

MIDWESTERN HIGHER EDUCATION COMPACT

Computing Hardware and Related Services

(Desktops, Laptops, Tablets, Servers & Storage)

Request for Proposal

Prepared by the Midwestern Higher Education Compact Technologies Committee August 2014

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 and are expected to review information on the site carefully before submitting a final proposal.

Computing Hardware and Related Services Request for Proposal August 2014

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A. Introduction

The Midwestern Higher Education Compact (MHEC) through its Computing Hardware and Related Services Subcommittee of its Technologies 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 Computing Hardware and Related Services in accordance with the specifications of this RFP.

For the purpose of evaluating proposals submitted for this RFP, there are four product categories identified below which may be awarded, in part or in whole. Responders must only respond to categories in which they are the manufacture or certified supplier of the defined category. MHEC intends to establish an award and/or multiple awards per category. MHEC reserves the right to eliminate any category from the final award.

Category 1: Desktop Hardware and Services

Category 2: Laptop Hardware and Services

Category 3: Tablet Devices and Services

Category 4: Server & Storage Hardware and Services

At a minimum the vendor(s) proposed offering shall be available for all eligible participants in the twelve (12) Midwestern state region of the Compact. MHEC will also entertain proposals to expand proposed offering to states within the other three 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.

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 (4) million students. In addition, where appropriate, state government agencies and local school districts are also invited to participate in MHEC

solutions. Faculty, staff, and students may also be eligible to purchase under a MHEC agreement, depending on the terms negotiated.

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 1992, 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 the RFP and awarded the contract on behalf of all institutions in the twelve states.

C. The MHEC Technologies Committee

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 contracts 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 Computing Hardware and Related Services Subcommittee is responsible for developing this RFP.

D. Scope of Solicitation

The MHEC Computing Hardware and Related Services Subcommittee's intent is to competitively solicit one or more solution providers for the categories of Computing Hardware and Related Services for Eligible Participants. In addition to the applicable products, any proposed solution needs to have as options: maintenance, technical support, and training necessary to allow the institution to fully utilize the purchased solution. Because institutions have differing computing hardware and related services needs, the solution must be flexible enough to meet those varying needs. Amongst different types of institutions, and even within a single institution, differences in requirements exist. Therefore, the solution should allow adaptation to the specific needs and circumstances of each Eligible Participant as well as streamline and simplify the procurement and distribution process for them.

The successful respondent(s) will be responsible for delivery of all products and services awarded. Respondents may propose the use of servicing subcontractors or resellers. However, MHEC will consider the respondent(s) to be the sole point of contact with regard to contractual matters, including pricing structure, delivery, warranty, and payment of any and all charges resulting from the purchase of products and services specified in this proposal, unless a separate contract addendum to the master price agreement is executed with said subcontractors or resellers. If subcontractors or resellers are utilized, MHEC encourages the consideration of minority owned and/or economically disadvantaged businesses.

MHEC is seeking vendors and manufacturers who are willing to work with MHEC to provide creative solutions that will be effective within the confines of the purchasing regulations to which member institutions are bound. The solution will:

- 1. Be designed as a renewable multiple-year offering with the capability of serving the entire MHEC region and optional NEBHE, SREB, and WICHE regions;
- 2. Offer Eligible Participants a streamlined and simplified procurement process for a solution that meets their Computing Hardware and Related Service's needs;
- 3. Make available a comprehensive Computing Hardware and Related Services solution that is flexible enough to adapt to the specific needs and circumstances of each Eligible Participant;
- 4. Help to avoid repeated RFPs from Eligible Participants (testing the market), since the solutions offered are expected to clearly provide the best value in the region;
- 5. Assist eligible participants in the conversion, installation, training and support of the respondents products as necessary;
- 6. Enable Eligible Participants, consortia of institutions, and systems currently under separate contract with the selected vendor(s) to convert to the MHEC Computing Hardware and Related Services solution; and
- 7. 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 Computing Hardware and Related Services Subcommittee may select more than one vendor to work with in developing and implementing a Computing Hardware and Related Services solution(s).

E. Eligible Participants

All public and private non-profit colleges, universities, community colleges, technical colleges and higher education agencies in MHEC member states shall be eligible to participate in the MHEC Computing Hardware and Related Services Solution.

