



IT Security Services

Request for Proposal

MHEC-RFP-14OCT2020

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PURPOSE OF RFP

The Midwestern Higher Education Compact's (MHEC) member institutions (eligible institutions/organizations) have identified a critical need to have readily available contracts for security services. MHEC intends to meet this need by awarding multiple contracts via an RFP in the areas of Security Threat Intelligence Products and Services, Security Information and Event Management (SIEM), Managed Security Services (MSS), Security Awareness Training, and Security Consulting Services.

DISCLAIMER NOTICE: This Request for Proposal (RFP) does not obligate the Midwestern Higher Education Compact (MHEC) or member states to award a contract. MHEC reserves the right to cancel this RFP if it is in its best interest. Proposals should be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. MHEC reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the changes on MHEC's public website at <https://www.mhec.org/news>. For this RFP, posting on the website above constitutes written notification to each vendor. Vendors should check the website daily and are expected to review information provided via the website carefully before submitting a final proposal.

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Overview

The Midwestern Higher Education Compact, hereinafter referred to as MHEC, is competitively soliciting proposals to establish one or more MHEC Master Agreement(s) with qualified vendor(s) for IT Security Services in accordance with the specifications of this Request For Proposal (hereafter called RFP). MHEC is seeking one or more solutions in the following areas:

1. Security Threat Intelligence Products and Services
2. Security Information and Event Management (SIEM)
3. Managed Security Services (MSS)
4. Security Awareness Training
5. Security Consulting Services

MHEC's goals with this RFP are primarily to:

1. Ensure higher education institutions have access to contracts for IT security services.
2. Ensure selected vendors are familiar with higher education needs and exposures, and that they address same in their standard approaches to security services.
3. Ensure institutions are protected through standards for confidentiality and reporting.
4. Ensure any agreements are robust enough to provide solutions that are needed and appropriate now, yet flexible enough to provide solutions through the agreement life.

Contractors will enjoy the value of a holding a MHEC agreement, some of which are:

1. Having a contract vehicle that can be used to **quickly engage with an institution and that allows the engagement to focus on the needed services** (not the contract).
2. Availability of a competitively bid contract that meets the requirements for public entities (eliminating the need for institutions to perform a new RFP process).
3. Negotiated general terms and conditions with MHEC that will be agreeable to most Eligible Organization users (reducing or eliminating legal concerns).
4. **Access to the MHEC community** through a variety of innovative channels.
5. Initial trust benefit as a holder of a MHEC agreement.

MHEC achieves value through improved services to higher education such as:

1. Reduced administrative costs for both Contractors and institutions.
2. Streamlining of institutional processes.
3. Simplification of legal reviews through master terms and conditions, allowing institutions and contractors to focus on the SPECIFIC need(s).

Higher Education Institutions (eligible institutions) in the MHEC region will benefit from:

1. Cost avoidance (time and effort for RFP and contract processes).
2. **Increased ability to respond to incidents and/or concerns.**
3. Access to a contract vehicle specifically designed for higher education.

Section A: General Instructions and Information

A.1 Purpose of the Request for proposal (RFP)

The purpose of this IT Security Services RFP is to establish master agreement(s) that facilitate a direct relationship between a contractor and an institution. The agreement must contain discount pricing as well as terms and conditions that are better than most higher education institutions can negotiate individually; with additional discounts potentially available for special or large transactions. Responses to this RFP should follow the proscribed format and be keyed to the section and paragraph numbers provided.

A.2 Definitions

1. Vendor: a business offering a product or services
2. Offeror: a business or vendor that has submitted a proposal
3. Contractor: a business of vendor that has a Master Agreement with MHEC
4. Eligible Organization: any institution or organization that is eligible to make purchases under any Master Agreement resulting from this RFP
5. Master Agreement: Contract resulting from this RFP between MHEC and Contractor

A.3 Response Requirements

1. In preparing responses to this RFP, Offerors are cautioned to read this entire document carefully and to prepare and submit their responses providing all requested information in accordance with the terms and conditions set forth herein.
2. To be considered, Offerors must submit a complete response to this RFP in the format detailed by the specification.
3. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” terms are considered mandatory requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have as large an impact and as requirements labeled as mandatory. Depending on the overall response to the RFP, some individual mandatory items may not be fully satisfied, but it is the intent to satisfy most, if not all, mandatory requirements. The inability of an Offeror to satisfy a mandatory requirement does not automatically remove that Offeror from consideration; however, failure to raise issue related to any of the requirements may seriously affect the overall rating of the Offeror’s proposal.
4. Responses should be keyed to the section and paragraph numbers provided in this RFP.

A.4 Contacting MHEC

The procurement officer for this RFP is:

Ms. Deb Kidwell
debk@mhec.org

cell: 573.864.2024
Midwestern Higher Education Compact
105 Fifth Avenue South Suite 450
Minneapolis, MN 55401

A.5 Assistance to individuals with a Disability

Contact the procurement officer if an individual with a disability needs assistance with the RFP, including any events in the RFP schedule, so reasonable accommodations can be made.

A.6 Public Notice

This RFP and any related amendments or notices will be posted at <http://www.mhec.org/news>. Vendors are responsible for checking this website to obtain all information and documents related to this RFP.

A.7 Confidential Materials

After an award is made and any master agreement(s) is executed, all proposals and documents pertaining to the proposals will be open to the public. If the Offeror submits information in response to this RFP that it believes to be trade secret materials as defined by the laws of MHEC member states, the Offeror must:

1. Clearly mark all trade secret materials in its response at the time the response is submitted,
2. Include a statement with its response justifying with specificity the trade secret designation for each item, and
3. Defend any action seeking release of the materials it believes to be a trade secret, and indemnify and hold harmless MHEC, its Commissioners, agents and employees, from any judgements awarded against MHEC in favor of the party requesting the materials, and any and all costs connected with the defense. This indemnification survives MHEC's award of a contract. In submitting a response to the RFP, the Offeror agrees that this indemnification survives as long as the trade secret materials are in the possession of MHEC.

