REQUEST FOR PROPOSAL
TO PROVIDE
SYSTEMS' MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER
SUPERVISION, GENERAL SUPPORT & REPORTING

THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
3825 RIDGEWOOD ROAD, ROOM 412
JACKSON, MS 39211

RFP NO: 2019:1206

DUE DATE AND TIME
January 6, 2020 2:00 PM CST

CONTACT PERSON: PHIL CUMBERLAND
Ph. 601-432-6315
PCUMBERLAND@MISSISSIPPLEDU
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REQUEST FOR PROPOSAL: SYSTEMS’ MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER SUPERVISION, GENERAL SUPPORT & REPORTING

Issue Date: December 6, 2019
Project No.: 2019:1206 SYSTEMS’ MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER SUPERVISION, GENERAL SUPPORT & REPORTING
Proposal Due: January 6, 2020 2:00 PM
Contact Name: Phil Cumberland
Contact Phone Number: 601.432.6315
Contact E-mail Address: pcumberland@mississippi.edu

The Board of Trustees of State Institutions of Higher Learning (IHL) requests proposals from qualified vendors to provide systems’ management, integrated marketing strategy, call center supervision, general support & reporting for Mississippi’s Complete 2 Compete initiative.

Proposals will be opened at 2:00 PM CT on Monday, January 6, 2020 at 3825 Ridgewood Road, 4th floor, conference room, Jackson, Mississippi 39211. Names of vendors will be read aloud. No other information will be discussed at that time. No activity on the part of the vendors at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any proposal by any vendor in attendance may result in the rejection of the proposal.

To ensure continuity of services, there is a very aggressive timeline for being ready to implement these services. Fully functioning program must be in place by April 1, 2020.

It is the intent that any contract negotiated subsequent to this solicitation will be awarded a firm fixed price contract for the services outlined herein. Proposals should be based on a fixed fee that includes all anticipated fees.

Proposals must be submitted no later 2:00 PM CST, January 6, 2020.

E-Mail to: pcumberland@mississippi.edu
Fax to: 601-432-6315
Attention: Phil Cumberland

Deliver to:
Board of Trustees of State Institutions of Higher Learning
Attention: Procurement Department
3828 Ridgewood Road Suite 412
Jackson, MS 39211
BUSINESS OVERVIEW AND BACKGROUND

The Board of Trustees is the constitutional governing body of the State Institutions of Higher Learning (IHL) and is located at The Education and Research Center located at 3825 Ridgewood Road Jackson, Mississippi 39211.

The Commissioner of Higher Education is the chief executive officer of the state university system and is responsible for assisting the Board in the administration of the Board's policies and bylaws. Divisions of the Commissioner's Office include, but are not limited to, academic and student affairs, construction and physical affairs, finance and administration, legal affairs and research and planning.

Approximately 31 million Americans have completed some college credit without earning a degree or postsecondary credential. In Mississippi, where the goal is to increase the educational attainment rate, this population represents a significant opportunity. Currently, Mississippi’s higher education attainment rate is approximately 41 percent. By encouraging these former students to complete their college degrees, Mississippi can make significant progress towards its college completion goals, strengthening its workforce, and improving the financial prospects for thousands of Mississippians.

Complete 2 Compete (C2C) is a statewide program focused on encouraging Mississippi adults who have completed some college, but no degree, to return to college and finish what they started. IHL and the Mississippi Community College Board (MCCB) have partnered to identify target groups, implement adult learner services, and re-engage adult students to help them complete their degrees.

In August 2017, C2C launched with an informational website including the C2C Program application, integrated marketing strategy and applicant portal. To date, the C2C applicant portal contains over 17,000 applicants’ information and reflects their enrollment stage in the degree completion process. The C2C Program has over 1,000 students enrolled and has produced 1,301 degrees. In 2020, C2C anticipates identifying a new target group of non-completers. Based on data from the initial target group, C2C anticipates 50,000 records of non-completers to be the next file to then vet through, scrub, append, and remove duplicates.

The 15 public community colleges, eight public universities, and the medical center are all participating in this state-wide initiative, C2C. Each institution has identified individual(s) to serve as the C2C Coach(es). The C2C Coach serves as a one-stop shop for the adult learner needing to re-enroll in school. They guide the C2C applicant through the enrollment and degree completion processes until the degree is awarded. They are the adult learners’ liaison at the institution. These C2C Coaches report back to the State C2C Office using a C2C Dashboard (applicant portal).

The services included in this RFP include systems’ management, an integrated marketing strategy, call center supervision, and general support and reporting. All of these services are necessary to support IHL, MCCB, the eight public universities, the 15-public community colleges, and the medical center with the C2C Program. Primary funding for the administration of the C2C Program is provided by funds from a federal grant. We anticipate funding through September 30, 2020, with four, one-year renewals through September 30, 2024. However, continued funding is provided at the discretion of the grantor. The award of this RFP initial term and renewals are contingent upon the continued anticipated funding.

