

# **Mississippi Institutions of Higher Learning Request for Proposal**

**– SYSTEMS’ MANAGEMENT, INTEGRATED  
MARKETING STRATEGY, CALL CENTER  
SUPERVISION, GENERAL SUPPORT &  
REPORTING –**

## **REQUEST FOR PROPOSAL: SYSTEMS' MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER SUPERVISION, GENERAL SUPPORT & REPORTING**

Issue Date: July 22, 2024  
Project No.: 2024:0722 SYSTEMS' MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER SUPERVISION, GENERAL SUPPORT & REPORTING  
Proposal Due: August 19, 2024, 2:00 PM  
Contact Name: Phil Cumberland  
Contact Phone Number: 601.432.6315  
Contact E-mail Address: [pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu)

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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 are due and will be opened at 2:00 PM CT on Monday, August 19, 2024, at 3825 Ridgewood Road, 4th floor, conference room, Jackson, Mississippi 39211. Names of respondents will be read aloud. No other information will be discussed at that time. No activity on the part of the respondents at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any proposal by any respondent in attendance may result in the rejection of the proposal.

It is the intent of IHL to enter into 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 than 2:00 PM CST, August 19, 2024.**

**E-Mail to:**  
[pcumberland@mississippi.edu](mailto: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  
3825 Ridgewood Road Suite 418  
Jackson, MS 39211

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## **PURPOSE**

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 40 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 48.5 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, the C2C Program launched with an informational website including the C2C Program application, integrated marketing strategy and applicant portal. To date, the C2C applicant portal contains over 32,000 applicants' information and reflects their enrollment stage in the degree completion process. The C2C Program has over 600 students enrolled and has produced 3,671 degrees. In 2025, C2C anticipates identifying a new target group of non-completers. Based on data from the initial target group, C2C anticipates 75,000 records of non-completers to be the next file to then vet through, scrub, append, and remove duplicates.

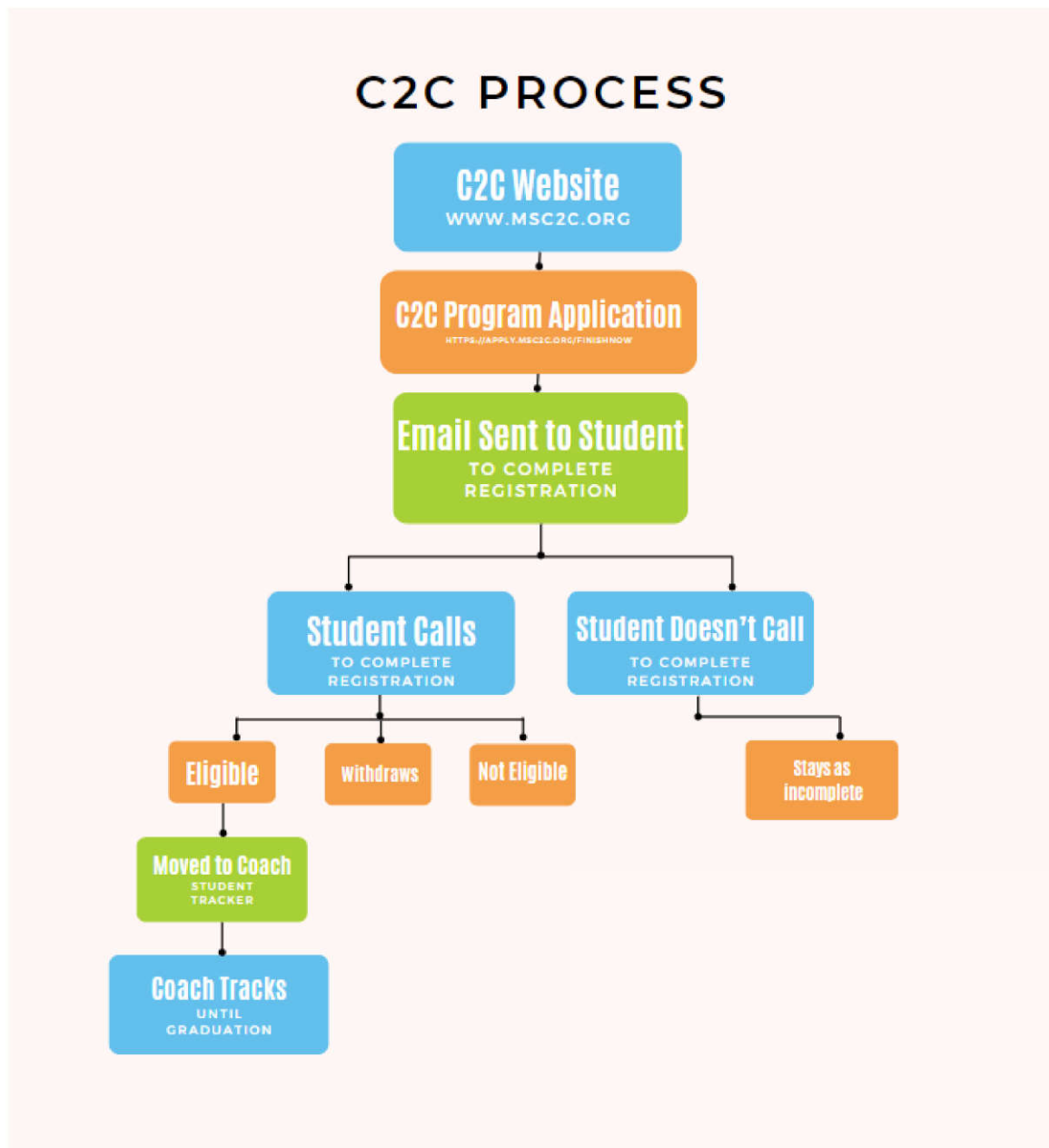
The 15 public community colleges, eight public universities, and the medical center are all participating in this state-wide initiative, C2C. Each institution has identified individual(s) to serve as the C2C Coach(es). The C2C Coach serves as a one-stop shop for the adult learner needing to re-enroll 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 Student Tracker as a dashboard.