It is important to understand that marking the entire proposal confidential is not acceptable and could result in the proposal found to be non-responsive.

In the event a request is made for information which the Offeror has identified as trade secret, MHEC agrees to notify Offeror of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated dates, if any, and to allow the Offeror an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

A.8 Conflict of Interest

If any actual or potential conflict of interest arises during this solicitation, Vendor shall immediately disclose and notify MHEC. In submitting a response to the RFP, (a) Offeror certifies that no relationship exists between the Offeror and MHEC or the members of MHEC's committees that interferes with fair competition or is a conflict of interest and (b) that no relationship exists between the Offeror and other persons or firms that constitutes a conflict of interest that is adverse to MHEC.

A.9 Collusion

The Offeror must ensure that the proposal is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person or organization regarding price, bid submission procedure or any terms of the bid. In the event of any breach of this clause by Offeror, MHEC reserves the right to invalidate the proposal submitted by that Offeror and seek damages.

A.10 Proposal Timeline

The following section describes the proposed timeline of events related to this Request For Proposal (RFP). Dates marked 'tentative', 'if needed', or that do not include a specific day may vary from what is shown on this schedule without notice. All other dates are fixed and will only be changed by issuance of a written statement or an amendment to the RFP that will be posted at <https://www.mhec.org/news>.

Event	Date
Formal Issuance of RFP	October 14, 2020
Pre-Proposal Questions Due	October 23, 2020
Publish Response to Pre-Proposal Questions	Tentative: October 29, 2020
Proposals Due	November 12, 2020 10:00 A.M. CST
Notification of Finalists	November 2020
Respondent's Conference	If needed: December 2020
Best and Final Offer (BAFO)	January 2021
Contract Award	January 2021
Execution of Agreement	TBD

A.11 Pre-Proposal Questions

Questions regarding the RFP will be conducted by e-mail. Pre-proposal questions are to be submitted by email to debk@mhec.org no later than Thursday, March 19, 2020, 10:00 A.M. CDT. Responses will be provided to all known interested vendors via email, and will be posted online at <https://www.mhec.org/news>. To be added to the email list, vendors must contact the procurement officer.

If a vendor discovers a significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the vendor should immediately notify Deb Kidwell at debk@mhec.org of such error and request modification or clarification of the RFP document. Only information supplied by MHEC in writing through Deb Kidwell, this RFP or amendments to this RFP should be used as a basis for the preparation of Vendor's response. All notification of changes will be posted at <https://www.mhec.org/news>.

A.12 Offeror responsible for Cost

Offeror is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal. MHEC will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to, this RFP.

A.13 Proposal Deadline

The deadline for submission of proposals and related information is 10:00 a.m. (CDT) November 12, 2020.

A.14 Offer Held Firm

Offerors must hold proposals firm for at least 150 days from the deadline for receipt of proposals. MHEC may send a written request to all offerors to hold their offer firm for a longer period.

Section B: The Midwestern Higher Education Compact and its Eligible Institutions/Organizations

B.1 The Midwestern Higher Education Compact (MHEC)

The Midwestern Higher Education Compact (MHEC) is an instrumentality of twelve Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin) due to legislation passed by each member state. MHEC's purpose is to promote higher education through interstate cooperation and resource sharing. More information about MHEC is available at <https://www.mhec.org/>. Information on MHEC's technology initiative is available at <https://www.mhec.org/convening/information-technology> and <https://www.mhec.org/contracts/technology>.

The primary constituents served by MHEC are the approximately 1000 public and private non-profit institutions in the member states whose combined enrollments total over four million students. In addition, where appropriate, state government agencies and local school districts are also invited to participate in MHEC solutions.

MHEC is one of four regional interstate compacts in the United States. The three other compacts are the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE). If mutually advantageous, MHEC's contracts may be extended to these compacts and their members, providing the potential to reach the education channel in all but three states.

B.2 MHEC Administrative Reporting and Fees Administrative Reporting and Fees

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this program. To help recover some of these costs, MHEC requires an administration fee of one and one half percent (1.5%) in this program. On a calendar-quarterly basis (where quarter one is January 1 - March 31 and the quarter one report is due by April 30), Contractor must, in a timely manner, make available to MHEC utilization reports and information generated by this RFP award, reflecting net product and service sales to all procuring Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an agreed upon Administrative Fee of the net product and service sales for that quarter period. Offeror must demonstrate the ability to submit reports in their proposal.

It should be noted that MHEC will NOT be purchasing a vendor(s) proposed solution, nor will MHEC act as an agent or reseller to recommend solutions for the contractor.

B.3 Eligible Institutions/Organizations

Eligible institutions and organizations will be the purchasers of solutions via the MHEC agreement. Contractor(s) will work with each eligible organization to create a specific scope of services around the eligible organization's needs. Contractor(s) shall ensure that all quotes, scopes of services, and similar documents used shall be issued pursuant to the master terms and conditions of the MHEC agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under any master agreement resulting from this RFP.

Eligible organizations include all public and private non-profit colleges, universities, community colleges, technical colleges, and higher education agencies in the states that comprise the MHEC region. Currently, MHEC member states are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

Optionally eligible institutions and organizations: The following entities may also be designated as eligible organizations for participation in contracts resulting from this RFP. It is noted that contract benefits may be extended to any or all of these optionally eligible entities and that benefits may differ for each group.

