

THE UNIVERSITY OF NORTHERN IOWA

REQUEST FOR PROPOSAL NUMBER Q8754

FOR

Classroom Capture Software

**University of Northern Iowa
Purchasing Services
Office of Business Operations
103 Gilchrist Hall
Cedar Falls, IA 50614-0008**

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SECTION 1. INTRODUCTION

The University of Northern Iowa is interested in acquiring software from a reputable vendor with a demonstrated ability to provide product and services in an efficient, professional manner, complying with State and Federal regulations and UNI policies. Such software serves as an enhancement to current supported instructional technologies and should fill the need for a local computer-based lecture/presentation capture software tool.

The University of Northern Iowa, located in Cedar Falls, was founded in 1876. Today, the campus covers 915 acres and consists of six colleges: Business Administration, Education, Humanities and Fine Arts, Natural Sciences, Social and Behavioral Sciences, and Graduate College.

This document sets forth the requirements of the University, and provides background information to put these requirements into perspective.

The required documentation of expertise and qualifications outlined in this request are intended to serve primarily as a general guide for each statement of qualifications. Each Vendor is expected to submit a fully detailed statement of qualifications, which adequately describes the advantages and benefits the University would realize by selecting the Vendor.

SECTION 2. INSTRUCTIONS TO VENDORS

2.1 Submission

Proposals are to be submitted in an envelope or other container and labeled as shown below:

Request for Proposal # Q8754
Purchasing Services
The University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, Iowa 50614-0008

All Vendors must furnish one (1) original written copy and one (1) electronic copy of their proposal. All copies are to be signed by an officially authorized representative of the Vendor.

There will not be a public opening of the proposals.

Your proposal must be received at University of Northern Iowa Purchasing Services by 3:00 p.m., CST, **October 6, 2009** to receive consideration. Any proposal received after the date and time specified for the receipt of proposals shall not be considered and shall be returned unopened.

Vendors are expected to comply with all terms, conditions and instructions in this Request for Proposal and must furnish all required information.

Proposals should be prepared simply and economically. Proposals should provide a description of the Vendor's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

All proposals that are submitted on time become the property of the University of Northern Iowa and will not be returned to the Vendor. The proposal of the successful Vendor will be incorporated by reference into the ensuing contract.

2.2 Signature

A legally authorized representative of the Vendor must sign the proposal. The individual signing the proposal certifies that the proposal is made without collusion with any other person, persons, vendor or parties submitting a proposal; that it is in all respects fair and in good faith and without collusion or fraud, and that the signer is legally authorized to bind the principal Vendor.

Additionally, all erasures or corrections to bid data or language throughout the proposal must be initialed by the person signing the proposal.

2.3 Modification or Withdrawal

Prior to the date and time designated for the receipt of proposals, proposals submitted early can be modified or withdrawn only by written notice to the University of Northern Iowa Purchasing Services. Such notice must be received in Purchasing Services on or before the date and time for receipt of proposals. Withdrawn proposals may be resubmitted up to the date and time designated for receipt of proposals.

Offered prices and terms shall remain firm for acceptance for ninety (90) days after the date and time scheduled for the receipt of proposals. Proposals may not be modified or withdrawn during that time unless as a result of a clarification or negotiation requested by the University.

2.4 Definitions

The following terms, when used in this Request for Proposal, are to be defined as follows:

University: The University of Northern Iowa, also referred to as UNI.

Vendor: A firm, person, company, or corporation submitting a response to this Request for Proposal.

Responsible Vendor: A firm, person, company, or corporation who has the capability in all respects to perform fully the contract requirements and who also has the integrity and reliability that will assure good faith performance.

Successful Vendor: The firm, person, company, or corporation receiving the award and with whom a successful contract is negotiated.

RFP: Request for Proposal.

Contract/Agreement: These terms are used interchangeably throughout this document.

Addenda: Written or graphic information issued by University of Northern Iowa Purchasing Services prior to the due date for receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.

Offer or Proposal: The response to this Request for Proposal.

Purchasing Services: The University of Northern Iowa

Solicitation: This Request for Proposal.

2.5 **Multiple Proposals**

If more than one method of meeting the listed specifications, each should be labeled, "Primary", "Secondary", etc., and submitted separately. Submittals will be evaluated in the specified priorities.

