

**Mississippi State University  
Request for Proposals (RFP) 23-129  
ACT Prep for GEAR UP Direct Schools**

ISSUE DATE: November 21, 2023

ISSUING AGENCY: Office of Procurement and Contracts

Mississippi State University  
610 McArthur Hall  
245 Barr Avenue  
Mississippi State, MS 39762

Sealed Proposals, subject to the conditions made a part hereof, will be received December 14, 2023 **at 2:00 PM in the MSU Office of Procurement and Contracts, same address above**, for furnishing services and potentially, optional services as described herein.

**IMPORTANT NOTE:** Indicate firm name, and RFP number on the front of each sealed proposal envelope or package.

All inquiries concerning this RFP should be directed to:

Jay Rester  
Office of Procurement and Contracts, (Same address above)  
[jrester@procurement.msstate.edu](mailto:jrester@procurement.msstate.edu)  
662-325-2550

Any addendum associated with this RFP will be posted at <http://www.procurement.msstate.edu/procurement/bids/index.php> located under RFP 23-129. It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

## **1. UNIVERSITY OVERVIEW**

Mississippi State University (MSU) is a comprehensive land grant university of 21,500+ students and approximately 5,000 faculty and staff. The main campus is located adjacent to the community of Starkville in northeast Mississippi, with a remote campus located in Meridian with an enrollment of around 700 students. Additionally, the university operates several remote agricultural experiment stations and has an Extension office located in each of the eighty-two Mississippi counties.

Additional information about MSU can be found at our website [www.msstate.edu](http://www.msstate.edu).

## **2. INVITATION TO SUBMIT PROPOSAL ON RFP**

The Mississippi State University Research and Curriculum Unit (RCU) seeks ACT Prep services for GEAR UP Direct schools (McComb, Greenville, and Meridian). The primary objective of this project is to prepare students for the ACT exam, ensuring they are well-equipped to achieve their target scores and fulfill their academic goals.

## **3. SCOPE OF SERVICES REQUIRED**

### **a) Technical Requirements**

- a. Host a cloud-based environment that will allow high school juniors and seniors to test prep for the ACT. The environment and software used for test prep should not be a burden to school districts and should not require the purchase of any additional equipment.
- b. Provide applicable certifications such as SOC2 documentation.
- c. System must be secure and meet all local, state, and federal data security standards.
- d. Provide product interfaces that are compliant with WCAG 2.0 AA.
- e. Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT) (lite version available at: <https://www.ren-isac.net/public-resources/hecvat.html>).

- f. Provide a statement stating whether your company is compliant with FERPA, GLBA, NACH and Red Flag Regulation requirements.
- g. Does the system support two-factor authentication? If so, describe solution options.
- h. Does your system support single sign-on (CAS, Shibboleth, or SAML)?

### **Scope of Work**

We are requesting a tailored ACT prep program for juniors and seniors in the Greenville, McComb and Meridian school districts to include the following components.

1. Initial Assessment: Conduct an initial assessment to gauge student's current strengths and weaknesses in the ACT subjects (English, Math, Reading, and Science).
2. Customized Study Plan: Based on the assessment, create a customized study plan that outlines a comprehensive preparation strategy, including recommended study materials, resources, and a study schedule.
3. Face-to-Face Tutoring: Students will receive weekly one-on-one tutoring sessions focusing on the specific areas where improvement is needed. Experienced tutors will provide personalized guidance and practice exercises.
4. Practice Tests: Administer a full-length ACT practice tests at regular intervals to stimulate exam conditions. These tests will be followed by detailed score analysis and feedback sessions to track progress.
5. Strategy and Test Taking Techniques: The program will include guidance on effective test-taking strategies, time management, and stress reduction techniques to help students perform at their best on exam day.
6. Continuous Monitoring: Continuous monitoring of student's progress throughout the program and make necessary adjustments to the study plan based on their performance and feedback. **Must present a plan of how to securely provide a weekly score analysis report.**
7. Final Assessment: Prior to the actual ACT exam, conduct a final assessment to evaluate students' readiness and identify any remaining areas that require attention.

## **Requested Deliverables**

- Customized Study Plan
- Regular Progress reports
- Comprehensive score analysis
- Test-taking strategy guidance
- Final assessment report

## **Timeline**

The estimated timeline for this project is as follows:

- Initial Assessment: within one week of start date.
- Customized Study Plan Delivery: - within two weeks of start date.
- One-on-One Tutoring Sessions: weekly
- Practice Tests and Score Analysis: Minimum of 2 practice test per content area.
- Final Assessment: the week prior to the ACT exam.

## **Please provide the following:**

- Training Structure
- Pre-training services
- ACT Preparation features

## **Users**

Junior and senior high school students in the Greenville, McComb and Meridian school districts. An approximate total of 1100 students.

