

February 23, 2018

To: **Prospective Bidder**

Subject: **Request for Proposal**

Grand Valley State University is accepting proposals for a **Data Loss Prevention Software Suite 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 #218-38 no later than 10:00 AM Friday, March 9th, 2018. 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.

Before submitting proposal, check to be sure that:

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

***Procurement Services – Zumberge Michigan Hall - Allendale, MI 49401 Phone - 616/331-2283 - Fax 616/331-3287***



**Data Loss Prevention Software Suite**

 **Bid #218-38**

**INTRODUCTION**

Grand Valley State University was chartered by the Michigan legislature in 1960 in response to the need for a public, four-year College in the state’s second largest metropolitan region. Since the first year, when there were 226 students and 14 faculty members, Grand Valley has become a comprehensive university with more than 25,000 students and more than 1,700 full-time and part-time faculty members.

The university offers more than 200 areas of study, including 86 undergraduate programs and 36 graduate programs. The campuses offer state-of-the-art facilities, ranging from wireless academic buildings to modern living centers for more than 6,000 students, as well as performance and athletic facilities.

The university offers degrees from its campuses in Allendale, Grand Rapids, and Holland, and regional centers in Muskegon and Traverse City. The largely residential Allendale campus is 1,322 acres of beautifully wooded grounds. The Mary Idema Pew Library Learning and Information Commons is the intellectual heart of campus and is being recognized as a new national model for 21st century learning. The P. Douglas Kindschi Hall of Science opened in fall 2015 and will help Michigan meet the demand for STEM fields, nursing, and health professions.

The Robert C. Pew Grand Rapids Campus serves more than 10,000 students and focuses primarily on graduate and professional studies. The Grand Valley story is one of continued commitment to a high-quality, student-focused learning experience. It is the story of students, friends, alumni, faculty, and staff members, and donors who have positioned this institution to make a meaningful impact to shape the future within the state, the nation, and the world.

Request for Information

Data Loss Prevention Software Suite

Grand Valley State University Bid #218-38

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PROPOSAL & CONTRACT - DATA LOSS PREVENTION - BID# 218-38………………………………………………………………………….25

# Grand Valley State University

## Technical Environment

Grand Valley State University (GVSU) has a diverse technological environment specifically deployed to serve the needs of the organization. The University utilizes the following technologies:

* Windows 2012, 2016, Red Hat Linux NFS server environments, both on physical and virtual platforms.
* Oracle, MS SQL, MySQL, and PostgeSQL databases that collectively reach up to 15 terabytes in size.
* On premise Exchange 2010 system (2016 within a year), with over 7000 mailboxes, and current mailbox store of 20 terabytes.
* Majority of the campus storage is centrally located in a Windows based, multi-server, distributed file server (DFS) environment. It is estimated that the University currently has 110 terabytes of data at rest.
* HTML/Web – IIS, Apache, Tomcat – render HTML and static.
	+ Rendered here defined as the ability to login with credentials and scan a website.
* Microsoft Active Directory accounts totals are at 190,282 student accounts and 7585 staff/faculty accounts that also include Exchange and Service accounts. Please note that the actual number of students is 25,049, with 1,765 faculty, and 1,865 staff.
* HIPAA, PCI, GDPR, and FERPA protected data is stored on the servers that hold our data at rest.
* Banner by Ellucian is used for the student information system.
* Blackboard is used for the University’s learning management system.
* A very defined Splunk SIEM system is currently applied across the campus.
* For more information, visit <http://www.gvsu.edu/about.htm>

An overview of our technical environment is available on request to verified vendors by contacting Chris Voorheis (voorheic@gvsu.edu).

# DLP Project

GVSU have launched a project to implement Data Loss Prevention to scan data at rest across GVSU’s infrastructure. This includes static file, database, or email account. The software should detect sensitive and protected data and provide reports on where the violations occur and what policy was violated. GVSU will then use this information to identify where sensitive, protected information is located, whether it be placed there intentionally or unintentionally. It is GVSU’s goal to gain as much information about your discovery product as possible. Below are the requirements for an internal system.

