



MIDWESTERN HIGHER EDUCATION COMPACT

Creative Software for Design, Print, Media, and Web

Request for Proposal

Prepared by the
**Midwestern Higher Education Compact
Information Technologies Committee**
July 2013

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 web site 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.

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A. Introduction

The Midwestern Higher Education Compact (MHEC) through its Creative Software for Design, Print, Media, and Web Sub-Committee of its Information Technologies Committee requests proposals from vendors. The purpose of this Request for Proposal is to establish a Master Price Agreement for Creative Software for Design, Print, Media, and Web products for the Eligible Participants in the 12 state region of the Compact. At a minimum this solution will offer competitive price agreements with qualified vendor(s) who shall provide Creative Software for Design, Print, Media, and Web products, support services, training and related materials and or services in accordance with the specifications of this Request for Proposal.

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 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 Midwestern Higher Education Compact Technologies Committee

In 1992, the Commission established the MHEC Telecommunications Committee to develop innovative approaches to expand access to telecommunications services, while reducing costs to institutions. Similarly, in 1999 the Commission established a Computing Resources Taskforce to identify opportunities to improve access to computing products and services and to reduce administrative costs. Both the Telecommunications Committee and the Computing Resources Taskforce were able to develop successful solutions that benefited higher education, K-12 schools and state and local governments. In January 2003, MHEC convened a joint meeting of these two committees. Since emerging technologies are blending into both the computer and telecommunications areas, the two 12-state committees were joined together and renamed the MHEC Technologies Committee. From this larger committee, smaller working group committees continue to focus on specific solution initiatives. As one, the Creative Software for Design, Print, Media, and Web Committee is responsible for developing this RFP.

The Commission believes that the services and scalability of the initiative envisioned by the Creative Software for Design, Print, Media, and Web Committee will offer unique advantages and benefits to private sector partners and to participating colleges and universities that cannot be readily achieved through individual actions. Mega-group participation will enable significant streamlining of marketing, administration and service functions; improved service support and training options; and operational efficiency across a variety of Eligible Participants and their individual scenarios. In order for this solution to be successful, it must be profitable for both the providers and the institutions. The Commission is committed to making that happen.

D. Creative Software for Design, Print, Media, and Web

The MHEC Creative Software for Design, Print, Media, and Web Committee intends to provide Creative Software for Design, Print, Media, and Web products for Eligible Participants. In addition to the applicable products, any proposed solution needs to have as options, the maintenance, technical support and training necessary to allow the institution to fully utilize the products purchased. Because institutions have differing licensing and product 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.

Furthermore, respondents are encouraged to offer innovative solutions, recognizing that to compete effectively they need to deal with a range of institutions: some will search for a rock bottom price because they have sufficient internal resources and expertise to provide their own pre- and post- sales support and servicing; whereas other institutions (perhaps having no technology support staff whatsoever) may need complete support. Some institutions will be willing to buy exclusively from one vendor; others will not. Some institutions will be willing to standardize purchases, do bulk buys, or provide local warranty services, while others will be unable to do so. Each of these factors provides the vendor an opportunity to show initiative and ultimately prove they are the best choice as a supplier.

The successful respondent(s) will be responsible for delivery of all products 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 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 has a successful history of creating renewable and reviewable purchasing vehicles for its institutions. Its ability to foster relationships with vendors puts it in a unique position to bring the best value to all involved. Through this RFP we intend to establish a purchasing vehicle for our eligible participants that will:

1. Represent enough volume that the pricing is aggressive enough to make this the most attractive purchasing vehicle available to our institutions.
2. Use that volume to provide vendors with a more predictable business model so that they may reliably invest in providing those services that establish relationships and to reestablish in our institutions the value of value-added services so that vendors also have a more predictable space in which to market advanced fee-based services.
3. Allow MHEC to bring its educational, collaboration, and communications capabilities to bear in assisting vendors to build relationship with our smaller institutions without incurring substantial cost.