### **b) Reporting/Forms, Custom Fields, Files**

- Weekly score analysis reports to the RCU.
- Individual score analysis reports to include student data should be given directly to the individual's school district. Contact information for each school district will be given by the RCU once the RFP is awarded.

### **c) Functions**

N/A

**d) System Maintenance and Support**

N/A

**4. INQUIRIES ABOUT RFP**

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. **Questions should be submitted either via a Word document or plainly typed in the email itself.** Responses to these inquiries may be made by addendum to the Request for Proposal (RFP). Please send your inquiries to Jay Rester via electronic mail at [jrester@procurement.msstate.edu](mailto:jrester@procurement.msstate.edu).

All inquiries should be marked “URGENT INQUIRY. MSU RFP 23-129”

**5. ADMINISTRATIVE INFORMATION**

**a) Issuing Office**

This RFP is issued by the following office:

Office of Procurement and Contracts  
Mississippi State University  
245 Barr Avenue, 610 McArthur Hall  
Mississippi State, MS 39762

**b) Schedule of Critical Dates**

The following dates are for planning purposes only unless otherwise stated in this RFP progress towards their completion is at the sole discretion of the university.

<b>RFP Posted</b>	<b>November 21, 2023</b>
<b>Questions from Vendors Due</b>	<b>December 1, 2023</b>
<b>MSU Q&amp;A Response Due</b>	<b>December 5, 2023</b>
<b>Proposal Submission Deadline – 2:00 p.m.</b>	<b>December 14, 2023</b>
<b>Award Date (Estimated)</b>	<b>January 5, 2024</b>

**Contract Effective Date (Estimated)**

**January 15, 2024**

## **6. PROPOSAL CONTENTS**

This is a two-step RFP process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. Indicate firm name, RFP# and word “Technical Proposal” on the front of the sealed technical proposal envelope or package. Indicate the firm name, RFP# and the word “Cost Proposal” on the front of the sealed proposal envelope or package.

At a minimum, the following items should be included in the contents of the Technical Proposal:

- Cover letter, indicating the scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
- Corporate Structure and Credentials
  - Number of years of experience
  - Staffing levels and support proposed
  - Examples of similar previous work.
- Operations and Ability To Perform
  - Provide operation plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements.
  - Describe how services will be provided to MSU.

At a minimum, the following items should be included in the contents of the Cost Proposal:

- Fees for initial purchase of software/items/service (including all preparation, installation, rollout, training and, maintenance and support)
- **After the first year, there is a possibility for an increase in students. The quote should contain language that would allow flexibility to adjust the contract to cover these students.**

7. The total length of the contract will be January 2024 – June 30, 2025.

#### DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

MSU reserves the right to 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. MSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

MSU reserves the right to award this contract in whole or in part depending on what is in the best interest of MSU with MSU being the sole judge thereof.

The evaluation factors set forth in this section are described as follows:

- The Vendor's ability to deliver an application meeting the overall objective and functions described in the RFP.
- Competitive fees
- Vendor's experience
- Compliance with applicable State and Federal laws and regulations
- The committee may invite finalists for interviews and/or presentations.

Failure to attend a requested interview presentation before the committee may result in a proposal not being considered.

Upon award of contract(s), successful respondent(s) will be asked to provide a transition plan and timeline and obtain MSU's input and concurrence before moving forward.

Proposals will be scored based on the following weights (100 points total):

- Corporate Structure/Years of Experience/References – 20 pts
- Operation Plan/Services Offered – 40 pts
- Fees – 40 pts.

## 8. PROPOSAL SUBMISSION

Proposals shall be submitted in two packages (envelopes or boxes) as set forth in Section 7. Please make sure that the RFP number is clearly visible on the outside of the package.

**Technical Proposal** – One (1) original and one (1) electronic copy (of the complete technical proposal in one pdf file on a flash drive) of parts 7(b)(i) (Cover Letter), 7(b)(ii) (Corporate Structure and Credentials), and 7(b)(iii) (Operations and Ability to Perform) should be sealed in a package with “Technical Proposal” in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”.

**Cost Proposal** – One (1) original and one (1) electronic copy (of the complete cost proposal in one pdf file on a flash drive). Should be sealed in a package with “Cost Proposal” in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”.

The proposal package must be received on or before **2:00 p.m. on December 14, 2023**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contracts office on-time. The proposal package should be delivered or sent by mail to:

**Office of Procurement and Contracts  
Mississippi State University  
610 McArthur Hall  
245 Barr Avenue  
Mississippi State, MS 39762**

Your response must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent’s organization. The signature on the “Original” signature page should be in blue ink.

MSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.



## 9. PCI COMPLIANCE ISSUES (IF APPLICABLE)

The vendor must provide a PCI compliant processing environment using one of the approved options below. If the vendor is unable to fully adhere to one of these options, the proposal will be removed from consideration.

