



## MIDWESTERN HIGHER EDUCATION COMPACT

# Higher Education Information Technology Solutions (HEITS) for Complex Hybrid Administrative Systems

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## Request for Proposal

**Prepared by the  
Midwestern Higher Education Compact  
Technologies Committee  
August 22, 2016**

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Midwestern Higher Education Compact (MHEC) or member states to award a contract and reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. MHEC reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the changes on MHEC's public website at <http://MHEC.ORG/RFPs>. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily or subscribe to the RSS feed <http://www.mhec.org/news/feed> and are expected to review information on the site carefully before submitting a final proposal.

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## A. Overview

The Midwestern Higher Education Compact (MHEC) through its Technologies Committee (hereafter Committee) is competitively soliciting proposals on behalf of MHEC. The purpose of this Request For Proposal (hereafter called RFP) is to establish one or more MHEC Master Price Agreement(s) with qualified vendor(s) for Higher Education Information Technology Solutions (HEITS) for Complex Hybrid Administrative Systems in accordance with the specifications of this RFP. MHEC has determined that developing a region-wide acquisition strategy for Higher Education Information Technology Solutions to Complex Hybrid Administrative Systems through one or more Providers will benefit both the higher education community and the Provider(s). MHEC is seeking one or more solutions to address the following challenges:

- Facilitating, tracking, planning, predicting, and reporting on the educational status and educational progress of applicants, students, and graduates;
- Facilitating, tracking, planning, predicting, and reporting on the financial operations of the institution or system; and
- Facilitating, tracking, planning, predicting, and reporting on all the human resource functions of the institution or system.

## B. The Midwestern Higher Education Compact

The Midwestern Higher Education Compact (MHEC) is an instrumentality of twelve Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin). The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to promote higher education through interstate cooperation and resource sharing.

A 60-member Commission composed of five delegates from each state who are appointed by their respective Governors, House Speakers and Senate Presidents governs the Compact. The Commission has been conferred very broad authority to enact solutions and enter into agreements on behalf of its member states. Once a state enacts the necessary legislation to become a member of the Compact, all of the public and private non-profit colleges, universities, community colleges and technical colleges in the state are eligible to participate in the solutions established by the Compact. The Commission receives its primary financial support from member state appropriations, from foundations having special interests in specific solutions, and from administrative service fees.

The primary constituents served by the Midwestern Higher Education Compact are the approximately 1000 public and private non-profit institutions in the member states whose combined enrollments total over four million students. In addition, where appropriate, state government agencies and local school districts are also invited to participate in MHEC solutions.

One of the Compact's top priorities is to establish public-private relationships to improve services to higher education, and reduce administrative costs for both Providers and institutions. Since 1991, the Compact has engaged in several highly successful initiatives in cooperation with leading corporations. These relationships have been quite innovative, and have produced financial benefits for all of the involved parties. Beyond excellent pricing and terms, MHEC agreements deliver a primary benefit to institutions and vendors by avoiding the time and expense of the RFP process since MHEC has already

completed an open public competitive sourcing event and awarded the contract on behalf of all eligible organizations in the Compact.

MHEC's Technologies Committee broadly represents higher education technology experts and IT procurement professionals who promote collaboration amongst the Midwestern states and institutions in technology related areas for the purpose of furthering education opportunities and services in the region. The committee is charged by the Commission with identifying, soliciting, executing, and maintaining cost savings solutions for hardware, software, and services used by eligible organizations. From this larger committee, smaller working group committees continue to focus on specific solution initiatives. As one of these working groups, the Administrative Systems Subcommittee is responsible for developing this RFP.

### **C. Higher Education Information Technology Solutions**

A Higher Education Information Technology Solution (HEITS) is defined as an offering that (a) is designed to fully address a specific type of higher education need, (b) can be adjusted where appropriate to meet the specific implementation criteria of the Compacts eligible organizations, and (c) is designed to grow as the organizational needs in the solution area grow. A Higher Education Information Technology Solution (HEITS) is NOT simply a package of hardware, software, IT as a Service (ITaaS), managed services, or other related services that are listed in a vendor's product and services catalog. It is a comprehensive, well-considered innovative APPROACH to meeting one or more specific needs of higher education.

