

**Midwestern Higher Education Compact
Network, Wireless, Voice, and Wavelength Division Multiplexing
Hardware and Related Services Request for Proposals
May 22, 2014**

Vendor A

Q1. Does MHEC intend this to be Hardware Warranty only? Cyan provides 90 days for software, 60 days for Professional Services.

A1. The intent is for the warranty to be for hardware, software, and services.

Q2. Can you elaborate on what is meant by "order fulfillment system must work seamlessly in conjunction with common ERP system..." to the extent if this requires systems integration?

A2. Through standard distribution channels, order fulfillment may either be a paper-based or ecommerce procure-to-pay system. The process may require a sales quote, confirmation, invoicing, order changes, delivery, payment, and returns.

Q3. H.7 Some customers outside North America. Please clarify; no locations outside US are listed, only states.

A3. The intent is to address U.S. institutions with a campus presence or delivering degree programs abroad, e.g. China or Belize.

Q4. H.17 "Corporate executive level sponsorship" Please clarify what this means.

A4. MHEC seeks an individual or team of corporate executive level leaders responsible for the initiation and development of the contract rollout, marketing, and contract life cycle management.

Q5. H22. Administration Fee. Please clarify how this works.

A5. The administration fee is a separate fee remitted to MHEC quarterly, to cover the costs of conducting this request for proposal and contract maintenance. The administration fee for all purchases ranges from 0.10% on contracts over \$100 million or so, to 5% on contracts under a million. We're asking vendors to suggest a number that will fit in with the overall solution and pricing.

Q6. Is it possible to provide network models for pricing that would help model real-life deployment scenarios over basic list pricing? There are many variables to Ethernet and optical design. In addition, the cost structures of newer vendors are lower than the legacy vendors. The purpose would be to provide Eligible Participants with a more meaningful metric against which they can evaluate solutions, especially from a cost/benefit prospective. For example, for Category 4: Wavelength Division Multiplexing Equipment and Services, this could include a certain number of sites with fiber distance between them provided and a request to provide fixed or reconfigurable optical add drop multiplexer technology with a mix of defined services. M. Pricing - MHEC may choose to accept or reject such alternative arrangements.

A6. MHEC prefers to have a discount rate for equipment, different rates are acceptable. We would accept models for examples but it is not required.

Vendor B

Q7. Section C1.2 - One of the stated requirements under Technical capabilities is the following: System must provide support and capability for 100Mbps, 1Gbps, 10Gbps, 40Gbps, and 100Gbps ports, cards, and modules. In today's environments, most network infrastructures do not use 40 Gbps or 100 Gbps. Limiting the RFP to this requirement will restrict the number of eligible OEM's to just 2 or 3. Many of MHEC's smaller constituents may not be best served by the largest networking OEM's. Can this requirement be restated removing the requirement for 40 Gbps and 100 Gbps or classifying these speeds as "preferred?"

A7. It must be for 100 Mbps, 1 Gbps and it is preferred for 40 Gbps and 100 Gbps ports, cards, and modules.

Vendor C

Q8. Can a SLED focused distributor respond to this RFP on behalf of F5? F5 understands that this model of response and contract "ownership" is being used by another vendor on other MHEC contracts.

A8. Yes.

Q9. Can the MHEC please provide the RFP in Microsoft word so we can more easily respond?

A9. Yes. <http://www.mhec.org/RFPs>

Q10. In section H, bullet 22, an administration fee is mentioned. How much will this fee be and what is the payment and report process used for this fee?

A10. See A5. Quarterly reports are due 30-days after the end of a three month period (January to March). The report detail includes customer name, address, city, state, product description, date shipped or delivered, list price, sale price, administration fee, percent discount, dollars savings, and reseller if applicable.

Q11. In Section H, bullet 8, are eligible participants required to note on their PO that they are using this vehicle to procure to products and services? (needed for reporting purposes)

A11. Yes, the MHEC contract number must be referenced on the vendor's quote and eligible organizations purchase order.

Q12. Are requirements C and E of section C1.2 Technical capabilities redundant?