1. Within the MHEC region:
 - a. K-12 schools and districts, including public libraries
 - b. Cities, counties, and local subdivisions
 - c. State agencies
2. Outside the MHEC region via the other three regional interstate compacts in the United States:
 - a. New England Board of Higher Education (NEBHE). Member states are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont. <https://nebhe.org/>
 - b. Southern Regional Education Board (SREB). Member states are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. <https://www.sreb.org/>
 - c. Western Interstate Commission for Higher Education (WICHE). Member states are Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, U.S. Pacific Territories, and Freely Associated States. <https://www.wiche.edu/>
3. Faculty, staff, and students for any of the above groups

Section C: Scope of Services

C.1 Scope of Solicitation

MHEC's intent is to competitively solicit one or more solution vendors for IT Security Services addressing the landscape described below (C.2) for one or more of the following security areas. Proposals may be submitted in as few or as many categories as desired, however proposals should clearly indicate the specific area (as defined in this section) being responded to. **Each category will be evaluated and scored individually.** The categories are:

1. Security Threat Intelligence Products and Services: "Threat intelligence" (TI) is evidence-based knowledge — including context, mechanisms, indicators, implications and actionable advice — about an existing or emerging menace or hazard to IT or information assets. It can be used to inform decisions regarding the subject's response to that menace or hazard.
<https://www.gartner.com/reviews/market/security-threat-intelligence-services>
2. Security Information and Event Management (SIEM): Gartner defines the security and information event management (SIEM) market by the customer's need to analyze event data in real time for early detection of targeted attacks and data breaches, and to collect, store, investigate and report on log data for incident response, forensics and regulatory compliance. SIEM technology aggregates event data produced by security devices, network infrastructure, systems and applications. The primary data source is log data, but SIEM technology can also process other forms of data, such as network telemetry. Event data is combined with contextual information about users, assets, threats and vulnerabilities. The data may be normalized, so that events, data and contextual information from disparate sources can be analyzed for specific purposes, such as network security event monitoring, user activity monitoring and compliance reporting. The technology provides real-time analysis of events for security monitoring, query and long-range analytics for historical analysis.
<https://www.gartner.com/reviews/market/security-information-event-management>
3. Managed Security Services: Managed security services (MSSs) are defined as the remote monitoring or management of IT security functions delivered via shared services from remote security operations centers, not through personnel on-site. Therefore, it doesn't include staff augmentation, consulting, or development and integration services. MSSs include monitored/managed firewalls or intrusion prevention/detection systems; managed multifunction firewalls; unified threat management technology; managed security gateways for messaging or Web traffic; security analysis and reporting of events collected from IT infrastructure logs; reporting associated with monitored/managed devices and incident response; managed vulnerability scanning of networks, servers, databases or applications; distributed denial of service protection;

monitoring/management of customer-deployed security information, event management technologies; and monitoring/management of advanced threat defense technologies, or the provision of those capabilities as a service.

<https://www.gartner.com/reviews/market/managed-security-services-worldwide>

4. Security awareness training: The market for end-user-focused security education and training is growing rapidly. Security and risk management leaders' need to influence the security behaviors of people -- employees, citizens and consumers -- is fueling demand for these products.
5. Security Consulting Services: Security consulting firms are advisory and consulting services related to information and IT security design, evaluation and recommendations. These services are procured by various stakeholders in an organization, including boards of directors, CEOs, chief risk officers (CROs), chief information security officers (CISOs), chief information officers (CIOs), and other business and IT leaders for the purpose of obtaining and ensuring acceptable risk levels for a specific client organization.

<https://www.gartner.com/reviews/market/security-consulting-services-worldwide>

Any proposed solution needs to address options covering one-time implementation costs, consulting fees, maintenance, technical support, and training to the extent necessary to allow eligible institution(s) to fully utilize a purchased solution. Only those options applicable to a proposed solution need to be addressed.

For the purposes of evaluating this RFP, Offerors who offer services that are subject to hourly fees will be asked to provide off-site hourly rates and on-site hourly rates. On-site hourly rates should include travel costs, and travel time should not be charged.

C.2 Higher Education Landscape for Security Concerns

The higher education landscape within the MHEC region is extremely variable, and often vulnerable. Institutions may be religious, not-for-profit, public, or research and range in size, geographic location, and complexity. Large public multi-campus state university systems may have staff, including CISOs, funding for security initiatives and robust infrastructures that act as a deterrent to security breaches or that are able to identify security breaches quickly enough to mitigate consequences. At the other end of the spectrum will be smaller institutions that struggle to maintain security staff, have no funding for security resources and that simply hope that they will not become a target.

Some of the currently identified problems being faced by higher education institutions are shown below. This is not an inclusive list, but rather a sampling of issues of specific concern to higher education. As security specialists, it is assumed that you have a good grasp of the overall security landscape and will address the appropriate issues regardless of whether or not they are on the following list.

1. Information technology managers face constantly changing threats related to the data and information that they are required to keep secure.
2. Public tolerance of security breaches is low, and the institution will be subject to repercussions of any such breach.
3. Data security is not an issue that is contained within higher education institutions – it has an impact on virtually every business which has created a massive demand for skilled security experts. As the threats to information technology security continue to grow, higher education institutions in general do not have the resources to keep up-to-date skilled security expertise on staff.
4. Institutions must ensure that third parties adequately secure the information and technology resources that they access, process, and manage. This includes information sharing, defining legal obligations, and ensuring non-disclosure agreements are executed to protect confidential information. Smaller institutions may not have the expertise to address these obligations as they should.
5. Higher Education is amid a transition to cloud-based services. This results in the data being in a 3rd party system – but the responsibility for protecting that data remains with the institution. Institutions must have the tools and resources to properly manage 3rd, 4th, and on down to ensure that ethical and legal obligations are truly being met, and to mitigate the risks associated with the data that is gathered by institutions.
6. When we talk about “the cloud,” we are generally referring to public cloud services. These are computing services that are provided over the Internet by third parties to the public at large. Examples include the familiar G Suite and Amazon Web Services, as well as cloud services meeting more specific needs, such as grade books, quiz and assessment applications, blogging sites, project management tools, data analytics resources, or customer relationship management software.
7. Rogue installations are a common problem for university IT specialists. There are numerous small software programs purchased and installed by non-IT personnel, and those can generate security concerns depending on what they are used for and what data they capture.
8. There is a shortage of qualified security professionals in the MHEC region.
9. Most HE institutions seem to be either (a) making do with state contracts which are not specific to HE needs or (b) establishing contracts for a single, specific needs that arise.

