



May 22, 2023

To: **Prospective Bidder**

Subject: **Request for Proposal**

Grand Valley State University is accepting proposals for a Security Information and Event Management (SIEM) tool from Splunk Software.

If you wish to bid on these services, **please submit your proposals for bid #223-38 no later than 5pm EST, Tuesday, June 6, 2023**. E-mail your proposal to: caccamo@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,

Aaron Caccamo, M.A.
Director of Procurement Service

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



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 parttime 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.



GENERAL TERMS & CONDITIONS (REV. 4.19.19)

1.0 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.

1.1.1 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.

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.

1.1.6 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.

2.0 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 Supplier's failure to perform as required in any one instance shall not constitute a waiver of termination rights in any other instance.

3.0 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.

3.1.1 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.

3.1.2 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.

3.1.3 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.

3.1.4 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 its 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.

3.1.5 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.

3.1.6 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.

3.1.7 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.

3.1.8 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.

3.1.9 Insurance

The Supplier will procure and maintain, at all times during the term of this contract, the following minimum insurance coverages:

- (a) Commercial General Liability Insurance: including Bodily Injury and Property Damage, Independent Contractors Liability, Product Liability, and Completed Operations Liability in limits of not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate.
- (b) Workers Compensation: Statutory limits
- (c) Employers Liability: \$500,000 each incident and each disease
- (d) Umbrella or Excess Liability: \$5,000,000 per occurrence and in the aggregate. Coverage will sit excess over Supplier's Commercial General Liability, Employers Liability, and Auto Liability

Additional Coverages which may be required, per the scope of work

- (e) Auto Liability: \$1,000,000 Combined single limit, except Charter transportation companies who will maintain \$10,000,000 - Only and always applicable to Suppliers who will drive on GVSU property, except Charter transportation companies who are providing chartering services
- (f) Professional Liability: \$1,000,000 per claim, except Architects and Engineers who will maintain \$2,000,000 - Only and always applicable to Suppliers with professional designations or licenses, who are providing professional services to GVSU
- (g) Environmental Liability \$5,000,000 per claim and aggregate - Only and always applicable to Suppliers who perform environmental remediation, or work with hazardous substances or waste
- (h) Liquor Liability: \$2,000,000 - Only and always applicable to Suppliers who will furnish alcohol
- (i) Technology Errors & Omissions: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data

(j) Privacy & Network Security Liability: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data

The Supplier shall name Grand Valley State University as Additional Insured on a primary and noncontributory basis under the following policies: Commercial General Liability, Umbrella or Excess Liability, Auto Liability, and Liquor Liability. The Supplier shall waive rights of subrogation against Grand Valley State University on any policy where said waiver is legally permitted.

The Supplier shall provide Grand Valley State University with Certificate(s) of Insurance which evidence all required coverages, as well as copies of all applicable Additional Insured, Primary and Noncontributory, and Waiver of Subrogation Endorsements. Failure to provide a Certificate of Insurance, or the relevant Endorsement(s) does not waive the Supplier's obligation to carry the required coverage.

3.2.1 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.

3.2.2 Americans with Disabilities Act

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

3.2.3 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.

3.2.4 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.

3.2.5 Non-Discrimination

In the provision of goods and/or services to Grand Valley State University, the parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination and Grand Valley State University's Commitment to Inclusion and Equity and Equal Opportunity/affirmation Action Policy. In the performance of a contract to provide goods or services to Grand Valley State University, the vendor agrees to not discriminate on the basis of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, veteran or active duty status or weight.

3.2.6 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.

3.2.7 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.

3.2.8 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.

3.2.9 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.

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.3.9 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.

3.4.1 Addendums

If any vendor addendum(s) and/or exhibit(s) conflict with GVSU's specifications, terms and conditions, GVSU's terms and conditions will prevail.

EXPORT CONTROLS. It is Grand Valley State University policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 CFR 121) or in the 500- or 600-series of the Commerce Control List (15 CFR 774), [named Agreement party or any other party to this agreement] must notify Grand Valley State University's Office of Research Compliance and Integrity that such items are export-controlled. [Named Agreement party or any other party to this agreement] will ship export controlled items only after Grand Valley State University's Office of Research Compliance and Integrity has furnished written confirmation that Grand Valley State University is prepared to accept delivery of such items.

Grand Valley State University
Bid Information and Instructions
Bid # 223-38

1. 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 services.
5. Grand Valley State University is requesting guaranteed pricing for Six (6) Months.
6. Grand Valley State University reserves the right to award bids / proposals in the manner that will best suit the University.
7. 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
8. 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.
9. All contact must be via email. Luke DeMott, Information Technology, is the primary contact for questions regarding the proposal's technical requirements (demottl@gvsu.edu). **Please submit these questions no later than Friday, May 26, 2023 by 12pm EST** and copy caccamoa@gvsu.edu on any question emails. If it is determined that questions necessitate a change to this RFP, the changes will be in

written form in an addendum and posted on the Grand Valley State University Procurement Services website. Aaron Caccamo, Director of Procurement Services, is the point of contact for bid processing questions (caccamo@gvsu.edu).

Grand Valley State University
Bid Specifications and Information
Bid #223-38

Please quote the following:

SE-T-LIC-ST

Splunk ENT – TERM LIC STD SUCCESS PLAN – 500GB/Day

SE-T-LIC-ST

Splunk ENT – TERM LIC WITH STD SUCCESS PLAN – 10GB/Day (PCI)

PC-T-LIC-ST

SPLUNK APP FOR PCI COMPLIANCE – 10GB/Day

In addition to the items listed above could you also provide quotes for “SE-T-LIC-ST Splunk ENT – TERM LIC STD SUCCESS PLAN” item but with the following Gigabyte amounts:

- 550 GB
- 600 GB
- 650 GB

We would also be interested in an optional quote on:

ES-T-LIC-ST

Splunk Enterprise Security - Term License with Standard Success Plan - 300 GB/day



RFP # 223-38

I. The undersigned certifies that to the best of their knowledge:

- There is no officer or employee of Grand Valley State University who has, or who's 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 who's relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

Name(s) _____

II. 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 stat us, should one occur, until such time as an award has been made under this procurement action .

III. 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)

IV. Bidder declares that company is at least 51% owned, controlled and actively managed by (check all that apply) :

- African-American Hispanic American
- Native American Woman/Women
- Asian American Veteran
- Multi-Racial ADA Disabled Person(s)

V. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

VI. The undersigned proposes to furnish all items accordance with the bid document(s) listed herein, including all addenda issued pertaining to same, for the sum or sums as stated, and agrees that these document(s) will constitute the contract if accepted by Grand Valley State University via. submission of a purchase.

Company Name:			
Address:		City, State, Zip Code:	
Office Phone Number:	Cell Phone Number:	Fax Number :	Email Address
Authorized Agent Signature:		Name & Title:	

Witness Signature	Name:
Tax Identification Number:	Date:

VII. Please provide contact information for Grand Valley State University's sales representative:

Name (print first & last name):
Office Number :
Fax Number :
Cell Number :
Email Address :

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

Authorized Agent Signature :	Name & Title :	
Witness Signature :	Name:	
Office Phone Number :	Cellular Phone Number :	Fax Number :
Tax Identification Number : 38 1684280	Date :	

Bid Due Tuesday, June 6, 2023 @ 5:00 PM EST