2.6 **Addenda**

Purchasing Services shall issue any and all interpretations, corrections, revisions, and amendments to prospective Vendors in the form of written addenda. All addenda issued shall become a part of the contract documents and must be acknowledged in the Proposal Form by all Vendors. Any addenda or instructions issued by the University of Northern Iowa prior to the designated due date and time for receiving proposals will become a part of this Request for Proposal. No instructions or changes will be binding unless documented by Purchasing Services.

2.7 **Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to the contract award are solely the responsibility of the Vendors. The University of Northern Iowa will provide no reimbursement for any costs associated with a Vendor's participation in the Request for Proposal process.

2.8 **No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Vendor or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this provision, the University of Northern Iowa shall have the right to reject the proposal, annul the contract without liability, or, at its sole discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.9 **A Submission of a Response to the RFP Represents that your firm has:**

2.9.1 Read and completely understands the RFP documents.

2.9.2 Promptly notified the University of any ambiguity, inconsistency or error discovered upon examination of the proposal documents.

2.9.3 Become completely familiar with the conditions and requirements.

2.9.4 Based its proposal upon those conditions and requirements.

2.9.5 Understood that proposals may be rejected because of faulty specifications, failure to comply with the requirements of the conditions and specifications of the RFP, abandonment of the project, insufficient funds, evidence of unfair bidding procedures, including collusion, evidence of Vendor's financial instability, or by the Purchasing and Payables Manager or designee if, in their opinion, the best interest of the University will not be served.

2.9.6 Understood that delivery and completion dates will be part of the evaluation criteria in determining the award, if applicable.

2.10 Submission

If a proposal is sent by mail, the Vendor shall make allowance for the time required for such transmission. The Purchasing Services representative whose duty it is to open proposals will decide when the specified time has arrived and no proposal received thereafter will be considered.

2.11 Receipt

All proposals received prior to the date and time specified for the receipt of proposals will be considered. Opening of any proposal does not mean the proposal has fully complied with all proposal requirements. Later review of each proposal may reveal failure on the part of the Vendor to provide all required proposal documents. Failure to supply information requested may be cause for rejection of the proposal as non-responsive. The University shall be under no obligation to provide any Vendor with an opportunity to submit the missing documents. However, the University reserves the right to request any missing bid document if no competitive advantage will be realized.

2.12 Additional vendor terms

Each Vendor shall include in its proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted. Unacceptable terms and conditions added by the Vendor may cause the University to award to another Vendor, despite pricing differences.

2.13 Qualifications of Vendors

2.13.1 The University shall make such investigations deemed necessary to determine the ability of the Vendor to service the University's needs and requirements.

2.13.2 The University reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the University that the Vendor is properly qualified and possesses the capabilities and resources to carry out the obligations of the potential contract. In submitting a proposal, adequate information regarding these capabilities shall be provided by the Vendor.

2.13.3 Additionally, the Vendor shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

2.13.4 The Vendor shall keep informed of, and shall comply with, all applicable codes, laws, ordinances, rules, regulations and orders of the municipal, state, and federal government, or other public bodies having jurisdiction affecting this RFP.

2.14 Questions and Comments

Questions and comments with reference to this Request for Proposal must be directed to:

Molly Rickert
University of Northern Iowa
Purchasing Services
Phone: 319-273-6448
Fax: 319-273-3009
Email: molly.rickert@uni.edu

SECTION 3. SPECIFICATIONS

- 3.1 Ability to record both an audio and multiple video feeds as well as a PowerPoint and/or video screen capture (not still images) on either a Windows or Macintosh system
- 3.2 Classroom capture software must have an easy to use interface for recording (one button recording)
- 3.3 Ability for viewer to take notes during live capture or a pre-recorded capture that are synchronized with the recorded content
- 3.4 Ability to search notes of captured content
- 3.5 Ability to search text displayed in a PowerPoint presentation used during capture
- 3.6 Ability to automatically create podcasts and enhanced video podcasting as well as RSS feeds for recordings
- 3.7 Ability to broadcast a capture event live
- 3.8 Ability to integrate with Active Directory security groups on campus
- 3.9 Remote scheduling of a classroom capture can be done by date and time
- 3.10 Ability to download and view a copy of a capture
- 3.11 Ability to analyze end user usage data (i.e. how often and what parts of captured content session is a person watching)
- 3.12 Ability to record content while not connected to a network (off-line recording)
- 3.13 Ability for presenter to edit their own captured content
- 3.14 Automatic thumbnail indexing of captured content
- 3.15 System can be locally hosted or hosted by Vendor (clarify in proposal response)
- 3.16 Captured content must be able to be viewed using an Internet browser
- 3.17 Captured content is automatically made available online via a variety of formats

SECTION 4. PROPOSAL RESPONSE REQUIREMENTS

The intent of this section is to assist in the preparation of a complete proposal. A Vendor's proposal may not be considered, and may be rejected as non-responsive, if it does not include the items listed below. Please provide a signed and fully completed Form of Proposal and all requested information. Label each response with the item number it refers to. If you cannot answer a question or provide the requested information, do not skip it. Indicate "Don't Know" or "Not Applicable" and explain.