MHEC seeks to address the needs via a suite of contracts for Security Services solutions. As you consider your response to this RFP, please help us understand how your solution will meet the evolving needs of the higher education landscape, supporting the changes we see on the horizon, and prepare us for a future yet to be defined. The needs of the individual eligible institution as well as the needs of MHEC should be addressed within your proposal.

C.3 Proposed Solution

Because eligible organizations have differing needs for IT Security Services, the solution(s) should be flexible enough to meet those varying needs. Amongst different types of eligible organizations and even within a single eligible organization, differences in requirements exist. Therefore, the solution should allow adaptation to the specific needs and circumstances of each eligible organization as well as streamline and simplify the procurement and distribution process for them.

C.4 Pricing format

Offerors should thoroughly explain their pricing structure in their response. Pricing should be presented in the following format(s), as applicable:

1. Hourly pricing:
 - a. Offsite price per unit(s)
 - b. Onsite price per unit(s)
2. Project-based pricing (flat fee)
3. Subscription
 - a. Implementation or start-up fees
 - b. Ongoing fees
4. A La Carte

As MHEC institutions vary in size and resources, your pricing proposal should reflect the higher education environment and identify any price points that may apply. It is important to MHEC that small institutions benefit from its agreements even though they may not have the economies of scale that larger institutions do, so pricing proposals should take this into consideration. MHEC reserves the right to negotiate pricing and other pertinent terms with the selected finalist(s), and pricing format may become one of the selection criteria used in the award process.

C.5 General Selection Criteria

MHEC is seeking proposals from vendors who are willing to work with MHEC to provide creative solutions that will be effective within the confines of the purchasing regulations to which eligible organizations are bound. General criteria upon which proposals will be evaluated include, but are not limited to, the solution:

1. Being designed as a renewable multiple-year offering with the capability of serving the entire MHEC region and optional NEBHE, SREB, and WICHE regions
2. Offering eligible organizations a streamlined and simplified procurement process for a solution that meets IT Security Services needs

3. Making available a comprehensive IT Security Services solution that is flexible enough to adapt to the specific needs and circumstances of each eligible organization
4. Avoiding replication of proposals to eligible organizations, as the solutions offered are expected to provide the best value in the region
5. Assisting eligible organizations in the conversion, installation, training and support of the Offeror's products as necessary
6. Being structured to enable institutions, consortia of institutions, and systems in MHEC member states to participate as they deem appropriate and in their own best interests.

Depending upon the responses received and the solutions presented, MHEC may select more than one contractor to work with in developing and implementing an IT Security Services solution(s).

C.6 Accessibility

Offeror agrees that should they be successful in obtaining an agreement for these services, that they will comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by the Contractor shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 level AA (available at <http://www.w3.org/WAI/intro/wcag.php>).

Proposals to for web-based products or services must demonstrate how these products/services are accessible to individuals with disabilities and/or how they comply with WCAG 2.0 level AA standards. Submission of a VPAT (Voluntary Product Accessibility Template) is preferred.

C.7 Small Businesses / Minorities

Many MHEC member states and institutions have business development plans and spending goals to include businesses owned and controlled by minorities, women and economically disadvantaged groups. If subcontractors or resellers are used for fulfillment of an order, MHEC encourages the consideration of these businesses for same. Offers, contractors, subcontractors, or resellers that qualify as small/disadvantaged businesses may be required to provide certifications and/or reports of such upon request by Eligible Organization.

C.8 Green Initiatives

Many MHEC member states and institutions want to minimize their impact on the earth's climate. Where possible, implementation of innovative and responsible environmental practices to reduce carbon footprint, reduce waste, conserve energy, and more is encouraged. Offerors are encouraged to provide their environmental policy and/or green initiatives.

C.9 Vendor Representative

Offeror shall assign a senior level representative who shall be the primary MHEC contact for all matters related to this proposal and all sales and marketing efforts made pursuant to this proposal.

Section D: Proposal Preparation and Submission

D.1 General

Overly lengthy and costly proposals are discouraged. An offeror should prepare its proposal using the prescribed proposal format and provide all requested information; this will allow the proposal to be evaluated fairly and completely. Proposals become the property of MHEC.

D.2 Proposal Format

Proposals should contain a complete proposal and description of the Offeror's qualifications in accordance with this RFP's requirements. Responses to requirements and questions should be organized, should be specifically answered within the context of the submitted proposal, and should reference the relevant section of the RFP. Proposals which fail to address any of the submission requirements, are difficult to follow, or that do not demonstrate an understanding of MHEC requirements may be deemed non-responsive and will not be further considered.

