March 28, 2016

To: **Prospective Bidder**

Subject: **Request for Proposal**

Grand Valley State University is accepting proposals for a **SIEM Security Intelligence Solution** for our Information Technology Department, please reference the attached instructions and specifications.

If you wish to bid on this security solution, please submit your proposals for bid #216-36 no later than 10:00 AM Friday, April 15, 2016. E-mail your proposal to: **RFP-Received@gvsu.edu**

Your proposal must be received electronically by the bid opening date and time. Grand Valley State University is not responsible for e-mail bids affected by spam or not received by the bid opening date & time. No fax, verbal, or telephone proposals will be accepted.

<u>Before submitting proposal, check to be sure that:</u>

1.   The Proposal/Certification/Contract form is signed and witnessed.*
2.   All addenda received are acknowledged

*Note: Electronic submission becomes your authorized signature

Thank you for your participation,

Valerie Rhodes-Sorrelle, C.P.M.
Senior Strategic Sourcing Specialist

SIEM Security Intelligence Solution

Bid #216-36

INTRODUCTION

Grand Valley State University, established in 1960, is a four-year public university. It attracts more than 25,000 students with its high quality programs and state-of-the-art facilities. Grand Valley provides a fully accredited undergraduate and graduate liberal education and has campuses in Allendale, Grand Rapids, and Holland and centers in Muskegon and Traverse City. Grand Valley is the comprehensive regional university for the state's second largest metropolitan area and offers 78 undergraduate and 29 graduate degree programs. The university is dedicated to individual student achievement, going beyond the traditional classroom experience, with research opportunities and business partnerships. This combination of educational offerings helps Grand Valley to fulfill its mission of educating students to shape their lives, their professions, and their societies.

As a model for sustainable development, Grand Valley State University fosters responsible economic growth. First-rate faculty and staff, who are attracted to the university's rich academic culture, liberal education, and state-of-the-art facilities, share their expertise, their time, and their knowledge with students. The university's outstanding students learn critical thinking skills and are transformed into enterprising individuals who are well prepared to take leadership roles in their professions and in their communities. The university community comes together to make Grand Valley a significant force on the area's economy.

Grand Valley's growth in size and prestige contributes to continued economic growth in the entire region. Grand Valley's more than 27,500 students, faculty and staff made a total estimated impact of $730 million in Kent, Ottawa, and Muskegon counties during fiscal year 2013-2014. This reflects the ripple effect of university, employee and student expenditures, and related job creation in the area. In that year, more than 7,000 students participated in internships, practica, and student teaching. Grand Valley Community members participated in more than 1 million hours of volunteer service work last year.

Grand Valley represents top performance and top value. The university has been recognized for 19 straight years as one of "America's 100 Best College Buys" because of the high-quality education opportunities it provides at an affordable tuition rate. In 2013, Grand Valley State was named one of the best universities in the Midwest by The Princeton Review and U.S. News and World Report ranked Grand Valley as a best regional university in the Midwest.

Request for Information
SIEM Project
Grand Valley State University
Bid #216-36

Contents

Grand Valley State University

Technical Environment

Grand Valley State University has a diverse variety of technology deployed to serve the needs of the organization. On average, the University sees 15,000 events per second in log data from its variety of systems. An overview of our technical environment is available on request to verified vendors by contacting Greg Vedders (veddersg@gvsu.edu).

SIEM Project

We have launched a project to implement a SIEM/Security Intelligence solution that will allow the consolidation of system logs across our entire infrastructure, and the collection of deeper endpoint and network intelligence. This should provide the ability to alert us to ongoing issues and to track incidents back to an original event or series of events. The solution should also allow the integration of other threat and intelligence data from both internal and external sources.

It is our goal to gain as much information about your product as possible. Below are the requirements for our internal system. Many of the questions in the text that follow are our attempt to gain a thorough understanding of your offering.

Internal Project Information

The objective of this project is to define and implement a Security Information Platform that:

- Will provide pervasive visibility into our IT environment, allowing for the detection of complex threats through real-time correlation and analysis of data, resulting in actionable intelligence and real-time alerting.
- Will provide for the collection, normalization and retention of logs.
- Provides extensive visibility and coverage of our entire IT environment.
- Is flexible enough to allow for inputs from widely varied sources.
- Support our existing security products at both server and client level.