- **Option 1** – Integrate with MSU’s existing third-party solution (NelNet Business Solutions – Commerce Manager), because all hardware, software and back end processing have been vetted and credit/debit card payments are automatically posted to Banner.
  
- **Option 2** – Use alternative third-party solution. Use a different MSU Merchant ID but same bank account.
  - Work with members of MSU’s PCI Council and third-party PCI Compliance consultant to review business needs and proposed solution.
  - Ensure card transactions processed by university personnel are performed using a PCI-validated point to point encrypted (P2PE) solution. The solution must be listed on the PCI council’s website (<https://www.pcisecuritystandards.org>), must not be expired, and devices to be used with the solution must have a PIN transaction security (PTS) expiration date at least 3 years past the date of installation.
  - Obtain the following solution information
  - Attestation of compliance (AoC) from all parties involved in handling or that affect the security of cardholder data.
  - Verify that all devices have a current PTS certification and have an expiration date at least 3 years past the installation date of the solution.
  - Obtain a data flow diagram showing where payment card data will be introduced to the proposed solution and all steps/hops it will take until payment information is delivered to the merchant processing bank. This will determine all of the service providers that must provide an AoC.
  - Require specific reporting requirements and interfaces to support Banner integration and automatic posting of credit/debit card payments to the ERP. The exact file layout will be provided upon request.
  
- **Option 3** – Use alternative third-party solution. Use vendor’s Merchant ID.

- Work with members of MSU’s PCI Council and third-party PCI Compliance consultant to review the solution.
- Ensure card transactions processed by university personnel are performed using a PCI-validated point to point encrypted (P2PE) solution. The solution must be listed on the PCI council’s website (<https://www.pcisecuritystandards.org>), must not be expired, and devices to be used with the solution must have a PIN transaction security (PTS) expiration date at least 3 years past the date of installation.
- Obtain the following solution information
- Attestation of compliance (AoC) from all parties involved in handling or that affect the security of cardholder data.
- Verify that all devices have a current PTS certification and have an expiration date at least 3 years past the installation date of the solution.
- Obtain a data flow diagram showing where payment card data will be introduced to the proposed solution and all steps/hops it will take until payment information is delivered to the merchant processing bank. This will determine all of the service providers that must provide an AoC.
- Payments due MSU will be remitted on a predetermined basis, net of all applicable fees and merchant discounts. Banner integration not required.

## **10. TWO-PHASE, BEST AND FINAL OFFER**

If the initial proposals do not provide MSU with a clear and convincing solution, or if MSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, MSU reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submittals (Phase-One), MSU may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through initial RFP submittal process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

## **11. TERM OF CONTRACT**

It is MSU's intention to enter into a two (2) year contract, estimated to begin January 2024 and end June 30, 2025.

MSU reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Procurement and Contracts via certified mail to the address listed on the signature page of this RFP (See Appendix A) if any of the terms of the proposal and/or contract are violated.

In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MSU will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor.

Termination of contract by contractor without cause can only occur with at least one-hundred and twenty (120) days-notice prior to the proposed termination of the contract.

In the event MSU employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by MSU.

## **12. ACCEPTANCE TIME**

Proposal shall be valid for one-hundred and eighty (180) days following the proposal due date.

## **13. RFP CANCELLATION**

This RFP in no manner obligates MSU to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of MSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. MSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

## **14. INDEPENDENT CONTRACTOR CLAUSE**

The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of MSU and that employees of MSU are not, nor shall they be deemed employees of the contractor.

## **15. DISCLOSURE OF PROPOSAL CONTENTS**

Proposals will be kept confidential until evaluations and award are completed by MSU. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential.

IMPORTANT! The offeror/proposer 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). Each page of the proposal that the proposer considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL."

Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

## **16. OTHER CONTRACT REQUIREMENTS**

**Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Supplier, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from the University.

**Standard Contract:** The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with MSU's standard contract [http://www.procurement.msstate.edu/pdf/standard\\_rfp\\_contract.pdf](http://www.procurement.msstate.edu/pdf/standard_rfp_contract.pdf). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which the MSU cannot change (see Standard Addendum <http://www.procurement.msstate.edu/contracts/standardaddendum.pdf>) Significant changes to the standard contract may be cause for rejection of a proposal.

**The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- Request for Proposals (RFP) is issued to prospective suppliers.
- A deadline for written questions is set.
- Proposals will be received as set forth in Section 8.
- Unsigned proposals will not be considered.
- All proposals must be received by MSU no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
- Proposal evaluation: The University will review each proposal.
- At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal
- Respondents are cautioned that this is a request for proposals, not a request to contract, and the MSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to the criteria set forth in Section 7.

**APPENDIX A: SIGNATURE PAGE**

Provide information requested, affix signature and return this page with your proposal:

Name of Firm: \_\_\_\_\_

Complete Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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