Optionally, participation may be offered to any or all of the following groups:

- 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 will also entertain proposals to expand this solution to states within the other three Compact's in the country; NEBHE, SREB, and WICHE subject to the 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.

F. The Request For Proposal (RFP)

In preparing responses to this RFP, prospective providers are asked to address:

- the following questions detailing how they would provide the solution;
- the strategies that they would employ to assure the solution's success, including potential rollout and marketing; and
- the qualifications and unique features that they would bring to the solution.

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.

1. General Information and Qualifications

- 1a. The successful contractor(s) shall provide products, software, maintenance, installation, training and service solution(s) as described in this RFP. Respondents shall completely review the requirements specified in this request for 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 enterprise Computing Hardware and Related Services. It shall be the contractor's responsibility to verify that any software proposed will work as specified with the other proposed products.
- 1b. The successful contractor must warranty all products and ensure that this product works to its maximum capacity for a minimum period of twelve (12) months after final acceptance by the Eligible Participant that purchased it.
- 1c. The successful contractor must agree that additional Computing Hardware and Related Services for obtaining the Eligible Participants' solution that is not covered herein, but within the scope of this RFP, maybe added to this contract without voiding provisions of the existing contract.
- 1d. The bidder's order fulfillment process shall be considered an important process with regard to the existing business practices of Eligible Participants. To that end invoices must be received separately for campus business units. The contractor's order fulfillment system must work seamlessly in conjunction with common ERP system and/or member institutions purchasing card systems that Eligible Participants may choose to use.
- 1e. Delivery of purchases will be made within 30 calendar days after receipt of order, or such other length of time as mutually agreed between the Participating Eligible Organization and the Vendor, F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Eligible Participant. Bid prices must include all packing, freight, insurance charges and installation/operation manuals.
- 1f. Contractor agrees to notify the Eligible Participant within five (5) working days after receipt of the order if they are unable to deliver within the required time

- frame. Failure of the contractor to adhere to delivery schedules as specified or to promptly replace defective product shall be considered a default with Eligible Participant retaining any and all remedies available to it under the law. Respondents need note that all locations of any particular Eligible Participant may not be within the MHEC region.
- 1g. As some Eligible Participants have locations outside North America, contractors must also provide expected delivery times outside of North America.
- 1h. Purchase orders referencing the MHEC contract number, will be placed by each Eligible Participant, on their institution's Purchase Order Form or by using a credit card on the vendor-supplied purchasing web site, or other mutually agreed-upon means
- 1i. Contractors may choose to deliver products electronically where practicable. This option must be under the independent control of each Eligible Participant.
- 1j. Contractor(s) must not substitute any item(s) that has been ordered by the Eligible Participant using this contract without the prior written or electronic approval by the appropriate purchasing officer of the Eligible Participant. The substitute item must be at the same or better technology level than the original product ordered, and pricing at the same or lower price. Failure to comply may result in return of merchandise at contractor's expense.
- 1k. Successful contractor(s) must offer a "total satisfaction" return policy. The contractor must provide a thirty (30) day no-questions-asked return option, from the date of delivery to end-user.
- 1l. Successful contractor(s) shall be responsible for replacing at no cost to Eligible Participants any damaged or inoperable-on-receipt products received under this contract within 30 days from notification by that Eligible Participant. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 1m. Any price reductions from manufacturer from the time of submission of a purchase order to product delivery must be passed on to the Eligible Participant that issued the purchase order.
- 1n. 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 Participant hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Eligible Participant, including the procurement officer or designee, at all reasonable times.
- 10. Successful contractor(s) must provide corporate executive level sponsorship to establish and maintain fundamental familiarity/understanding with MHEC and MHEC's Eligible Participants.
- 1p. At a minimum, Respondents must offer services in all twelve (12) MHEC member states. For service to be considered offered in a state it must be offered in the whole state.
- 1q. Contractor must indicate country of manufacture and country of assembly.
- 1r. Increasingly, Eligible Participants are committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State, County, and Municipal regulations. Many Eligible Participants have a recycling program for starch and Styrofoam packing peanuts. Our preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK™ or mix starch and Styrofoam peanuts under any circumstances. Each product shall be

- separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).
- 1s. MHEC reserves the right, but is not obligated, to request that each respondent provide a formal presentation of its proposal at a date, time and place to be determined. If required by the MHEC Computing Hardware and Related Services Subcommittee, it is anticipated that such presentation will not exceed two (2) hours. No respondent will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other respondent.
- 1t. MHEC reserves the right to require a Financial Capacity report consisting of the following:
 - i. Sources of financing (shareholders, venture capital, etc.)
 - ii. Bank references and name of auditing firm
 - iii. Last two annual reports and all quarterly reports since the last annual report
 - iv. Identification of the Parent Corporation and any subsidiaries
 - v. List of all current higher education customers in the MHEC region, and all customers for whom similar work was performed during the past 2 years.