1. Cover Letter: Include a cover letter, on letterhead, containing a brief introduction of your firm, your experience with higher education, and the benefits you anticipate from this contract. The cover letter should include the name and working address of the firm submitting a proposal, the name, telephone and e-mail address of the primary company representative to be contacted with reference to the proposal, and the date of submission. The letter should be concise and need not repeat any of the detailed information set forth in the proposal.
2. Attached to the cover letter include:
 - a. A description of your corporate structure, including major business lines and research initiatives
 - b. References: Provide a list of three (3) current higher education accounts. Include the name of the university, primary contact name and title, phone number, email address, and a brief description of products/services provided (campus agreement full time equivalent student count, an annual spend, dates of service, etc). List other related references if higher education references are not available.
 - c. Agreement Provisions: A listing of any terms or conditions of this RFP to which the vendor objects and/or does not accept, along with any alternatives or further explanation.
3. RFP Amendments: Acknowledge all amendments to the RFP
4. General Proposal:
 - a. Response to Section A: Instructions

- b. Response to Section B: The Midwestern Higher Education Compact and its Eligible Institutions/Organizations
 - c. Response to Section C: Scope of Services
 - i. Security threat Intelligence, if applicable
 - ii. SIEM, if applicable
 - iii. Managed security services, if applicable
 - iv. Security awareness training, if applicable
 - v. Security consulting services, if applicable
 - d. Response to Section D: Proposal Requirements
 - e. Response to Section E: Proposal Evaluation
 - f. Response to Section F: Contractual Requirements
 - g. Relevant documents.
 - i. This may include, but is not limited to, documents that demonstrate compliance or show proof of expertise. Examples of such documents include accessibility information such as a Voluntary Product Accessibility Template (VPAT), a Higher Education Community Vendor Assessment Toolkit (HECVAT), certifications or other documentation.
 - ii. Documents should be relevant to the solution(s) being offered.
 - iii. Documents, or lack thereof, may be considered in the evaluation process.
5. Pricing Proposal **(submit in a separate sealed envelope clearly marked “cost proposal(s) for IT Security Services MHEC-RFP-14OCT2020”)**
- a. As responses will be evaluated by each of the five designated categories, pricing proposals should
 - i. clearly identify the category the pricing applies to
 - ii. include multiple pricing proposals if offering multiple solutions
 - iii. If you have a product or service that you believe fits in more than one category, select the category which in your opinion is most applicable. You may make a notation about other categories that it could cover (no more than a sentence or two).
 - b. For those services which may involve travel, those costs should be included in the services rates. Services may be quoted as on-site and/or off-site, but travel time should not be charged.
6. Licensing: Include any licensing requirements that may pertain.
7. Order Documents: Include examples of your ordering documents. This may include but is not limited to order forms, master agreements, end user and general license agreements, service agreements, scope of services forms, and/or application forms.

8. Additional Material: Information which the Offeror desires to present that does not fall within any of the above requirements of the RFP should be attached at the end of the proposal and designated as additional material.

D.3 Signatory Authority

The proposal must be signed by an authorized signatory of the Offeror's firm responsible for the decision to offer the proposal; or a person that has been authorized in writing to act as agent to quote for the persons responsible for such decisions.

D.4 Submission Requirements

Three (3) sealed bound originals and one (1) identical electronic copy of the response must be provided. The cost proposal should be a separate file. Allowable media for the electronic copy are flash drives (preferred) or CD. Allowable formats are PDF and/or Microsoft Office. Spreadsheet data such as price lists may be submitted in MS Excel format. Proposals delivered late will be rejected.

IT Security Services MHEC-RFP-14OCT2020
c/o Deb Kidwell
Midwestern Higher Education Compact
105 Fifth Avenue South, Suite 450,
Minneapolis, MN 55401

Section E: Proposal Evaluation

E.1 Award

MHEC intends to award contracts to multiple offerors. MHEC will make award to the highest scoring offerors whose proposals are determined to be responsive to the requirements of the solicitation and are determined to be most advantageous in consideration of the RFP evaluation criteria.

E.2 Evaluation Criteria

A committee comprised of representatives from higher education institutions within the MHEC region will analyze and evaluate all responses to this RFP. The analysis will be based upon the criteria set forth in this RFP. The following criteria and their identified weight will be used to evaluate responses:

Category \ Area of Proposed Solution(s)	Maximum Points by Area and Category				
	Security Threat Intelligence Products and Services	Security Info & Event Mgmt (SIEM)	Managed Security Services	Security Awareness Training	Security Consulting Services
MHEC Requirements (sections A, D, and F)	50				
Proposed Solution:	350				
Security Solution	125	125	125	125	125
Support for solution, customer service	100	100	100	75	75
Experience, Qualifications and Resource Continuity	75	75	75	100	100
Proposal completeness, value over and above proposed solution(s)	50	50	50	50	50
Pricing	100				
<p>For scoring purposes, if pricing is based on hourly rates a blended rate will be calculated across all proposed tiers or levels of support (offsite). Proposers are encouraged to provide percentages indicating their likely blend of skills for the area of services, however MHEC reserves the right to use or not use the provided percentage as part of the equitable calculation of scores.</p> <p>For scoring purposes, if pricing is based on FTE (as defined by Integrated Postsecondary Education Data System (IPEDS), the evaluation will be based on a market basket approach using figures that are representative of MHEC higher education institutions.</p>					

<p><i>FTE pricing should specify student or staff FTE, and if using both those should be separated in the proposal.</i></p> <p><i>Pricing should also address concepts associated with remote and on-premise utilization (recognizing that at this time COVID-19 has made these concepts fluid and still evolving to final form).</i></p> <p><i>For scoring purposes, if pricing is based on another metric, the evaluation committee will determine the appropriate baseline for that specific metric using a similar structure.</i></p>					
Total possible score:	500	500	500	500	500

E.3 Requests for Clarification

After the initial evaluation of proposals and determination of vendor's qualification, capabilities, and proposed solution; MHEC may request clarification of an Offeror's response.

E.4 Respondents Conference

Finalists will be selected and notified on or about November 2020. Only finalists will be invited to participate in subsequent steps of the solicitation. Prospective finalists may be asked to make a virtual presentation to evaluators, at their cost.

E.5 Best and Final Offer (BAFO)

Cost or price analysis will be conducted as part of the initial evaluation of the proposals. MHEC may request best and final offers (BAFO). MHEC may ask all Offerors to submit a BAFO or may restrict the number of Offerors invited to submit a BAFO, at their sole discretion. MHEC may ask that Offeror(s) readdress cost/price, important aspects of the proposal, or statements made at the Respondents Conference.