The purpose of this HEITS RFP is to introduce a philosophy/methodology of entering into a Master Price Agreement that is flexible enough to allow eligible organizations design and acquire a HEITS solution in a timely fashion via this contract vehicle that best meets the organizations business needs. Solutions presented in this HEITS RFP are NOT intended to replace more traditional purchasing contracts such as a contract for desktop computers or tablets, nor is this RFP intended to limit competition for any individual element that is part of the solution. In other words, if a solution includes desktop computers the successful contractor(s) would not be authorized to quote a single desktop computer, and MHEC would still be able issue a bid for desktop computers and award some without being in conflict with this RFP.

#### **C.1. The Higher Education Landscape**

The higher education landscape is transforming the digitalization of the institutions delivery of their mission; meeting the demand for anytime, anyplace, any device learning; and embracing adaptive social learning. The changes are occurring at all types of institutions from religious, not-for-profit, public, research and big sports. These institutions range in size, geographic location, and complexity – from large public multi-campus state university systems with significant research programs and highly complex IT infrastructures to small private and local community colleges. The areas traditionally serviced by enterprise resource planning systems for student information systems, finance, human resource functions are also transforming to meet these growing demands. From various types of stakeholders and the spectrum of their responsibilities or delegated authority. It's no longer only administration, faculty and staff. These demands are being driven by the students, parents of the students who are paying the tuition, alumni who care deeply about their alma mater, and the tax payers.

The institutions mission strives to achieve a balance of openness, autonomy, security and cost-effectiveness. This compromise has resulted in duplicative and extensively customized business systems while the lines between the users of administrative and academic technologies have blurred. The digitalization of the institutions mission has required a reimagining of their business and operating models. Institutions are seeing a tremendous leap in the speed of change of technology that have impacted the way institutions operate in a fundamental way. The changing landscape has also created a need for an IT architecture that works securely cross disparate systems for the entire institution and beyond. Faster access to data anytime of the day, more efficiencies by allowing stakeholders to work from anywhere, and lower cost by delivering the solution on any device. New technologies are embracing adaptive social learning such as predictive analytics, the internet of things (IoT), bring your own device (BYOD), and ubiquitous access are aligning with educational demands. Including an increasing focus on degree completion, competency based credentialing, and non-traditional scheduling. While allowing faculty to focus on teaching, learning and research..

Institutional leadership are looking for ways to streamline these activities in a HEITS Complex Hybrid Administrative System solution. To achieve efficiencies by ensuring IT is delivering the best value by standardizing and optimizing processes, backing sound information security practices, and developing effective IT funding models. At the same time, policy makers demand improvements in accountability and student success when considering public funding requests to transform their existing enterprise resource planning systems. As you consider your response to this RFP, please help us understand how your solution will meet the evolving needs of the higher education landscape, supporting the changes we see on the horizon, and prepare us for a future yet to be defined.

## **C.2. Scope of Solicitation**

The MHEC Technologies Committee's intent is to competitively solicit one or more solution Providers for Higher Education Information Technology Solutions (HEITS) for Complex Hybrid Administrative Systems addressing the landscape described above (C.1.) for one or more of the following higher education challenges:

- Facilitating, tracking, planning, predicting, and reporting on the educational status and educational progress of applicants, students, and graduates;
- Facilitating, tracking, planning, predicting, and reporting on the financial operations of the institution or system; and
- Facilitating, tracking, planning, predicting, and reporting on all the human resource functions of the institution or system.

In addition to the applicable products, hardware, software, IT as a Service (ITaaS), managed services, or other related services; any proposed solution needs to have as options: implementation costs, consulting fees, maintenance, technical support, and training to the extent necessary to allow the eligible organization(s) to fully utilize the purchased solution.

## **C.3. Proposed Solution**

Because eligible organizations have differing Complex Hybrid Administrative Systems, the solution must be flexible enough to meet those varying needs. Amongst different types of eligible organizations and even within a single eligible organization, differences in requirements exist. Therefore, the solution should allow adaptation to the specific needs and circumstances of each

eligible organization as well as streamline and simplify the procurement and distribution process for them.