The services included in this RFP include systems' development, implementation & management, an integrated direct marketing strategy, call center management and supervision, general support and reporting. All 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. The award of this RFP initial term and renewals are contingent upon securing 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. The Student Tracker includes advanced student progress tracking where the C2C Coach collects relevant student information at each status/step. For grant application processing and compliance with FERPA, a system using Adobe Acrobat-sign is set up for securing and storing signed documents from students. Furthermore, as students upload documents for validation of income and dependents, a secure server accessible to only Administrators is necessary for grant evaluations. Emails are auto generated to the applicants/students based on milestones and statuses. The system assigns priority based on where the student is in the process for coach follow up. 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, and Administrator Student Trackers, and the prospective student officially becomes an applicant. The applicant then receives an email with further instructions to call in to the Call Center to complete their registration. Upon making that call, the Call Center goes through a pre-qualification process with each applicant before the applicant's information is visible in the Coach Student Tracker without searching by name. The movement from the Call Center Student Tracker to the Administrator and respective C2C Coach Student Trackers happens automatically when the applicants' statuses are updated to "Registration Complete with Invite" by the Call Center. For applicants that are not qualified for the C2C Program, they are moved to a status of "T-Ineligible" and do not require any action from the C2C Coach. Students who decide not to be part of the program or never call in to complete registration are marked with "T-Withdrew" and "T-Deactivated" and do not require any action from the C2C Coach. These students are retained in the C2C Student Tracker 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 Student Tracker. The C2C Student Tracker 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 Student Tracker. 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 Student

Tracker through applicants' milestones and statuses which are maintained by the C2C Coach and reflected in the Administrator Student Tracker.

Within 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 Student Tracker: Survey Summary and Survey Details.

C2C Coaches also submit applicants for the C2C Grant through the Coach Grant Application Tracking system within the Student Tracker which is then reflected on the Administrator Student Tracker to be considered for the C2C Grant. This awarding and enrollment verification process happens between the Administrator and the Coach Student Tracker. As the applicant is moved through the C2C Grant awarding process in the Student Tracker, the next step in the process is automatically triggered within the respective Student Tracker 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.

The initial term of this agreement will be November 1, 2024, through September 30, 2025. All scopes of work would need to be up and running by November 1, 2024. The award of this RFP initial term and renewals are contingent upon securing funding.