## Internal Project Information

The objective of this project is to define and implement a Data Loss Prevention Platform that:

* Will provide extensive visibility on where sensitive/-protected data is located at rest and residing on GVSU systems.
* Will show what Exchange mailboxes contain sensitive data as well as what email the matching data resides in. (May also want to include other meta data you expect to see like to, from, when, attachment, size of email, etc…)
* Should be able to scan GVSU database’s and report the location, type, and policy violation for identified data.
* Will provide custom reports of what protected data was discovered, where that data is located, and what security policy it violates.
* Will have built in security policies including but not limited to HIPAA, PCI, GDPR, as well as the ability to be able to create custom security policies.
	+ These custom policies should include the ability to do pattern matching similar to regex.
* Will have the ability to automatically execute scans on specified intervals.
* Will be able to perform more than one scan at a time.
* Should also contain mechanisms to throttle or limit based on size, time window, and/or row count.

The project schedule calls for the design and implementation of the solution to begin no later than **April 16th, 2018**. The schedule, milestones, and timeline will be developed jointly.

## Requirements

The solution must:

* Provide the ability to scan unstructured data at rest that resides on Microsoft and Unix shares, as well as APFS support, to find and report any protected information defined by specified security policies.
* Provide the ability to scan structured data on Oracle, MS SQL, MySQL, and PostgreSQL databases, utilizing ODBC and JDBC connections, for volumes of 15 terabytes and higher, to find and report any protected information defined by specified security policies.
	+ Must support multiple schemas (Oracle and SQL).
	+ Should include Binary Large Objects (BLOB) detection and scanning.
* Provide the ability to scan a volume of 20+ terabytes of over 7000 Exchange 2016 mailboxes, identify which mailboxes contain sensitive data as well as identify what individual email the matching data resides in.
* Provide an easy-to-use GUI interface that enables proficiency without extensive training.
* Provide the ability to limit the bandwidth a scan can use during certain times.
* Provide the ability to set scheduling for the automatic execution of scan times.
* Provide detailed, exportable, custom reports that displays the location of where the sensitive protected data is within the data at rest, as well as what security policy that data violates.
* Allow for multiple scanning servers to be deployed, however be managed centrally, by one management server and interface.
* Provide built in security policies such as HIPAA, PCI, GDPR, and others, as well as allow for custom security policies to be created by the user.
* Possess capability to be scalable to scan data volumes of 110 terabytes and higher without crashing.
* Possess capability to scan images, using Optical Character Recognition (OCR).
	+ Should at a minimum include TIFF, PDF, BLOB, JPEG, GIF, PNG.
* Should have the ability to scan and process unstructured data files.
	+ Should understand common MIME types including but not limited to:
		- Microsoft office, Office Open Document Format (general), Adobe Creative Suite created documents, image and video files.
* Provide the ability to scan data at rest in a Microsoft distributed file server (DFS) environment.
* Provide the ability to scan data sources that reside on both physical and virtual server machine environments.
* Employ security measures to limit visibility of reported data content found during the scans to only authorized users.
* Scan rest data for 1765 Faculty, 1865 Staff, and 25,049 students.
* Be scalable to address 190,282 student and 7,585 staff/faculty/service Microsoft Active Directory accounts or more, if the DLP software requires it to operate.
* Be easy, cost-effective, and scalable.
* Be supported with implementation, training and help desk services
* Be supported with documentation.
* Provide a detailed line item quote for both 1 year, and a 3-year purchase of product license(s) as well as support for those years.

## Additional Desired Features

If possible, an ideal solution would provide:

* The ability to perform scans without the installation of a software agent on the target server.
* The ability to limit how many database records can be scanned at a time, to minimize database performance degradation.
* Scanning technologies beyond regex, such as file fingerprinting, and machine learning.

## RFP/RFI Process – Estimated Timeline

The RFP/RFI Process will proceed on the following schedule: **2/23/2018** – request for proposal will be distributed.

