

*Midwestern Higher Education Compact*

# The Electronic Transcript Initiative

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## REQUEST FOR PROPOSAL

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Prepared by the  
Midwestern Higher Education Compact  
Student Access Advisory Committee

Announced: February 15, 2006  
Submission Deadline: March 8, 2006



The **Midwestern Higher Education Compact** is a nonprofit regional organization established by compact statute to assist midwestern states in advancing higher education through interstate cooperation and resource sharing.

**Member states are:**

<b>Illinois</b>	<b>Missouri</b>
<b>Indiana</b>	<b>Nebraska</b>
<b>Iowa</b>	<b>North Dakota</b>
<b>Kansas</b>	<b>Ohio</b>
<b>Michigan</b>	<b>Wisconsin</b>
<b>Minnesota</b>	

**MHEC** seeks to fill its interstate mission through programs which:

- enhance productivity through reductions in administrative costs
- encourage student access, completion and affordability
- facilitate public policy analysis and information exchange
- facilitate regional academic cooperation
- encourage quality educational programs and services in higher education
- encourage innovation in the delivery of educational services

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## **Midwestern Higher Education Compact's Student Access Advisory Committee Electronic Transcript Initiative**

### **INTRODUCTION**

The Student Access Advisory Committee of the Midwestern Higher Education Compact is requesting proposals from Providers on behalf of the Midwestern Higher Education Compact. The purpose of this Request for Proposal is to establish a comprehensive electronic transcript initiative for the Eligible Participants in the 11 state region of the Compact, while providing the states with cost-savings that could only be achieved by working collaboratively. At a minimum this solution will offer a mechanism to facilitate the transfer of student information between the Midwest's<sup>1</sup> public and private high schools and the Midwest's public and private colleges and universities, as well as enable transfer among postsecondary institutions in the Midwest in accordance with the specifications of this Request for Proposal.

#### **A. The Midwestern Higher Education Compact**

The Midwestern Higher Education Compact (MHEC) is an instrumentality of eleven Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, 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.

The Compact is governed by a 55 member Commission composed of five delegates from each state who are appointed by their respective Governors, House Speakers and Senate Presidents. 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 automatically accorded membership as well, and 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 935 public and private non-profit institutions in the member states. In addition, where appropriate, state government agencies and local school districts are also invited to participate in MHEC solutions.

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<sup>1</sup> Hereafter the Midwest is defined as the eleven member states of the Midwestern Higher Education Compact (MHEC) – Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, and Wisconsin.

One of the Compact's top priorities is to establish public-private relationships to improve services to higher education, and reduce administrative costs. Over the past 15 years, 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.

## **B. The Midwestern Higher Education Compact's Student Access Advisory Committee**

Since the earliest days in the Midwestern Higher Education Compact's (MHEC) history, the Compact has supported programs and initiatives focused on its mission of encouraging student access, completion, and affordability through regional cooperation. At its first Commission meetings, MHEC aligned its program directions to assist in fulfilling this mission. In June 2005, MHEC staff presented the Executive Committee with a vision for the student access function, along with an action item to create the Student Access Advisory Committee (SAAC) at its spring meeting. The Commission unanimously approved the creation of SAAC to enhance its mission of encouraging student access, completion and affordability.

This new committee is charged with exploring opportunities for student access. Membership is composed of a variety of individuals across the MHEC region, such as college and state higher education administrators, legislators, MHEC Commissioners and representatives from national organizations.

The Student Access Advisory Committee will strive to eliminate barriers to and increase access to postsecondary education opportunities. The Student Access Advisory Committee will strive to utilize technology to enable its states to cost effectively increase access to postsecondary education opportunities.