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 Creative Software for Design, Print, Media, and Web products will be offered to eligible institutions. The solution will:

1. Be designed as a renewable multiple-year offering capable of serving the entire MHEC region;
2. Offer Eligible Participants a streamlined and simplified procurement process that meets their licensing needs;
3. Make available a comprehensive offering of products and licensing that is flexible enough to adapt to the specific needs and circumstances of each Eligible Participant;
4. Offer the highest quality products;
5. 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;
6. Assist Eligible Participants in the conversion, installation, training and support of the licensed products as necessary;
7. Enable Eligible Participants, consortia of institutions, and systems currently under separate contract with the selected vendor(s) to convert to the MHEC Creative Software for Design, Print, Media, and Web;

8. 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;
9. Offer the selected vendor(s) the opportunity to deal with groups of Eligible Participants in unique ways, facilitated by MHEC; and
10. Offer the selected vendor(s) opportunities to address the MHEC Commission on topics of mutual interest.

Depending upon the responses received and the solutions presented, the Creative Software for Design, Print, Media, and Web Committee may select more than one vendor to work with in developing and implementing a full-line of licensed software products.

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 Creative Software for Design, Print, Media, and Web offering.

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

- K-12 schools and districts, including public libraries;
- cities, counties, hospitals, and local subdivisions;
- state agencies; and
- 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 Compacts in the country; WICHE, SREB, NEBHE, subject to their approval.

F. The MHEC RFP Process

This RFP is issued by the Midwestern Higher Education Compact's Creative Software for Design, Print, Media, and Web Committee. The person responsible for managing the procurement process is Mr. Nathan Jay Sorensen (612) 677-2767 or NATHANS@MHEC.ORG who is the sole point of contact for the Committee during the RFP process.

The purpose of the RFP is to provide interested parties with information to enable them to prepare and submit a proposal to provide a comprehensive offering of Creative Software for Design, Print, Media, and Web products under the auspices of the Midwestern Higher Education Compact (MHEC). MHEC has determined that developing a region-wide Creative Software for Design, Print, Media, and Web acquisition strategy through one or more providers will benefit both the higher education community and the provider(s). The Committee intends to use the results of this process to enter into a Master Price Agreement(s) to make the solutions available to the entire constituency of the Compact. Consequently, it will afford providers a truly competitive opportunity to advance product sales and services and to further penetrate a specific market niche.

G. 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; 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, it may seriously affect the overall rating of the Respondent’s proposal.

Items labeled as “should” or “may” are highly desirable.

Responses must be keyed to the section and paragraph numbers provided in this RFP.

1. General Information and Qualifications

- A. The successful contractor(s) shall provide Creative Software for Design, Print, Media, and Web, licensing, installation, training and service 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 software solution. It shall be the contractor’s responsibility to verify that any software proposed will work as specified with the other proposed products.
- B. The successful contractor must warranty all Creative Software for Design, Print, Media, and Web and ensure these product(s) works to its maximum capacity for a minimum period of twelve (12) months after final acceptance by the Eligible Participant that purchased it.
- C. The successful contractor must agree that additional Creative Software for Design, Print, Media, and Web products relative to obtaining the solution not covered herein may be added by an Eligible Participant to this contract without voiding provisions of the existing contract. The successful contractor with additional consideration may be allowed to furnish additional products and services to institutions covered within the MHEC region.
- D. 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.
- E. Performance of the successful contractor(s) will be closely monitored by an oversight committee for the Master Price Agreement throughout the contract period. Individual institutions have the ability to control their own ordering process under the contract’s Master Price Agreement. If software proves 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 software proves 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 the Eligible Participant to exercise its 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.