#### C.4. General Selection Criteria

MHEC is seeking proposals from vendors who are willing to work with MHEC to provide creative solutions that will be effective within the confines of the purchasing regulations to which eligible organizations are bound to. General criteria upon which proposals will be evaluated, but not limited to, for the solution will:

- Be designed as a renewable multiple-year offering with the capability of serving the entire MHEC region and optional NEBHE, SREB, and WICHE regions;
- Offer eligible organizations a streamlined and simplified procurement process for a solution that meets Complex Hybrid Administrative Systems;
- Make available a comprehensive Complex Hybrid Administrative Systems solution that is flexible enough to adapt to the specific needs and circumstances of each eligible organization;
- Help avoid repeat RFPs from eligible organizations, since the solutions offered are expected to clearly provide the best value in the region;
- Assist eligible organizations in the conversion, installation, training and support of the respondents' products as necessary; and
- Be structured to enable institutions, consortia of institutions, and systems in MHEC member states to participate as they deem appropriate and in their own best interests.

Depending upon the responses received and the solutions presented, the Committee may select more than one vendor to work with in developing and implementing a Complex Hybrid Administrative Systems solution(s).

#### D. Format & Proposal Timeline

The following section describes the format and proposal timeline of events related to this multi-stage Request For Proposal (RFP). Due dates are as indicated unless otherwise changed by the Committee. In the event that the Committee finds it necessary to change any of the dates or events listed in this table, it will do so by issuing a written statement or an amendment to the RFP and posted at <http://mhec.org/rfps>.

Event	Date
Formal Issuance of RFP	Monday, August 22, 2016
Pre-Proposal Conference	Monday, August 29, 2016, 1:00 P.M. CDT
Pre-Proposal Questions Due	Friday, September 2, 2016, 10:00 A.M. CDT
Publish Answers to Pre-Proposal Questions	Thursday, September 22, 2016
Proposals Due	Thursday, October 6, 2016, 10:00 A.M. CDT
Request for Clarification	Monday, October 24, 2016
Request for Clarification Due	Monday, November 7, 2016
Notification of Finalist	Monday, November 14, 2016

Respondent's Conference (Big Ten Headquarters, Chicago O'Hare Airport)	Tuesday, December 7, 2016; or Wednesday, December 8, 2016; or Thursday, December 9, 2016
Best and Final Offer (BAFO)	December 2016
Contract Award	February 2017
Execution of Agreement	June 2017

### D.1. Pre-proposal Conference

A voluntary web and audio conference will take place on Monday, August 29, 2016 1:00 P.M. Central Daylight Time (CDT). The non-mandatory conference will provide an introduction to the Midwestern Higher Education Compact and explain requirements for responding to MHEC HEITS Complex Hybrid Administrative Systems solicitation. Participants, click here to register for the meeting:

<https://cc.readytalk.com/r/7z4cfuib64kz&eom>

#### PARTICIPANTS:

Participants, click here to join the meeting:

<https://cc.readytalk.com/r/7z4cfuib64kz&eom>

#### Audio Conference Information:

Dial-In Number(s): U.S. & Canada Toll-Free: 866.740.1260

Access Code: 6772767

#### For technical support:

U.S. and Canada: 800.843.9166

International: 303.209.1600

Email: [help@readytalk.com](mailto:help@readytalk.com)

Web: <http://www.readytalk.com/support>

### D.2. Pre-proposal Questions

Questions regarding the RFP will be conducted by e-mail. Pre-proposal questions are to be submitted by email to [nathans@mhec.org](mailto:nathans@mhec.org) no later than Friday, September 2, 2016, 10:00 A.M. CDT. Answers will be provided to all respondents who submitted questions via email and will be posted online at <http://www.mhec.org/rfps> on Thursday, September 22, 2016.

If a prospective proposer discovers a significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the provider should immediately notify Mr. Nathan Jay Sorensen [nathans@mhec.org](mailto:nathans@mhec.org) of such error and request modification or clarification of the RFP document. Only information supplied by MHEC in writing through Mr. Nathan Jay Sorensen or this RFP or amended RFP should be used as a basis for the preparation of provider responses. All notification of changes will be posted at <http://www.mhec.org/rfps>.