2. Administrative Fee

MHEC had incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this program. All responses shall include an administration fee component based on sales of all products and services proposed. The contractor shall pay MHEC for: 1) total accumulative sales greater than one hundred million, an administration fee of 0.25% or 0.0025; 2) total accumulative sales between one million and one hundred million, an administration fee of 0.50% or 0.005; and 3) total accumulative sales less than one million, an administration fee of 0.50% or 0.015.

Administration Fee	Sales (US Dollars)	
0.25%	> \$100 Million	
0.50%	\$1 - \$100 Million	
1.50%	<\$1 Million	

The contractor will be responsible for submitting the administration fee with the Quarterly Report. The Administrative Fee will be adjusted quarterly, based on the total accumulative sales for the duration of the Master Price Agreement.

3. Quarterly Report

Contractor must submit business activity reports each quarter. The quarterly reports must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name

- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Administrative Fees are shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1 (Jan 1 Mar 31) Due April 30
Calendar Quarter 2 (April 1 to June 30) Due July 31
Calendar Quarter 3 (July 1 to September 30) Due October 31
Calendar Quarter 4 (October 1 to December 31) Due January 31

4. Business Reviews

Performance of the successful contractor(s) will be closely monitored by an oversight committee on any resulting contract. Individual institutions have the ability to control their own ordering process under the contract's Master Price Agreement. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete product or services from the Master Price Agreement and/or cancel Master Price Agreement for cause, and may award to the next acceptable respondent, or cancel and request new proposals. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for an Eligible Participant, the Eligible Participant retains all of its remedies for a default. Failure of MHEC or the Eligible Participant to exercise their rights of termination for cause or other remedies for default due to a respondent's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

5. Marketing

MHEC eligible participants range in size and complexity from large public multi-campus state university systems with significant research programs and highly complex I.T. infrastructures to small private colleges and local community colleges. Please explain your proposed marketing plan for bringing your products and services to the attention of Eligible Participants which should include a strategy for:

- 5a. Offering a wide enough variety of products and services at price points within the range of these institutions so that your products and services would be of value to eligible institutions;
- 5b. Disseminating a cooperative announcement (press) of a signed contract;
- 5c. Educating internal staff and sales force about MHEC;
- 5d. Establishing a MHEC-specific website, to be linked from http://MHECtech.org to the successful respondent's website;
- 5e. Participating in MHEC-branded webinars intended to educate MHEC constituency with informative briefings, technical overviews, and training;
- 5f. Sponsoring activity in the MHEC Technologies Committee annual meeting and/or other MHEC sponsored events (e.g. annual Commission Meeting & Policy Summit); and
- 5g. Sharing successes that MHEC could cooperatively communicate through its monthly news or other means (e.g. technology newsletter, website, social media).
- 5h. Mutual review and evaluation of the marketing plan(s) will be done, at a minimum, during annual executive briefings. MHEC requests respondent and any applicable resellers to outline their strategy for:
 - i. Establishing a marketing point of contact(s) for MHEC, indicating if there are different contacts for media (news releases) vs. multi-media (webinars, website updates, etc.);
 - ii. Working with MHEC's director of communications and marketing for all communications approvals such as, but not limited to, news releases, use of MHEC logo; and
 - iii. Participating in an annual webinar with the Compact staff to educate sales staff about the Midwestern Higher Education Compact and understanding the contract

G. Product Category Definitions

For the purpose of evaluating the RFP it is divided into four (4) computing hardware product categories. Responders shall respond to one or more categories and are expected, by category, to provide the complete catalog of Products and Services by manufacturer without limitation. The definitions are intended to provide the minimum Product capabilities desired by category for evaluation purposes. The Product Category Definitions are not intended to limit Responders proposed Products or related Services offered by category and may be refined during the course of the contract. Responders shall identify and respond to one or more of the defined categories.