The project schedule calls for the design and implementation of the solution to begin no later than **July 1, 2016 and proceed until December 31, 2016**. At this point all testing should be completed and the solution will be completely deployed throughout the organization. The schedule milestones and timeline will be developed jointly.

Requirements

The solution must:

- Provide the flexibility to collect from any device or software currently in use in the environment
- Provide an easy-to-use GUI interface that enables proficiency with minimal training
- Provide a web interface that does not have dependencies such as Flash or Java
- Employ security measures to limit access to the solution
- Enable reporting across all functions
- Provide a user friendly interface for custom report creation and distribution

- Be easily and cost-effectively scale-able
- Provide for centralized administration
- Possess capability for expansion
- Be supported with implementation, training and help desk services
- Be supported with documentation
- Be able to support at least **15,000** EPS with all components

RFP/RFI Process

The RFP/RFI Process will proceed on the following schedule:

March 28, 2016 – the request for proposal will be distributed
April 1, 2016 – the due date for vendor clarification questions
April 8, 2016 – the date Grand Valley State University will respond to requests for clarification
April 15, 2016 – final date for proposal submittal.
April 15 – May 30, 2016 – Vendor demonstrations / POC

Vendor Selection will be made in early **June 2016**.
Proposals and corresponding documentation during the RFP/RFI process should be emailed to
RFP-Received@gvsu.edu. Questions should be addressed to **Greg Vedders (veddersg@gvsu.edu)**.

Due to the sensitive nature of the information contained in the Architecture Discovery Document,
please email **Greg Vedders** (veddersg@gvsu.edu). The information will be disseminated upon
verification of requester.

Demonstrations

A proof-of-concept and/or demonstration of software feature and functional capabilities will be
scheduled with Grand Valley State University and are scheduled to be conducted during the month of
May 2016 in our facility. The demonstration should highlight the capabilities and functionality of the
proposed solution. Demonstrations will by invitation at the University's discretion.

VENDOR INFORMATION

Vendor Background

Please provide the following background information with the proposal:

A brief organizational history, including the amount of time spent supporting Higher Education
organizations

Please provide a description of your company's size (# of employees) and organizational structure.

Provide an approximation of the proportion of the organization that is solely focused on your
SIEM/Security Intelligence solution.

Have all components of your solution been designed and developed in house? If not, please indicate
which components have been externally developed and provide a detailed description of how they
integrate with your core product.

Focus and Mission

What is your organization's mission?

What is the core focus of your company?

What is your process to facilitate continuous improvement?

Please provide details as to any industry awards held by your organization, relevant to SIEM / Security Intelligence.

Client Base and References

Can you provide customer references of three existing customers? We prefer those from similar sized universities

Log Management

Platform

Please provide an exemplary list and description of how log and machine data is collected by your solution.

Please provide a full list of systems, applications, and devices supported out-of-the-box by your solution.

How are new systems, applications and devices added to the out-of-the-box supported list?

How are custom system, application and device logs handled?

Are there differences in how your solution processes logs from custom vs. out-of-the-box devices? Are there any differences in how reporting, analysis, etc., are performed from one type of log to another?

Does your solution support collection of security scan logs (e.g. NESSUS, Qualys)?

How does your solution integrate with cloud services (e.g. Office 365, Azure, Google Apps)?

Log Collection

What impact does the collection method have on the log source?

Are logs collected in real-time, batch mode or both?

Is your solution able to schedule and compress log collection from remote sites?

Does your solution allow log data to be securely communicated throughout the log collection mechanism?

Does your solution require an agent for any collection methods or are all collection methods supported without an agent? If so, how do agents communicate with your product: Is it a two-way communication, What ACLs / network ports need to be open to enable communication? Please provide detail.

Does your solution support the ability to scan a Windows domain to automate discovery and event collection from windows hosts?

Does your solution allow log collection to be continuous in the event communication with the back end platform is temporarily interrupted?

Does your solution allow for log collection across data diodes, if so describe how this is implemented.

Does your solution include alerting that can be easily configured if a source stops sending log data?

File Integrity and Endpoint Monitoring

Does your solution provide integrated File Integrity Monitoring (FIM)? Does the File Integrity Monitoring capability capture the identity of the user generating the FIM events?

Does the File Integrity and endpoint monitoring include support for both Windows and *Nix platforms? Please list all that are supported.

Does your solution provide integrated endpoint process monitoring?