### **GENERAL INFORMATION**

The Mississippi Board of Trustees of State Institutions of Higher Learning (IHL System) governs the public universities in Mississippi. The IHL System includes the following institutions:

- Alcorn State University
- Delta State University
- Jackson State University
- Mississippi State University
- Mississippi University for Women
- Mississippi Valley State University
- University of Mississippi
- University of Southern Mississippi
- University of Mississippi Medical Center
- IHL Executive Office
- University Press of Mississippi
- Mississippi Commission for Volunteer Service—MCVS is not governed by or a part of the IHL System; MCVS is a separate state agency with its own governance. IHL is only charged statutorily with making its legislative appropriation requests.

The Southern Association of Colleges and Schools is the accrediting body for each of the public universities in Mississippi. The Board of Trustees is the constitutional governing body of the State Institutions of Higher Learning.

## **PART I - GENERAL TERMS AND CONDITIONS**

**A.** Respondents have read and understand the following general terms and conditions related to this solicitation:

1. Awarded vendor will be expected to sign a Contract for Services for a term of one (1) year with option to renew for additional one (1) year terms up to a total of five (5) years that contains the provisions set out within Part VI.
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 respondent 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.
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.
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.
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 be awarded to the lowest respondent. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.
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:
  - a. The proposal contains unauthorized amendments to the requirements of the RFP;
  - b. The proposal is conditional;
  - c. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
  - d. The proposal is received late;
  - e. The proposal is not signed by an authorized representative of the party;
  - f. The proposal contains false or misleading statements of references; and,
  - g. The proposal does not offer to provide all services required by the RFP.
7. Respondent 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.
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. 97-11-53

9. The respondent's signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.
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.
11. The contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the contract anniversary date for a period of one (1) year at which time proposal prices and scope may be revised as needed for changes in the project. The total number of renewal years permitted shall not exceed four (4).
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.
13. The respondent 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.
14. The IHL Board reserves the right to consult with outside parties in evaluation of proposals. All proposals become the property of the IHL Board upon receipt and will not be returned to the bidder.

## **B. CONTRACT TYPE AND PRICE**

It is anticipated that any contract negotiated subsequent to this solicitation will be awarded on a cost reimbursement basis of an hourly rate. A Schedule of Professional Fees and Expenses should be submitted with the proposal. In showing your calculations for the bid scenario, please present the amounts proposed for the five fiscal years separately in Attachment B.

## **C. PROPOSAL SUBMISSION INSTRUCTIONS**

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.

2. Vendors must submit an original, marked as such, and five (5) copies of all materials required for acceptance of their proposal by the proposal due date.
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.
4. Proposals or alterations by phone will not be accepted.
5. Legibility, clarity and completeness of proposal are important and essential.
6. Proposal must be signed by individual(s) legally authorized to bind the firm. 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.
7. Proposal must contain a statement that the proposal and the prices(s) contained therein shall remain firm for a period of one hundred twenty (120) days.

#### **D. SOLICITATION SCHEDULE**

Date of Issuance	Monday, July 22, 2024
Questions from Respondents Due	Monday, August 5, 2024, at 2:00 PM
Answers to Respondents Questions Due	Monday, August 12, 2024, By Close of Business
Proposals Due	Monday, August 19, 2024, no later than 2:00 PM
Notice of Award (Estimated)	Wednesday, August 30, 2024
Contract Start Date (Estimated)	Friday, November 1, 2024

\*Contact Phil Cumberland at [pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu) for call-in information and location.

#### **E. PROPOSAL PREPARATION EXPENSES**

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

#### **F. WITHDRAWAL OF PROPOSALS**

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

#### **G. PROPOSAL MODIFICATIONS**

Any requests to modify proposals must be submitted in writing by the Primary respondent. All requests for modifications must be submitted prior to the proposal submission deadline. The IHL Board reserves the right to deny any requests for proposal modification.

#### **H. EQUAL OPPORTUNITY**

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



## **I. AMENDMENTS TO PROPOSAL SPECIFICATIONS**

1. Respondents shall be notified in writing of any changes in the specifications contained in this Request for Proposal.
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.
3. Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal. The acknowledgement must be received by the IHL by the time and at the place specified for receipt of proposals.
4. Should an amendment to the RFP be issued, it will be posted on the IHL website <http://www.mississippi.edu/finance/procurement.html>. Further, respondents 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 respondent's sole responsibility to monitor the website for amendments to the RFP.