A12. Yes, respond to both requirements with the same answer.

Q13. In section L, bullet 2. Is warranty for hardware, software or both? a. Our standard warranty is 1 year for hardware and 90 days for software, is this sufficient to meet the requirements of bullet 2? b.

For bullet 8, our manuals and instructions are electronic; do you need hardcopy of these assets?

A13. The intent is for the warranty to be for hardware, software, and services. Electronic copies will suffice.

Q14. What format should we respond in for the Pricing requirements in Section M? Do you want a spreadsheet with the discounts listed for all products or will a flat discount by product category be sufficient?

A14. Provide the best representation for your proposed pricing.

Vendor D

Q15. Please define the payment terms?

A15. Unless otherwise agreed to by procuring eligible participant and vendor, payment shall be submitted within 30 days of the date of delivery.

Q16. Please define the acceptance period for payment terms, and warranty?

A16. The procuring eligible participant has 30 days from date of delivery to accept. Payment shall be submitted 30 days from date of delivery. The warranty period begins to run upon acceptance.

Q17. Regarding M.2a – an e-commerce website is mentioned. Is this a website that MHEC hosts? Can additional information be provided regarding the e-commerce website?

A17. MHEC hosts a dedicated e-commerce website <http://www.mhectech.org> featuring the contract highlights, contact information, eligibility, and contract documents. Vendors have the option to create, maintain, and host their own website portals which can be linked from the mhectech.org site.

Q18. Regarding H.8: "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." We prefer to work with local resellers in each of the states and have resellers accept the PO, Invoice end users and provide reports and payments required. Will MHEC accept this or do you require that as contract holder provide reports and payments?

A18. Yes, authorized resellers are an option. The vendor will be responsible for the flow through of the Master Price Agreement terms and conditions to reseller and reporting requirements.

Q19. Regarding M.1d. – "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." Are we required to move our current customers to this contract?

A19. No, it is not expected that any contract resulting from this RFP be an exclusive contract. However, the procuring eligible participant must have the option to convert to this contract at time of renewal or new purchase.

Q20. Will MHEC negotiate with respondents in regards to T&C's in this RFP where stated as a "must"?

A20. Proposals with documented objections to the RFP requirements will be considered.

Vendor E

Q21. RFP Section U: Can MHEC specify how each evaluation factor will be weighted?

A21 See Addendum # 1 to RFP. <http://www.mhec.org/RFPs>

Q22. General: Is it MHEC's desire for all Eligible Participants to purchase a single vendor platform/solution for each product category, or is it MHEC's desire to allow multiple vendor solutions to meet the wide range of needs found among all of the Eligible Participants?

A22. MHEC anticipates making multiple awards by category. However, a single vendor solution may be awarded based on the proposal evaluations.

Q23. RFP Section H.17: What is meant by "executive level sponsorship"?

A23. See A4.

Q24. RFP Section M: Is there desired format for the pricing submission, or is the format at the discretion of the Offeror?

A24. Yes, Offeror's discretion. See A14.

Q25. RFP Section M: Because there are approximately 1000 constituents that will be utilizing this agreement, and they all have different site specific requirements, Black Box assumes that the MHEC wishes to receive only percentage discounts off of MSRP for each product category solution, and expects to receive specific solution pricing on a task order basis after the master agreement is executed. Please confirm.

A25. MHEC prefers to have a discount rate for equipment; different rates are acceptable. Eligible organizations and vendor will have the opportunity to negotiate products and services best suited for their organization.

Q26. General: After the master pricing agreement is executed, will there be opportunities, on a task order basis, for offerors to perform site surveys prior or during the time of the task order issuance?

A26. That will be up to each individual eligible participant.

Q27. General: After the master pricing agreement is executed, will Eligible Participants provide opportunity specific technical data – i.e. floor plans, port density counts, network diagrams and drawings - at the time of the task order issuance?

A27. Yes.

Q28. General: Will Eligible Participants be able to define the proposal/contract structure at a task-order level, i.e. Firm Fixed Price, Design/build, Cost Plus, etc.? Or does MHEC intend to define the task order proposal/contract type in the Master Agreement established by this solicitation?