Does your solution provide integrated endpoint Windows Registry Monitoring?

Log Storage

Does your solution utilize any storage methodologies for addressing different ages of log or event data (e.g. hot vs. cold storage)?

Does your solution provide storage for long term trend visualization and analysis (e.g., data warehousing)?

Log Archival

How are logs stored for long term retention?

Are there any integrity checks performed on logs stored for long term retention?

What is the process for retrieving logs stored in long term storage?

What storage mediums can be used for storing log data for long term retention?

Do you allow for compression in archives? If so, what compression ratio is provided?

Can a discrete set of logs defined by the user be retrieved from long term storage for analysis, or what are the minimum criteria for retrieval?

Event Management
Log Analysis
Is log analysis performed in real-time?

Please describe your data enrichment capabilities, including the number of available fields and the type of information that they contain.

Is a query language required to search data (e.g SQL, RegEx), or are queries built using a visual wizard?

How does your solution normalize the time/timestamp of log data?

Can your solution correctly timestamp logs that are delayed (e.g., by an agent connection failure)?

What types of visualizations does the product use to represent search results?

How can search results be filtered or pivoted?

Are there restrictions in the size of search results?

Are large search results represented in a single view or does your product paginate large search results?

How does your solution correlate events (real time, historical, mixture)?

How are alert priorities defined?

How does your solution account for time zone differences when logs are coming in from multiple, geographically separated locations?

Does your solution perform geolocation to IP addresses?

Does your solution perform DNS resolution for IP addresses?

Does your solution provide internal logical context for hosts, networks and organizational entities?

If your solution provides dashboard views, does the dashboard allow for any type of drill down on information presented in the dashboard to view the underlying log data? Please describe.

Can dashboard views be saved and shared among groups specific to a use case such as a Security Analyst or IT Operations?

Does your solution support viewing on a mobile / tablet device without dependence on an app?

Real-Time Advanced Analytics
Please describe your solution's capabilities for creating the advanced analytics rules that will be performed in real-time on ingested log data.

How are advanced real-time analytics rules accessed and created? Is it a GUI-driven interface, command-line oriented, or a combination of both?

Does your solution provide out-of-the-box analytics rules designed for a variety of use cases? Please provide an approximate # of out-of-the-box rules and sample use cases.

Describe how the solution supports scaling for the number of concurrent real-times analytics rules that are active (50/100/500?)

How can users modify existing advanced analytics rules?

Does your solution perform advanced analytics against all log data or a subset? Please explain how.

How many different log/metadata attributes are available for correlation rules?

Describe ways your solution can automatically determine threats based on suspicious patterns of behavior. How is the pattern discovery process automated?

Does your solution have the ability to automatically create whitelists of observed behavior (i.e. without manual intervention)? Please describe.

Does your solution have the ability to automatically learn behavioral or statistical baselines? Please describe.

Does your solution have the ability to leverage correlated or anomaly events back into other correlation or advanced analytics rules?

How does your solution account for pattern recognition for activities/log events received out-of-order?

How does your solution incorporate multiple threat intelligence feeds and information? Do you support feeds from free or subscription based third-party vendors, other methods?

Event Response and Alerting

Does your solution provide for real-time reporting and alerting upon detection of account changes or failures in authentication?

What methods of alerting are included in your solution (e.g. SNMP, SMTP, SMS)?

Does your solution provide an ability to interface with a third party incident response management system (Remedy, Clarify, etc.)?

Does your solution provide out of the box alarms designed to enforce continuous compliance and security best practices.

Does your solution provide the ability to create customized alarms, distributed to specific groups of individuals?

Automated Remediation

Does your solution provide automated remediation? Please describe the capabilities, including those provided out-of-the-box if applicable.

What are the capabilities for customers to add their own automated remediation? Please describe in detail the process for adding custom automated remediation.

Does the automated remediation provide a built-in option for an authorization process required for execution? Please describe.

Incident Management

Does your solution provide incident tracking through an integrated incident management system?

Is your incident management system fully integrated with analysis functions or is it accessed from a separate UI?

Does your incident management system provide for collaboration across multiple users?

Does your incident management system provide an audit trail of all activities performed during the investigation?

What information can be added into an incident? Alarm data? Log data? External files? PCAPs, etc.

In addition to internal incident management capabilities, describe how your solution provides integration with third-party ticketing systems that our organization may utilize.