## **J. QUESTIONS CONCERNING PROPOSALS**

1. Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at [pcumberland@mississippi.edu](mailto:pcumberland@mississippi.edu) no later than the date listed in the Solicitation Schedule in Section D.
2. The IHL shall provide written responses to all questions received in writing on or before the written question submittal deadline.
3. Questions received in relation to this RFP shall be answered and sent to all Respondents who are listed as having obtained the RFP.
4. All questions and answers will be published on the IHL website <http://www.mississippi.edu/finance/procurement.html> within the time reflected in the Solicitation Schedule in Section D.

## **PART II - WORK STATEMENT**

### **K. SCOPE OF WORK**

#### **Systems' Management**

1. Development, creation, and maintenance of C2C Website ([www.msc2c.org](http://www.msc2c.org)) & C2C Program Application (<https://apply.msc2c.org/finishnow>)
2. Maintain program information on the C2C website and update as program details are revised. This includes but is not limited to pages; Home, About C2C, C2C Grant, What's Next, FAQs, Resources, Student Resources, Connect 2 Careers, Blog Page, and Contact Us Landing Page.

3. Refresh current photos with new program graduate photos as needed.
4. Retain program application hosted on website in working order and linked to the Applicant portal (C2C Student Tracker).
5. Research and creation of blog information to be promoted on website, social media, and newsletter.
6. Develop and maintain the functionality of program applications and update as needed.
7. Application should contain all the applicants' personal information, all colleges attended with hours earned, type of degree working toward, field of study, and ability to choose one the 24 participating institutions to attend.
8. Upon completion of the application, a confirmation email is automatically sent to the applicant with further information about next steps.
9. Ability to make revisions due to reporting changes.
10. The information provided by applicants on the program application should be automatically populated and captured in the Administrator and respective C2C Coach Student Trackers.
11. Develop and maintain a real-time online C2C Student Tracker (applicant portal) supporting application delivery, application status reporting, survey responses, and customize as needed.
12. Vendor should summarize process for data management, proposed software to be used.
13. The applicant portal should provide real-time C2C Coach assignment and online access to applicants.
14. The applicant portal should provide distinct, secure, online access by each participating college and university to their respective applicants.
15. The applicant portal should support applicant progression with reporting and tracking.
16. The C2C Student Tracker consists of three trackers – Administrator Tracker, C2C Coach Tracker, and Call Center Tracker:
17. Administrator Student Tracker
  - a. All applicants' information and progress toward degree completion are captured here.
  - b. This dashboard is all inclusive of the 24 institutions participating.
  - c. The Administrator can reflect interactively where the C2C applicants are in the degree completion process including adding comments.
  - d. The Administrator can refer an application from their tracker to another C2C Coach tracker.
  - e. The Administrator can combine duplicate applications on the same applicant.
  - f. The Administrator can update the assigned C2C Coach when multiple coaches are at one institution.
  - g. Reflects in real-time the changes made by C2C Coaches and or Administrators.
  - h. Generates automated emails to students specific to respective milestone or status change made within the student record.
  - i. Has the capability to download all data in different reports to excel.
  - j. Search functionality consists of applicant's name, C2C ID, email, or phone as well as time frame, assigned C2C Coach, milestone, status, and/or priority.



- k. Ability to indicate the marketing efforts or offer that resulted in the applicant to apply, as personalized URL or through website, for example.
  - l. Ability to interact with the C2C Coach Student Tracker in considering, awarding, and funding the C2C Grant.
  - m. Automatically generates the respective emails as the applicant progresses through the C2C Grant process.
18. C2C Coach Student Tracker
- a. All applicants and progress toward degree completion are captured here.
  - b. C2C Coach can reflect interactively where the C2C applicants are in the degree completion process by indicating which milestone and status they are at each step of the process. There are 7 milestones including Triage & Registration, Student & Coach Meeting, Admission, Transcript Review, Degree Plan, Enrollment Degree Award. Each milestone has statuses that coordinate with each. And each status has additional fields that need populating based on which step the student is on.
  - c. Generates automated emails to students specific to respective milestone or status change made within the student record.
  - d. C2C Coach can refer an application from their tracker to another C2C Coach Student Tracker.
  - e. Coach can update the assigned C2C Coach as needed.
  - f. Has the capability to download all data in different screens of tracker to excel.
  - g. Search functionality consists of applicant's name, C2C ID, email, or phone as well as time frame, milestone, status, and/or priority.
  - h. Ability to interact with the C2C Administrator Student Tracker in considering, awarding, and funding the C2C Grant.
  - i. Automatically generates the respective emails as the lead progresses through the C2C Grant process.
19. Call Center Student Tracker
- a. All new C2C applicants come into the Call Center Student Tracker from the C2C website for pre-qualification.
  - b. Generates automated emails to students specific to respective milestone or status change made within the student record.
  - c. Call Center staff can track communication progress with applicants and make comments for the C2C Coach.
  - d. Call Center staff can reflect interactively where the C2C applicants are in the pre-qualification process including adding necessary information gathered during registration and comments.
  - e. Call Center staff can combine duplicate applications on the same applicant.
  - f. Reflects in real-time the changes made by Call Center staff.
  - g. Once the applicant is moved to a "Registration Complete with Invite" status, the applicant is visible to the Administrator and the respective C2C Coach Student Tracker.
  - h. Has the capability to download all data in different screens of dashboard to excel.
  - i. Search functionality consists of applicant's name, C2C ID, email, or phone as well as time frame, milestone, status, and/or priority.