The C2C marketing initiatives, application, emails, call center activity, and grant tracking are integrated to work as one, and all are designed to work together so that reporting is seamless. Each step in the process initiates the next action. Once a prospective student applies to the C2C Program through the C2C application (found at [www.msc2c.org](http://www.msc2c.org)), the application information is immediately available in the C2C Call Center, Administrator and Coach Dashboards, and the prospective student officially becomes an applicant. The Call Center Triage goes through a pre-qualification process with each applicant before the applicant’s information is visible in the Administrator and Coach Dashboards without searching by name. The movement from the Call Center Dashboard to the Administrator and respective C2C Coach Dashboards happens automatically when the applicants’ statuses are updated to “pre-qualified” by the Call Center. Applicants that are not qualified for the
C2C Program are moved to a status of “ineligible” and do not require any action from the C2C Coach but are retained in the C2C Dashboard for reporting purposes. Below is a diagram to help explain this process at a high level:

As an application to the C2C Program is completed, a confirmation email is automatically generated with the applicant’s application ID number corresponding with their application in the C2C Dashboard. The C2C Dashboard serves as a degree-completion funnel allowing C2C Coaches at each of the participating 24 public institutions to monitor and track their communication with the applicants as well as each applicant’s progress towards degree completion. Each applicant is flagged according to the marketing means by which they became an applicant in the C2C Dashboard. After being pre-qualified by the Call Center, the C2C Coach at the respective institutions contacts and works with the applicant to move them through the degree completion process. Each step of this process is captured in the Coach Dashboard through applicants’ statuses which are maintained by the C2C Coach and reflected in the Administrator Dashboard.

After about two weeks to a month of the application being submitted to the C2C Program, a participant survey is automatically generated to the applicant asking for feedback on their experience with the program thus far. This information is then housed in the applicant's record and provided on two reports available on the Administrator Dashboard: Survey Summary and Survey Details.

C2C Coaches also submit applicants for the C2C Grant through the Coach Dashboard which is then reflected on the Administrator Dashboard to be considered for the C2C Grant. This awarding and enrollment verification process happens between the Administrator and the Coach Dashboards. As the applicant is moved through the C2C Grant awarding process in the dashboard, the next step in the process is automatically triggered within the respective dashboards for the Administrator and/or Coach and generates the respective emails for each step in the process. Each email is automatically generated to the applicant based on the results of each corresponding step.

Upon graduating, each C2C Graduate is sent an email containing a link that takes them to a landing page to capture information to send them a C2C Graduate T-shirt. This information is housed in the Administrator Dashboard and a report is available within the dashboard based on the applicants’ statuses. Once the graduate responds to the email via the link, this information is stored in the T-shirt Fulfillment report in the Administrator Dashboard. This report is used to create labels to mail out the C2C Graduate T-shirts from the State C2C Office.

The initial term of this agreement will be March 19, 2020, through September 30, 2020, with the option to extend up to four additional one-year terms through September 30, 2024. All scopes of work would need to be up and running by April 1, 2020. Primary funding for the administration of the C2C Program is provided by funds from a federal grant. We anticipate funding through September 30, 2020, with four, one-year renewals through September 30,
2024. However, continued funding is provided at the discretion of the grantor. The award of this RFP initial term and renewals are contingent upon the continued anticipated funding.

I. Scope of Work

1. Systems’ Management

1.1. Maintenance of C2C Website (www.msc2c.org) & C2C Program Application

1.1.1. Maintain program information on the C2C website and update as program details are revised. This includes but is not limited to; Home Page, About Page, FAQ Page, Resources Page, C2C Grant, Connect 2 Careers, Blog Page, and Contact Us Landing Page.

1.1.2. Refresh current photos with new program graduate photos as needed.

1.1.3. Retain program application hosted on website in working order and linked to the Applicant portal (C2C Dashboard).

1.1.4. Research and creation of blog information to be promoted on social media.

1.1.5. Link the “Contact Us” submissions to the C2C Administrator Dashboard. This information is housed in the Administrator Dashboard to be accessed and addressed by the Administrator.

1.2. Develop and maintain the functionality of program application and update as needed.

1.2.1. Application should contain all of the applicants’ personal information, all colleges attended with hours earned, type of degree working toward, field of study, and ability to choose one of the 24 participating institutions to attend.

1.2.2. Upon completion of the application, a confirmation email is automatically generated to the applicant with further information about next steps.

1.2.3. Ability to make revisions due to reporting changes.

1.2.4. The information provided by applicants on the program application should be automatically populated and captured in the Administrator and respective C2C Coach Dashboards.

1.3. Develop and maintain a real-time online C2C Dashboard (applicant portal) supporting application delivery, application status reporting, survey responses, and customize as needed.

1.3.1. Vendor should summarize process for data management, proposed software to be used.

1.3.2. Applicant portal should provide real-time C2C Coach assignment and online access to applicants.

1.3.3. Applicant portal should provide distinct, secure, online access by each participating college and university to their respective applicants.

1.3.4. Applicant portal should support applicant progression with reporting and tracking.

1.3.5. The C2C Dashboard consists of three dashboards – Administrator Dashboard, C2C Coach Dashboard, and Call Center Dashboard:

1.3.5.1. Administrator Dashboard

1.3.5.1.1. All applicants’ information and progress toward degree completion are captured here.

1.3.5.1.2. This dashboard is all inclusive of the 24 institutions participating.

1.3.5.1.3. The Administrator is able to reflect interactively where the C2C applicants are in the degree completion process including adding comments.

