s request or the date of termination or completion of this Contract. Contractor shall ensure that any residual magnetic, optical, or electrical representation of PERS data, information, and/or Confidential Information that has been deleted may not be retrieved or reconstructed when storage media is transferred, becomes obsolete, or is no longer usable or required under the Contract. Contractor shall (1) render data unreadable when storage is recycled, disposed of, or accessed by any means outside of authorized applications; (2) ensure that data retention and destruction aligns with PERS requirements and policies as well as comply with Data Laws; and (3) ensure PERS Data stored on Contractor media (e.g., hard drive, optical discs, tapes, paper, etc.) is rendered unreadable or unattainable in accordance with the NIST Guidelines for Media Sanitization (Special Pub 800-88) prior to the media being recycled or otherwise disposed. Contractor shall ensure that no PERS Confidential Information is comingled with that of other trading partners to the extent Contractor would be unable to fulfill the requirements of this paragraph.
- (k) PERS shall have the right to amend the “Confidential Information and Data Security” clause requirements on 30 days prior notice to Contractor. If Contractor is unable or unwilling to comply with the revised requirements, Contractor must notify PERS at its earliest reasonable opportunity.

- (l) *Survival of Obligations.* The “Confidential Information and Data Security” clause and all related clauses shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract so long as Contractor has Confidential Information.

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

RAY HIGGINS
EXECUTIVE DIRECTOR
PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

Insert the name of the Contractor)

Date: _____

Date: _____



Attachment B
Bid Form for Election Services

Company	Contact Person	Telephone Number

- I. Give brief description of materials and/or services bid
- II. Pricing – Provide cost estimate on a per-participant basis using the assumptions given in Section III of the Request for Proposals. This rate will be applied to the actual number of participants provided by PERS at the time of the election. Also, list any costs that would be identified as separate and not applicable to the per-participant rate.

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment/material
- All required insurance
- All required overhead
- All required profit

The pricing must include all associated costs with no additional or hidden fees.

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands the Request for Proposals and Attachments;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments;
3. That the company agrees to all provisions of the Request for Proposals and Attachments;
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company has applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.
7. **NON-DEBARMENT** - By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** – The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** – The prospective contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (**please circle applicable word or words**) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
10. **REPRESENTATION REGARDING CONTINGENT FEES** - The Contractor represents that it has/has not (**please circle applicable word or words**) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid or proposal.
11. **REPRESENTATION REGARDING GRATUITIES** - [Offeror, Contractor] represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of [Agency] a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. [Offeror, Contractor] further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by [offeror, contractor]. [Offeror, Contractor] further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

Printed Name:_____

Signature:_____ **Date:**_____



Attachment C Confidentiality Agreement

I, _____, _____, in order to
Name Title
submit a bid on behalf of _____ (hereinafter, Vendor)
for future election services to the Public Employees' Retirement System of Mississippi (PERS) do hereby
acknowledge and agree to the following:

1. Certain confidential information will be made available by PERS to Vendor to enable Vendor to perform services necessary in order to prepare a proposal to PERS for printing and mailing the PERS Board Position election packets.
2. Mississippi law provides that PERS member records are confidential and the contents thereof shall not be disclosed without prior written consent of the individual to whom the record pertains. Vendor shall treat all PERS data and information to which it has access as confidential and shall not disclose such data or information to a third party without specific written consent of PERS. Vendor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision shall survive the termination or completion of any Contract and shall continue in full force and effect and shall be binding upon Vendor and its agents, employees, successors, assigns, subcontractors.
3. Vendor agrees to indemnify and hold harmless PERS for any damages related to Vendor's unauthorized use of personal or confidential information.
4. That all data and information, electronic or otherwise, provided, collected, or prepared by the Vendor pursuant to this Request for Quotes or any related Contract and all documents, notes, files and all other materials collected, developed or prepared by Vendor pursuant to this Request for Quotes or any related Contract shall be and shall remain the property of the PERS.
5. No later than 90 days after completion of election and reporting of election results to PERS, the vendor will destroy all data and information provided by PERS and provide written confirmation of said destruction to PERS.