- j. Has links to FAQs and Transcript Links (internal dashboard screen).
  - k. Develop reporting within the trackers that provide real-time results and campaign reporting.
  - l. Supports real-time reporting of applicant activity by each marketing medium.
  - m. Provides campaign reports indicating the rate of success for each marketing medium.
  - n. Executes reporting of student experience satisfaction through student surveys and follow-up communication.
  - o. Provides campaign reports indicating applicant and student progression until degree completion is broken down by school.
  - p. Provides graduation estimations using the data input for each applicant based on degree completion date.
  - q. Reports within each dashboard are as follows:
20. Administrator Student Tracker
- a. Applicant Tracking Reports:
    - (1) School Lead (applicant) Report broken down by institution number of applicants within each status of the process.
    - (2) Call Center Triage Lead Report broken down by institution and the number of applicants within each Call Center status of triage.
    - (3) Enrollment Status Report that breaks down applicants by enrollment type, continued enrollee, graduate, and new enrollee.
    - (4) Has search function by enrollment type, year term.
    - (5) Cumulative Report that totals enrollment and graduate types.
  - b. Grant Tracking Reports
    - (1) Applicant Report – applicants that have been submitted for C2C Grant.
    - (2) Pre-Approved Report – applicants that have been approved for the C2C Grant but have not completed the Mississippi Aid Application (MAAPP) and Free Application for Federal Student Aid (FAFSA).
    - (3) Approved Report – applicants that have been approved for the C2C Grant.
    - (4) Pending Report – applicants that have had enrollment verified and are waiting to be funded.
    - (5) Funded Report – applicants that have been funded.
    - (6) Denied Report – applicants that have been denied the C2C Grant.
  - c. Survey Summary Report
    - (1) Overall details of all participants' (applicants') surveys broken down by question in percentages and number of responses.
    - (2) Detail Report
    - (3) Listing of individual survey responses by applicant.
    - (4) Ability to view each individual survey.
    - (5) Ability to search by date range, audience, creative, offer, medium, and source.
    - (6) Downloadable via excel.
    - (7) All reports are downloadable to excel.
  - d. C2C Coach Dashboard
    - (1) Has ability to pull a report containing all Grant Funding information for their respective leads.

- (2) Has ability to download to excel the leads and their information based on the search parameters discussed in sections K17j, K18g, and K19i.

21. Call Center Supervision

- a. Creation and set-up of Call Center and staff.
  - b. Responsible for training of Call Center staff.
  - c. Responsible for incoming and outgoing calls for both inquiries and triage of new applicants.
  - d. Responsible for Call Center's script maintenance and revisions as needed.
  - e. Track and monitor all calls coming into and out from the Call Center.
  - f. Quality control must be in place to ensure the integrity of the C2C Program.
- (1) Questions to be answered:
- i. How many Call Center representatives do you employ at your call Center?
  - ii. How many can you comfortably expand to?
  - iii. Provide requirements and procedures for hiring Call Center representatives.
  - iv. Describe in detail the training and continued monitoring for all Call Center representatives.
  - v. Specify Call Center hours of operation.
  - vi. Provide your policy on complaint and dispute handling.