Does your solution support incident escalation and if so, is it configurable?

Network Forensics
Application Identification
Describe your solutions out-of-the-box application identification capabilities including the number of applications which can be identified.

Search and Filtering
Can your solution filter traffic by individual devices? How?

Does your network forensics solution have the ability to create both simple and complex queries?

How does your solution perform searches across all network data?

Can your solution search attachment file names?

Packet Capture
Is your solution able to capture entire packet traffic including payloads, not just meta-data?

In what format are packet captured for forensic investigation?

Does your solution perform full session packet capture in a PCAP format?

Does your solution provide the ability to choose between capturing all packets and selective packet capture to lower storage requirements? Please describe this capability.

Does your solution provide the ability to reconstruct web, email and chat sessions from the recorded packets?

Analytics
Does your solution have a built-in analytics engine for detecting abnormal network behavior?

Can your solution detect and alert when inappropriate or blacklisted applications are used?

What are the abilities for customers to create customizable rules to detect suspicious behavior?

Do you have the ability to monitor layer 7 traffic and perform deep packet inspection (DPI)?

Do you require a 3rd party solution to perform layer 7 analysis/DPI?

Storage

How are packet captures stored?

How can packet captures be retrieved for further forensic analysis, is there an API or other interface for this?

Deployment

What are the deployment options for your solution?

Integration

How does the network forensic information get integrated into the broader SIEM/Security Intelligence platform?

Is two way integration with the SIEM/Security Intelligence platform possible?

ADMINISTRATION

Ease of Use

Does your solution provide centralized management?

Does your solution provide any type of centralized health monitoring of itself?

Do help guides include guidance for administrators, end users (e.g. analysts) or both?

Is your administration guidance predominantly Wizard or GUI driven?

Employee/User Administration

Employee/User Set-Up

Does your solution integrate with Microsoft's Active Directory?

Does your solution only allow employees who have been set up as users to access the system?

Can an employee's access to your solution be suspended/deactivated temporarily without needing to delete and re-create the user details?

Does your solution allow employees to be grouped together, for example, to reflect departments within our organization, to facilitate employee maintenance?

Can users view their user profile details? If so, can they change any of these details?

Does your solution provide role based discretionary access controls allowing for logical data access separation and discretionary administrative functionality? Please describe these in detail.

REPORTING
General

Does your solution allow reports to be viewed on-screen?

Does your solution include pre-defined reports? What pre-defined reports are included?

Does your solution include reports aligned with auditing/compliance requirements? Please provide examples

Can filters be applied to pre-defined reports? Can the user, for example, restrict the information in the report to a user-specified date range?

Can the results of pre-defined reports be sorted according to different user-specified criteria?

Does your solution allow the generation of ad-hoc and custom reports and report templates? If so, how?

Can reports be exported from your solution, so they can be imported into spreadsheets and/or databases?

Can reports be scheduled, and delivered to the recipients in an automated manner?

Can reports be restricted to different levels of management within the company?

Does your solution include Executive Level reports?

Do you provide tools for customized report development?

Compliance

Provide information on what compliance requirements can be supported by your solution out of the box, with minimal configuration (SOX, HIPAA, PCI, FERPA, etc.)

Does your solution provide the ability to find root causes of non-compliance?

Can compliance packages be customized?

How many compliance-specific out-of-the-box reports, alarms, searches, or saved items are provided with your solution?

TECHNICAL ARCHITECTURE AND SPECIFICATIONS
Technical Architecture

How does your solution scale to meet the requirements of an expanding environment?

How does your solution scale to accommodate additional analysts and concurrent usage?

Does your solution support multi-tenancy? Please explain how data segmentation and administrative rights are addressed.

Please explain options for high availability and disaster recovery.

Can high availability be deployed at individual elements of the solution, or is it an all-or-nothing approach?

Can high availability and disaster recovery options be deployed concurrently?

What does your solution run on (e.g. hardware appliance, VM, dedicated hardware)?

Security

How does your solution authenticate users to prevent unauthorized access to the system?

Describe the security applied to the database to prevent unauthorized access to data.

What type of security is applied to internal communications between client and server machines?

What method of encryption does your solution use to encrypt messages and transactions?

How does your solution store usernames and passwords?

Does your solution provide a way to self-audit and record user activities within the solution itself?

