Request For Proposal
For Remote Support & Remote Access Products
RFP # Q0010043

Issued: May 17, 2010

Due Date: June 2, 2010

Utah Valley University
Procurement Services
800 W University Pkwy
Orem, UT 84058
1.01 **Purpose of RFP.** The purpose of this Request for Proposal (RFP) is to solicit proposals to enter into a contract with a qualified supplier to obtain remote support and remote access products for Utah Valley University, hereafter referred to as the "University". The University is examining several alternatives of providing this product and may decide, after reviewing proposals submitted, not to enter into any agreement.

This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals or organizations to perform the Scope of Work set forth herein. This request is an offer by Utah Valley University to purchase, in accordance with the terms and conditions of this RFP, the services and products proposed by the successful firm. Firms are strongly encouraged to carefully read the entire request for proposal.

1.02 **About Utah Valley University.** Utah Valley University is a teaching institution which provides opportunity, promotes student success, and meets regional educational needs. UVU builds on a foundation of substantive scholarly and creative work to foster engaged learning. The university prepares professionally competent people of integrity who, as life-long learners and leaders, serve as stewards of a globally interdependent community. Utah Valley University has about 1,400 full-time benefit eligible employees, 3,200 part-time employees and approximately 29,000 students.
SECTION 2 - GENERAL INFORMATION

2.01. **Administrative Guidance.** The information provided herein is intended to assist firms in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Firms are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the services/product requested in this RFP.

2.02. **Issuing office and RFP Reference Number.** Procurement Services of Utah Valley University (“Procurement Services”) is the issuing office for this RFP and all subsequent addenda relating to it. The reference number for the transaction is Q0010043. This number must be referenced on all proposals, correspondence, and documentation relating to the RFP.

2.03. **Due Date.** In order to be considered for selection, one (1) original plus three (3) copies of your proposal must be sealed and received at

Utah Valley University
Procurement Services
800 West University Pkwy
Room BA-109
Orem, UT 84058

no later than 2:00 p.m. current Mountain Time on June 2, 2010. Proposals received after this deadline will be late and ineligible for consideration. Utah Valley University will not be responsible for late delivery of improperly addressed envelopes. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as provided by law (please see section 2.15 hereof).

2.04. **Pre-Proposal Conference.** No pre-proposal conference will be held.

2.05. **Inquiries.** All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this RFP that could have a significant impact on the responses to the RFP, should be submitted in writing by e-mail to:

Brandon Thomas
Procurement Services
Utah Valley University
RFP@UVU.edu

Please include the RFP number in the subject line. Questions and answers will be consolidated and provided to all firms on record as having received this RFP. All inquiries must be received by May 24, 2010. Procurement Services will extend the due date if such information significantly amends this solicitation or makes compliance with the original proposed due date impractical.
2.06. **Important Dates.** The following dates are significant for this RFP:

- **RFP Dated and Issued:** May 17, 2010
- **RFP Inquiry Questions Due:** May 24, 2010
- **Proposal Due Date:** June 2, 2010

2.07. **Proposal Submission.** Proposals must be submitted in a sealed envelope properly addressed to Utah Valley University Procurement Services and clearly marked with:

1) Request for Proposal  
2) The proposal number  
3) Firm’s name and address

2.08. **Time for Evaluation.** All proposals shall remain valid for a minimum of 60 calendar days after the Proposal Due Date to allow adequate time for evaluation.

2.09. **Evaluation of Proposals.** The University may award a contract based on initial proposals received without discussion of such proposals with suppliers. Accordingly, each initial proposal should be submitted with the most favorable price and service available. The University reserves the right to negotiate with any or all offering proposals, to reject any or all proposals, and to call for best and final offers after negotiations have concluded.

2.10. **Oral Presentation.** The University may require an oral presentation by a supplier to supplement their written proposal. These presentations will be scheduled, if required, by Procurement Services after proposals are received and prior to the award of the Contract.

2.11. **Gratuities.** By written notice to the firm(s), the University may disqualify from consideration or cancel any subsequent contract, if it is found by the University that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the firm, or any agent or representative of the firm, to any officer or employee of the University with the intent to secure this contract or secure favorable treatment with respect to the awarding or amending of this contract.

2.12. **Award of the Contract.** Upon completion of the evaluation process, the University may award the contract ("Contract") to the firm whose proposal is determined to be most advantageous to the University. Procurement Services is the only agency authorized to award a Contract for the proposed purchases. All pertinent University policies and State of Utah purchasing codes and State procurement policies and procedures apply.

2.13. **Contract Period.** The contract term will be from the date of award through completion of the project.

2.14. **News Releases.** News releases pertaining to the RFP, any proposal, or the Contract will be made only by the University.