## **C. Electronic Transcript Initiative**

One initiative of the Student Access Advisory Committee is to develop a mechanism to facilitate the transfer of student information between the Midwest's public and private high schools and the Midwest's public and private colleges and universities, as well as among the Midwest's postsecondary institutions. Despite the huge efficiencies introduced by the Internet, higher education institutions and secondary schools still have not automated the transfer of academic records from high school to college as well as college to college. The advantages of such a system are obvious. Such an initiative would enable increased access in the region by:

1. Saving high school guidance counselors' time thus freeing them to devote more attention to students' needs;

2. Establishing consistency in transfer submission, resulting in a decreased number of students who have the potential to “fall through the cracks” due to lost or incomplete transcripts or administrative error;
3. Depending on the financing model, the sending of transcripts could become free for many students, thus enabling them to apply to a variety of colleges;
4. Providing high schools and institutions with a wealth of data on students that could be used for assessment and evaluation purposes, such where students are applying, what courses led to success in college, etc.; and
5. Providing school districts, institutions and states with a means to achieve cost savings.

#### **D. The MHEC Request for Proposal (RFP) Process**

This Request for Proposal (RFP) is issued by the Midwestern Higher Education Compact’s Student Access Advisory Committee, which is the sole point of contact for MHEC during the selection process. The person responsible for managing the procurement process is Ms. Jennifer Dahlquist (612/626-1602 or [jenniferd@mhec.org](mailto:jenniferd@mhec.org)).

The purpose of the RFP is to provide interested Providers with information to enable them to prepare and submit a proposal to provide a region-wide electronic transcript initiative under the auspices of the Midwestern Higher Education Compact. The Committee intends to use the results of this process to enter into a Master Agreement to make the Initiative available to the entire constituency of the Compact. Consequently, it will afford the Provider a truly competitive opportunity to advance product sales and services and to further penetrate a specific market niche.

#### **E. Eligible Participants**

All high schools and public and private non-profit colleges, universities, community colleges, technical colleges and statewide higher education agencies in MHEC member states shall be eligible to participate in the Electronic Transcript Initiative.

#### **F. The Request for Proposal (RFP)**

##### **1. Project Objectives**

The Compact seeks proposals from the Providers regarding the following project Objectives:

- a. The design and development of a system, known as the Electronic Transcript Initiative, which would allow electronic high school transcripts to be transmitted between the Midwest’s public and private high schools and the Midwest’s public and private colleges and universities, as well as among postsecondary institutions in the Midwest, while providing member states with cost savings; and

- b. The region-wide implementation of the Electronic Transcript Initiative.

The Compact in consultation with the Student Access Advisory Committee, seeks to enter into a three (3) year Agreement with the Provider, commencing no more than one (1) month after the execution of the Agreement. The Compact requires Providers who wish to enter into a three (3) year Agreement to propose a detailed work plan that accomplishes both Objectives 1 and 2.

## **2. Design, Development, and Launch of the Electronic Transcript Initiative**

The Compact envisions a region-wide system that will allow all Midwestern public and private high schools and all Midwestern public and independent colleges and universities the opportunity to participate in the Electronic Transcript Initiative. The plan for the design and development of the Electronic Transcript Initiative is outlined below. In the interests of communicating clearly with potential Providers, and in recognition of the need for some commonality in the Provider proposals that are received, the Compact requests that potential Providers plan a design and development phase of no longer than three (3) months for the Eligible Participant. The Compact is willing to consider other possible time periods than the one indicated above, but the Provider must present a proposal for the requested schedule.

Listed below are the design, development, and implementation specifications for the Electronic Transcript Initiative, to which the Provider must adhere:

- a. The Provider must design and develop a system that would allow all Midwestern public and private high schools to transmit an electronic student transcript to all Midwestern public and private colleges and universities (exchanges between the secondary and postsecondary sectors). It is also required that the Provider design and develop a system that would allow electronic transcripts to be exchanged among postsecondary institutions (exchanges within the postsecondary sector), among public and private high schools (exchanges within the secondary sector), and with public and private colleges and universities outside the MHEC region.
- b. It is highly desirable for the Provider to design an online exchange system that utilizes XML and XML-based transcript standards, since this is the direction, in which the Compact wishes to move. Given that many of the Midwest's high schools, and some colleges, may not be accustomed to operating in an XML-based environment for exchanging data, or may even lack the capability of doing so, it is highly desirable for the Provider's proposal to incorporate ways to overcome this deficiency, so that schools will be able to participate in an XML-based system.