What external, third-party security standards is your solution validated to or certified by?

Does your solution support two factor authentication?

IMPLEMENTATION AND SUPPORT SERVICES
Software Development & Implementation

Please describe where your software development resources are located. Is staff dedicated to the development of your solution or are they working on multiple lines of business / products?

Does your organization provide dedicated, product specific resources for implementation?

Is implementation performed by the vendor, or is a partner model used? If partners, please describe the certification model.

What implementation resources are supplied and what are the responsibilities of each resource (please include facilities, equipment, and personnel/skills)?

What implementation resources would be required from Customer?

Do you have a standard implementation plan/guide?

How do you implement system upgrades and what type of maintenance is required?

To what degree is the customer expected to perform database administration of the solution?

Support

What support options are available?

Please describe your SLA's for support.

Are support representatives responsible for more than one product? Please list all products supported by your support representatives.

How often do you release updates or upgrades to your platform?

How do we receive updates to your platform when there are changes in compliance regulations or new products on the market which may be utilized within our organization?

On average, how many levels of support does an end user need to navigate through before reaching someone directly familiar with your product?

Are your product specific support teams located in the countries or regions where your customers are located? Please describe the locations of these product specific support personnel.

Are any of your support personnel located in the same facilities as your product specific engineering personnel? If not, please explain the process by which your support personnel have access to engineering resources for advanced problem/issue resolution.

What method do you employ to collect customer feedback and incorporate it into future releases?

Training

Do you offer training courses specifically for the product(s) included in the proposal? If so, please list the courses available.

Is training delivered by the vendor or by third party?

Are there online and classroom training options?

Documentation

Is your solution supplied with any documentation? If so, please list how it is provided, electronic, hard copy, etc.

Pricing

What is included with licensing for your solution? Are all collection, correlation, analysis and reporting functions included within license costs?

Is the necessary hardware included in your costs?

How is your product licensed (e.g. per event, per reporting device)?

How are additional not out-of-the-box log sources handled (e.g. no additional cost, professional services)?

EVALUATION PROCESS/CRITERIA

Evaluation Process

Grand Valley State University will evaluate all acceptable proposals based on the criteria identified. The proposal deemed to be the most advantageous and of best value to the University will be awarded the contract for this service

Proposals

You should address all the items listed in the above specifications, in the same order with the same headings if appropriate.

Evaluation Criteria

- Your response to the selection criteria
- Cost
- References
- Industry reviews
- We will request an onsite presentation for the top rated responses after we review the proposals

Instructions to Bidders

1. GENERAL TERM Grand Valley State University's sales tax exempt number is 38-1684280
2. Reference attached specifications
3. All product deliveries shall be FOB delivered to Grand Valley State University with exact location to be determine when purchase order is released.
4. Include with your quotation three (3) references from similar systems
5. Please use the enclosed proposal and contract sheet to record pricing information.
6. Grand Valley State University is requesting guaranteed pricing for Six (6) Months.
7. Grand Valley State University reserves the right to award bids / proposals in the manner that will best suit the University.
8. At Grand Valley State University, socially responsible procurement (defined as supporting diversity, socially responsible procurement, and sustainability) is highly valued. These ideals are fundamental to our academic, research, and athletic excellence. Grand Valley promotes supplier inclusion that is reflective of the diverse business community, and is committed to purchasing environmentally friendly products, while remaining focused on socially responsible procurement methodologies
9. Grand Valley State University endeavors to buy products made in the United States of America whenever an American made* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product. Vendors are requested to bid American-made products and/or services whenever available. Vendors may bid foreign made products or services when:

a. They are specified

b. They are identified as an alternate by the vendor as long as they are technically acceptable.

*More than 50% of the manufactured or assembled in the United States.

10. GVSU reserves the right to accept or reject any or all Proposals not withdrawn before the opening date and to waive any irregularity or informality in the Proposal process. The University reserves the right to conduct discussions, request additional information and accept revisions of Proposals from any or all bidders. The University reserves the right to negotiate with the bidder whose proposal is deemed most favorable.

GENERAL TERMS AND CONDITIONS

1.0   Not Used

2.0   Not Used

3.0   Not Used

4.1   Supplemental Conditions

4.1.1   The Supplier shall comply with the University's policy and procedures (http://www.gvsu.edu/purchasing) and any additional instructions issued from time to time by the University.