Category 1: Desktop Hardware and Services

- 1. Standard Business Class Desktop Configuration
 - a. Enterprise level system in which several applications will be accessed/open at one time, including word processing, spreadsheets, e-mail, Internet browsing, local Web based applications, web conferencing, data manipulation, simulations or in a multiple use Academic Lab environment.
- 2. Specialty Class Desktop Configuration
 - a. For the power user utilizing applications requiring intensive computational power including Autodesk applications, statistical analysis, game development, and multimedia production.
- 3. Services

a. The services related to procurement, installation, maintenance and support of desktop hardware.

Category 2: Laptop Hardware and Services

- 1. Standard Mobile Notebook Configuration
 - a. A wireless notebook to be used for conferences, field studies, telecommuting or for multimedia classroom presentations; can be used as a desktop replacement.
- 2. Ultrabook Notebook Configuration
 - a. An ultraportable wireless notebook to be used for travel, conferences or multimedia presentations.
- 3. Services
 - a. The services related to procurement, installation, maintenance and support of laptop hardware.

Category 3: Tablet Devices and Services

- 1. Convertible/Tablet
 - a. A convertible tablet notebook for instructors wanting the option to take handwritten notes directly to the screen without losing the functionality of the conventional notebook.
- 2. Tablet
 - a. Tablet computer to be used primarily as a Windows 8 based touchscreen and/or;
 - b. A tablet computer to be used primarily as a Android based touchscreen.
- 3. Services
 - a. The services related to procurement, installation, maintenance and support of tablet hardware.

Category 4: Server & Storage Hardware and Services

- 1. Enterprise Class Servers
 - a. Rack mount and tower servers used for a wide variety of applications from small applications to high end database servers and hosts for a virtual environment.
- 2. Enterprise Class Storage Products
 - a. Storage products ranging from directly attached storage to enterprise class storage area networks for a variety of applications.
- 3. Services
 - a. The services related to procurement, installation, maintenance and support of server and storage hardware.

H. Pricing Examples

Responders must provide Pricing Examples based on G. Product Category Definitions, by completing Table 1. Following the category specifications, Responders Price Examples must include in Table 1: a Product model description, brand, model, part number/SKU of their base system unit configuration using the Responders proposed pricing.

Category 1: Desktop Hardware: Responders must submit Pricing Examples that are equivalent or better features than specified by the mandatory configuration's below.

- 1. Standard Business Class Desktop (Mandatory Configuration)
 - a. Processor: Intel Core i5-4570 (6M Cache, 3.20 GHz, 4 cores, 4 threads)

- b. Memory: 4GB DDR3
- c. Chipset: Intel Q87 Express
- d. Hard Drive: at least 320GB
- e. NIC: Gigabit Ethernet Controller
- f. Graphics: Intel HD 4600
- g. Operating System: Windows 7 Professional 64bit
- h. Warranty: 4 Year On-Site NBD
- i. Management: Intel vPro
- 2. Specialty Class Desktop (Mandatory Configuration)
 - a. Processor: Intel Core i7-4770 (8M Cache, 3.40GHz, 4 cores, 8 threads)
 - b. Memory: 8GB DDR3
 - c. Chipset: Intel Q87 Express
 - d. Hard Drive: at least 500GB
 - e. NIC: Gigabit Ethernet Controller
 - f. Graphics: Discrete Graphics
 - g. Operating System: Windows 7 Professional 64bit
 - h. Warranty: 4 Year On-Site NBD
 - i. Management: Intel vPro

Category 2: Laptop Hardware: Responders must submit Pricing Examples that are equivalent or better features than specified by the mandatory configuration's below.