### D.3. Proposal Format

Proposals which fail to address any of the submission requirements or difficult to follow may be deemed non-responsive and will not be further considered. Note the responses to questions must be specifically answered within the context of the submitted proposal. Information which the Responder desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. Include a cover letter containing a brief introduction of the vendor, corporate structure, major business lines and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP to which the vendor objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the firm submitting a proposal, the name, telephone and e-mail address of the primary company representative to be contacted with reference to the proposal, and the date of submission. Each proposal must contain a complete proposal and description of the vendor's qualifications in accordance with this RFP's requirements.

### D.4. Proposal Deadline

The deadline for submission of proposals and related information is 10:00 a.m. (CDT) Thursday, October 6, 2016. Three (3) sealed bound original and one (1) identical electronic copy (acceptable media CD, DVD, flash drive) of the response. Allowable formats are PDF and Microsoft Office. Spreadsheet data such as price lists may be submitted in MS Excel format. Proposals should be organized and presented in a manner that addresses all of the RFP provisions and requirements. The Committee reserves the right to recommend award at any point after the initial evaluation.

HEITS Complex Hybrid Administrative Systems RFP  
c/o Mr. Nathan Jay Sorensen  
Midwestern Higher Education Compact  
105 Fifth Avenue South, Suite 450,  
Minneapolis, MN 55401

### D.5. Evaluation

The Committee will analyze and evaluate all responses to this RFP. The analysis will be based upon the criteria set forth in this RFP. The following criteria and their identified weight will be used by the Committee to evaluate the responses:

Factor	Weight
1. Agreement Terms	30%
2. Proposed Solution to Scenarios	35%
3. Innovation	15%
4. Pricing	10%
5. Proposal Completeness	10%

#### **D.6. Requests for Clarification**

After the initial evaluation of proposals and determination of vendor's qualification, capabilities and proposed solution; the Committee may request clarification of a Proposer's response.

#### **D.7. Respondents Conference**

The Committee will select and notify the finalists on or about November 14, 2016. Only finalists will be invited to participate in the subsequent steps of the solicitation. Prospective finalists will be asked to make a face-to-face presentation to the Committee in Chicago, IL during the period of approximately December 7-9, 2016 at the BIG Ten Conference Center 5440 Park Place, Rosemont, IL 60018.

#### **D.8. Best and Final Offer (BAFO)**

Cost or price analysis will be conducted as part of the initial evaluation of the proposals. The Committee may request best and final offers (BAFO) and may restrict the number of Proposers invited to submit a BAFO, or may offer the option to all Proposers. The Committee may request that Proposer(s) readdress the cost or price, or important aspects of the proposal, or clarification from statements made at the Respondents Conference.

#### **D.9. Contacting MHEC**

For further information about the Midwestern Higher Education Compact and its solutions you are referred to the Compact website at: <http://www.mhec.org>

For further information about the Compact's Technologies Committee visit <http://www.mhectechnology.org> or contact:

Mr. Nathan Jay Sorensen,  
Strategic IT Procurement Officer  
Midwestern Higher Education Compact  
105 Fifth Avenue South, Suite 450,  
Minneapolis, MN 55401  
Phone: (612) 677-2767  
E-mail: [nathans@mhec.org](mailto:nathans@mhec.org)

### **E. Agreement Terms**

In preparing responses to this RFP, prospective Providers are cautioned to read this entire document carefully and to prepare and submit their responses providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Respondents must submit a complete response to this RFP in the format detailed by the specification. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" terms are considered mandatory requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have as large an impact and as requirements labeled as mandatory. Depending on the overall response to the RFP, some individual mandatory items may not be fully satisfied, but it is the intent to satisfy most, if not all, mandatory requirements. The inability of a Respondent to satisfy a mandatory requirement does not automatically remove that Respondent from consideration; however, failure to raise issue related to any of the requirements may seriously affect the overall rating of the Respondent's proposal. Responses must be keyed to the section and paragraph numbers provided in this RFP.

### **E.1. Administrative Reporting and Fees**

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration and marketing of this program. To help recover some of these costs, the Compact requires an administration fee in this program. On a calendar-quarterly basis (where quarter one is January 1 - March 31 and the quarter one report is due by April 30), successful Proposer must, in a timely manner, make available to MHEC utilization reports and information generated by this RFP award, reflecting net product and service sales to all procuring Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an agreed upon Administrative Fee of the net product and service sales for that quarter period.