- c. It is highly desirable for the Provider to design a system that incorporates, to the maximum extent possible, relevant national schemas and standards, such as those developed by the Postsecondary Electronic Standards Council (PESC) and the Schools Interoperability Framework (SIF).
- d. In designing and developing the system needed to implement the Electronic Transcript Initiative, the Provider will need to:
  - i. Assess the software currently utilized by the Midwest's public and private colleges and universities to manage their student information systems;
  - ii. Determine the effort needed to write software that will interface between the software used by high schools, colleges, and universities to maintain their student information systems and the software required to link sending and receiving schools.
- e. The Provider must design a system, which would verify that requests have been sent, received and acknowledged, and that the transcripts themselves have been sent, received, and acknowledged.
- f. The Provider must incorporate safeguards into the system that will provide for a secure, encrypted transmission of the transcripts among trusted users.
- g. The Provider must design a system that addresses the desirability and feasibility of specifying common content and format for the transcripts, keeping in mind the need for flexibility, so that new data items could be added in the future. In this regard, the Provider will need to take into account schemas and standards developed by PESC and SIF.
- h. It is highly desirable for the Provider to design a system that would allow information about individual courses – such as course number, title, number of units or credits, and when a course was taken – to be separately identified and recorded in a student's transcript, which would allow, for example, analyses to be conducted on the pattern of courses taken in high school by in-coming college freshmen or the success of college transfer students who took particular courses.

### **3. Implementation of the Electronic Transcript Initiative**

The plan for the implementation of the Electronic Transcript Initiative is outlined below. In the interests of communicating clearly with potential Providers, and in recognition of the need for some commonality in the Provider proposals that are received, the Compact requests that potential Providers plan a design and development phase of no longer than

three (3) months for the Eligible Participant. The Compact requires the Provider to provide all additional services necessary to implement and deploy the Electronic Transcript Initiative in a production or operational environment over a maximum period of three (3) months.

- a. For purposes of planning and budget preparation, the Compact expects that all public Midwestern high schools, which are or will be soon be XML-capable, and all public Midwestern colleges and universities will have the option to participate in the Electronic Transcript Initiative. For purposes of the Provider's cost proposal, the Provider should plan for and assume participation by all Midwestern public and private high schools and all Midwestern public and independent colleges and universities. However, the Agreement does not guarantee any purchases will be made by any Eligible Participant. The Compact strongly prefers a cost proposal that includes a cost structure based on the total annual high school graduates in the Midwest region.
- b. The system developed by the Provider to implement the Electronic Transcript Initiative must be available to all high school and postsecondary students, and the Provider must propose a plan for appropriate accommodations to all students.
- c. The Compact places great importance on confidentiality, integrity, and security. Accordingly, the Provider should propose the specific security measures considered appropriate for student information exchange of the type envisioned here.
- d. The Provider should assume access to and use of high school and school corporation data as maintained by the respective state agencies. This data is the property of the local high schools, their school corporations, or the respective state agencies. The potential Provider is reminded that new materials developed as a result of this RFP will be the property of the Compact.
- e. The Provider will be responsible for all operational and support tasks associated with implementing the Electronic Transcript Initiative over the time period of three (3) months, including:
  - i. Overseeing the transmission of individual transcripts to colleges;
  - ii. Training to teach end users how to use the system;
  - iii. Developing and publishing web and print instructions and other communications to schools;

- iv. Providing on-going technical support for end users at the high schools and colleges;
- v. Developing appropriate security arrangements for the exchanging of student information; and
- vi. Developing promotional materials.

The Provider is cautioned that any proposed plan for addressing the components above must anticipate a committee review/signoff process involving the Student Access Advisory Committee and Compact staff. The Compact also requires that all formats and mechanisms for communicating directly with students and high school, college, and university personnel during the implementation of the Electronic Transcript Initiative receive prior authorization by the Compact, in consultation with the Student Access Advisory Committee.