Witness my signature this the _____ day of _____ 2025.

Signature

Amendment 1 – Questions and Answers for RFQ #3140004440 for Election Service

Questions/Answers

1. Paper & USPS Handling

☐ Please confirm we should apply NCOA and CASS to the mailing list prior to print and presort to achieve

the lowest postage rate?

The outbound election materials will be sent using a presorted standard rate of postage.

☐ For address corrections, should we forward undeliverable mail immediately or batch weekly? Any cost

caps we should observe?

The Contractor will be required to receive and organize ballots that are returned as undeliverable and provide a list of those undeliverable addresses to PERS. There is no requirement for immediate forwarding.

2. Accessibility & Language

☐ Beyond WCAG 2.2 AA, does PERS require large-print ballots or alternate language (e.g., Spanish) for notices and IVR? If so, which groups and approximate volumes?

Large print ballots and alternate language notices were not required in the RFP.

☐ Will PERS require TTY support for the telephone system?

TTY Support was not required in the RFP.

3. Candidate Materials

☐ Candidate statements are limited to 125 words; may we standardize the format and apply a plain-language/ADA readability check?

Candidate statements may not be amended.

☐ Will PERS require a separate candidate booklet PDF per group for web and print inclusion?

Each election will require a separate pdf for web and print.

4. Security, Audit & Recount

☐ May we deliver a sealed, encrypted “Ballot Packet” export for an air-gapped recount, with hash-based verification and an observer guide?

Contractor shall provide the design, layout, and printing of the election packages. Please provide a sample of the materials described in the Bid Form for Election Services. This sample election package must meet the specifications established in Section III of the Request for Proposals.

The Contractor shall tally votes from eligible voting members according to the rules specified in the voting instructions within the ballot package and as agreed upon by Contractor and PERS. Contractor shall provide PERS with a report representing the final vote.

☐ Does MPERS prefer monthly security posture updates (controls, pen-test summary) during the election window?

The PERS election window is generally limited to one month.

5. Reporting & Certification

☐ Please confirm the desired format of the certified results and whether PERS wants any other verified data included in the formal certification.

Certified results should include a formal letter with total votes cast for each candidate. In addition, PERS requests a detailed voter participation file with dates and times of votes provided.

☐ Should preliminary results be provided within 15 minutes of closing for Executive Director review, prior to formal certification?

No election results shall be provided until formal certification.

6. Service Levels & Help Desk

☐ Are the following acceptable SLAs: email median response < 4 hours; 100 % within 48 business hours; dedicated toll-free line 8a–8p CT, with 24/7 the last week of voting?

Customer service requirements are provided in the RFP.

☐ Does PERS require Spanish language support on phone/email?

Spanish language support was not required in the RFP.

7. Open Records & Confidentiality

☐ Are there specific elements PERS prefers to keep out of the public domain (e.g., detailed network diagrams) so we can structure the proposal accordingly?

The PERS Confidentiality Agreement is included in the RFP. In addition, PERS is an agency of the State of Mississippi and subject to the Mississippi Public Records Act.

8. When is the nomination deadline for receipt of petitions for the first election of 2026, the State election?

Nomination packets must be received at PERS by February 6, 2026.

9. What date can PERS provide confirmation to the vendor that an election is contested and required?

PERS can provide confirmation to the vendor that an election is required the following business day after the nomination packets are due.

10. How soon after can PERS provide candidate names, biographies and ballot order to the vendor?

PERS can provide candidate information 3 business days following the deadline for nomination packets.

11. How soon after can PERS provide the eligible voter list?

The eligible voter list can be provided 3 business days following the deadline for nomination packets, so long as an election is required.

Please acknowledge receipt of this amendment when completing your bid package by writing in the Amendment #, confirming that the Amendment was received and then signing.

Amendment # _____

I have received and reviewed the above Amendment.

Signature **Date**