E.6 Contract Award

Award(s) may be granted to the highest scoring responsive and responsible Offeror(s). Upon completion of the evaluation process, the evaluation team will recommend one or more offers to MHEC, and MHEC will enter discussions to establish a master agreement with the recommended Contractor(s). Once a master agreement(s) is in place, MHEC will so notify all Offerors who responded to the RFP. The evaluation team reserves the right to not recommend any offers to MHEC, and MHEC reserves the right not to enter into an agreement with a recommended Contractor at its own discretion. Upon issuance of this award notice, all proposals and documents pertaining to the proposals will be open to the public.

E.7 Execution of Agreement

MHEC may enter into negotiations with one or more Offeror(s) whose proposals received the highest scores and are reasonably viable for award. During negotiations, MHEC and the Offeror(s) may agree to alter or otherwise change the terms and conditions and price of the proposed contract. Negotiation, if held, will be within the scope of the RFP and limited to those items that would not influence the scoring or ranking of proposals. MHEC may terminate negotiation, reject a proposal as non-responsive and/or continue or commence negotiations with other offers reasonably viable for award, if the offeror fails to provide necessary information for negotiation in a timely manner, fails to negotiate in good faith, or is unable to successfully negotiate agreement terms that are acceptable to MHEC and MHEC's member states. Contract negotiations will be conducted primarily by e-mail, conference calls, or internet-based conferences. Any on-site negotiation, if needed, will be held at MHEC headquarters in Minneapolis MN. The offeror will be responsible for all costs, including any travel and per diem expenses.

Section F: Contractual Requirements

The requirements in this section are intended to meet public sector sourcing requirements in MHEC's member states and to establish terms and conditions that allow Eligible Organizations to place a direct order or to enter into a services agreement via a statement of work that focuses primarily on the work to be performed and that does not reiterate the terms and conditions already agreed to in the MHEC master agreement.

The inability of an Offeror to accept the requirements of Section F does not automatically remove Offeror from consideration; however, failure to accept any of the requirements in this section may affect the overall assessment of the Offeror's proposal. For those terms Offeror does not accept, Offeror should state the reasons for their objection. MHEC and Offeror may agree to alter or otherwise change the terms and conditions in any master agreement. MHEC reserves the right to terminate negotiations or reject a proposal as nonresponsive.

F.1 Agreement Term

The Master Agreement shall be effective on the date that the parties to the Agreement sign the Agreement. It shall remain in effect for an initial three (3) year term from the effective date and renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the anniversary of the effective date. Eligible Organizations may procure products and services from the Contractor under the terms of the Master Agreement at any time during the duration of the Agreement.

F.2 Applicable Law

As between MHEC and Contractor, the Master Agreement shall be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state of Minnesota. As between Eligible Organization and Contractor (and/or Contractor's reseller), orders pursuant to the Master Agreement shall be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of an order pursuant to the Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

F.3 Arbitration

MHEC shall reject arbitration clauses in contracts. That does not mean MHEC is unwilling to resolve disputes amicably. However, as an instrumentality of state government, if MHEC or Eligible Organization waives a right such as the right to trial, it is waiving the public's right.

F.4 Assignment

Any agreements entered into as a result of this RFP may not be assigned by the selected Contractor without the express written consent of MHEC and/or Eligible Organizations with active orders.

F.5 Audit

Contractor(s) shall retain and maintain all records and documents relating to the Master Agreement for six (6) years after final payment under an order made by an Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

F.6 Blanket Purchase Orders

The use of blanket purchase orders (BPOs) under any agreement resulting from this RFP is allowable. The use of and number of BPOs to be established resides with the eligible organization or institution.

F.7 Compliance with applicable laws

1. Contractor warrants that both in submission of its proposal and performance of any resultant contract that Contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference.
2. Contractor warrants that both in submission of its proposal and performance of any resultant contract that Contractor will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

F.8 Confidentiality

As an instrumentality of state government, MHEC is subject to Public Records laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the Master Agreement to be kept confidential must be removed or modified to include "to the extent permitted by the law of the relevant state".

F.9 Data Ownership

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Offeror will use Eligible Organization's data only for the purpose of fulfilling its duties under the Master Agreement or an order under the Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

F.10 Debarment & Suspension

Contractor represents that it is not debarred or suspended from doing business with the federal government or any MHEC member states. Furthermore, Contractor shall provide notice to MHEC if the Contractor becomes debarred or suspended at any point during the duration of the Master Agreement.

F.11 Documentation

Contractor shall provide user manuals and related materials and/or give access to on-line documentation sufficient to allow full utilization of the licensed software in accordance with the specifications. Documentation will include but not be limited to overview descriptions of major functions and detailed step-by-step operating procedures for each screen and/or activity.

F.12 Financial Capacity

MHEC reserves the right to require a Financial Capacity report consisting of the following:

1. Sources of financing (shareholders, venture capital, etc.)
2. Bank references and name of auditing firm
3. Last two annual reports and all quarterly reports since the last annual report
4. Identification of the Parent Corporation and any subsidiaries
5. List of all current higher education customers in the MHEC region, and all customers for whom similar work was performed during the past two (2) years

F.13 Force Majeure

Neither Contractor nor MHEC nor procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and/or transportation; or, a

restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

F.14 Indefinite Quantity

Any agreement resulting from this RFP will be an indefinite-quantity contract for the supplies and/or services specified, and effective for the period stated. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract. Delivery or performance shall be made only as authorized by orders issued in accordance with eligible organization(s)' policies. Unless otherwise noted, there is no limit on the number of orders that may be issued.