**3/9/2018 –** due date for vendor clarification questions.

**3/16/2018** – Grand Valley State University will respond to requests for clarification.

**3/23/2018** – final date for proposal submittal.

**4/2/2018** – Vendor demonstrations / POC

Proposals and corresponding documentation during the RFP/RFI process should be emailed to

**RFP-Received@gvsu.edu**. Questions should be addressed to **Chris Voorheis (voorheic@gvsu.edu)**.

Due to the sensitive nature of the information contained in the Architecture Discovery Document, please email **Chris Voorheis** (voorheic@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 (If the vendor has not already done so) and are scheduled to be conducted during the month of **April** 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 Data Loss Prevention 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 Data Loss Prevention.

## Client Base and References

Please provide customer references of three existing customers. GVSU prefers that those references be from similar sized universities.

# Scanning of Data

## Platform

Please provide a list of operating systems your product can connect to and scan.

Please provide a list of operating systems your scanning server product can operate on.

Please provide a list of virtual environments that your product can operate on.

Please provide a list of recommended processor, memory, and storage requirements a single scanning server would need to perform a scan on a volume size of 75 terabytes.

## Scan Unstructured Data Collection

Please provide a detailed description of how unstructured file data information is collected and scanned by your solution.

Please list the available installation method for your proposed solution, (cloud or hybrid).

What is the expected impact on server performance does your product exert on a server being scanned?

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?

Is the agent self-healing and updating after initial install? Please provide detail.

Do you have experience with deployment tools like SCCM or LanRev? Please provide detail.

Describe the process of resuming a scan in the event the scan in disrupted because the client went offline. Does the scan have to start at the beginning again?

Does your solution provide the ability to perform full, differential, and/or incremental scans of data at rest?

Describe what type of connection protocols are needed between the scanning server and the target server in order for a scan to take place.

Explain how your solution would be implemented in order to scan and be ready to remediate in a Microsoft Distributed File System (DFS) environment.

Does your solution have the ability to do form recognition?

Does your solution utilize machine learning technologies?

Does your solution provide the ability to scan image files to discover images of protected data?

If your solution does provide image scanning, what image files can be read by the solution?

If your solution provides file fingerprinting, please describe how the solution utilizes this feature.

What features, or methods does your solution employ to aid in minimizing false positives?

Does your solution provide information on what users have access to a file or folder that has been found to contain sensitive protected data?

Does your solution allow multiple scans to occur simultaneously on the same scanning server?

Does your solution scan unprotected compressed files and volumes?

Does your solution report what files could not be scanned because of encryptions, or incompatible formats?

Does your solution have a file size limit in which it scan?

## Scanning of Structured Data

Please provide a list of databases your product can effectively scan.

Can your solution scan these databases during heavy usage, without denying access to the records within the database?

Does your solution have the ability to limit how many records it can scan at one time?

Does your solution offer scheduled bandwidth throttling during the course of the scan?

What connection protocols do you support to scan target databases?

Does your solution provide automatic detection of tables within the database so they may be scanned? Or must the table be manually selected in order to be scanned?

## Scanning of Email Data

Please provide a detailed description of how mailbox data is collected and scanned by your solution.

Does your solution need any software ~~need~~ to be installed on the Exchange server in order to scan mailboxes?

Does your solution require that email be routed differently than a traditional Exchange install in order to perform a scan of its mailboxes?

Does your solution provide the ability to tell which mailboxes along with the owner of the mailbox, contain sensitive protected information?

Does your solution provide the ability to tell which email within a mailbox contain sensitive protected information?

Does your solution automatically detect the creation of new mailboxes and automatically enroll them for future scans?

Does the solution allow administrators to have multiple sets of scans, each with their own mailbox selections, that can be run independently of each other?

# System Topology

## Management Server

Is the management server a GUI-driven interface, command-line oriented, or a combination of both?

Does your solution utilize JAVA to in order to administer and configure it?

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

How much network bandwidth is recommended for the management server?

During software updates, does the previous software need to be uninstalled first, or is it updated while in place?

Does your solution automatically update agents after the management server software has been updated?

## Secondary Scanning Servers

Is there a recommended limit to the amount of secondary scanning servers that can be managed by a central management server?

What information is sent back to the central management server

How much network bandwidth is recommended for the management server?