4.1.2   During the period of contract, no change is permitted to any of its conditions and specifications unless the Supplier receives prior written approval from the University.

4.1.3   Should the Firm find at any time that existing conditions make modification in contract requirements necessary, it shall promptly report such matter to the University for its consideration and decision.

4.1.4   The Firm shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.

4.1.5   The Firm's performance may be evaluated by a designee or an Advisory Committee of the University meeting from time-to-time during the period of contract. It will be the responsibility of the Firm to respond, in writing if so requested, to inquiries, requests for change, and recommendations.

4.1.6   The Firm shall provide the University, with telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available during the University's normal working hours by telephone. The Firm shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.

4.1.7   The Firm shall maintain applicable insurance coverage with appropriate coverage limits. The Firm shall provide the name of the primary insurance carrier and their trade rating which may apply to the operation herein specified.

4.2   Termination

The University may terminate this agreement for any reason, including but not limited to, changes in the market price of the products and non-appropriation of federal or state funding to university, by delivering not less than thirty days prior written notice to Supplier.

If termination is due to default by Supplier, Supplier shall have ten days from receipt of notice to cure the default. If Supplier fails to cure within the ten-day period, university may terminate this agreement immediately.

The failure of university to exercise its rights of termination for default due to Suppliers failure to perform as required in any one instance shall not constitute a waiver of termination rights in any other instance.

4.3   General Terms and Conditions

The terms and conditions shall govern any agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of proposals. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another state, and limitations on remedies.

4.3.1   Interpretation, Enforcement and Forum of Laws

For disputes between University and Supplier, this agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Michigan and the venue of any action shall lie in such state.

4.3.2   Compliance with Law

Supplier warrants and certifies that in the performance of this agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

4.3.3   Funding Provided by Federal Contracts or Grants

Where federal contracts or grants provide funding to University, it is the responsibility of the Supplier and University to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When federal contract or grant funds are used on purchases under this agreement, which exceed $25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4.3.4   Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without it's consent) of an assignee for the benefit of creditors, or a receiver, University may cancel this agreement without prior notice and without incurring any liability whatsoever to Supplier.

4.3.5   Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without University's prior written consent. Any purported assignment made without prior written consent shall be void and of no effect.

4.3.6   Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold University, its officers, agents, servants, and employees harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

4.3.7   Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this agreement or use University logo or trademarks in any advertising material of any kind without expressed written permission. University agrees not to make reference to this agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

4.3.8   Indemnification

Supplier agrees to indemnify and hold University harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to University by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of University or its employees. Supplier, at the request of University, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against University or its respective officers, agents, servants, and employees.

4.3.9   Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on University premises, Supplier shall maintain in force during the period of such work limits of liability as required by law or as set forth herein,

whichever is greater: (a) worker's compensation, as required by the laws of the State of Michigan; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming University as additional insured. Supplier shall furnish to University satisfactory proof of such insurance coverage included with Supplier's proposal.

4.3.10   Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

University is a 501(c) (3) not-for-profit corporation and is exempt from state sales and use taxes imposed for services rendered and products, equipment or parts supplied.

All prices listed and discounts offered are exclusive of sales and use taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from University (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the tax requirements of the State of Michigan. University shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

4.3.11   Americans with Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

4.3.12   Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the University. University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings at all University locations are tobacco-free. Use of tobacco products is not permitted in any area inside any buildings. Smoking is prohibited within twenty-five (25) feet of any building, within twenty-five feet of any bus stop on University property and within twenty-five feet of the Little Mac Bridge on the Allendale campus. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this agreement. University reserves the right to request a copy of the Drug Free Workplace Policy. The

Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

4.3.13   Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this agreement unless this agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

4.3.14   Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

4.3.15   Sexual Harassment and Bias Incidents

Federal law and the policies of the University prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If University in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this agreement to cause such person to be removed from University's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.3.16   Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to University inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to University. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

4.3.17   Gratuities

University may, by written notice to Supplier, cancel the agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this agreement.

4.3.18   Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, or employee of University to secure or influence the decision to award this agreement to Supplier.

4.3.19   Suspension or Debarment

University may, by written notice to the Supplier, immediately terminate the agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

4.3.20   Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither University nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

4.3.21   Strikes or Lockouts
In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this agreement, University shall have the right to make alternative arrangements to insure the satisfactory performance of the agreement during the time Supplier is unable to perform the required duties. Any costs incurred by University, as a result of such job action, shall be reimbursed by the Supplier.