- F. 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.
- G. Contractor agrees to notify the Eligible Participant within five 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 render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Respondents need note that all locations of any particular Eligible Participant may not be within the MHEC region.
- H. As some Eligible Participants have locations outside North America, contractors must also provide expected delivery times outside of North America.
- I. Purchase orders 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.
- J. Contractors may choose to deliver products electronically where practicable. This option must be under the independent control of each Eligible Participant.
- K. 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.
- L. 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.
- M. 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 institution. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- N. 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.
- O. Successful contractor(s) shall retain and maintain all records and documents relating to this Contract for six 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.
- P. 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 Creative Software for Design, Print, Media, and Web Committee, 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.
- Q. MHEC reserves the right to require a Financial Capacity report consisting of the following:

- a. Sources of financing (shareholders, venture capital, etc.)
 - b. Bank references and name of auditing firm
 - c. Last two annual reports and all quarterly reports since the last annual report
 - d. Identification of the Parent Corporation and any subsidiaries
 - e. 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.
- R. Successful contractor(s) must provide an account executive/team for MHEC. This team must establish and maintain fundamental familiarity/understanding with MHEC and MHEC's Eligible Participants. The account team must be able to recommend appropriate hardware, software, and support products based on their knowledge of that specific Eligible Participant.
 - S. Respondents must offer services in at least eight of our member states. For service to be considered offered in a state it must be offered in the *whole* state.
 - T. MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration and marketing of this program. To help recover some of these costs, the Technologies Committee requires an administration fee in this program. Please include an administration fee component in your proposal. The Respondent will be responsible for the administration fee. The administration fee may be a flat rate, or it may be a variable rate based on volume. However, it is important to remember that regardless of the makeup of the administration fee, the overall pricing must remain extremely competitive for Eligible Participants.
 - U. Contractor must indicate country of manufacture and country of assembly.
 - V. 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 briefly your proposed strategy for bringing your products and services to the attention of MHEC eligible participants, and your proposed strategy for 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. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews.

H. Definitions

The following are common terms and definitions used in higher education technology and are provided for reference when responding to this RFP.

- **Concurrent User** - Permits the institution to install the software onto multiple devices as long as the number of devices using the software at the same time does not exceed the number of licenses.
- **Desktop Virtualization** – A type of client-server computing model where “virtualized desktop” is stored on a centralized server and not the physical machine being virtualized. Virtualization must be supported by a controlled environment with redundancy to ensure both security and fault tolerance. Centralized systems management is required to push out operating system patches and/or application updates. Porting user desktop environments to multiple-end user devices.
- **Device** - A license for a defined number of device(s) that are used to store and execute the software. The software may be uninstalled on one device and installed on any other device within the same enterprise, so long as the total number of installations does not exceed the number of purchased licenses.

- **Educational or Academic Software** – Software marked for distribution to educational institutions and students at reduced prices. This software is usually labeled as an academic product and for use only by academic or educational institutions.
- **Enterprise** - A license to install software on an unlimited number of devices within the enterprise. An Enterprise Agreement is structured as “all you can eat” but the institution must be licensed for a specific quantity of licenses.
- **Faculty and Staff Full Time Equivalent (FTE)** – is the amount of time required to perform an assignment stated as a proportion of a full-time position. It is computed by dividing the amount of time employed by the amount of time normally required for a full-time position. FTE is not a head count; for example, 2 half-time employees represent 1 FTE. Non-knowledge workers are not factored for licensing purposes.
- **GNU General Public License** - A license giving all users unlimited freedom to use, study, privately modify the software, and if the user to the terms and conditions of the GPL, freedom to redistribute the software or any modifications to it.
- **License Maintenance** - A license agreement that allows the user to purchase "maintenance" or "software assurance" along with the original license fee, which entitles the user to receive new versions of the software for one or more years until the maintenance agreement expires.
- **Named User** - A license that allows access to software by a specific number of named users.
- **Non-Perpetual Licenses** - Are licenses that "lease" the software for use for a specific period of time, usually annually or sometimes bi-annually. Users are required to remove the software from their device if they cease paying the license fee.
- **Open Source** – A copyright license for software that allows the source code to be used, modified, and/or shared under defined terms and conditions. Allowing end users to review and modify the source code for their own customization. Open source licenses must comply and be approved the Open Source Initiative’s license review process.
- **Perpetual License** - Are licenses without expiration dates, which permit use of the software indefinitely, without requiring a recurring fee for continued use.
- **Seat** – License per device requiring you to purchase a license for each client and device where access to services is needed.
- **Secondary Use** - Allows the licensed end user to use the software on two or more devices.
- **Site License** - An agreement that allows software to be run on an unlimited numbers of devices owned by institution. The number of users per device is not limited by the licenses where multi-user capability exists.
- **Software as a Service (SaaS)** - Software developed and hosted by the SaaS vendor and which end user customer accesses over the internet. The SaaS vendor owns the software and runs on its computers in its data center. The customer does not own the software but effectively rents it, usually for a monthly fee.