2.15. **Protected Information.** State procurement rules, as well as the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1953), as amended ("GRAMA"), provides that all proposals may be disclosed to the public after notice of the selection of the successful firm(s) and after receipt of a GRAMA request. Any person (firm) who believes that a record should be protected as outlined in R-33-3-204.1, should complete the enclosed "Claim of
Business Confidentiality" form. Failure to complete this form will result in the disclosure of your proposal if a GRAMA request is received. Pricing and service elements of any proposal will not be considered proprietary. All material contained in and/or submitted with the proposal becomes the property of the University and may be returned only at the University’s option.

2.16. Incurring Costs. The University will not be liable for any cost which firms may incur in connection with the preparation or presentation of their proposal(s). Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

2.17. Addendum to RFP. In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all suppliers on record as having received this RFP.

2.18. Other Communications. During the RFP process (from the date of issue through the date of contract award or other final decision) Procurement Services is the sole source of official information regarding this RFP. All other communications, both spoken and written, which are received by any representative of the firm from other sources (such as employees in the using department) should be confirmed by the firm with the buyer in Procurement Services assigned to this RFP as being true and accurate prior to incorporating such information into their response. This refers to both formal and informal conversations and communications. Significant changes to the RFP will always be issued as a formal, written addendum.

2.19. Alternative Proposals. A supplier may submit more than one proposal, each of which must follow the Proposal Response Outline (section 4.01 herein) and satisfy the requirements of this RFP. The supplier's primary proposal must be complete and comply with all instructions. The alternative proposal(s) may be in abbreviated form following the Proposal Response Outline but providing complete information only for sections which differ in any way from those contained in the primary proposal. If alternative proposals are submitted, the supplier must explain the reasons for the alternative(s) and the comparative benefits. Each proposal submitted will be evaluated on its own merits.

2.20. Authorized Firm Representatives. The proposal will list the name, title, office address, telephone number, fax number and e-mail address (if available) of the person(s) authorized to represent the firm regarding this RFP. The University reserves the right to negotiate a change in the individual assigned to represent the firm awarded this contract if the assigned representative is not supplying the needs of the University appropriately. The right shall carry forward through the response period and during the term of the contract.

2.21. Award of Subcontracts. For each subcontract, if any, which the supplier proposes to award, the supplier shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any supplier proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by Procurement Services is required prior to the awarding of any subcontracts. Any subcontractor shall be required to provide evidence to the University of the same insurance provisions and coverages as described in section 2.29 of this RFP.
2.22. **Assignment.** The firm shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of Procurement Services. Assignment or subcontracting shall in no way relieve the supplier of any of its obligations.

2.23. **Remedies.** The laws of the State of Utah shall apply in all disputes arising out of this RFP, without regard to Utah choice of law rules.

2.24. **Compliance.** The supplier hereby agrees to abide with all applicable federal, state, county and city laws and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.

2.25. **Cancellation.** Inadequate delivery, unsatisfactory service or failure to adhere to the Contract covenants may result in cancellation of the Contract. The firm shall be responsible for reimbursing the University for expenses incurred as a result of unacceptable service. In the event that either party determines that a material breach has occurred that would be cause for cancellation of the Contract, the party wishing to cancel shall notify the other party of the alleged breach in writing, and allow the other party thirty (30) days in which to cure the alleged breach. If the alleged breach is not cured or substantial steps to cure the alleged breach are not taken within this period, the non-defaulting party may cancel the Contract at the end of said thirty (30) day period.

2.26. **Acceptance of Services Rendered.** The University, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

2.27. **Anti-Collusion.** The submission of a proposal constitutes agreement that the supplier has not divulged its proposal to, or colluded with, any other firm or party to a proposal whatsoever.

2.28. **Indemnification.** The firm shall hold harmless, defend and indemnify Utah Valley University and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to, attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by the firm, or (b) the firm’s use of University premises, or (c) any act, error, or omission on the part of the firm, or its agents, employees, invitees, participants, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of Utah Valley University, its officers, employees or agents.

2.29. **Insurance.** The firm shall maintain, during the term of any resulting contract, comprehensive General, Contractual, Professional and Errors and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverages as required by Federal, State, and local laws governing the services described herein. Proposers shall also maintain all employee-related insurances, in the statutory amounts, such as unemployment compensation, worker’s compensation, and employer’s liability, for its employees involved in performing services pursuant to any resulting underwriting contract. Such coverages may be self funded.

2.30. **Restrictions.** All proposals must clearly set forth any restrictions or provisions deemed necessary by the firm to effectively service the proposed Contract.
2.31. **Right to Reject.** The University reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the University.

2.32. **Accounting.** The firm must keep accurate accounting records of all operations covered by this RFP and is to establish and maintain a system of bookkeeping and accounting satisfactory to the University. The firm should be able to summarize and concisely report pertinent information in a timely manner through the duration of any contract resulting from this RFP.