1.3.5.1.4. The Administrator is able to refer an application from their dashboard to another C2C Coach Dashboard.

1.3.5.1.5. The Administrator is able to combine duplicate applications on the same applicant.

1.3.5.1.6. The Administrator is able to update the assigned C2C Coach when multiple coaches are at one institution.

1.3.5.1.7. Reflects in real-time the changes made by C2C Coaches and or Administrators.

1.3.5.1.8. Has the capability to download any and all data in different reports to excel.

1.3.5.1.9. Search functionality consists of applicant’s name, time frame, status, and/or assigned C2C Coach.

1.3.5.1.10. Ability to indicate the marketing efforts or offer that resulted in the applicant to apply; as personalized URL or through website, for example.
1.3.5.1.11. Ability to interact with the C2C Coach Dashboard in considering, awarding, and funding the C2C Grant.

1.3.5.1.12. Automatically generates the respective emails as the applicant progresses through the C2C Grant process.

1.3.5.2. C2C Coach Dashboard

1.3.5.2.1. All applicants and progress toward degree completion are captured here.

1.3.5.2.2. C2C Coach is able to reflect interactively where the C2C applicants are in the degree completion process including adding comments.

1.3.5.2.3. C2C Coach is able to refer an application from their dashboard to another C2C Coach Dashboard.

1.3.5.2.4. C2C Coach is able to combine duplicate applications on the same applicant.

1.3.5.2.5. Coach is able to update the assigned C2C Coach as needed.

1.3.5.2.6. Has the capability to download any and all data in different screens of dashboard to excel.

1.3.5.2.7. Search functionality consists of applicant’s name, time frame, and/or status.

1.3.5.2.8. Ability to interact with the C2C Administrator Dashboard in considering, awarding, and funding the C2C Grant.

1.3.5.2.9. Automatically generates the respective emails as the lead progresses through the C2C Grant process.

1.3.5.3. Call Center Dashboard

1.3.5.3.1. All new C2C applicants come into the Call Center Dashboard from the C2C website for pre-qualification.

1.3.5.3.2. Call Center staff are able to track communication progress with applicants and make comments for the C2C Coach.

1.3.5.3.3. Call Center staff are able to reflect interactively where the C2C applicants are in the pre-qualification process including adding comments.

1.3.5.3.4. Call Center staff are able to combine duplicate applications on the same applicant.

1.3.5.3.5. Reflects in real-time the changes made by Call Center staff.

1.3.5.3.6. Once the applicant is moved to a “pre-qualified” status, the applicant is visible to the Administrator and the respective C2C Coach Dashboard.

1.3.5.3.7. Has the capability to download any and all data in different screens of dashboard to excel.

1.3.5.3.8. Search functionality consists of lead’s name, time frame, and/or status.

1.3.5.3.9. Has links to FAQs and Transcript Links (internal dashboard screen).

1.3.5.4. Develop reporting within the Dashboards that provide real-time results and campaign reporting.

1.3.5.4.1. Supports real-time reporting of applicant activity by each marketing medium.

1.3.5.4.2. Provides campaign reports indicating rate of success for each marketing medium.

1.3.5.4.3. Executes reporting of student experience satisfaction through student surveys and follow-up communication.

1.3.5.4.4. Provides campaign reports indicating applicant and student progression until degree completion broken down by school.

1.3.5.4.5. Provides graduation estimations using the data input for each applicant based on degree completion date.

1.3.5.4.6. Reports within each dashboard are as follows:

1.3.5.4.7. Administrator Dashboard

1.3.5.4.7.1. Applicant Tracking Reports:

1.3.5.4.7.1.1. School Lead (applicant) Report broken down by institution number of applicants within each status of the process.
1.3.5.4.7.1.2. Call Center Triage Lead Report broken down by institution and the number of applicants within each Call Center status of triage.

1.3.5.4.7.1.3. Enrollment Status Report that breaks down applicants by enrollment type; continued enrollee, graduate, and new enrollee.

1.3.5.4.7.1.4. Has search function by enrollment type, year term.

1.3.5.4.7.1.5. Cumulative Report that totals enrollment and graduate types.

1.3.5.4.7.2. Grant Tracking Reports

1.3.5.4.7.2.1. Applicant Report – applicants that have been submitted for C2C Grant.

1.3.5.4.7.2.2. Approved Report – applicants that have been approved for the C2C Grant.

1.3.5.4.7.2.3. Pending Report – applicants that have had enrollment verified and are waiting to be funded.

1.3.5.4.7.2.4. Funded Report – applicants that have been funded.

1.3.5.4.7.2.5. Denied Report – applicants that have been denied the C2C Grant.

1.3.5.4.7.3. Activity Reports

1.3.5.4.7.3.1. Inquiry Requests from website

1.3.5.4.7.3.1.1. This report is generated from inquiries that come through the “Contact Us” submissions on the C2C website.

1.3.5.4.7.3.1.2. The information contained in this report is date of submission, topic of concern, comments, first and last name, and email.

1.3.5.4.7.3.1.3. Ability to track discussions should be available.

1.3.5.4.7.3.2. Survey Summary Report

1.3.5.4.7.3.2.1. Overall details of all participant (applicants’) surveys broken down by question in percentages and number of responses.

1.3.5.4.7.3.3. Detail Report

1.3.5.4.7.3.3.1. Listing of individual survey responses by applicant.

1.3.5.4.7.3.3.2. Ability to view each individual survey.

1.3.5.4.7.3.3.3. Ability to search by date range, audience, creative, offer, medium, and source.

1.3.5.4.7.3.3.4. Downloadable via excel.

1.3.5.4.7.3.4. T-shirt Fulfillment Report

1.3.5.4.7.3.4.1. This report is generated due to C2C Graduates responding to an email generated from vendor upon graduation.