- **Student Use** – This allows students to use the software as long as they are students of the institutions. Students are required to uninstall software upon leaving the institution.
- **Students Full Time Equivalent (FTE)** – The number of student FTE is calculated based on the credit and/or contact hours reported by the institution. Instructional activity by IPEDS conversion: Quarterly calendar system – One FTE over 12 months equals (Undergraduate 45 credit hours 900 contact hours) plus (Graduate 36 credit hours). Semester/Trimester calendar system – One FTE over 12 month period equals (Undergraduate 30 credit hours 900 contact hours) plus (Graduate 24 credit hours).
- **Subscription** – Allows the user to use the software for a specified time period. The license usually includes technical support and access to upgrades and patches released during the term of the subscription. At the end of the term the user has several options: (1) renew the subscription; or (2) purchase a perpetual license at a discount cost; or (3) remove the software from the device.
- **User** - A license that provides access to software to a specific number of users. All installations of the software will be counted but installations across multiple devices for the same user will be counted as one license consumption.
- **Volume** - Allows the licensee to install the software on a certain number of devices. The licensee usually has to satisfy a minimum purchase requirement and obtains reduced prices in exchange.
- **Work-at-home rights** – Allows faculty/staff to use the software at home. This is effective for as long as the primary work computer is licensed and as long as the person is employed. Termination of employment also terminates benefit.
- **Workstation License** - A license that permit the installation of an application on a single device.

I. Functional Specifications

While MHEC recognizes that utilization of proprietary methods or protocols sometimes provides competitive advantage, MHEC will give preference to those vendors whose products support open source or also support recognized industry standard methods and protocols.

1. Specifications

To be considered responsive to this RFP the products offered must satisfy the following requirements:

- A. The proposer offers a license product that is currently available as commercially off the shelf software.
- B. Creative Software for Design, Print, Media, and Web are desired. Respondents may quote single products, multiple products, or product suites.
- C. Proposed products should be able to read and write the relevant competitive commercially off the shelf software. Depending on the product involved, some leeway may be permitted.
- D. Product evaluation will involve a determination of how well the proposed products work to meet the needs of end users and how easily existing users can transition to the proposed product.
- E. Any cloud services proposed will need to meet rigorous contract conditions.

- F. The proposer with equivalent software to existing commercially available off the shelf software must demonstrate equivalency of compatibility and suitability through the submission of documentation. Mere submission of company or product literature is unacceptable and can be used as a basis for rejection of the claim of equivalence.
- G. Product must comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794d), subparts A-D Accessibility Standards which can be found at <http://www.section508.gov/>.
- H. The proposer must make available, upon request, a fully functioning demonstration copy of the proposed software solution for a minimum duration of thirty (30) days.
- I. The proposer, if other than the manufacturer, must submit with their proposal a current, dated, and signed authorization from the manufacturer that the vendor is an authorized reseller and is authorized to sell the manufacturer's products.
- J. Proposer must provide a list of three current Higher Education accounts using the commercial off the shelf software, according to the specifications outlined in Attachment A.