2.33. **Relationship of the Parties.** In assuming and performing the obligations of any Contract, the University and any firm shall each be acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner or employee of the other.

2.34. **Equal Opportunity.** No supplier of goods and/or services under this RFP or any Contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, color, religion, national origin, gender, pregnancy, childbirth, pregnancy-related conditions, age, disability, veteran status, genetic predisposition, or otherwise provided by state and federal law.

2.35. **State and Local Taxes.** The University is exempt from State of Utah sales and excise taxes (State of Utah Sales Tax Exemption number: 11843640-002-STC). Exemption certification information appears on all purchase orders issued by the University and such taxes will not apply to the University unless otherwise noted.

2.36. **Payment and Performance Bonds.** The University reserves the right to require a faithful performance bond in an amount to be mutually agreed upon if a contract for service is entered into with any agency.

2.37. **Price Reduction.** If at any time after the award of a contract, the successful firm reduces the price of any article or service covered under the contract resulting from this RFP, the successful firm shall give the University proportionately reduced pricing for such articles or services.

2.38. **Solicitation of Employees.** The selected firm and the University agree not to solicit each other's employees for a period of 2 years following completion of contract.

2.39. **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review.

2.40. **Status Verification System.** If a Contract is awarded through this RFP for the physical performance of services within the State of Utah, supplier or supplier's agent, contractor, subcontractor or service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of Supplier's or Supplier's agent's, contractor's, subcontractor's or service provider's employees hired on or after July 1, 2009 and employed in the State of Utah, in accordance with UCA Section 63G-11-103.
SECTION 3 - SPECIFICATIONS

3.01. **Summary.** Utah Valley University IT Help Desk is seeking a software solution to provide clientless live chat and remote support capabilities. The vendor’s proposal should include details regarding the proposed software and server appliance needed to host the proposed software.

3.02. **Supported Platforms.** The software solution must be compatible with the following platforms:

   A. Windows – all current versions
   B. Macintosh – 10.4 and above
   C. Linux
   D. Please specify which Mobile Devices are supported, such as Blackberry and Windows Mobile Devices

3.03. **Remote Software Requirements.** Remote software must include the following features:

   A. Multi-monitor Support (Required)
   B. File Transfers (Required)
   C. Regain Remote Session after Restart (Required)
   D. Clientless Access (Required)
   E. Encrypted Session Connection (Required)
   F. Ability to Remote through Access Barriers such as Firewalls, Routers, or NAT (Required)
   G. Canned Answers & Scripts (Preferred)
   H. Viewing Snapshot of System Information (Preferred)
   I. Session Upgrade & Transfer (Preferred)
   J. Multiple Groups or Queues with Dedicated Seats (Preferred)
   K. Recording the Remote Session for Playback (Preferred)
   L. Ability to Handle Multiple Remote Sessions (Preferred)
   M. Boot Session to Safe Mode (Preferred)
   N. Session Surveys (Describe)
   O. File Store (Describe)
P. Website URL Push (Describe)

Q. Capable of Presentation Mode (Describe)

3.04. **Chat Software Requirements.** Chat Software must include the following features:

A. Simple Click to Chat Access (Required)

B. Encrypted Session Connection (Required)

C. Clientless Access (Required)

D. Ability to Chat through Access Barriers such as Firewalls, Routers, or NAT (Required)

E. Multiple Groups or Queues with Dedicated Seats (Preferred)

F. Canned Answers (Preferred)

G. Ability to Elevate Chat to a Remote Session (Preferred)

H. Ability to Handle Multiple Chat Sessions (Preferred)

I. Allow Team Communication (Describe)

J. Session Surveys (Describe)

3.05. **Software Integration Requirement.** Software must integrate with BMC Service Desk Express, version 10. Provide a detailed explanation of the proposed software’s ability to integrate with BMC Service Desk Express.

3.06. **Server Requirements.**

A. Specify the server requirements for the proposed solution. If the solution requires a separate server, respond to the following:

1. Specifications of server
2. Where the server is hosted
3. List the cost of the server as a separate line item in the cost proposal

3.07. **Annual Maintenance Agreement.** Provide details regarding the annual maintenance agreement. If there are multiple levels of agreements available, include details regarding each level and a separate line item for each in the cost proposal. The Annual Maintenance Agreement should include the following as a minimum:

A. Software Upgrades

B. Hardware Failure, including Parts
C. Technical Support

D. Temporary Offsite Hosting in the event of a hardware/software failure

3.08. **Installation & Branding Support.** The cost proposal should include a line item for initial installation and branding support. Onsite installation support is not required.

