

# JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525

(Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938

## **INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for <u>TITLE III GRANT SHAREPOINT CONSULTANT REBID</u> pursuant to specifications. Vendors who do not submit a bid or who do not respond with a "no bid" will be removed from our vendor list for this item.

## **PROPOSALS**:

Proposals will be received and publicly read aloud by the Joliet Junior College, Joliet, Will County, Illinois, at the place, date and time hereinafter designated. You are invited to be present if you so desire.

**PLACE**: Joliet Junior College District

Illinois Community College District #525

Director of Business & Auxiliary Services, Building A, Room 3102

1215 Houbolt Road Joliet, IL 60431-8938

**DATE:** <u>APRIL 9, 2019</u>

FAXES ARE NOT ACCEPTABLE

TIME: 10:00 AM

Proposals received after this time will not be accepted.

Proposals must be made in accordance with the instructions contained herein. They shall be submitted on the forms provided on the College's website in a sealed envelope addressed to the Director of Business & Auxiliary Services, Building A, Room 3102, plainly marked, with the Bidder's Name and Address and the notation:

BID: TITLE III GRANT SHAREPOINT CONSULTANT REBID

PRE-BID MEETING: NOT REQUIRED

#### **DELIVERY**:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

## TAX EXEMPTION:

Joliet Junior College is exempt from Federal, State, and Municipal taxes.

#### **SIGNATURE ON BIDS:**

Joliet Junior College requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

#### **BIDDING PROCEDURES:**

- 1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
- 2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
- 3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

## **SUBSTITUTIONS:**

- 1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
- 3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

## **REJECTION OF BIDS:**

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

## **BUSINESS ENTERPRISE PROGRAM (BEP):**

MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), <u>Business Enterprise</u> <u>Program (BEP)</u> web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (<a href="http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx">http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx</a>) for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a <u>utilization plan</u> and <u>letter of intent</u> that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

## **ACKNOWLEDGEMENT OF ADDENDA:**

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

#### **CLERICAL ERRORS:**

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of <u>total</u> price submitted.

## **SAMPLES**:

Bidder may be required to furnish samples upon request and without charge to the College.

**BID SECURITY: NOT REQUIRED** 

## **PAYMENTS:**

Certified Payroll: **NOT REQUIRED**Partial Lien Waivers: **NOT REQUIRED**Final Lien Waivers: **NOT REQUIRED** 

## **INSURANCE:**

**Consulting and Professional Services – IT Insurance Requirements** 

Worker's Compensation (Coverage A) as required by Illinois statutes, for all employees engaged in the work.

Employers' Liability Insurance (Coverage B) – Minimum of \$500,000

Commercial Liability, Bodily Injury and Property Damage Insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.

**Motor Vehicle Insurance** for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Professional Liability (Errors and Omissions Liability), including Network Security and Privacy Liability: The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance require by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of chis contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the contract.

If Contractor contends that any of the insurance it maintain pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks:

- Liability arising from theft, dissemination, and/ or use of confidential information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form
- Network security liability arising from the unauthorized access to, use of, or tampering with

- computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

## **Additional Requirements:**

- The policy shall provide a waiver of subrogation
- The policy shall be endorsed to include additional insured language, such as: "Joliet Junior College, its affiliated organizations, successors, or assignees and its officials, trustees, employees, agents, and volunteers shall be named as additional ins reds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Minimum Limits	
Per Loss	\$1,000,000
Aggregate	\$1,000,000

**Crime Coverage, if applicable:** Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on Joliet Junior College premises, third-party fidelity coverage extension shall apply.

The policy shall include coverage for all employees of the Contractor.

- The bond or policy shall include coverage for extended theft and mysterious disappearance.
- The bond or policy shall not contain a condition requiring an arrest and conviction.

Minimum Limits	
Per Loss	\$1,000,000.00

**Additional Insurance Requirements:** The policies shall include, or be endorse to include, the following provisions:

- 1. On insurance policies where Joliet Junior College is named as an additional insured, Joliet Junior College shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to Joliet Junior College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Joliet Junior College, **attention to Robert Galick**, **Vice President of Administrative Services, at 1215 Houbolt Road**, **Joliet**, **IL**, **60431**. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify Joliet Junior College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**Acceptability of Insurers**: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Illinois and with an "A.M. Best" rating of not less than A- VII. Joliet Junior

College in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:** Contractor shall furnish Joliet Junior College with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by Joliet Junior College before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to Joliet Junior College at the address shown. The project/contract number and project description shall be noted on the certificate of insurance. Joliet Junior College reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

**Subcontractors:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to Joliet Junior College separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**Approval:** Any modification or variation from the insurance requirements in this contract shall be made by the risk management department or the Vice President of Administrative Services, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

## PERFORMANCE BONDS: NOT REQUIRED

## LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

## SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

## **DAMAGE AND NEGLIGENCE:**

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any

person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

## **INVESTIGATION OF BIDDERS:**

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

## **DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

## APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED

#### **SUBCONTRACTORS:**

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

## PREVAILING WAGE RATE: NOT REQUIRED

## **BID QUANTITIES:**

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

## **BID AWARDS:**

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

## **TERMINATION OF FUNDING:**

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

## **CHANGES TO CONTRACT AFTER BID AWARD:**

There shall be no deviations from any work without a written change order. All change orders must be

approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

## **GENERAL:**

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act. The Customer reserves the right to request additional information after your proposal has been submitted.