2. Categories

To be considered responsive to this RFP the products and/or equivalents offered must include the category, specification, version history, and product roadmap and if necessary a justification for equivalent comparison. The proposed creative software offering must fit into one or more of the following categories:

- A. Products with the functionality for document services
 - Software products like or similar to: Adlib, Adobe, Nuance, OpenText, Serif, PDF creation software, etc.
- B. Products with the functionality for web content development
 - Software products like or similar to: Adobe, Alfresco, Appcelerator, Apple, Cisco, Drupal, EMC, JetBrains, Lithium, OpenText, Serif, TechSmith, Xara, etc.
- C. Products with the functionality for graphic design
 - Software products like or similar to: Adobe, Autodesk, Corel, JetBrains, Nova, Serif, Software995, Xara, etc.
- D. Products with the functionality for media
 - Software products like or similar to: Adobe, Apple, Arc Soft, Autodesk, Magix AG, Serif, Sonic, Xara, etc.
- E. Products with the functionality for photography
 - Software products like or similar to: Acdsee, Adobe, Apple, Arc Soft, Corel, Magix AG, Nova, Serif, Software995, Sonic, Xara, etc.
- F. Products with the functionality for publishing
 - Software products like or similar to: Adobe, Apple, Corel, EMC, Lithium, Nuance, Quark, Serif, Sonic, TechSmith, etc.

3. Licensing

Proposer shall provide applicable software licensing terms and conditions for each licensed product. Proposer must agree to amend or modify software licensing agreement to meet statutory requirements. The software license will be a binding legal document in the Master Price Agreement.

4. Documentation

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

5. Training

Proposer shall be responsible for providing training and/or resources in the operation and maintenance of the licensed software

J. Pricing

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.

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.

Submission of innovative program ideas to increase vendor penetration of the market or satisfaction of the Eligible Participants as well as provide opportunity for stronger relationships is encouraged.

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.

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.

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.

Any price reductions from suppliers from the time of proposal submission to time of purchase order must be passed on to the Eligible Participants.

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.

Pricing is desired for individual, student, enterprise, and concurrent licensing models. Perpetual licenses are preferred. For any no-charge products proposed, please describe the economic model that allows you to make that offer.

1. 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.

2. 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.

K. 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.

L. 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 Creative Software for Design, Print, Media, and Web 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.

M. RFP Development Process

1. 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 Creative Software for Design, Print, Media, and Web 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	Target Completion Date
1. Formal issuance of RFP	Wednesday, July 10, 2013
2. Last day for submitting inquiries about RFP by e-mail	Monday, July 22, 2013
3. e-mail delivery to Prospective Providers of answers and amendment(s) to the RFP	Tuesday, July 30, 2013
4. Proposals due from Prospective Providers	Monday, August 19, 2013
5. Notification of Finalists	Tuesday, August 27, 2013
6. Individual meetings with Finalists (Chicago) to review proposals submitted by each Prospective Provider Finalist (if required)	Tuesday, September 10, 2013 and Wednesday, September 11, 2013
7. Deadline for submitting responses to Committee's questions and inquiries	Wednesday, September 25, 2013
8. Selection and announcement of Solution and Provider(s)	Wednesday, October 9, 2013
9. Execution of Agreement	December 2013

N. 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 no later than Monday, July 22, 2013.
- Our answers will be provided to all potential respondents indicating participation by e-mail on Tuesday, July 30, 2013.

Information about the Compact, its member states, the Information Technologies Committee, the Creative Software for Design, Print, Media, and Web Committee and this RFP may be discussed. Requests for clarification, revisions to requirements or technical questions concerning the RFP may be submitted to Mr. Nathan Jay Sorensen at the MHEC office. Participation in the pre-proposal activities is voluntary. Prospective Providers should notify MHEC of their intention to participate in the pre-proposal activities by contacting Mr. Nathan Jay Sorensen by e-mail at NATHANS@MHEC.ORG

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. Grant Crawford or this RFP or amended RFP should be used as a basis for the preparation of Provider responses.

O. Submission Deadlines and Format

The deadline for submission of proposals and related information is **10:00 a.m. Central Standard Time on Monday, August 22, 2013. One (1) sealed bound original and five (5) identical CD copies 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.**

Creative Software for Design, Print, Media, and Web Committee
c/o Mr. Nathan Jay Sorensen
Midwestern Higher Education Compact
105 Fifth Avenue South, Suite 450,
Minneapolis, MN 55401
Phone: (612) 677-2767

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

The Committee will select and notify the finalists on Tuesday, August 27, 2013. 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 during the period Tuesday, September 10 or Wednesday September 11, 2013. Prospective Provider Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by September 25, 2013.