F.15 Illegal Conduct

All responses must include a statement as to whether or not the Offeror's firm has been convicted of bribery or attempting to bribe a public official, barred from contracting with a unit of local, state or federal government as a result of bid rigging or for any other reason or been convicted of a felony.

F.16 Indemnity, General and Patent

The Contractor shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Contractor shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or procuring Eligible Organization by the Contractor pursuant to this RFP, the Contractor shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or

other intellectual property right arising out of the manufacture, delivery and authorized use of such by procuring Eligible Organization.

F.17 Insurance

The Contractor shall, at its own expense, obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless MHEC specifies otherwise. Eligible Organizations may have additional requirements. Eligible Organization will be responsible for managing compliance with the requirements of this section and/or their institutional requirements.

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - a. Each Occurrence \$ 1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. General Aggregate \$ 2,000,000
2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with minimum liability limits of \$250,000 per person and a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Required only if Supplier drives on Eligible Organization's premises or transports Eligible Organization's employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to Eligible Organization.
3. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
4. If applicable, Professional Errors and Omissions insurance with limits of one million dollars (\$1,000,000) per occurrence.
5. Workers' Compensation as required by applicable Eligible Organization's state law and Employer's Liability Workers' Compensation as required by applicable Eligible Organization's state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
6. Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
7. Cyber Insurance In the event CONTRACTOR will host data, or provide for the hosting of data through a third-party entity, CONTRACTOR shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will

provide, without cost to the CONTRACTOR or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of CONTRACTOR and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year. CONTRACTOR shall defend, indemnify, save and hold harmless, the Eligible Organization, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all suits, claims, or damages of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or omission of the Contractor, or any subcontractor, or their employees or agents.

The insurance coverages listed above must meet the following additional requirements:

8. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
9. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Eligible Organization. The policies shall be in form and terms approved by the Eligible Organization.
10. The duty to defend, indemnify, and hold harmless the Eligible Organization under this agreement shall not be limited by the insurance required in this agreement.
11. The Eligible Organization and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The Eligible Organization shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.
12. A Waiver of Subrogation" waiving any right to recovery the insurance company may have against the Eligible Organization.
13. CONTRACTOR shall furnish a certificate of insurance to the Eligible Organization representative prior to commencement of work under this agreement. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this agreement is a material breach of contract entitling Eligible Organization to terminate agreement immediately.
14. CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements to MHEC and any active Eligible Organizations. CONTRACTOR shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

F.18 Invoicing & Payment

1. Invoicing: The final cost set forth on each invoice shall be equivalent to the cost for each deliverable or service as specified in the Order. CONTRACTOR shall not submit an invoice for any deliverable or service specified in the Scope of Work that Eligible Organization has not fully accepted.
2. Payment
 - a. Payment made in accordance with this section shall constitute payment in full for the services and work performed and the deliverables provided under an order and CONTRACTOR shall not receive any additional compensation hereunder.
 - b. The Eligible Organization shall make payment under this Master Agreement within forty-five (45) calendar days after receipt of an approved invoice.
 - c. Payment of an invoice by Eligible Organization will not prejudice Eligible Organization's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by Eligible Organization not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Master Agreement. At Eligible Organization's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
 - d. For any amounts that are or will become due and payable to Eligible Organization by CONTRACTOR, including liquidated or other damages, Eligible Organization reserves the right to deduct or set-off the amount owed from payments that are or will become due and payable to CONTRACTOR under an order.
3. Travel
 - a. For hourly rates noted as On-Site, CONTRACTOR acknowledges travel expenses are covered by the rate and shall not invoice Eligible Organization for travel expenses.
 - b. For travel expenses not covered by an On-Site rate, Eligible Organization shall reimburse CONTRACTOR for expenses related to travel at amounts not to exceed those outlined below, unless agreed to otherwise by Eligible Organization in advance:
 - i. **Lodging:** Reimbursement shall not exceed the then-current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. Eligible Organization shall not reimburse for incidental and miscellaneous expenses charged to the room, including alcohol, telephone charges, or entertainment (e.g., movies).
 - ii. **Transportation:** Air travel shall be reimbursed by Eligible Organization at the actual cost of airfare for coach class travel only. CONTRACTOR shall

make air travel arrangements at least fourteen (14) days in advance whenever possible. Reimbursement for rented, chartered, or contracted vehicle transportation shall be limited to reasonable rates as determined by Eligible Organization.

- iii. **Meals:** Meals shall be paid on a per diem basis for each day of travel at then-current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy-five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.
- c. Payment for any travel expenses that exceed the travel budget as agreed upon in advance by the parties must be approved by Eligible Organization's project manager.
- 4. Prepayment: Eligible Organization will not be required to make any advance payments to Contractor for any task deliverable or time-and-materials based orders under this Master Agreement. This clause does not apply to subscriptions for which payment is commonly expected prior to activation of coverage, such as periodical subscriptions, memberships, or annual maintenance agreements.
- 5. Payment of Taxes by Eligible Organization: Some public Eligible Organizations are not responsible for and will not pay local, state, or federal taxes. Eligible Organizations will furnish certificates of exemption upon request by CONTRACTOR.
- 6. Purchasing Card: Eligible Organization may make a payment using a credit card as approved by their institution. CONTRACTOR will accept such credit card without passing the processing fees for the credit card back to the Eligible Organization.

F.19 Licensing

Contractor shall provide applicable software licensing terms and conditions for each licensed product. Contractor must agree to amend or modify software licensing agreement to meet statutory requirements. The software license will be a binding legal document in the Master Agreement. In cases where licensing terms conflict with the terms in this Section F, the terms in Section F shall prevail. All automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in those agreements.