22. Integrated Marketing Strategy

- a. Receive and manage data from IHL and MCCB regarding new potential target group of non-completers, estimated to be around 75,000 records before vetting, scrubbing, appending, or removing duplicate records and supplement those data with other datasets to provide updated addresses, emails, and telephone numbers.
- b. Append demographic information to enhance personalized marketing and maximize audience response.
- c. Indicate company's experience with the following:
  - (1) Creation, design, and deployment of all marketing and promotional pieces used to promote other programs using personalization and variable data.
  - (2) These include but are not limited to: Direct Mail, Emails, Promotional Materials, Posters, Fact Cards, Traditional Advertising (TV & Radio).
  - (3) Research, creation, and posting of blog material on websites, newsletters, and promotion of such on social media.
  - (4) Describe the process utilized to determine printing and mailing vendors used for projects.
  - (5) Describe the process utilized to determine the selection of media buyers.
  - (6) Provide samples of personalized marketing pieces used with other higher education clients.

23. Social Media Presence and Maintenance

- a. Research and creation of content for social media such as success stories and promo posts.
- b. Responsible for deciding which posts need to be boosted for further reach.
- c. Analysis of other social presences needed for the success of the program based on trends.

- d. Ability to report response rates based on each marketing channel, as defined as; Unique Impressions, Respondents, Leads (Applicants), Degreed, Enrolled, and Total Participants.
  - e. Details to be explained:
    - (1) Outline the security measures in place for the protection of data transmitted from the IHL and MCCB offices.
    - (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 the customer's data and the safeguards put in place to prevent it in the future.
    - (3) Describe any Cyber Security insurance policy you maintain.
24. General Support and Reporting
- a. Reporting
    - (1) Call Center
      - i. Analysis of all Call Center activity and cost reported monthly.
    - (2) Marketing
      - i. Analysis of all integrated marketing efforts and cost reported monthly.
    - (3) Facebook
      - i. Analysis of social media activity and cost reported monthly.
    - (4) Monthly analysis of adjustments needed based on reports are expected.
  - b. General Support
    - (1) Results presentations may be required at least once a year to be developed by vendor.
    - (2) Results handouts may be required quarterly to be developed by vendor.
  - c. Participant Survey
    - (1) Creation and deployment of participant survey about the enrollment experience.
    - (2) Automatically generated to the applicant's email address about two weeks to 1 month after application.
    - (3) Responses to the survey are stored in the applicant's record within the Administrator and Coach Student Trackers.

### **PART III - INSTRUCTIONS TO OFFERORS**

#### **L. PROPOSAL REQUIREMENTS**

- 1. **Instruction**
  - a. 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 the proposal opening time will be rejected and returned unopened.
  - b. 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.

- c. 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.
- d. Proposals or alterations by phone will not be accepted.
- e. Legibility, clarity and completeness of proposal are important and essential.
- f. Proposal must be signed by individual(s) legally authorized to bind the vendor. All information requested should be submitted. Failure to submit all the 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.
- g. 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.

## 2. **Proposal Format**

- a. 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 be 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.
- b. Title Page: Note the RFP subject, the vendor’s name, address, telephone number, email address, contact person, and date.
- c. Table of Contents
- d. Proposal: Proposals must provide responses to specifics in Section K 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. The 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 be formatted as requested.
- e. Executive Summary to include:
  - (1) Company Name, Address, Phone Number, Email, Website and individual(s) authorized to represent vendor.
  - (2) Company History
  - (3) Key Members to work on project and a brief summary of their experience for each.
- f. Contractor’s Capabilities Describe the experience of the vendor in providing the service, given the number of years the service has been provided to a similar sized institution. Stipulate whether the 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 is any pending litigation arising out of the organization’s performance. If so, please list.

- (1) Statement of Company's Background & Experience regarding scope of work (including all work done with other higher education authorities).
- g. 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 are replaced, the contract administrator should be contacted prior to starting duties.
  - h. 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 C*).
  - i. 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.
  - j. Additional data: Provide any additional information that will aid in evaluation of the response.
  - k. Cost data: Provide cost information on the Proposal Response Sheet (*Attachment B*). Cost data submitted at this stage is not binding and is subject to negotiation if the proposal is chosen as a finalist.
  - l. Insurance Coverage: Furnish evidence of insurance with proposal. The insurance coverage shall comply with insurance requirements as described in *Section 2* of IHL's Standard Contract.
  - m. Certificate of Ownership: Sign the attached IHL's Certificate of Insurance Form (*Attachment D*).
  - n. 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.

3. 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.