Q. Provider Selection

All proposals received on or before the deadline date of submission will be forwarded to each 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. The Prospective Providers shall not initiate discussion. The Committee reserves the right to waive or modify any informalities, irregularities or inconsistencies in the responses received. Following initial evaluations, Finalists will be selected. Each Prospective Provider Finalist may be invited to give a presentation on and discuss their response.

The Committee will use the following criteria and their identified weight to evaluate each response based on the extent to which the proposal:

1. Expressed understanding of the proposal objectives and qualifications	Pass/Fail
2. Meets the Functional Specifications of this RFP	30%
3. Pricing	30%
4. Shows willingness to explore solutions beyond a standard purchase agreement	15%
5. Displays innovation	15%
6. Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of this RFP	10%

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

R. 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.

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 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 Commission will appoint a Committee composed of representatives of the MHEC Technologies Creative Software for Design, Print, Media, and Web Committee to oversee the solution and assure that it operates in an effective and efficient manner. The Commission 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 Commission. The Commission will provide program officer 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 separately with representatives from the Creative Software for Design, Print, Media, and Web Committee to discuss contract performance over the past year and amend the contract to improve its performance for the Respondent and Eligible Participants. These annual 'health checks' are crucial success factor.

The Commission, the members of the Technologies Committee and the members of the Creative Software for Design, Print, Media, and Web Committee make no guarantee that any Eligible Participant or number of Eligible Participants will participate in the MHEC software solution and/or make any purchase under the Master Price Agreement.

U. Analysis of Information

The Creative Software for Design, Print, Media, and Web 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. Contacting MHEC

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

For Further information about the Compact's Technologies Committee or the Creative Software for Design, Print, Media, and Web Committee, contact:

Mr. Nathan Jay Sorensen,
Strategic IT Procurement Officer
Midwestern Higher Education Commission
105 Fifth Avenue South, Suite 450,
Minneapolis, MN 55401
Phone: (612) 677-2767
E-mail: NATHANS@MHEC.ORG
Web Site: <http://www.mhectech.org>

Attachment A. References

Proposer MUST provide a list of three (3) current Higher Education accounts according to the three (3) Reference Form specifications on the following pages. Information must include university name, primary contact name, title, address, telephone number, email address, campus agreement FTE count, and the original start date of the agreement for each reference. Proposers, who cannot submit schools satisfying the stipulations on all three (3) Reference Forms, will not be considered. MHEC intends to contact references, and incorrect information provided will be evaluated negatively.

References must be managed by the account team the reseller expects to provide to the MHEC.

Reference Form 1 for school/system with 1,000+ Faculty/Staff FTE

University Name: _____ _____	Address: _____ _____
Campus Agreement FTE Count: _____	Website: _____
Agreement Start Date: _____	FAX #: _____
Contact Name: _____	Contact Address: _____ _____
Contact Title: _____	_____
Contact Telephone: _____	Contact Department: _____
Contact Email Address: _____	

Reference Form 2 for school/system with 5,000+ Faculty/Staff FTE

University Name: _____ _____	Address: _____ _____
Campus Agreement FTE Count: _____	Website: _____
Agreement Start Date: _____	FAX #: _____
Contact Name: _____	Contact Address: _____ _____
Contact Title: _____	_____
Contact Telephone: _____	Contact Department: _____
Contact Email Address: _____	

Reference Form 3 for school/system with 15,000+ Faculty/Staff FTE

University Name: _____ _____	Address: _____ _____
Campus Agreement FTE Count: _____	Website: _____
Agreement Start Date: _____	FAX #: _____
Contact Name: _____	Contact Address: _____ _____
Contact Title: _____	_____
Contact Telephone: _____	Contact Department: _____
Contact Email Address: _____	