#### **4. Project Advisory Committee**

The Commission, in consultation with the Student Access Advisory Committee, will form a Project Advisory Committee, which will help to oversee the three (3) year Agreement with the Provider. The Project Advisory Committee will consist of representatives from various stakeholders in the success of the Electronic Transcript Initiative, including high schools, postsecondary institutions, and professional groups. The Provider is required to work with the Project Advisory Committee on a regular basis and furnish information requested by the Compact and its Student Access Advisory Committee on behalf of the Committee.

#### **G. Pricing**

The Provider must provide any Eligible Participant a guaranteed price for the Electronic Transcript service for the entire contract period. To be a truly effective cost savings initiative, the Provider must offer the Eligible Participants a price that cannot be achieved independently without the MHEC Electronic Transcript Initiative. The details of such pricing must be provided in the Provider's proposal. Providers are also asked to detail cost savings that can be achieved through the Eligible Participants' use of the Initiative. Please provide a comparison of standard pricing and pricing to be offered under the Initiative that will be used to achieve cost savings. Finally, indicate the additional benefits that Eligible Participants in the MHEC member states currently served by your company under separate agreements would receive if their programs were to be integrated into this program.

#### **H. Funding**

Each Eligible Participant will procure the product and related services in according with the terms of the Agreement. It is highly desirable for the Provider to ensure that the cost to the

student users of the Electronic Transcript Initiative is kept as low as possible - preferably at no cost. The Compact strongly encourages the Provider to work with its member states to secure funding for the Initiative so that the student cost is minimal or eliminated, which includes providing an initial assessment of possible funding sources in each of the eleven member states in the Proposal. Details of such funding efforts should be provided in the Provider's Proposal. If the cost to students cannot be eliminated, every attempt shall be made to ensure that students who satisfy specified income eligibility criteria are provided free access to the Initiative and its offerings.

The Compact, and its Student Access Advisory Committee, is willing to assist in this process by assembling a State Resource Team in each of the interested member states. This Resource Team will work with the Provider and selected key individuals from its state with an interest and/or insight into funding sources for the Electronic Transcript Initiative. The Compact does not intend to provide any funding for the State Resource Team, rather its willingness to recruit members to serve in this capacity.

## **I. Clarification of Information**

It is the responsibility of any prospective Provider to inquire about and clarify any aspect of the RFP. Each inquiry should include a specific reference to the item in the Request for Proposal, for which clarification is sought. Questions for clarification must be submitted in writing no later than February 22, 2006 and sent via facsimile transmission or e-mail to:

### **Facsimile transmission**

Midwestern Higher Education Compact  
Attention: Ms. Jennifer Dahlquist  
Fax: 612/626-8290

### **E-mail**

[jenniferd@mhec.org](mailto:jenniferd@mhec.org)

(A reference to the "Electronic Transcript Initiative" should appear in the subject line)

Copies of questions and answers will be sent to all Providers indicating an interest in receiving a response no later than March 1, 2006. This notice will occur via facsimile or e-mail; however, Providers shall have full responsibility for failed delivery or transmissions.

## **J. No Contact**

Any contact concerning this RFP should be limited and in writing. Ms. Jennifer Dahlquist is designated as the sole point of contact for the Compact, which specifically requests that no contact concerning this RFP be made with any other member of the Compact, or its respective employees or committee members, during the selection process. Failure to honor this request will be viewed negatively in the selection process.

## **K. Certification of Independent Price Determination**

By submitting a proposal, the Provider certifies that in connection with this proposal:

1. The proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition;
2. Unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the Provider prior to opening directly or indirectly to any other Provider; and
3. No attempt has been made nor will be made by the Provider to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **L. Signatory Authority**

Each person signing this proposal certifies that:

1. The signer is the person in the Provider's firm responsible for the decision to offer the proposal; or
2. The signer is not the person in the Provider'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.

## **M. 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 Student Access Advisory 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.

## **N. Organization, Format and Content**

Proposals should be typed in single-sided MS Word format. Proposals should be organized and presented in a manner that addresses all of the RFP provisions and requirements.