3.09. **Licensing.** Proposals should outline the available licensing options. The cost proposal should include a pricing schedule for each licensing scheme. UVU’s ideal licensing scheme is by session and includes shared licenses. Proposals should describe how the vendor will handle licenses added during the contract year.
SECTION 4 - PROPOSAL RESPONSE OUTLINE

4.01. Proposal Response Outline. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to comply with the following sections:

A. LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the firm’s company, the name, address, telephone number, fax number and E-mail address of the person(s) to be contacted along with others who are authorized to represent the company in dealing with this RFP. Any other information not appropriately contained in the proposal itself should also be included in the letter.

B. EXECUTIVE SUMMARY. An executive summary will briefly describe the firm’s approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

C. DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain a specific response in outline form to each section in this RFP which requires a response. Outline numbers should correspond, in order, to the section numbers contained in this RFP. Failure to provide written response to items indicated in this RFP will be interpreted by the University as an inability by the firm to provide the requested product, service or function.

D. REFERENCES. At least five (5) references for customers which have used services similar to those required by the University are to be provided. Include business name, address, phone number and contact person for each reference. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction.

E. COST PROPOSAL. The firm must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal.

F. MISCELLANEOUS. Additional information and attachments, if any may be submitted by the firm. The firm may be asked to furnish a current audited financial report for the company’s most recent fiscal year.
SECTION 5 - PROPOSAL EVALUATION

5.01. **Evaluation Process.** All proposals in response to this RFP will be evaluated in a manner consistent with Utah Procurement Code and all applicable rules and policies.

In the initial phase of the evaluation process, an evaluation committee will review all proposals received in a timely manner. The proposals will be opened so as to avoid disclosure of the contents to competing firms. All proposals will be held in strict confidence by those appointed to evaluate the proposals until the contract has been awarded. A register of the proposals will be made available to the public after the contract award.

The following procedure will be followed in the evaluation process:
- Non-responsive proposals (those not conforming to RFP requirements) will be eliminated first.
- The remaining proposals will be carefully evaluated to eliminate from further considerations those proposals which, in the judgment of the committee, fail to offer sufficient and substantive provisions to warrant further consideration.
- At the conclusion of this initial evaluation phase, finalist vendor proposals will be selected for detailed review and evaluation.

The University reserves the right, as provided by Utah state law, to negotiate with the finalists and to call for best and final offers. The award of the contract will be made based on the evaluation and recommendation of the committee after study of the best and final offers.

The contract will be awarded on the basis of a determination as to which offer will provide the optimum value to the University. A detailed proposal must accompany the response.

5.02. **Evaluation Criteria.** Proposals will be evaluated in accordance with the following criteria:

- **A.** Ability to meet Remote Software Requirements as specified in Section 3.03
- **B.** Ability to meet Chat Software Requirements as specified in Section 3.04
- **C.** Ability of solution to integrate with Current Software as specified in Section 3.05
- **D.** Cost of proposed solution
- **E.** Ability to meet all other specifications as outlined in Section 3
APPENDIX A - CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Ann., Subsections 63-2-304(1) and (2), and in accordance with Section 63-2-308, asserts a claim of business confidentiality

Company Name

To protect the following information submitted as part of a Request for Proposal.

This claim is asserted because this information requires protection as it includes:

☐ Trade secrets as defined in Section 13-24-2
  o “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

☐ Commercial information or non-individual financial information obtained from a person if:
  (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; and (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

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Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Ann. § 63-2-304 (1) and (2) is classified public or if the government entity determines that the record should be released after balancing interests under Utah Code Ann. § 63-2-201 (5)(b) or Utah Code Ann. § 63-2-401 (6). See Utah Code Ann. § 63-2-308.

Printed or Typed Name  Title

Signature    Date
Appendix B - VENDOR REGISTRATION FORM

Name of Organization ________________________________________________________________

Address _________________________________________________________________________

City, State, Zip __________________________________________________________________

Main Contact Person ______________________________________________________________

Phone Number __________________ Fax Number _________________________________

Taxpayer Identification Number ____________________________________________________

Organization Structure (Please check one)

☐ Individual ☐ Partnership ☐ Corporation

☐ Government Agency ☐ Non-Profit Agency ☐ Public Utility

Small Business? (Y/N) ______

Minority Owned Business? (Y/N) ______

Please describe below the major product(s) or service(s) provided by your company:
______________________________________________________________________________
______________________________________________________________________________

DISCLOSURE STATEMENT
Vendor must disclose any possible conflict of interest with Utah Valley University including, but not limited to, any relationship with any Utah Valley University. Your response must disclose if a known relationship exists between any principal of your firm and any Utah Valley University employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

☐ NO KNOWN RELATIONSHIP EXISTS

☐ RELATIONSHIP EXISTS (Please explain Relationship)

______________________________________________________________________________

I CERTIFY THAT:
1. I, as an officer of this organization or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of this date.

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name __________________________________ Title ______________________

Signature ___________________________ Date ___________________________