#### **M. PERIOD OF CONTRACT**

The contract to be negotiated shall expire one hundred twenty (120) days after the final delivery of the items listed in the Services Schedule (*Attachment A*), of this document.

#### **N. PAYMENTS**

Once a contract is negotiated, the IHL Board shall pay, or make payments on, consideration in accordance with the following schedule or procedure:

Invoices should be sent monthly following services rendered for payment. IHL will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires IHL to pay Contractor any late charges are governed by Mississippi Code of 1972 (as amended) Sections § 31-7-305.

### **PART IV - PROJECT NEGOTIATIONS AND AWARD OF CONTRACT**

It is the intent of the IHL Board to conduct negotiations for award of a contract to the best respondent as determined by the evaluation of proposals, using any factors considered relevant by the IHL Board. A contract will be awarded and/or renewed only if funds are available, as stated in *Part VI Services Contract Section 15*, and in the best interest of the IHL Board.

The IHL Board and/ or its staff will evaluate each proposal. The hourly rate may be computed for comparison purposes, in the event extreme deviations in cost or hours are noted.

***The IHL Board's Request for Proposal (RFP) and the technical proposal for professional services shall be incorporated as part of the awarded contract.***

The IHL Board reserves the right to:

1. seek outside technical analysis of any proposal;
2. conduct discussions with any or all respondents, 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 respondent 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;

3. request additional information or clarification from a respondent. The Respondent'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;
4. request oral presentations if additional information and/or clarification is required; and
5. to visit the respondent'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 respondent in submitting a proposal.

#### **Award**

1. If a satisfactory contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.
2. A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.
3. A written notice to proceed will be issued prior to commencement of services.
4. Respondents will be notified in writing of IHL's intent to award a contract as a result of this RFP.
5. After notification of the intent to award is made, vendors may contact the procurement office for more information.

### **PART V - PROPOSAL FORM**

All proposals shall be prepared in accordance with this section. Although there are no specific length limitations, proposals should be concisely written, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately identified. The proposal shall consist of one document, which shall address, at the minimum, the following items:

#### **1. SOLICITATION AND OFFER DOCUMENT**

The cover page of this solicitation will be submitted with the proposal. The "offer" portion of the document must be completed by the bidder.

#### **2. TRANSMITTAL LETTER**

A brief letter formally submitting the project for consideration should be included. The transmittal letter should be signed by the individual respondent or authorized representative of the proposing organization.

#### **3. TABLE OF CONTENTS**



A table of contents listing the major sections, subsections and appendices of the proposal must be included.

**4. PROPOSAL NARRATIVE**

This section should contain at the minimum, all information requested in Part III - Instructions to Offerors, Section L. Proposal Requirements.

**5. PROPOSAL SIGNATURE APPROVAL SECTION O**

This section must be signed by vendor's authorized individual.

**O. PROPOSAL SIGNATURE APPROVAL**

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.

**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*If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of retirees to earn compensation prior to completing this form.***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** \_\_\_\_\_Note: Indicate hourly, daily, scheduled,  
deliverables/task, total project etc.**Rate of Pay** \_\_\_\_\_**Nature of Expenses:****Payment Terms:**

IHL will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires IHL to pay Contractor any late charges are governed by Mississippi Code of 1972 (as amended) Sections § 31-7-305.

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

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Mississippi Board of Trustees State Institutions of Higher Learning  
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) that it 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.

- 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. This Contract hereto shall consist of, and precedence is hereby established by the order of the following:
  - a. This Agreement signed by the parties herto;
  - b. Any exhibits and attachments to this Contract
  - c. RFP No. 2024:0506 and
  - d. CONTRACTORS'S Proposal in response to the RFP.

- 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. INFORMATION SECURITY.** If applicable, Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by IHL to Contractor or data otherwise obtained by Contractor from or about IHL ("IHL Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of IHL Data, and (iii) protect against unauthorized access to or use of IHL Data that could result in substantial harm or inconvenience to IHL or any of its stakeholders. Contractor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of IHL Data while such information is in Contractor's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Contractor will maintain sufficient procedures to detect and respond to security breaches involving IHL Data and will inform IHL immediately when it suspects or learns of malicious activity involving IHL Data, including an estimate of the activity's effect on IHL and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive



data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Contractor's safeguards for the protection of IHL Data shall include: (i) limiting access to IHL Data to authorized personnel of Contractor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) IHL data stored on any mobile media; (vii) encrypting IHL Data transmitted over public or wireless networks; (viii) strictly segregating IHL Data from information of Contractor or its other customers so that IHL Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor's employees.