1.3.5.4.7.3.4.2. The email contains a link that takes the graduate to a landing page that allows them to give information for a C2C T-shirt to be mailed to them from the State C2C Office.

1.3.5.4.7.3.4.3. Information captured in this landing page is then housed in this report. The report is generated and then has the ability to be downloaded via excel.

1.3.5.4.7.4. All reports are downloadable to excel.

1.3.5.4.8. C2C Coach Dashboard
1.3.5.4.8.1. Has ability to pull a report containing all Grant Funding information for their respective leads.

1.3.5.4.8.2. Has ability to download to excel the leads and their information based on the search parameters discussed in section 1.4.5.2.

1.3.5.5. Details to be explained:
1.3.5.5.1. Define technical support for both IHL, institutions, and applicants experiencing technical difficulties; to include response times.

2. Call Center Supervision
2.1. Creation and set-up of Call Center and staff.
2.2. Responsible for training of Call Center staff.
2.3. Responsible for incoming and outgoing calls for both inquiries and triage of new applicants.
2.4. Responsible for Call Center’s script maintenance and revisions as needed.
2.5. Track and monitor all calls coming into and being made from the Call Center.
2.6. Quality control must be in place to ensure integrity of the C2C Program.
2.7. Questions to be answered:
2.7.1. How many Call Center representatives do you employ at your call Center?
2.7.2. How many can you comfortably expand to?
2.7.3. Provide requirements and procedures for hiring Call Center representatives.
2.7.4. Describe in detail the training and continued monitoring for all Call Center representatives.
2.7.5. Specify Call Center hours of operation.
2.7.6. Provide your policy on complaint and dispute handling.

3. Integrated Marketing Strategy
3.1. Receive and manage data from IHL and MCCB regarding new target group of non-completers, estimated to be around 50,000 records before vetting, scrubbing, appending, or removing duplicate records) and supplement those data with other datasets to provide updated addresses, emails, and telephone numbers.
3.2. Append demographic information to enhance personalized marketing and maximize audience response.
3.3. Indicate company’s experience with the following:
3.3.1. Creation, design and deployment of all marketing and promotional pieces used to promote other programs using personalization and variable data.
3.3.2. These include but are not limited to: Direct Mail, Emails, Promotional Materials, Posters, Fact Cards, Traditional Advertising (TV & Radio).
3.3.3. Research, creation, and posting of blog material on websites and promotion of such on Facebook.
3.4. Describe the process utilized to determine printing and mailing vendors used for projects.
3.5. Describe the process utilized to determine the selection of media buyers.
3.6. Provide samples of personalized marketing pieces used with other higher education clients.
3.7. Social Media Presence and Maintenance
3.7.1. Research and creation of content for Facebook such as success stories and promo posts.
3.7.2. Responsible for deciding which posts need to be boosted for further reach.
3.7.3. Analysis of other social presences needed for the success of the program based on trends.
3.8. Ability to report response rates based on each marketing channel, as defined as; Unique Impressions, Respondents, Leads (Applicants), Degrees, Enrolled, and Total Participants.
3.9. Details to be explained:
3.9.1. Outline the security measures in place for the protection of data transmitted from the IHL and MCCB offices.
3.9.2. Describe the security measures used to prevent unauthorized user access to your system and data. Please indicate if there has ever been a data compromise as well as, if applicable, steps taken to protect customer’s data and the safeguards put in place to prevent it in the future.
3.9.3. Describe any Cyber Security insurance policy you maintain.

4. General Support and Reporting
4.1. Reporting
4.1.1. Call Center
4.1.1.1. Analysis of all Call Center activity and cost reported monthly.
4.1.2. Marketing
   4.1.2.1. Analysis of all integrated marketing efforts and cost reported monthly.

4.1.3. Facebook
   4.1.3.1. Analysis of Facebook activity and cost reported monthly.
   4.1.3.2. Monthly analysis of adjustments needed based on reports are expected.

4.2. General Support
   4.2.1. Results presentations may be required at least once a year to be developed by vendor.
   4.2.2. Results handouts may be required quarterly to be developed by vendor.
   4.2.3. Participant Survey
      4.2.3.1. Creation and deployment of participant survey about the enrollment experience.
      4.2.3.2. Automatically generated to the applicant’s email address about two weeks to 1 month after application.
      4.2.3.3. Responses to the survey are stored in the applicant’s record within the Administrator and Coach Dashboards.

2. RFP GENERAL TERMS AND CONDITIONS
   Vendors have read and understand the following general terms and conditions related to this solicitation:
   2.1 Awarded vendor will be expected to sign a Contract for Services for an initial term of six months March 19, 2020 through September 30, 2020, with optional renew for up to four additional one-year periods through September 30, 2024 that contains the provisions set out within Attachment C.
   2.2 IHL reserves the right to reject any and all proposals and IHL has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a vendor with the proposal for IHL to properly evaluate, IHL has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
   2.3 In case of default of contractor, IHL reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs of default.
   2.4 All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to in this solicitation.
   2.5 IHL reserves the right to make an award which is determined to be to the best interest of the State of Mississippi. The award does not have to go the lowest proposal. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.
   2.6 IHL reserves the right to reject any proposal which does not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following:
      2.6.1 The proposal contains unauthorized amendments to the requirements of the RFP;
      2.6.2 The proposal is conditional;
      2.6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
      2.6.4 The proposal is received late;
      2.6.5 The proposal is not signed by an authorized representative of the party;
      2.6.6 The proposal contains false or misleading statements or references; and,
      2.6.7 The proposal does not offer to provide all services required by the RFP.
   2.7 Vendor represents that he/she 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 proposal.
   2.8 The right of vendor to proceed may be terminated after notice and hearing if the Board of Trustees of State Institutions of Higher Learning determines that vendor or any agent or other representative of vendor gave or agreed to give an inducement to any IHL employee or official or to the spouse of same in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request associated with this prospective agreement, as listed in Miss. Code Ann. Section 97-11-53
2.9 The vendor’s signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible vendors and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.