4.1 Pricing- Submit as Supplement 1.

4.1.1 Please submit itemized pricing in regards to proposed system and above specifications. Include annual license fee for an estimated FTE of 13,000.

4.1.2 Include pricing and information for the option of piloting the proposed software for a minimum of six months.

4.1.3 Submit software installation fee. Please reference whether software will be locally hosted or hosted by vendor. If both options are available please list pricing for both.

4.1.4 Provide hosting fees, as well as any other fees the University may be required to pay.

4.2 References- Provide three references that the University may contact for which you have provided the same software within the past three (3) years. Please include name, title, company name, address, phone number, and email address. The University reserves the right to check additional sources or make any further investigations deemed necessary. Submit as Supplement 2 of RFP response.

4.3 Maintenance and Support – Attach as Supplement 3

4.3.1 Describe the process required, from a technical standpoint, to install a new release of your software

4.3.2 Describe the frequency and distribution process for maintenance and release changes

4.3.3 Provide a Service Level Agreement that describes the support service availability including response times and escalation procedures for both technical and application questions and problems. Include all avenues of support: phone, online, email, fax, etc.

4.3.4 Describe the support options available with pricing (i.e., 24x7 support); and indicate if on- site response is available within 24 hours or problem notifications

4.3.5 Must include specification and pricing of the warranty terms, periods and conditions for all proposed software components. The vendor should include descriptions of the types of problems covered by the warranty and details of service centers, staff and help desk hours and response time to call.

4.4 All exceptions to Specifications or Terms and Conditions clearly stated on the Proposal Compliance Form (Attachment A)

SECTION 5. STANDARD TERMS AND CONDITIONS

Unless a Vendor expressly and specifically states otherwise in its written proposal, submission of a proposal indicates the Vendor's acknowledgement and acceptance of the following terms and conditions:

5.1 University Right

The University of Northern Iowa reserves the right to accept or reject any or all proposals, waive irregularities, to accept any part of a proposal, to withhold the award, and to make no award as is deemed to be in the best interests of the University.

5.2 Vendor/Proposal Obligations

5.2.1 The successful Vendor must be licensed to do business in the State of Iowa and comply with provisions of Chapter 490 of the Iowa Code.

5.2.2 The proposal constitutes an offer by the Vendor which shall remain open and irrevocable for a period of ninety (90) calendar days from the due date.

5.2.3 The Vendor consents to the University contacting and obtaining any information relevant to this Request for Proposal from the references identified by the Vendor in its proposal or other sources deemed appropriate by the University.

5.2.4 Failure to supply information requested may be cause for rejection of the proposal as non-compliant.

5.2.5 Determination of compliance and responsiveness to the requirements of the RFP will be made after a thorough and careful review of the proposals. Public review of the submitted proposals will not be possible until an award has been made and the University has removed any trade secret, confidential or proprietary information, if any, from the proposals.

5.3 Formation of the Agreement- UNI will accept a proposal, as written, by issuing a written "Notice of Award" to selected Contractor that incorporates the proposal documents by reference and accepts all or selected portions of company's proposal. The notice of award may be in the form of a UNI Purchase Order.

5.4 Termination – Non-appropriation of Funds

Notwithstanding any other provisions, if funds anticipated for the continued fulfillment of the resulting agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the agreement without penalty by giving not less than thirty (30) days written notice documenting lack of funding.

5.5 Assignment

Any contractual agreement resulting from this Request for Proposal may not be assigned or transferred by the Vendor without prior written consent of the University and the bonding company if appropriate.

5.6 Indemnification

5.6.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

5.6.2 In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

5.7 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company's noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

5.8 Laws

Terms and provisions of this proposal and any agreement resulting from this proposal shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this proposal or agreement resulting from this proposal shall be instituted in the appropriate courts of the State of Iowa.