- 1. Standard Mobile 14" Notebook (Mandatory Configuration)
 - a. Processor: Intel Core i5-4300M (3M Cache, 2.60GHz, 2 cores, 4 threads)
 - b. Memory: 4GB DDR3
 - c. Chipset: Intel QM87 Express
 - d. Hard Drive: 120GB SSD
 - e. Optical Drive: DVD/RW
 - f. NIC: Gigabit Ethernet Controller,
 - g. 802.11 a/g/n Wireless, Bluetooth Ver. 4.0
 - h. Graphics: Intel HD 4600
 - i. Display: 14" (1600x900)
 - j. Webcam: 720p HD
 - k. Battery: 6 Cell
 - l. Operating System: Windows 8 Pro w/ Downgrade Rights, including Windows 7 Drivers
 - m. Warranty: 4 Year On-Site NBD
 - n. Management: Intel vPro
- 2. Ultrabook Notebook (Mandatory Configuration)
 - a. Processor: Intel Core i5-4300U (3M Cache, 1.90GHz, 2 cores, 4 threads)
 - b. Memory: 4GB DDR3
 - c. Chipset: Intel QM87 Express
 - d. Hard Drive: at least 120GB SSD
 - e. NIC: Gigabit Ethernet Controller,
 - f. 802.11 a/g/n Wireless, Bluetooth Ver. 4.0
 - g. Graphics: Intel HD 4400
 - h. Display: 14" (1600x900)
 - i. Webcam: 720p HD
 - j. Battery: 3 Cell
 - k. Operating System: Windows 8 Pro w/ Downgrade Rights, including Windows 7 Drivers

l. Warranty: 4 Year On-Site NBDm. Management: Intel vPro

Category 3: Tablet Devices

Since the Products life-cycle and configuration for this category vary widely based on need, evaluation will be more focused on the pricing methodology and discount structures. Responders shall provide specifications for a standard configuration. Below is a generic configuration.

1. Tablet

a. Processor: Core i5 3427U 1.8 GHz (17W)b. Memory: 4 GB DDR3 SDRAM, 1333 MHz

c. Storage: 120 GB Solid State Drive

d. Wireless: 802.11 a/g/n, Bluetooth Ver. 4.0

e. Graphics: Specify

f. Display: Multi-touch display

g. Webcam: 720p HDh. Battery: Specify

i. Operating System: Specifyj. Warranty: 4 Year On-Site NBD

k. Management: Specify

Category 4: Server & Storage:

- 1. Enterprise Class Server: Since the Product sets and configurations for this category vary widely based on need, evaluation will be more focused on the pricing methodology and discount structures. Responders shall provide specifications for a standard configuration. Below is a generic configuration.
 - a. Processor: Two Intel Xeon 2.0 GHz 8-core (16 threads) E5-2650
 - b. Memory: 32GB
 - c. Hard Drive: 2 hard disk 146 GB SAS 10K (specify form factor)
 - d. NIC: Dual Port GB Ethernet network interface (10/100/1000)
 - e. Form Factor: Rack mountable
 - f. Warranty: 4 Year On-Site NBD
- 2. Enterprise Class Storage: Please describe your Enterprise Class storage offerings: include disk speeds and types, interfaces (FC,iSCSI,SAS), protocols served (CIFS,NFS,block, etc) and server OS's supported. Describe your discount structure that you would offer in this contract that differs from general higher education pricing.

Table 1: Pricing Examples

Product/Model/	% Discount	% Discount	Alternate	Annual Cost of
Description	from Retail	from best	Pricing	Maintenance
	Price List	higher	Arrangements	
		education	(If more space	
		price list	needed,	
			reference page	
			number and	
			section where	
			response can	
			be found	

Discounts based on Q	ty. 1				
Category 1: Desktop Hardware					
Standard Business					
Class Desktop	l				
Specialty Class					
Desktop	l				
Category 2: Laptop Ha	ardware				
Standard 14-inch					
Notebook	L				
Ultrabook Notebook					
Category 3: Tablet De	vices				
Convertible/Tablet	L				
Category 4: Server & S	Storage Hardw	vare			
Enterprise Class	l				
Servers					
Enterprise Class	l				
Storage Products					
Discount for	l				
Support 1,2,3,4 year					
Discount for	l				
Training					
Discount in addition t	to the above (b	y category)			
Volume Purchase					
Monthly/Quarterly	l				
Batched Purchase					
Standardized	l				
Configurations					
Exclusive Contract					
Guaranteed	1				
Quarterly/Annual	ı				
Volume					
On-Site Sales					
On-Site Service					

I. Training

The successful respondent shall provide details and outline their capability to provide technical support training. Vendors will specifically address the following areas in their response:

- 1. Training provided as part of purchase of vendors' products. This may include training vouchers other training credits identified by the course name and number these credits may be used towards and time limits for these credits if any.
- 2. Types of training provided. Responses will differentiate between, on customer site, in class, on line or self-study method of delivery.
- 3. Variety of trainers. Responses shall provide information regarding training providers and nature of relation to Computing Hardware and Services provider.