### **E.2. Advertising**

No Proposer providing services to MHEC, or the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

### **E.3. Applicable Law**

As between MHEC and Contractor, the Master Agreement shall be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state of Minnesota. As between Eligible Organization and Contractor (and/or Contractor's reseller), orders pursuant to the Master Agreement shall be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of an order pursuant to the Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

### **E.4. Assignment**

Any agreements entered into as a result of this RFP may not be assigned by the selected Provider without the expressed written consent of MHEC.

### **E.5. Audit**

Successful contractor(s) shall retain and maintain all records and documents relating to this Contract for six (6) years after final payment by the Eligible Organization hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, including the procurement officer or designee, at all reasonable times.

### **E.6. Award**

Award(s) may be granted to the highest scoring responsive and responsible Proposer(s). Alternatively, the highest scoring Proposer or proposers may be requested to submit best and final offers. Upon completion of the evaluation process, the Committee will recommend one or more prospective Providers to the Compact, and the Compact will enter discussions to establish an agreement with the recommended Provider(s). Once an agreement(s) is successfully consummated, the Compact will so

notify all Providers who responded to the RFP. The Committee reserves the right to not recommend any prospective Providers to the Compact, and the Compact reserves the right not to enter into an agreement with a recommended Provider at its own discretion.

#### **E.7. Cancellation for Lack of Funding**

This provision applies only to publicly funded Eligible Organizations. The resultant agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. The Provider(s) shall be notified in writing of such non-appropriation at the earliest opportunity.

#### **E.8. Compliance with Applicable Laws**

(a) Proposer warrants that both in submission of its proposal and performance of any resultant contract that Proposer shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference. (b) Proposer warrants that both in submission of its proposal and performance of any resultant contract that Bidder will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

#### **E.9. Conflict of Interest**

In submitting a response to the RFP, the Provider certifies that no relationship exists between the Provider and the Midwestern Higher Education Compact or the members of its Technology Committee that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Provider, and other persons or firms that constitutes a conflict of interest that is adverse to the Midwestern Higher Education Compact.

#### **E.10. Contract Award Provider(s) Selection**

All proposals received on or before the deadline date of submission will be forwarded to the Committee. The Committee will conduct evaluations of responses based upon its assessment of the quality and comprehensiveness of the prospective Proposer's responses to the criteria set forth in the RFP. During this initial evaluation time, the committee may, at its option, initiate discussions with prospective Providers who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. The prospective Providers shall not initiate discussion. The Committee reserves the right to waive or modify any informalities, irregularities or inconsistencies in the responses received.

#### **E.11. Contract Term**

The MHEC Master Price Agreement shall be effective on the date that the parties to the Agreement sign the Agreement. It shall remain in effect for three (3) years from that date with options by mutual agreement (of the parties to the Agreement) to renew for up to four (4) additional one (1) year periods. Eligible Organizations may procure hardware, software, or services from the Provider under the terms of the MHEC Master Price Agreement at any time during the duration of the Agreement.

### E.12. Documentation

Proposer shall provide user manuals and related materials and/or give access to on-line documentation sufficient to allow full utilization of the licensed software in accordance with the specifications. Documentation will include (but is not limited to) overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity. The documentation to be provided by proposer is in addition to any on-line HELP which is part of the licensed software user interface.

### E.13. Eligible Organizations

At a minimum the vendor(s) proposed offering shall be available for all public and private non-profit colleges, universities, community colleges, technical colleges and higher education agencies in the twelve (12) Midwestern state region of the Compact.

Optionally, participation may be proposed to any or all of the following entities:

- K-12 schools and districts, including public libraries;
- cities, counties, and local subdivisions;
- state agencies;
- faculty, staff, and students for any or all of the above groups

Contract benefits may differ for each of these optional groups.

MHEC may also entertain proposals to expand proposed offering to states within the other three regional Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE); subject to each respective Compacts' approval.

- **MHEC** member states are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
- **NEBHE** member states are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.
- **SREB** member states are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
- **WICHE** member states are Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, U.S. Pacific Territories, and Freely Associated States.

### E.14. Financial Capacity

MHEC reserves the right to require a Financial Capacity report consisting of the following:

- Sources of financing (shareholders, venture capital, etc.);
- Bank references and name of auditing firm;
- Last two annual reports and all quarterly reports since the last annual report;
- Identification of the Parent Corporation and any subsidiaries; and
- List of all current higher education customers in the MHEC region, and all customers for whom similar work was performed during the past two (2) years.