F.20 Marketing, Announcements and Publicity

Contractor must assist MHEC in the development and implementation of appropriate marketing strategies. Strategies may include, but are not limited to, webinars, printed material, email materials or a full service MHEC-specific website offering information on products,

supplies, services and prices and the ability to place orders. Mutual review and evaluation of the marketing plans will be done during annual reviews, and at other times upon request.

Contractor shall not appropriate or make use of names or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

F.21 Method of Operation

MHEC will negotiate the pricing structures, terms and conditions and related services provided under the Master Agreement(s). Any terms and conditions which may be the subject of negotiation, will be discussed only between MHEC and the selected Offeror(s) and shall not be deemed an opportunity to amend the Offeror's proposal. MHEC reserves the right to terminate negotiations and select the next response providing the best value for MHEC, prepare and release a new RFP, or take such other actions as MHEC deems appropriate if negotiations fail to result in a successful contract. Once a Master Agreement(s) is formally established, Eligible Organizations will be responsible for procurement and payment of charges associated with the hardware, software, and related services provided to them. MHEC will not be liable for the failure of any Eligible Organization to make payment or for the breach of any term or condition under the Master Agreement. Similarly, unless otherwise agreed to in writing, no Eligible Organization shall be liable for any other Eligible Organization's failure to make payment or for breach of any other term or condition under the Master Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase from the Master Agreement.

F.22 MHEC not liable for Eligible Organizations

MHEC is not liable to Contractor for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Contractor, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise perform pursuant to the terms and conditions of the Master Agreement.

F.23 Non-discrimination

In connection with the furnishing of services under any resulting agreement, Contractor and all its subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. Contractor shall comply with federal and state laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

F.24 Non-Waiver

Either party's failure to exercise any of its rights under this Master Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of this Master Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

F.25 Privacy Laws

CONTRACTOR agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other state and federal privacy laws to the extent applicable to any product or service provided to Eligible Organizations.

F.26 Product and Services Offering

Contractor(s) shall provide products, software, maintenance installation, training and service solution(s) as described in Contractor's proposal. It shall be the Offeror's responsibility to make certain that all hardware, software, services, and support is included in their proposal to guarantee a fully functional solution. It shall be the Contractor's responsibility to verify that any solution proposed will work as specified in the Eligible Organization's environment.

F.27 Purchase of Open Market Items

Open Market items are incidental items, non-contract items, and items not on the price schedule. These items must be clearly identified on any sales quote or sales order as being open market items.

F.28 Reporting

1. Contractor must submit business activity reports each quarter. The quarterly reports should include, at the minimum, the following information:
 - a. Quarter number and year
 - b. MHEC agreement number
 - c. Vendor name
 - d. Name, phone number and email address of person who may be contacted for questions about the report
 - e. Customer Name
 - f. Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)

- g. Address
 - h. City
 - i. State
 - j. Zip Code
 - k. Purchase Order Number
 - l. Product Description
 - m. Date Shipped or Delivered to End User
 - n. Quantity
 - o. List Price
 - p. Sale Price
 - q. Administration Fee
 - r. % Discount
 - s. \$ Savings
 - t. Reseller (if applicable)
2. Quarterly reports and Contract Administration Fees shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

F.29 Severability

If any term of this Master Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Master Agreement did not contain that term.

F.30 Sovereign Immunity

Nothing in this RFP, resulting Master Agreement(s) or orders under the Master Agreement(s) shall be construed to deprive an Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability afforded by Eligible Organizations' state laws applicable to Eligible Organization.

F.31 Spoliation

CONTRACTOR shall promptly notify Eligible Organization of all potential claims that arise or result from this Master Agreement. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Eligible Organization the opportunity to review and inspect the evidence, including the scene of an accident.

F.32 Subcontractors

Offerors may offer the use of subcontractors in their response to the RFP. However, MHEC will consider the Contractor to be the sole point of contact with regard to contractual matters. Any subcontract must acknowledge the binding nature of this Master Agreement and incorporate this Master Agreement, including any attachments. Any use of subcontractors will not release the Contractor from its obligations under the agreement, and the Contractor will be required to indemnify, save and hold harmless MHEC and the Eligible Organization from any and all acts or omissions of said subcontractors while performing services pursuant to any agreement resulting from the RFP. If subcontractors are utilized, MHEC encourages the consideration of minority owned and/or economically disadvantaged businesses.

F.33 Supplemental Agreements / Order of Precedent

Where the terms and conditions of the Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Contractor may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations. Similarly, the Eligible Organization participating in this agreement and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Master Agreement (i.e. invoice requirements, ordering requirements, specialized delivery, etc). Any addendum or supplemental agreement is exclusively between the participating Eligible Organization and Contractor.

F.34 Termination

1. Any resultant Master Agreement may be canceled by either the Contractor or MHEC at any time without cause during its term upon ninety (90) days written notice to the other party.
2. The inability of the Contractor to provide sufficient products or services at the expected service level and/or to perform services on a timely basis may, without limitation, constitute grounds for immediate termination of the master agreement by MHEC or termination of an active order by an Eligible Organization.
3. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of the Master Agreement by MHEC or termination of an active order by an Eligible Organization.
4. MHEC and the Eligible Organization with an active order reserves the right to remove from participation in services associated with this agreement any Contractor's employee

and/or subcontractor whose conduct is deemed unsatisfactory by MHEC or the Eligible Organization.

5. Termination of the Agreement shall in no way limit the parties' remedies at law and equity.

F.35 Termination for Lack of Funding or Authority

1. This provision applies only to publicly funded Eligible Organizations. The Eligible Organization may terminate any resultant order or agreement upon the following conditions.
 - a. If sufficient appropriations are not made by the governing entity to pay amounts due
 - b. If any license, permit, or certificate required by law or rule, or by the terms of this Master Agreement, is for any reason denied, revoked, suspended, or not renewed
2. Contractor(s) shall be notified in writing of non-appropriation at the earliest opportunity. Termination of this Master Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.