The outside envelope should be sealed and clearly marked:

*"Confidential: Response to MHEC Electronic Transcript Initiative RFP"*

No more than one (1) proposal per Provider should be submitted. The Provider should designate one person as its principal contact with respect to this RFP.

Providers should affirm that they will fully satisfy the following Requirements or elaborate on any modification or exception to them.

The Compact strongly prefers a proposal from the Provider that is organized as follows:

- Transmittal Letter
- General Requirements
- Proposed Work Scope and Timeline
- Project Management
- Marketing Plan
- Cost Proposal
- Contractual Issues

### **Transmittal Letter**

The Provider must supply a transmittal letter that includes the following:

1. Summary of the Provider's ability and desire to supply the required products and services;
2. Summary of Provider's work scope;
3. Summary of charges proposed by Provider;
4. A statement of the term during which the Provider's proposal is valid; and
5. A signature by an authorized representative of the Provider.

### **General Requirements**

1. Provide the name, address, telephone number, facsimile number and website address of Provider.
2. Provide names, addresses, telephone numbers, facsimile numbers and e-mail addresses of the individuals who will coordinate all activities related to the services. Provide background and experience information on each individual.
3. Provide a minimum of three (3) references from past and/or current clients using Provider's services. Include contact name, address, telephone, facsimile and email address for each reference.
4. Furnish a copy of the Provider's annual report and audited financial statements for the Provider's fiscal years 2003, 2004, and 2005.
5. List similar programs that the Provider has undertaken (either currently, or within the last three {3} years). Include the following information:
  - a. Length of time of Provider's involvement;
  - b. Types of services offered; and
  - c. Name, address and telephone number of the government official or other person who could be contacted as a reference.

6. Cite any pending or prior litigation against the Provider, its officers, directors, principals or key personnel related to participation in company, employer or government sponsored programs over the past three (3) years. Also cite any other litigation that could impair the Provider's ability to perform the required services described in this RFP
7. Cite any contracts with state or national-level agencies over the preceding three (3) years in which the Provider has failed to meet contract deadlines, or has faulted on key contract provisions, or has had financial performance penalties applied. Please outline the circumstances involved, and the Provider's response to those circumstances.
8. It is the responsibility of the Provider to comply with all purchasing laws and guidelines of the eleven MHEC member states, where possible.

### **Proposed Work Scope and Timeline**

The Compact and the Student Access Advisory Committee believe that a three (3) year contract commencing no more than one (1) month after the execution of the Agreement, will best serve present needs of the Electronic Transcript Initiative.

In general, the Compact, in consultation with the Student Access Advisory Committee, seeks a Provider response that addresses the project Objectives set forth in this RFP.

### **Project Management**

The Compact intends to enter into an Agreement with one Provider offering to perform all of the services outlined in this RFP. The Compact will not entertain joint bids.

1. The Provider may include sub-contractors to perform portions of the Compact's required services. If the Provider proposes to utilize sub-contractors, these must be identified fully in the proposal, along with the general information, and the work scope that the Provider intends the sub-contractor to perform.  
Once the project has commenced, the Provider may not add or substitute sub-contractors without the prior written permission of the Compact.  
The Provider is cautioned that any activities undertaken by sub-contractors become the responsibility of the Provider. In addition, all sub-contractors must perform their services in compliance with the statutes and regulations of the eleven Compact states.
2. The Provider must identify a single Project Manager, who shall be the Provider's primary contact with the Compact, the Compact staff, and the Student Access Advisory Committee. The qualifications of the Project

Manager, and of other senior project staff, should be summarized in the Provider's proposal.

### **Marketing Plan**

The Provider should provide a detailed marketing plan describing the efforts it will take to advertise and recruit institutions to utilize the Electronic Transcript Initiative.

### **Cost Proposal**

The Compact requires a budget/cost proposal that is sufficient to carry out the Provider's proposal. The following special issues should be addressed by the Provider in developing a cost proposal.