4. Capacity and location of training. Responses shall include number of trained staff and training locations within the Compact states.

J. Maintenance

The successful contractor(s) shall provide an option for on-going support beyond the warranty period as well as one (1), two (2), three (3), and four (4) year options for product warranty shall be included in the purchase price. Warranty and on-going support requirements are outlined below.

- 1. The warranty period shall begin upon successful installation and Eligible Participant acceptance of installation of the products acquired from respondent and covered by the purchase.
- 2. Warranty coverage shall be 24 hours per day, 7 days per week, and 365 days per year.
- 3. Respondents shall provide data on the average wait time before speaking to telephone support staff, as well as their expected maximum allowable times.
- 4. Support shall include free firmware and relevant software updates, during the warranty period, for all products purchased, leased or included as a part of this proposal.
- 5. The Eligible Participant has the right to on-site assistance when hardware or software is not operating as designed with their equipment or network upon request of the purchaser. The on-site warranty service shall be provided in accordance with the Master Price Agreement and any cost associated with this requirement shall also be governed by the Master Price Agreement.
- 6. Respondents shall provide the name, address and toll free telephone number of the nearest authorized manufacturer's services center.
- 7. The successful contractor may propose delivery, unpacking, assembly and set-up of hardware. Installation must be conducted by personnel authorized by the manufacturer to conduct such activity.
- 8. When products purchased on this contract require installation, the Contractor must provide the cost of installation as a separate line item on their quotation. The installation cost must include all packing, freight, insurance, set-up, instruction and operation manual charges. Equipment must be set in place in an area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the contractor. Upon installation all operating instructions, and a minimum of 2 operating and maintenance manuals, should be furnished to the University personnel identified on the purchase order.
- 9. Eligible Participants must have the ability to have toll-free telephone access to technical support from the successful contractor, preferably a unique toll-free number just for the Eligible Participants to access.
- 10. Respondent will provide the location of all call centers likely to be used in providing support to Eligible Participants.
- 11. Respondent shall provide the conditions under which Eligible Participants may perform their own certified maintenance.
- 12. Respondents shall furnish a copy of Manufacturer's Extended Warranty/Maintenance Agreement with their proposal that includes warranty/maintenance for the post warranty period that would be available. Information should include:
 - a. Annual cost of on-site hardware support.
 - b. Annual cost of telephone hardware support.
 - c. Annual cost of on-site and telephone hardware support.
 - d. Annual cost of software updates and upgrades.

- e. The number of years extended warranty/maintenance made available to the Eligible Participant
- f. Name, address and toll free telephone number of the manufacturer's authorized service center(s) located in or nearest to MHEC's 12 state region.
- 13. Contractor agrees to make available maintenance services to meet the Eligible Participant's ongoing performance requirement for as long as the Eligible Participant utilizes the equipment. Such services shall be available in accordance with Contractor's generally listed prices, but shall in no event exceed current prices plus 3% per year for each year after the date of acceptance of the equipment.
- 14. If Contractor is unable to provide maintenance services pursuant to this Agreement and in the Eligible Participant sole opinion is unlikely to resume providing maintenance services to meet the Eligible Participant ongoing performance requirement, then Contractor or its receiver or trustee shall provide the following items to the Eligible Participant. Any information in items a. through d. below which is identified by Contractor as proprietary information shall be maintained in confidence by the Eligible Participant except where disclosure to a third party is necessary in order for the Eligible Participant to continue the maintenance service; however, any third party to whom disclosure is made pursuant thereto shall agree to hold such proprietary information in confidence and to make no further disclosure thereof. Further, the Eligible Participant agrees that any such proprietary information shall be used solely to perform the Contractor's obligations hereunder and shall be returned to Contractor upon completion of such use.
 - a. All information necessary for the Eligible Participant to perform or to have such maintenance service performed including, but not limited to, source code, logic diagrams, maintenance manuals, system and unit schematics.
 - b. A listing of suppliers capable of supplying necessary spare parts and equipment support.
 - c. Available information adequate to permit the Eligible Participant to have spare parts manufactured elsewhere.
 - d. A listing of spare parts and their frequency of use to enable the Eligible Participant to create a centralized inventory of spare parts.