Contractor must obtain the written approval of IHL before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Contractor's security obligations, including all data security requirements.

- 23. 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

- 24. 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.

- 25.** 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.
- 26.** 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: Dr. Alfred Rankins

TITLE: Commissioner of Higher Education

DATE: \_\_\_\_\_



## Exhibit 1

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

The 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.

## **ATTACHMENT A - SYSTEMS' MANAGEMENT, INTEGRATED MARKETING STRATEGY, CALL CENTER SUPERVISION, GENERAL SUPPORT & REPORTING**

The following work must be performed by the vendor within the time frame listed below after a contract has been awarded:

To ensure continuity of services, there is a very aggressive timeline for being ready to implement the services and deliverables outlined in Part II – Work Statement. A fully functioning program must be in place by **November 1, 2024**. **Please provide an implementation schedule outlining when each of these services will be completed.**

The following work must be completed and all working properly by the vendor within the time frame listed below after a contract has been awarded:

### **1. C2C Website & C2C Application**

The vendor for this contractual agreement will be required to develop the C2C Website and C2C Program Application to be fully functioning as specified in *Part II – Work Statement (1-15)* of this document within 30 days of notice of award. The current website and program application can be used as drafts for the project. The C2C Program Director will test and verify functionality within those 30 days as well.

### **2. C2C Trackers**

The vendor for this contractual agreement will be required to develop a fully functioning Student Tracker including Administration, C2C Coach, and Call Center Trackers within 90 days of notice of award. Deliver the Administrator, C2C Coach, and Call Center Tracker deliverables as specified in *Part II – Work Statement (16-20)* of this document.

### **3. C2C Call Center Creation & Training**

Create and train the C2C Call Center in accordance with applicable guidelines and regulations as listed in *Part II – Work Statement (21)* of this document within 90 days of notice of award.

### **4. Integrated Marketing Strategy**

Due to the potential list of a new target audience not being available until early 2025, this deliverable does not have a deadline, but vendor should still speak to the referenced questions in *Part II – Work Statement (22)* for the Integrated Marketing Strategy.

### **5. Social Media Presence and Maintenance**

Due to the way Facebook works, the vendor will need to be ready to take over ownership of the C2C Facebook page and work in accordance with the applicable guidelines and regulations as Listed in *Part II – Work Statement (23)* of this document on November 1, 2024.

### **6. General Support and Reporting**

The general support and reporting should be functioning and ready for delivery within 30 days of going live on October 1, 2024. All reporting, general support and participant survey details can be found listed in *Part II – Work Statement (24)* of this document.

**ATTACHMENT B**  
**PROPOSAL COST RESPONSE SHEET**

<b>Section Reference</b>	<b>Service (Please include brief narrative of series included in each)</b>	<b>Total Amount</b>
	<b>System's Development, Implementation &amp; Management</b>	\$
	<b>Integrated Direct Marketing Strategy</b>	\$
	<b>Call Center Management &amp; Supervision</b>	\$
	<b>General Support</b>	\$
	<b>Reporting</b>	\$

**ATTACHMENT C**  
**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:** \_\_\_\_\_

## Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)

**CERTIFICATE OF OWNERSHIP INTEREST**

in any entity with which the Board of Trustees contracts

**I. Submission Information**

Institution Name:			
Submission Date:	<i>Month</i>	<i>Day</i>	<i>Year</i>
Agenda (Month/Year):			
Contractor's Legal Name:			

**II. Submitted for the following Board Committee**

<input type="checkbox"/>	Budget, Finance and Audit
<input type="checkbox"/>	Real Estate
<input type="checkbox"/>	Other (specify)

**III. List of Owners**

Following is a listing of all individuals and other entities that have a financial interest of 10% or more in the ownership of the above named contractor:


The following is a listing of all parent companies of the above named contractor that have a financial interest of 10% or more in the ownership of the Contractor:


**IV. Certification**

The undersigned certifies that he/she is a lawful official representative of \_\_\_\_\_ (insert legal name of contractor as noted above) and further certifies that the above is a listing of all individuals, other entities, and parent companies that have a financial interest of 10% or more in the ownership of the Contractor.

Name of Contractor Representative:	
Title of Contractor Representative:	
Signature:	
Date:	