2.10 From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the IHL shall be made through the Procurement Office unless otherwise noted in the RFP. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other consideration.

2.11 The contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the end of the initial term of the agreement or end date of any renewal term for a period of one (1) year at which time proposal prices and scope may be revised as needed for changes in project. The total number of one-year renewals permitted shall not exceed four (4).

2.12 The procurement method to be used is that of competitive negotiation from which IHL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with vendors who submit proposals. Likewise, IHL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

2.13 The vendor should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

2.14 IHL reserves the right to consult with outside parties in evaluation of proposals. All proposals become the property of IHL upon receipt and will not be returned to the vendor.

2.15 IHL will not pay any costs incurred in the preparation and submission of proposals.

2.16 Proposals may be withdrawn by written notice received at any time before award.

2.17 Any requests to modify a proposal must be submitted in writing by the primary vendor representative. All requests for modifications must be submitted prior to the proposal submission deadline. IHL reserves the right to deny any requests for proposals modification.

2.18 Contracts, purchases and other financial transactions are administrated by IHL equally, without regard to race, color, creed, sex, national origin, disability or age.

2.19 Prior to removing, replacing, or diverting any of the specified individuals presented in the proposal, the vendor shall notify IHL reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this contract. No replacement shall be made by the vendor without the written consent of IHL staff. IHL staff must ratify in writing the change.

3. INSTRUCTION AND RESPONSE FORMAT

3.1 Instruction

3.1.1 Proposals must be received, in writing, by IHL by the date and time specified. IHL is not responsible for any delays in delivery or expenses for the development or delivery of proposal. Any proposal received after proposal opening time will be rejected and returned unopened.

3.1.2 Vendors must submit an original paper proposal, marked as such, three (3) paper copies, and an electronic copy of all materials required for acceptance of their proposal by the proposal due date.

3.1.3 To prevent opening of proposals by unauthorized individuals, all copies of the proposals that are delivered must be sealed in a package clearly marked DO NOT OPEN with RFP number and project information as on Cover Sheet.

3.1.4 Proposals or alterations by phone will be not be accepted.

3.1.5 Legibility, clarity and completeness of proposal are important and essential.

3.1.6 Proposal must be signed by individual(s) legally authorized to bind the vendor. All information requested should be submitted. Failure to submit all information requested may result in receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack key information will be found nonresponsive and rejected.
3.1.7 Proposal must contain a statement that the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.

3.2 Proposal Contents
All responses are subject to a determination of “responsive” and “responsible” prior to award. IHL is the sole judge as to “responsiveness” and “responsibility” of suppliers. All RFPs must meet all required specifications and formatted as requested. Any RFP that does not meet requirements can result in automatic disqualification. IHL reserves the right to request additional information from suppliers to assist in the evaluation process.

3.2.1 Title Page: Note the RFP subject, the vendor name, address, telephone number, email address, contact person, and date.

3.2.2 Table of Contents

3.2.3 Proposal: Proposals must provide responses to specifics in Section 1 and all subsections that describe in detail the scope of work and the details on how services will be provided. Include a description of major tasks and subtasks. Proposal must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices. All page numbers of the response should be numbered and, indicate which RFP section responding to. All RFPs must meet all required specifications and formatted as requested.

3.2.4 Executive Summary to include:
3.2.4.1 Company Name, Address, Phone Number, Email, Website and individual(s) authorized to represent vendor.
3.2.4.2 Company History
3.2.4.3 Key Members to work on project and a brief summary of their experience for each.

3.2.5 Contractor’s Capabilities Describe the experience of the vendor in providing the service, given number of years the service has been provided to a similar sized institution. Stipulate whether organization is national, regional, or local and provide the location of the office from which work is performed for these services. Stipulate if the organization has been involved in litigation within the last five (5) years or if there are any pending litigation arising out of the organization’s performance. If so, please list.
3.2.5.1 Statement of company’s background & experience in regard to scope of work (include all work done with other higher education authorities).

3.2.6 Personnel and Project Manager: Identify the personnel assigned to IHL that will be the point of contact for all inquiries/concerns related to the contract including service issues/interruptions, billing disputes/questions, etc. If the personnel is replaced, the contract administrator should be contacted prior to starting duties.

3.2.7 Reference: Give at least three (3) references for contracts of similar size and scope to IHL. Include at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work and the name, telephone number and email address of a contact person. Explain the similarity of the projects to the IHL project. Use Vendor Reference Form (Attachment B).

3.2.8 Acceptance of conditions: Indicate any exceptions to the solicitation document terms, conditions and requirements. Failure to indicate any exception will be interpreted as the vendor’s intent to comply fully with the requirements as written.