# DATA REMEDIATION

## Remediation of Unstructured Data

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

Does your solution require a software agent to be installed in order to perform remediation actions on a target server?

Please list what scripting languages could be automatically triggered by your software when an information match is found during a scan.

What are the capabilities for customers to add their own automated remediation?

## Remediation of Structured Data

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

Does your solution require a software agent to be installed in order to perform remediation actions on a target server?

Please list what scripting languages could be automatically triggered by your software when an information match is found during a scan.

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

## Remediation of Email Data

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

Does your solution require a software agent to be installed in order to perform remediation actions on a target server?

Please list what scripting languages could be automatically triggered by your software when an information match is found during a scan.

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

# Security Policies

## Policy Templates

Please provide a list of security templates are included out of box with your product.

Once a security policy is applied, is it also applied to the structured, and the email scanning as well?

## Custom Security Policies

Does your solution require a software agent to be installed in order to perform remediation actions on a target server?

# ADMINISTRATION

## Ease of Use

Does your solution require an installed application, a web browser, or a command line console to administer and configure it routinely?

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?

Does your solution offer redacting parts of the discovered protected information so that not all the discovered protected information is visible in the report?

## 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 GVSU?

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 are customers notified about these upgrades?

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

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

If your pricing is based on user license count, please provide the user count you are basing it on.

Please provide the solution price breakdown by line item.

What is the cost of maintenance plans?

Please provide a price breakdown for licensing for 1 year and 3-year.

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

Would the purchased license entitle GVSU to any newer versions of the software (beyond updates) during the licensing period?

# 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

**Instructions to Bidders**

### GENERAL TERM Grand Valley State University’s sales tax exempt number is 38-1684280

### Reference attached specifications

### All product deliveries shall be FOB delivered to Grand Valley State University with exact location to be determine when purchase order is released.

### Include with your quotation three (3) references from similar systems

### Please use the enclosed proposal and contract sheet to record pricing information.

### Grand Valley State University is requesting guaranteed pricing for Six (6) Months.

### Grand Valley State University reserves the right to award bids / proposals in the manner that will best suit the University.

### 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

### 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:

### They are specified

### 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.

### 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. Not Used
2. Not Used
3. Not Used
	1. Supplemental Conditions
		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.
		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.
		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. 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.
		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.
		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.
		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.
	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.

* 1. 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 shall lie in Kent County.

 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.

* + 1. 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 Proprietary/Confidential Information

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.

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.

 4.3.26 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.

4.3.27 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.

4.3.28 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.

 4.3.29 Addenda

 If any vendor addenda and/or or exhibit(s) conflict with GVSU’s terms and conditions, GVSU’s terms and conditions will prevail.



####  Proposal & Contract – Data Loss Prevention Software Solution – Bid# 218-38

1. The undersigned certifies that to the best of his/her knowledge:

 There is no officer or employee of Grand Valley State University who has, or whose relative has a substantial interest in any contract award subsequent to this proposal.

 The names of any and all public officers or employees of Grand Valley State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

 Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The undersigned further 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.
2. Bidder declares the following legal status in submitting this proposal:

 A partnership

 A corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 An individual doing business as (DBA) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Bidder declares that company is at least 51% owned, controlled and actively managed by

 (check all that apply):

 African-American Native American Woman/Women

 Asian American Multi-Racial ADA Disabled Person(s)

 Hispanic American Veteran Owned

1. Bidder acknowledges receipt of the following addenda:

 Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. BASE PROPOSAL SUM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars

 ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

1. The undersigned proposes to furnish equipment per bid specifications listed herein, including all addenda issued pertaining to same, for the sum or sums as stated, and agrees that these Documents will constitute the Contract if accepted by Grand Valley State University.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address City/State/Zip Code

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 Office Phone No. Cellular Phone No. Fax No.

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 Authorized Agent Signature Name & Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness Signature Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tax Identification No. Date

VIII. **ACCEPTANCE:** This proposal is accepted by Grand Valley State University

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Agent Signature Name & Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness Signature Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 GVSU Tax Identification No. Date