K. Pricing

- 1. Technological advances are anticipated over the term of this contract. Vendors should include pricing in at least one of the following formats:
 - Discount percentage from published retail price list
 - Discount percentage from best published higher education price list
 - Discount percentage from original purchase price (for support only)
 Respondents may also propose alternate pricing arrangements in addition to those above. MHEC may choose to accept or reject such alternative arrangements. In addition to purchase prices, the Respondent may offer a direct or indirect leasing program.
- 2. Some additional factors, which might modify pricing in the specific instances noted below, are:
 - Eligible Participants who are willing to standardize their purchases to a small number of configurations should receive some consideration.
 - Respondents offer a limited number preconfigured product selections discounted beyond their general product offerings.

- Eligible Participants that are willing to give an exclusive purchasing contract (of at least one year's duration) to a respondent should receive special consideration.
- Eligible Participants willing to guarantee purchase volume by year or quarter should be offered lower prices.
- Eligible Participants, who are willing to provide local warranty, repair, or sales services present lower costs to the vendor and should be rewarded.
- Differential pricing based on market segment (e.g. higher education, K-12, local governments, state governments, faculty, staff or students) may be proposed.
- 3. Submission of innovative program ideas to increase vendor penetration of the market or increase satisfaction of the Eligible Participants, as well as provide opportunity for stronger relationships, is encouraged.
- 4. Respondents are encouraged to provide a contract mechanism for their current eligible customers to roll into this agreement at any time after the inception of the contract.
- 5. Successful Respondent agrees not to sell Awarded Products (or bundles) to Eligible Participants at a price higher than that awarded via the MHEC Master Price Agreement.
- 6. All pricing on future products offered under this proposal must, at a minimum, reflect the same percentage discounts or better as established with this contract award. Greater discounts are permissible and encouraged.
- 7. Any price reductions from suppliers from the time of proposal submission to time of purchase order must be passed on to the Eligible Participants.
- 8. Respondents must identify any and all associated costs, fees or charges for which the Eligible Participant may be billed. Costs not indicated in your proposal will not be paid.

L. Price/Fee Increases

MHEC reserves the right to accept or reject all or any part of successful supplier's subsequent request to increase pricing. At a minimum, any proposed price increase will become effective only upon thirty (30) days prior written notice and written acceptance by MHEC. In addition to the provision of an e-commerce web site for this contract, successful respondents will be expected to provide complete updated price lists to MHEC on a quarterly basis. All line item price increases or decreases and product additions or deletions must be identified. Vendor must provide an identified capped annual increase rate for the life of the contract.

M. Certification of Independent Price Determination

By submitting a proposal, the vendor certifies, and in the case of a joint proposal, to its own firm, 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, and;
- 2. Unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the vendor prior to opening directly or indirectly to any other vendor; and
- 3. No attempt has been made nor will be made by the vendor to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

N. Signatory Authority

Each person signing this proposal certifies that:

- 1. The signer is the person in the vendor's firm responsible for the decision to offer the proposal; or
- 2. 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.

O. Illegal Conduct

All responses must include a statement as to whether or not the responding firm has been convicted of bribery or attempting to bride 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.

P. 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 Computing Hardware and Services subcommittee 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.

Q. RFP Schedule of Events

The following schedule lists meetings and deadlines related to this Request For Proposal (RFP) on the development of a Master Price Agreement(s) for the MHEC Computing Hardware and Services Solution. 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 a written statement or an amendment to the RFP to prospective Providers.

Event		<u>Date</u>
1.	Formal issuance of RFP	August 5, 2014
2.	Last day for submitting inquiries about RFP by e-mail	August 15, 2014
3.	e-mail delivery to Prospective Providers of answers and	August 20, 2014
	amendment(s) to the RFP	
4.	Proposals due from Prospective Providers	September 9, 2014
5.	Notification of Finalists	September 23, 2014
6.	Individual meetings with Finalists (Chicago) to review	October 8, 2014 or
	proposals submitted by each Prospective Provider	October 9, 2014
	Finalist (if required)	
7.	Deadline for submitting responses to Committee's	October 31, 2014
	questions and inquiries	
8.	Selection and announcement of Solution and	November 2014
	Provider(s)	
9.	Execution of Agreement and Solution start date	December 2014

R. Pre-proposal Conference and Requests for Clarification

Because of the straight-forward nature of this RFP, we will only use a one-stage process to answer questions. The question & answer stage will be conducted by e-mail, rather than through a bidders' meeting:

- Questions are to be submitted by e-mail to nathans@mhec.org no later than Friday, August 15, 2014.
- Our answers will be provided to all Respondents who submitted question via email and will posted on-line at http://www.mhec.org/rfps on Wednesday, August 20, 2014.