3.2.9 Additional data: Provide any additional information that will aid in evaluation of the response.

3.2.10 Cost data: Provide cost information on the Proposal Response Sheet (Attachment A). Cost data submitted at this stage is not binding and is subject to negotiation if proposal is chosen as a finalist.

3.2.11 Insurance Coverage: Within ten (10) days after execution of a contract and prior to commencing any work under this contract, the Contractor shall furnish evidence of insurance
to IHL. The insurance coverage shall comply with insurance requirements as described in Section 2 of IHL’s Standard Contract (Attachment C).

3.2.12 **Financial Information:** Include a completed W9. PARTICIPATION OF SMALL, WOMEN, AND MINORITY OWNED BUSINESSES: It is the policy of IHL to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in universities procurement activities. IHL encourages vendors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. A copy of your company's most recently audited financial statement, and any other explanatory documentation that would clarify and/or substantiate the proposal. Include all additional information that will be essential to the understanding of the proposal. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the proposal.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted response. Responses that utilize references to external materials as an answer will be considered non-responsive.

4. **COST REQUIREMENTS**

4.1 Vendor 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 vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

4.2 Cost shall be “fully loaded” including all materials, equipment, travel expenses, per diem and all other necessary costs to fully and successfully complete the requirements.

4.3 IHL is not liable for any cost incurred by a vendor in the process of responding to the RFP.

5. **QUESTIONS AND AMENDMENTS**

5.1 Questions

5.1.1 Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at pcumberland@mississippi.edu no later than the date listed in the Solicitation Schedule in Section 7.

5.1.2 The IHL shall provide written response to all questions received in writing on or before the written question submittal deadline.

5.1.3 Questions received in relation to this RFP shall be answered and sent to all vendors who are listed as having obtained the RFP.

5.1.4 All questions and answers will be published on the IHL website [http://www.mississippi.edu/finance/procurement.html](http://www.mississippi.edu/finance/procurement.html) within the time reflected in the Solicitation Schedule in Section 7.

5.2 Amendments

5.2.1 Vendors shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

5.2.2 All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind IHL.

5.2.3 Should an amendment to the RFP be issued, it will be posted on the IHL website [http://www.mississippi.edu/finance/procurement.html](http://www.mississippi.edu/finance/procurement.html). Further, vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by IHL in
the time and at the place specified for receipt of RFPs. It is the vendor’s sole responsibility to monitor the website for amendments to the RFP.

6. EVALUATION AND AWARD

6.1 Evaluation Process

6.1.1 A selection committee shall review and evaluate all proposals according to the criteria set forth under this section. It is important that vendors emphasize specific information pertinent to the work.

6.1.2 Evaluation of the proposals will be based on information listed below.

6.1.2.1 Cost Data (Attachment A).
Supporting detailed cost analysis may be submitted in addition to Attachment A.

6.1.2.2 Financial Stability
The financial ability from the companies most recently audited financial statements to provide the services required to fulfill the contract requirements and/or any information that would clarify and/or substantiate the proposal. Also, a W9.

6.1.2.3 Experience, qualifications, and project requirements.

6.1.2.4 Acceptance of the solicitation noting exceptions.

6.1.2.5 Insurance bond.

6.1.2.6 Added Value.

6.1.3 IHL reserves the right to conduct discussions with any or all vendors, or to make an award of a contract without such discussions based only on evaluation of the written proposals. IHL reserves the right to contact and interview anyone connected with any past or present projects with which the vendor has been associated. IHL may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

6.1.4 IHL reserves the right to request additional information or clarification from a vendor. The Vendor’s cooperation during the evaluation process in providing the IHL staff with adequate responses to request for clarification will be considered a factor in the evaluation of responsiveness. Lack of such cooperation or failure to provide the information in a manner required may, at the State’s discretion, result in the disqualification of the proposal.

6.1.5 IHL reserves the right to request oral presentations if additional information and/or clarification is required.

6.1.6 IHL reserves the right to reject any, any part of, and/or all proposals at any time. IHL reserves the right to visit the vendor’s place of business to verify the capacity and type of equipment and personnel available for servicing this contract prior to making a determination in awarding of this contract. In the event that IHL rejects any, any part of or all proposals, IHL shall not be responsible for any costs incurred by any vendor in submitting a proposal.

6.2 Award

6.2.1 If a satisfactory contract cannot be negotiated with the highest qualified vendor, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.

6.2.2 A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.

6.2.3 A written notice to proceed will be issued prior to commencement of services.

6.2.4 Responsive vendor will be notified in writing of IHL’s intent to award a contract as a result of this RFP.

6.2.5 After notification of the intent to award is made, and under the supervision of agency staff, proposal scoring and pricing will be available for public inspection, by appointment, from 8:30
AM to 2:00 PM at 3825 Ridgewood Road, fourth floor, room 412, Jackson, Mississippi. Vendors may schedule reviews with the Procurement Officer.

6.2.6 Upon award of contract, successful vendor will be asked to provide a transition plan and timeline and obtain IHL’s input and concurrence before moving forward.