5.9 Iowa Preference Law

Preference shall be given to purchasing products produced within the State of Iowa, when they are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states, according to *Iowa Code* §§73.1.

5.10 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

5.11 Remedies Upon Default

In any case where the Vendor has failed to deliver services or has delivered non-conforming services, the University shall provide a 10 day right to cure notice. If the Vendor continues to be in default, the University may procure substitute services from another source and charge the difference between the contractual price and the market price to the defaulting Vendor.

5.12 IMPORTANT – Exceptions to Contract Documents

The Vendor shall clearly state in the submitted proposal any exceptions to, or deviations from the specific RFP Instructions, Specifications, Form of Proposal, Evaluation Criteria, and/or any exceptions to these Terms and Conditions. Such exceptions or deviations will be considered in evaluating the proposals.

Vendors are cautioned that exceptions taken to this Request for Proposal may cause the proposal to be rejected.

5.13 Insurance Requirements

Company shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage and comprehensive automobile

liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. In addition, Company shall purchase and maintain errors and omissions insurance to protect UNI from any losses associated with Company's acts. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker's Compensation Statutory
Comprehensive General Liability \$1,000,000 each occurrence*
Commercial Auto Liability \$1,000,000 each occurrence*
Errors and Omissions \$1,000,000 each occurrence*
*\$2 Million aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

5.14 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

5.15 Acts of God

Whenever a company's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of Company to promptly advise the University. UNI may elect to cancel all orders on file with Contractor and place the order with another company.

5.16 Advertising

Company shall not use or reference the name of University of Northern Iowa as a part of any commercial advertising without prior written approval of UNI's central administration and its Trademark and Licensing Office.

5.17 Taxes

The University of Northern Iowa is exempt from taxes for services rendered, equipment or parts supplied for this contract. Exemption certificates will be furnished upon request.

5.18 Trade Secret or Proprietary Information will be handled as follows:

5.18.1 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such, and are protected by Iowa law may be withheld, if clearly identified as such in the proposal, unless disclosure is required by law or court order. Pricing information and discounts offered cannot be considered proprietary information.

5.18.2 Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal shall relieve University personnel from any responsibility, should such information be accidentally released or viewed by a competitor or the public.

5.19 Targeted Small Business

The University is committed to the development of Targeted Small Businesses, a State of Iowa program. If subcontracting is necessary, the Vendor will make every effort to use Targeted Small Businesses in the performance of this contract. A report will be required at the completion of the contract indicating the extent of Targeted Small Businesses participation. A description of the Vendor's expected efforts to solicit Targeted Small Businesses participation should be enclosed with the proposal.

5.20 Miscellaneous Terms and Conditions

No individual, department, school, college or office at the University of Northern Iowa has the authority to solicit or receive official proposals other than Purchasing Services. All solicitation is performed under the direct supervision of the Director of Business Operations and in accordance with University, Regent, State and Federal laws, policies, procedures and guidelines.

5.21 Most Favored Nation

The selected Vendor represents that the terms, conditions and prices established under the subsequent contract resulting from this Request for Proposal are equal to or better than those offered to other institutions, comparable universities, colleges, and/or community colleges. If during the term of the contract, the selected Vendor offers more favorable terms, conditions or prices to another institution, comparable universities, colleges and/or community colleges, the selected Vendor agrees to notify the University of Northern Iowa. The contract resulting from this Request for Proposal shall be amended to reflect the more favorable terms, conditions or prices.

SECTION 6. FORM OF PROPOSAL

6.1 Bidder agrees to all Quote Specifications in Section III of this RFQ

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A

6.2 Bidder agrees to all Terms and Conditions contained in Section I and II

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A

6.3 Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information.

The sections of this quote listed below represent trade secrets or proprietary information.

<u>Section</u>	<u>Page No.</u>	<u>Section Page</u>	<u>No.</u>
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_____	_____	_____	_____
_____	_____	_____	_____

6.4 Payment Terms: _____

6.5 Vendor Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address: _____

Firm's State or Foreign Country of Residence _____

Telephone Number _____

Fax Number _____

Email _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

ATTACHMENT A
EXCEPTIONS/ALTERNATES

Please list any and all exceptions/alternates to this RFQ in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

[] We have no exceptions/alternates to this RFQ

[] We have the following exceptions/alternates to this RFQ

Page Number	Section	Exception/Alternate
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