Information about the Compact, its member states, the Information Technologies Committee, the Computing Hardware and Services subcommittee and this RFP may be discussed. Requests for clarification, revisions to requirements or technical questions concerning the RFP may be submitted. Participation in the pre-proposal activities is voluntary.

If a Prospective Provider discovers a significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the Provider should *immediately* notify Mr. Nathan Jay Sorensen 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.

S. Submission Deadlines and Format

The deadline for submission of proposals and related information is 10:00 a.m. Central Daylight Savings Time on Tuesday, September 9, 2014. One (1) sealed bound original and one (1) identical electronic copy (acceptable media CD, DVD, flash drive) of the response OR an electronic copy to nathans@mhec.org under 15MB in size should be forwarded to the following address prior to the deadline: 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.

Computing Hardware and Services Subcommittee c/o Mr. Nathan Jay Sorensen
Midwestern Higher Education Compact
105 Fifth Avenue South, Suite 450,
Minneapolis, MN 55401

T. Selection of Finalists and Best and Final Offers from Finalists

The Committee will select and notify the finalists on Tuesday, September 23, 2014. Only finalists will be invited to participate in the subsequent steps of the procurement. Prospective Provider Finalists may be asked to make a presentation to the Committee in Chicago, IL during the period of Wednesday, October 8, or Thursday, October 9, 2014. Prospective Provider Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by Friday, October 31, 2014.

U. Provider(s) Selection

All proposals received on or before the deadline date of submission will be forwarded to each Subcommittee member. The Subcommittee 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 Subcommittee 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 Subcommittee reserves the right to waive or modify any informalities, irregularities or inconsistencies in the responses received. Following initial evaluations, Finalists will be selected. Each Prospective Provider Finalist may be invited to give a presentation on and discuss their response.

The Subcommittee will evaluate each response based on the extent to which the proposal:

- 1. Expressed understanding of the proposal objectives, requirements, and qualifications.
- 2. Meets the Functional Specifications of one or more of the following categories:
 - Category 1: Desktop Hardware and Services
 - Category 2: Laptop Hardware and Services
 - Category 3: Tablet Devices and Services
 - Category 4: Server and Storage Hardware and Services
- 3. Shows willingness to explore solutions beyond a standard purchase agreement.
- 4. Displays innovation.
- 5. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of this RFP.

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 Subcommittee will recommend one or more Prospective Providers to the Compact, and the Compact will entry 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 Subcommittee 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.

After the Master Price Agreement(s) are 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:

- a. clearly mark all trade secret materials in its response at the time the response is submitted
- b. include a statement with its response justifying with specificity the trade secret designation for each item, and
- c. 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 confidentially of the information.

V. 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 Participants 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.

W. Incurring Costs

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

X. Method of Operation

The Subcommittee, 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 Participants 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 Participant to make payment or for the breach of any term or condition under the Master Price Agreement.

The Compact will appoint a Committee composed of representatives of the MHEC Computing Hardware and Related Services Subcommittee to oversee the solution and assure that it operates in an effective and efficient manner. The Compact will also assist in promoting the solution and assist Eligible Participants with problems as requested. The Committee will periodically review and evaluate the performance of the solution and submit its recommendations to the Compact. The Compact will provide staff support to the solution, and will support information exchanges, conferences and related activities.

In advance of each contract anniversary representatives from each successful Respondent will meet with representatives from the Computing Hardware and Services Subcommittee to discuss contract performance over the past year and amend the contract to improve its performance for the Respondent and Eligible Participants. These annual business reviews are crucial success factor.

The Compact, the members of the Technologies Committee and the members of the Computing Hardware and Related Services Subcommittee make no guarantee that any Eligible Participant or number of Eligible Participants will participate in the MHEC Computing Hardware and Related Services Solution and/or make any purchase under the Master Price Agreement.

Y. Analysis of Information

The Computing Hardware and Services 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 Subcommittee will be submitted to the MHEC President and Commission for approval.

Z. 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 or the Computing Hardware and Services Committee, visit http://www.mhectech.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: <u>nathans@mhec.org</u>