### **E.15. Illegal Conduct**

All responses must include a statement as to whether or not the responding firm has been convicted of bribery or attempting to bribe a public official, barred from contracting with a unit of local, state or federal government as a result of bid rigging, or for any other reason or been convicted of a felony.

### **E.16. Incurring Costs**

The Proposer(s), by submitting a proposal, agrees that any costs incurred by responding to this RFP or in support of activities associated with this RFP shall be the respondent(s) sole responsibility and may not be billed to MHEC or its Eligible Organizations. MHEC will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.

### **E.17. Indemnity, General and Patent**

The successful proposer shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The successful proposer shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or procuring Eligible Organization by the Proposer pursuant to this RFP, the Proposer shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by procuring Eligible Organization.

### **E.18. Licensing**

Any software End User License Agreement (EULA) where Eligible Organization is the end user will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of the EULA, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides. Proposer shall provide applicable software licensing terms and conditions for each licensed product. Proposer must agree to amend or modify software licensing agreement to meet statutory requirements. The software license will be a binding legal document in the Master Price Agreement.

### **E.19. Marketing**

Successful Proposer must assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material and full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews.

### **E.20. Method of Operation**

The Committee, at the direction of the Commission and its Compact authority, will negotiate the pricing structures, terms and conditions and related services provided under the Master Price Agreement(s). Any terms and conditions which may be the subject of negotiation, will be discussed only between MHEC and the selected Provider(s) and shall not be deemed an opportunity to amend the Provider's proposal. MHEC reserves the right to terminate negotiations and select the next response providing the best value for MHEC, prepare and release a new RFP, or take such other actions as MHEC deems appropriate if negotiations fail to result in a successful contract. Once a Master Price Agreement(s) is formally established, Eligible Organizations will be responsible for procurement and payment of charges associated with the hardware, software, and related services provided to them. MHEC will not be liable for the failure of any Eligible Organization to make payment or for the breach of any term or condition under the Master Price Agreement. Similarly, unless otherwise agreed to in writing, no Eligible Organization shall be liable for any other Eligible Organization's failure to make payment or for breach of any other term or condition under the Master Price Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase from the Master Price Agreement.

### **E.21. Non-Discrimination**

In connection with the furnishing of services under any resulting agreement, the successful Contractor and all its subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The successful Contractor shall comply with federal and state laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

### **E.22. Oversight Committee**

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and successful Proposer in developing and refining the implementation of the Master Price Agreement in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the successful Proposer on the effectiveness of its implementation progression. There will be an annual meeting between successful Proposer and MHEC (and perhaps members of the oversight committee) to perform a contract health check; including items such as those above.

### **E.23. Pricing**

Proposers are asked to thoroughly explain their pricing structure in their response. MHEC reserves the right to negotiate this and other pertinent terms with the selected finalist(s), and could become one of the selection criteria used in the award process.

### **E.24. Product and Services Offering**

The successful Contractor(s) shall provide products, software, maintenance, installation, training and service solution(s) as described in Respondent's proposal. It shall be the Respondent's responsibility to make certain that all hardware, software, services, and support is included in their proposal to guarantee a fully functional solution. It shall be the Contractor's responsibility to verify that any solution proposed will work as specified in the Eligible Organization's environment.

### **E.25. Proprietary Information**

All evaluation criteria for proposals are non-proprietary and subject to public disclosure after contract award. After the contract is awarded and the contract document is executed, all proposals and documents pertaining to the proposals will be open to the public. If the prospective Provider submits information in response to this RFP that it believes to be trade secret materials as defined by the laws of the MHEC member states, the prospective Provider must:

- Clearly mark all trade secret materials in its response at the time the response is submitted;
- Include a detailed statement with its response justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be a trade secret, and indemnify and hold harmless MHEC, its Commissioners, agents and employees from any judgments awarded against MHEC in favor of the party requesting the materials, and any and all costs connected with the defense. This indemnification survives MHEC's award of a contract. In submitting a response to this RFP, the prospective Provider agrees that this indemnification survives as long as the trade secret materials are in possession of MHEC.