1. The Provider should provide a separate budget for each of the two Objectives cited in this proposal.
2. The Provider's cost proposal should incorporate the basic planning assumptions cited in the RFP.
3. If portions of the Provider's cost proposal are based on incremental or "per unit" charges, these should be clearly identified.

### **Contractual Issues**

The Compact, in consultation with the Student Access Advisory Committee, anticipates entering into an Agreement with the Provider that contains certain special contractual elements. The Provider is asked to address in its proposal any special concerns pertaining to the following:

1. The Provider must agree to include its proposal, or a clarification of its proposal, into this Agreement with the Compact.
2. The Provider must agree to offer the services for the period of three (3) years.
3. The Provider must agree to an Agreement that can be terminated by the Compact upon thirty (30) days advance written notice for cause, including, but not limited to: failure to perform any significant provision of the contract, inadequate performance of any such provision or neglect to perform any significant provision of the contract properly or in a timely manner. The Compact may immediately terminate the contract, when the Commission determines that funds are not available to support continuation of the contract, as well as for malfeasance, misfeasance, fraud, or a change in the financial position that could impair the stability of the Provider. The sole determination of such cause and whether it has been substantially remedied shall be made by the Compact President and shall be binding upon all parties.

If the Agreement is terminated, the Provider shall immediately cease all activities and submit claims to the Participants (in MHEC member states) for work performed to the date of termination.

4. The Provider must agree that all information concerning the Electronic Transcript Initiative or students served through this Initiative is the sole property of the Compact, is confidential, and is not to be used by the Provider for any other purpose. Providers shall refrain from any direct communication with the participants in the Program, except as approved in advance by the Compact.
5. The Provider must agree to supply information concerning this Contract and the Provider's activities pursuant to this Contract, as requested any appropriate governmental entity in the eleven MHEC states. Compliance with audit requirements is a requirement of any Provider without additional charge to the Compact and its member states.
6. The Provider must agree to supply to the Compact or any other appropriate governmental entity in the eleven MHEC states all accountings, reports and similar information pertaining to this Project, as may be required by the Compact.
7. The Provider must agree that each Eligible Participant will procure the product and related services in accordance with the terms of the Agreement. The Provider understands that the Agreement is not a purchase agreement/purchase order, nor does it guarantee any purchases to be made by any Eligible Participant.
8. The Provider must comply with the laws and regulations of the MHEC member states.
9. The Provider acknowledges that under the Electronic Transcript Initiative, the Provider may receive data from Eligible Participants or their respective state agencies. The Provider agrees to be bound by the data practices requirements, or similar type laws, of the Eligible Participant's state. The Provider agrees to indemnify, save and hold MHEC, the Eligible Participant and the Eligible Participant's state, their representatives, agents and employees harmless from all claims arising out of, resulting from or in any manner attributable to any violation of any provision of the data practices requirements, or similar type laws, of the Eligible Participant's state, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement. In the event that the Provider subcontracts any or all of the work performed under this Agreement, the Provider shall retain responsibility under the terms of this paragraph for such work. The paragraph shall survive the termination of this Agreement.

#### **O. RFP Development Process - Schedule of Events**

The following schedule lists meetings and deadlines related to this RFP on the development of a MHEC Electronic Transcript Initiative. Deadline 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 activities listed in this calendar, it will do so by issuing an amendment to the RFP to prospective Providers.

1. Formal issuance of RFP - February 15, 2006
2. Last day for submitting written inquiries about RFP - February 22, 2006
3. Mail notification to Prospective Providers of amendment(s) to the RFP, if any - March 1, 2006
4. Proposals due from Prospective Providers - March 8, 2006

**P. Submission Deadlines**

The deadline for submission of proposals and related information is 5 p.m. Central Time on March 8, 2006. One (1) bound original and one (1) unbounded identical copy of the response should be forwarded to the following address prior to the deadline. One (1) electronic copy should also be provided in MS Word or PDF format on disc (supplemental materials such as audited financials may be submitted in PDF format). Responses received after this time will not be considered.