A28. The Master Price Agreement will establish either the ceiling price or discount structure. Eligible Participants will define the products and services for their organization.

Vendor F

Q29. Section H-22 makes reference to admin fees - What are the fees? Fixed or a percentage?

A29. See A5.

Vendor G

Q30. The RFP document (on Page 5) states that one of the intentions of the RFP is “to establish a purchasing vehicle for our eligible participants that will...represent enough volume that the pricing or discount is aggressive enough to make this the most attractive purchasing vehicle available to our institutions”. There don’t appear to be any quantitative representations made in the document regarding the volume of business expected. How should we interpret the various references to “volume” from a pricing and terms perspective?

A30. The potential is hundreds of thousands. In the MHEC region alone, there are over 1000 higher education institutions or four million students across the 12-member Midwestern states. Expansion into K-12 and to states within the other three regional higher education compacts (both higher education and K-12) is an option. Each of these entities is eligible to utilize a contract resulting from this RFP.

Q31. In Section H, Item #22 of the RFP the subject of an “administration fee” is outlined. Is it the expectation of MHEC that the responding vendor will levy and collect the administration fee from the purchasing institution (under the MPA) and then remit the collected fee back to MHEC according to some formula and/or schedule? In any case, please clarify how the application of an administration fee would work.

A31. See A5. The administration fee is the responsibility of the vendor and would be remitted back to MHEC quarterly.

Vendor H

Q32. Page 5 – We will be naming resellers to the contract. How do we get a copy of the Contract Addendum so we can start the process with the resellers? Do you want a list of resellers with our submission?

A32. The Master Price Agreement between MHEC and vendor will contain terms and conditions that will flow through to the Authorized Reseller, which the Authorized Reseller will be required to incorporate in its agreement with eligible organizations. Yes, resellers may be submitted with the proposal.

Q33. Page 6 – How do we expand participation to k-12, cities, counties, hospitals and state agencies?

A33. Your proposal should have a statement of intent to offer products and services to the desired entities.

Q34. Page 6 – How do we expand the proposal to the other three compacts WICHE, SREB and NEBHE?

A34. Your proposal should have a statement of intent to offer products and services to the desired compacts. Expansion of any awarded Master Price Agreement is subject to approval by the respective compact.

Q35. Page 7 - Section G. The Request For Proposal (RFP) has bullet points, the first of which says “the following questions detailing how they would.....” In the following sections there are statements not questions. So to clarify – do you want us to respond to each bullet point in:

- Section H. Qualifications
- Section I. Product Category Definitions
- Section J. Functional Specifications
- Section K. Training
- Section L. Maintenance
- Section M. Pricing

Do you want responses to any other sections?

A35. Responses to all sections are desired.

Q36. C.1.1.h. System should provide wireless data services capable of scaling from the workgroup, building, campus, and metro level. – What is meant by “Metro” level?

A36. City level.

Q37. C.1.1. j. System should contain components to provide client, access point, point-to- point bridge, point to multi-point bridge, and mesh functionality. – Are all these required or should we list where we comply?

A37. Yes, these are critical requirements. Any objections must be addressed and alternatives may be considered.

Vendor I

Q38. H.7 Can MHEC please provide what locations outside of North America will be in-scope for product delivery?

A38. See A3.

Q39. In Section J Functional Specifications responders are requested to provide their entire product catalog without limitations. Within the category’s there appear to be very specific questions about systems or solutions for one type of network deployment. How are respondents to address these types of questions knowing that an entire product catalog is being requested and each MHEC member has very different requirements that may not be relevant to the question?

A39. Respond to each category and each will be evaluated separately.

Q40. H.23 To what level of detail would you like to see in our marketing plan?

A40. High level strategy of the training, roll-out, and promotion of contract throughout the life-cycle of the contract.

Q41. Can MHEC provide guidance to what extent a provider can add Technology Services SKUs on the contract? We would like to include our full spectrum of services SKUs that relate to hardware products we include in our bid.

A41. Proposals meeting the functional requirements may include services and training related to hardware offering.