4.3.22   Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4.3.23   Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by University and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

4.3.24   Continuation of Performance through Termination

Supplier shall continue to perform, in accordance with the requirements of this agreement, up to the date of termination, as directed in the termination notice.

4.3.25   Open Records

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure. Supplier is hereby notified that University adheres to all statutes, court decisions and the opinions of the State of Michigan regarding the disclosure of proposal information.

4.3.26   Proprietary/Confidential Information

All information, documentation, and other materials submitted by Respondent in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the University.

4.3.27   Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

4.3.28   Entire Agreement

This agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

4.3.29   Prevailing Wage Rates
If and where applicable prevailing wage rates apply. Prevailing wage rate information may be included with this document. However, if not, it is the responsibility of the bidder to obtain any and all appropriate prevailing wage rate information.

Confidentiality

4.3.30   Vendor (Company/Bidder) understands that the information shared by Grand Valley State University (GVSU) pursuant to this Agreement is proprietary and agrees to treat all information shared by GVSU pursuant to this Agreement as strictly confidential and the exclusive property of GVSU. Vendor agrees not to disclose existence of this Agreement with any third party. Upon termination or expiration of this Agreement, or upon written request of GVSU, Vendor shall promptly destroy or return to the other all documents and other tangible materials representing GVSU's Confidential Information and all copies thereof. This information shall continue to be treated as confidential until GVSU makes a public announcement or otherwise releases Vendor in writing from continuing to treat the information as confidential. GVSU agrees not to disclose, either in whole or in part, the terms of this agreement to any person for any purpose whatsoever. If such disclosure is required by law, GVSU will notify Vendor immediately upon receipt of such order and will reasonably cooperate with Vendor in the event that Vendor seeks any legal protective order with respect to such information.

GRAND VALLEY
STATE UNIVERSITY

PROPOSAL AND CONTRACT

Contractor: _____

Date: _____ Bid **No.:** _____ **216-36**_____

Project: SIEM Security Intelligence Solution_____

Bid opening date and time: ___ **Friday April 15, 2016 -_ 10:00 AM**_____ _ ___

Location: _ _____ _____ **Zumberge Michigan Hall**_____ _____

_____ **Allendale, MI, 49401**_____

Attached or included are the following proposed Contract Documents:

1. Invitation to Bid

2. Introduction

3. Project Background Information

4. Specifications

5. Evaluation Process/Criteria

6. Instructions to Bidders

7. General Terms & Conditions

8. Proposal & Contract

Bidder acknowledges receipt of the following addenda:

   Addendum No. _____ Dated _____

   Addendum No. _____ Dated _____

If awarded this contract, upon receipt of contract sign by Grand Valley State University, the undersigned agrees to begin and complete all work in accordance to the schedule coordinated with the TV/Radio Development Manager.

The undersigned proposes to furnish all labor, materials / product, equipment, tools and services required, unless otherwise noted, to complete the work in accordance with the proposed contract.

Documents listed herein, including all addenda issues pertaining to same, for the same, for the sum or sums stated below, and agrees that these documents will constitute the contract if accepted by Grand Valley State University.

The undersigned declares the following legal status in submitting this quotation:

[   ]   A corporation organized and existing under the laws of the State of _____

[   ]   A partnership

[   ]   An individual doing business as (DBA) _____

The undersigned certifies that company is at least 51% owned, controlled and actively managed by:

☐ African American   ☐ Asian American   ☐ Hispanic American
☐ Native American   ☐ Woman/Women   ☐ Disabled Person(s)
☐ Veteran

BASE PROPOSAL SUM: _____ dollars

                              ($_____)

The undersigned certifies that their company IS or IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

_____
Company Name

_____
Address   City/State/Zip Code

_____   _____   _____
Telephone No.   Fax No.   E-Mail Address

_____   _____
Contractor's Signature   Name & Title

_____   _____
Witness' Signature   Name

_____   _____
Tax Identification No.   Date

ACCEPTANCE: This proposal is accepted by Grand Valley State University

_____   _____
Signature of Authorized Agent   Name & Title

_____ _____ _____
Telephone No.   Fax No.   E-Mail Address

_____   _____
Witness' Signature   Name

_____38 1684280_____   _____
GVSU Tax Identification No.   Date