Student Access Advisory Committee  
c/o Ms. Jennifer M. Dahlquist  
Director of Student Initiatives/Policy Research Associate  
Midwestern Higher Education Compact  
1300 South Second Street, Suite 130  
Minneapolis, MN 55454-1079  
Phone: 612/626-1602  
Fax: 612/626-8290

**Q. Selection of Finalist**

The Committee will select and notify the finalist on a date to be determined by the Committee.

**R. Contract Terms**

The MHEC Master 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 three (3) additional one (1) year periods. Eligible Participants may utilize electronic transcript services from the Provider under the terms of the MHEC Master Agreement at any time during the duration of the Agreement.

## **S. Incurring Costs**

MHEC is not liable for any cost incurred by Prospective Providers in replying to this RFP.

## **T. 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 Agreement. 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 Agreement is formally established, Eligible Participants will be responsible for procurement and payment of any charges associated with the electronic transfer services in accordance with established pricing structure.

The Commission will appoint a Committee composed of representatives of the Student Access Advisory Committee to oversee the solution and assure that it operates in an effective and efficient manner. The Committee will also assist in promoting the solution and assist Eligible Participants with problems as requested, working in conjunction with the Project Advisory Committee. The Committee will periodically review and evaluate the performance of the solution and submit its recommendations to the Commission. The Commission and the members of the Student Access Advisory Committee make no guarantee that any Eligible Participant or number of Eligible Participants will participate in the Electronic Transfer Initiative.

## **U. Analysis of Information**

The Student Access Advisory Committee will analyze all responses to this RFP. The analysis will be based upon the criteria set forth in this RFP. The findings and recommendations of the Committee will be submitted to the MHEC President for approval.

## **V. Provider Selection**

All proposals received on or before the deadline date of submission will be forwarded to each Student Access Advisory Committee member. The Committee will conduct its evaluations of responses based upon its assessment of the quality and comprehensiveness of the Prospective Provider'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. Discussion shall not be initiated by the Prospective Providers. The Committee reserves the right to

waive or modify any informalities, irregularities or inconsistencies in the responses received. Following evaluations, a Finalist will be selected.

The Committee will evaluate each response based on the following criteria:

1. Proposal meets the requirements of this RFP;
2. Provider demonstrates experience with projects like this one;
3. Provider possesses financial stability and strength;
4. Provider has the capacity to deliver the services requested;
5. Provider's required costs and fees; and
6. Any other quality or characteristic deemed in the best interests of the Compact.

Upon completion of the evaluation process, the Committee will recommend a Prospective Provider (the Finalist) to the Commission, and the Commission will establish an Agreement with the recommended Provider. Once an Agreement is successfully consummated, the Committee will so notify all Providers who responded to the RFP. The Committee reserves the right to not recommend any Prospective Providers to the Commission, and the Commission reserves the right not to enter into an Agreement with a recommended Provider at its own discretion.

After the Master Agreement 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:

1. Clearly mark all trade secret materials in its response at the time the response is submitted;
2. Include a statement with its response justifying the trade secret designation for each item; and
3. 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.

The Compact will assist in introducing and marketing the solution to Eligible Participants and in developing communications mechanisms to facilitate successful implementation of and support for the solution over the term of the MHEC Agreement.

As previously stated, the purpose of this RFP is to establish a comprehensive Electronic Transcript Initiative for the Eligible Participants in the 11 state region of the Compact, while providing the states with cost savings that could only be achieved by working collaboratively. At a minimum, this solution will offer a mechanism to facilitate the transfer of student information between the Midwest's public and private high schools and the Midwest's public and private colleges and universities, as well as among postsecondary institutions in the Midwest. The Provider selected will be recommended by MHEC to all Eligible Participants in MHEC member states. Each Eligible Participant will procure the product and related services in accordance with the terms of the MHEC Master Agreement. The MHEC Master Agreement is not a purchase agreement/purchase order, nor does it guarantee any purchases to be made by any Eligible Participant.

#### **W. Contacting MHEC**

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

For further information about the Compact's Student Access Advisory Committee, contact:

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