In the event a request is made for information which the prospective Provider has identified as trade secret, MHEC agrees to notify prospective Provider of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the prospective Provider an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

### **E.26. Signatory Authority**

Each person signing this proposal certifies that:

- The signer is the person in the vendor's firm responsible for the decision to offer the proposal; or
- The signer is not the person in the vendor's firm responsible within that firm for the decision to offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions.

### **E.27. Sovereign Immunity**

Nothing in this RFP, resulting Master Price Agreement(s) or orders under the Master Price Agreement(s) shall be construed to deprive an Eligible Organization of its sovereign immunity, or of



any legal requirements, prohibitions, protections, exclusions, or limitations of liability afforded by Eligible Organizations' state laws applicable to Eligible Organization.

### **E.28. Subcontractors**

Proposers may offer the use of subcontractors in their response to the RFP. However, MHEC will consider the Proposers to be the sole point of contact with regard to contractual matters. Any use of subcontractors will not release the successful Contractor from its obligations under the agreement, and the successful Contractor will be required to indemnify, save and hold harmless MHEC and the Eligible Organization from any and all acts or omissions of said subcontractors while performing services pursuant to any agreement resulting from this RFP. If subcontractors are utilized, MHEC encourages the consideration of minority owned and/or economically disadvantaged businesses.

### **E.29. Termination**

Any resultant Master Price Agreement may be canceled by either the selected Provider or MHEC at any time without cause during its term upon ninety (90) days written notice to the other party. The inability of the Provider to provide sufficient products or services at the expected service level and/or to perform services on a timely basis may serve as grounds for contract termination. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of the agreement by MHEC. MHEC also reserves the right to remove from participation in services associated with this agreement any awarded Provider's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC. Termination of the Agreement shall in no way limit the parties' remedies at law and equity.

### **E.30. Vendor Representative**

Successful Proposer shall assign a senior level representative who shall be the primary MHEC contact for all matters related to this proposal and all sales and marketing efforts made pursuant to this proposal.

## **F. Higher Education Administrative Scenarios**

Proposer's solutions will be evaluated based on the degree to which the needs of higher education institutions are addressed by completing a set of scenarios related to the following higher education challenges:

- Facilitating, tracking, planning, predicting, and reporting on the educational status and educational progress of applicants, students, and graduates;
- Facilitating, tracking, planning, predicting, and reporting on the financial operations of the institution or system; and
- Facilitating, tracking, planning, predicting, and reporting on all the human resource functions of the institution or system.

To complete the scenarios, download Exhibit A. HEITS Consolidated Scenarios from <http://www.mhec.org/rfps>. The Excel workbook is separated into four tabs: General Instructions, Small

Institution, Mid-size Institution, and Multi-Institution System. The Solutions Requirements tab provides general instructions and the details that must be included in your response to the scenario. Therefore, it is critical that the Proposer include sufficient information for a detailed assessment of the ability of the proposed solution to meet the needs of higher education institutions.

The Small Institution, Mid-size Institution, and Multi Institution System worksheets are subdivided further into four separate categories: general, Student Information, Finance, and Human Resources. If you are responding with a comprehensive solution, you must fill out all four categories. If you are responding with a specialty solution, Proposer need only to complete the general section and the categories related to the solution.

Dividing the responses by institutional size provides an opportunity for you highlight your strengths under a variety of situations. We also understand that some solutions are better suited to institutions of a specific size. To reduce duplication, the scenarios are developed to build upon each other beginning with the small institution. We do encourage Proposers to complete all three scenarios. While there is a possibility that we will award to a vendor who responds within a single category, all awardees will be able to serve all institutions regardless of size.

Complete all of the cells highlighted in green as appropriate. Be as complete and concise as possible. Proposers must provide a response to each point. Each response should be detailed enough to allow our evaluators to thoroughly evaluate your proposal. Avoid marketing material and ensure your solution is tailored to the institution described in each scenario and specific in response to the questions posed.

## Exhibit A: HEITS Consolidated Scenarios

To download Exhibit A. HEITS Consolidated Scenarios go to <http://www.mhec.org/rfps>. Search for HEITS Complex Hybrid Administrative Systems RFP.



**Microsoft Excel**  
**97-2003 Worksheet**