7. SOLICITATION SCHEDULE

The important date and times by which actions related to this RFP should be completed:

<table>
<thead>
<tr>
<th>Date of Issuance</th>
<th>Friday, December 6, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Meeting if determined Necessary</td>
<td>December 17, 2019 (Time and location will be announced.)</td>
</tr>
<tr>
<td>Questions from Vendors Due</td>
<td>Wednesday, December 18, 2019 at 2:00 PM</td>
</tr>
<tr>
<td>Answers to Vendors Questions Due</td>
<td>Friday, December 20, 2019 by Close of Business</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Monday, January 6, 2020 at 2:00 PM</td>
</tr>
<tr>
<td>Notice of Award (Estimated)</td>
<td>Friday, January 31, 2020</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>Thursday, March 19, 2020</td>
</tr>
</tbody>
</table>
8. Proposal Signature Page

Company Name: ________________________________________________________________

Address: _____________________________________________________________________

City/State/Zip: ___________________________________________________________________

Telephone: ______________________ FAX #: ________________________________

Email address: ______________________________________________________________

Federal Tax ID (or Social Security #): ___________________________________________________________________

Print Name: __________________________ Title: ________________________________

Signature: __________________________________________ Date: _______________

This form must be signed. All signatures must be original and not photocopies.
Signature signifies the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.
# ATTACHMENT A

## PROPOSAL COST RESPONSE SHEET

<table>
<thead>
<tr>
<th>Section Reference</th>
<th>Service</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Please include brief narrative of series included in each)</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td>System’s Management</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Integrated Marketing Strategy</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Call Center Supervision</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>General Support</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Reporting</td>
<td>$</td>
</tr>
</tbody>
</table>
ATTACHMENT B
REFERENCES

REFERENCE 1
Name of Company: ________________________________________________________________
Dates of Service: __________________________________________________________________
Contact Person: ___________________________________________________________________
Address: _________________________________________________________________________
City/State/Zip: ____________________________________________________________________
Telephone Number: _______________________________________________________________
Cell Number: _____________________________________________________________________
E-mail: __________________________________________________________________________

REFERENCE 2
Name of Company: ________________________________________________________________
Dates of Service: __________________________________________________________________
Contact Person: ___________________________________________________________________
Address: _________________________________________________________________________
City/State/Zip: ____________________________________________________________________
Telephone Number: _______________________________________________________________
Cell Number: _____________________________________________________________________
E-mail: __________________________________________________________________________

REFERENCE 3
Name of Company: ________________________________________________________________
Dates of Service: __________________________________________________________________
Contact Person: ___________________________________________________________________
Address: _________________________________________________________________________
City/State/Zip: ____________________________________________________________________
Telephone Number: _______________________________________________________________
Cell Number: _____________________________________________________________________
E-mail: __________________________________________________________________________
ATTACHMENT C
Mississippi Institutions of Higher Learning (IHL)
IHL Executive Office

Professional Personal Services Contract with Independent Contractor
(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing)

Contract Number: ____________________________ (CONTRACTS ONLY)

Contractor: ____________________________ Phone No.: ____________________________

Social Security Number/Federal Tax Identification Number: ____________________________

Address: ____________________________

City: ____________________________ State: ____________________________ Zip: ____________________________

Are you currently receiving a benefit from the Public Employees’ Retirement System of Mississippi? □ Yes □ No

U.S. Citizen: □ Yes □ No If no, Country of Citizenship: ______________ and Residence: ______________

If no, Resident Alien □ Non-Resident Alien □ Visa Type: ______________

Incorporated: □ Yes □ No □ Small Business, □ Minority, □ Woman-Owned?

STATEMENT OF WORK: IHL has determined that these services are essential and could not satisfactorily be performed by IHL Executive Office employees. Therefore, the Contractor noted above will perform the services and/or tasks as follows:

Contractor shall provide the following: (Reference attachment if more space is needed, attachments are incorporated in this contract.)

Contract Begin Date: ______________ Contract End Date: ______________

CONSIDERATION AND COMPENSATION: Not to Exceed ______________ Rate of Pay ______________

Nature of Expenses:

Payment Terms:

Signed original invoices referencing the IHL contract number should be submitted to the following address:

IHL Executive Contact: Mississippi Board of Trustees State Institutions of Higher Learning
Name: ____________________________
Phone No. ____________________________

Attention: IHL contact will be designated upon execution of contract.
3825 Ridgewood Road
Jackson, MS 39211-6453

Contractor must submit a signed W-9 Form (available at the following link): https://www.irs.gov/pub/irs-pdf/fw9.pdf. The Contractor is an independent Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forward at the end of the calendar year if total payments exceed $600.
1. **INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

2. **INSURANCE.** The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker’s Compensation insurance and Commercial Auto Liability Insurance. The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

3. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

4. **AUTHORITY TO CONTRACT.** The Contractor warrants (a) is authorized 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. **ACCESS TO RECORDS.** The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.
7. **TERMINATION.** Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

8. **DATA MIGRATION.** Upon expiration or earlier termination of the Agreement, Contractor agrees that IHL may elect to have Contractor migrate the data to an IHL computer at no cost, or for Contractor to provide the data to the IHL in another form which is acceptable to them, at no cost.

9. **IHL EXECUTIVE OFFICE EMPLOYEES.** The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

10. **CONFIDENTIAL INFORMATION.** The Contractor shall treat all IHL data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party except as provided for in this Contract without specific written consent of the IHL. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision 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. Any breach of this provision may result in termination of the Contract and demand for return of all personal and confidential information. The Contractor agrees to indemnify and hold harmless the IHL for any damages related to Contractor’s unauthorized use of personal or confidential information.

   Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

   Contractor agrees to the attached data sharing terms and conditions (Exhibit 1).

11. **ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement “This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency.” If the publication is copyrighted, the statement “Reproduction of this article, with the customary credit to the source, is permitted,” shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

12. **APPLICABLE LAW.** 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 any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the Contractor agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

13. **INDEMNIFICATION.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, Board Members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs,
investigative fees and expenses, attorney’s fees, arising out of or caused by the Contractor and/or its partners, 
principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement.

14. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or 
potential conflict between Contractor's family, business, or financial interests and his/her services under this 
Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will 
inform the IHL regarding possible conflict of interest that may arise as a result of such change.

15. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the 
obligation of IHL 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 the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right 
upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty 
cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice 
of termination.

16. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or 
declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and 
enforceable to the fullest extent permitted by law.

17. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or 
concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not 
contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the 
parties. Any such change shall be reduced to writing and signed by both parties.

18. CONTRACT CHANGES. The IHL may, at any time, by written order, make changes within the general scope of the 
contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or 
a decrease in the Contractor’s cost or time required to perform any services under this contract or assigned task 
orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, 
or the appropriate task order, in writing. The Contractor must assert any claim for adjustment under this clause in 
writing within thirty (30) days from the date the Contractor received the IHL’s notification of change, unless the IHL 
grants additional time before the date of final payment. No services for which the Contractor will charge any 
additional compensation shall be furnished without the prior written authorization of the IHL.

19. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The Contractor shall not assign, transfer, subcontract, or 
otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without 
prior written consent of the IHL.

20. THIRD PARTY ACTION NOTIFICATION. The Contractor shall give the IHL prompt notice in writing of any action 
or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation 
related in any way to this contract.

21. EMPLOYMENT VERIFICATION. Contractor represents and warrants that it will ensure its compliance with the 
Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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, to provide a copy of each such verification to the State. Contractor 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. Contractor understands and agrees that 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/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 (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. Debarment and Suspension – The Contractor certifies, by the initials of the primary signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment and Suspension, codified at 29 CFR Part 98, and that it will not subgrant with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs

_________    Initials of Primary Signatory        ___________    Date

23. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS  39216 or to the Contractor by writing.

____________________________________________________________________________________

The parties agree to promptly notify each other of any change of address.

24. Contractor recognizes that IHL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this contract that is not authorized by or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.

25. IHL and Contractor hereby accept the terms and conditions specified above and acknowledge that this contract constitute the entire agreement of the parties. After execution by both parties, the original of this agreement shall be kept and maintained at the offices of the IHL.

CONTRACTOR

BY: ________________________________
NAME: ________________________________
TITLE: ________________________________
COMPANY: ________________________________
DATE: ________________________________

INSTITUTIONS OF HIGHER LEARNING

BY: ________________________________
NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________
DATA SHARING TERMS AND CONDITIONS

In connection with the Complete to Compete initiative, the Contractor will receive student directory information as defined in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations (34 C.F.R. Part 99), for the purpose of designing and creating a data-driven, personalized marketing campaign in order to engage former students who may be eligible to earn post-secondary credentials. The marketing campaign shall be designed to encourage eligible former students to return to one of Mississippi’s public post-secondary institutions and complete their post-secondary degree.

The Contractor shall provide IHL and MCCB with periodic activity reports that outline the productivity of the marketing campaign.

The student contact information provided to the Contractor will be student directory information as defined in FERPA (34 C.F.R. § 99.3), generally including the following list of data elements, but may vary depending on data availability:

- Unique ID (not SSN or student ID),
- Prefix,
- FirstName,
- MiddleName,
- LastName,
- Suffix,
- School (Institution Code),
- SchoolAddress1,
- SchoolAddress2,
- SchoolCity,
- SchoolState,
- SchoolZipCode,
- SchoolPhoneNumber,
- SchoolEmail,
- PermanentAddress1,
- PermanentAddress2,
- PermanentCity,
- PermanentState,
- PermanentZipCode,
- PermanentPhoneNumber,
- PermanentEmail,
- Mobile Number,
- CurrentAddress1,
- CurrentAddress2,
- CurrentCity,
- CurrentState,
- CurrentZipCode,
- CurrentPhoneNumber,
- CurrentEmail,
- Student Mobile Number,
- ClassLevel,
- Enroll Term/Year,
- End Term/Year,
- Gender,
- Ethnicity,
- Birthdate

To protect the privacy of the students, Contractor agrees to use the student data information exclusively for the purposes of the Complete to Compete initiative and agrees not to share the student data information outside the scope of this initiative without the prior written permission of the affected student(s), the IHL and/or the MCCB. Contractor shall maintain appropriate administrative, technical and physical safeguards designed to ensure the security and integrity of the student data and protect against unauthorized access to or use of such data.

Contractor agrees to indemnify the IHL and MCCB for any harm or loss resulting from any breach or disclosure of student data to any unauthorized person or entity. This provision shall be in addition to any other indemnification provision in the Agreement. In the event of any breach or unauthorized disclosure of student data, Contractor shall immediately inform the IHL and MCCB and shall immediately take action to remedy the breach.

Contractor agrees that all uses and disclosures of student data information shall be in accordance with FERPA, its implementing regulations, and any other applicable privacy laws.