Governing law must be Illinois. Agreement shall be litigated only in the Circuit Court 12th Judicial Circuit, Will County, Illinois. Payments are subject to the Illinois Prompt Payment Act.

## **BLACKOUT PERIOD:**

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.



## Janice Reedus Director of Business & Auxiliary Services

# JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525

(Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938 Telephone: (815) 280-6640

Fax: (815) 280-6631

## INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:

http://www.jjc.edu/community/vendors

QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO:

purchasing@jjc.edu

## **CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNA	TURE OF	F CONT	RACTOF	R/BIDDER
TITLE				
DATE				

## THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College Illinois Community College District #525 Director of Business & Auxiliary Services, Building A, Room 3102 1215 Houbolt Road Joliet IL 60431

## **Scope of Work**

Please provide a statement of work to support JJC patch implementation and augment the JJC team by providing SharePoint, SQL, and Microsoft Server administrative support.

JJC runs their Student and Staff portal leveraging Ellucian's Education Portal solution. The solution is built on a SharePoint. The SharePoint application, pages, and configuration works in conjunction with Ellucian portal product. (https://www.ellucian.com/higher-education-portal/)

The plan is for the vendor to first apply the appropriate patches quarterly on our test servers. Patches may include updates we identify for the Server Operating System, SharePoint, SQL Database, or Colleague Portal Application. They will ensure the functionality of the system returns and work with JJC to issues the patching broke (if any). Once the patching is verified, the vendor will assist in packaging and implementing the patching in production during an outage window. Upon implementing, the vendor will work to support JJC to fix any issues the patching may have broken in production. In addition to patching, some additional assistance in SQL backups are required.

As part of the proposal please indicate number of hours/rate per hour needed in advance to understand details about our environment; see 'Onboarding' section below for detailed information surrounding this requirement. The proposal should clearly state work proposed onsite or remote and costs associated (if any) with work onsite. In addition, the vendor should note that JJC's production patching will be done during off hours and/or on a weekend.

The awarded vendor must be a Microsoft Gold Partner. As part of the proposal, vendors should include proof of Microsoft partnership, hourly rates and team member bios. Please clearly identify the specific role(s) of each team member. Members the vendor bids for this proposal will require administrative access and must comply to the guidelines in outlined in the "Outside Party Administrative access" section below.

The desire is to have a quote for not to exceed funding requirements required to partner with JJC to successfully patch their test and production environments.

#### **Outside Party Administrative Access**

Joliet Junior College reserves the right to request a background check for any individual with administrative access. Access cannot be granted to subcontractors of the contracted firm, only to direct employees of the awarded firm. The college will not grant administrative-level access to individuals located outside of the United States for security measures.

Firms must be willing to sign the college's Third Party Network Connection Agreement. A sample agreement has been included within the bid documents for your reference.

## **JJC's Environment**

The JJC Production Farm is made up of 5 servers and the test environment is made of four. They are effectively the same environment, although JJC does not use a cache server in test.

Production Servers	Test Servers
Application Server	SQL DB server
Web Front End 1	Web Front End 1
Web Front End 2	Web Front End 2
SQL DB Server	Application/Index

## **Roles and Responsibilities**

Task	Roles and Responsibilities
Server Windows Patching	Vendor
SQL Server Patching	Vendor
SQL Server Maintenance	Vendor
SharePoint Farm Servers Patching	Vendor
SharePoint Farm Servers Maintenance	Vendor
Ellucian Colleague Portal Patching/Maintenance	JJC(Colleague Server)/Vendor (SharePoint)
Post Patching Validation	JJC
Any Needed Support	JJC
Any 3 <sup>rd</sup> Party Software Issues	JJC

## **Onboarding**

Bidders must provide an hourly rate and estimated number of hours to complete the following tasks.

- a. Introduction to key stakeholders, JJC IT staff, and background on the portal project and Title III goals.
- b. Learning the infrastructure and architecture of our JJC portal and how all the servers relate to each other. This would be for both our test and production environments.
- c. Review and fully understand of how to take over what work has been done by past contractors as it relates to:
  - a. Server Patching including servers used for our SharePoint environment and our interdependence to Colleague patch schedules
  - b. Database backups
  - c. Detailed understanding of the test plans what we need from them and our stakeholders on our pre-patch and post patch testing
  - d. Understanding of test scripts and approaches for portal workflow testing and remediation.
  - e. The architecture, configuration and details needed to support of Single Sign On setup
- d. Review the issues logs associated with go live and updates to insure they are familiar with JJC's problem areas./ critical areas to fix or test first Testing Center, Disability Services to name some
- e. Review, learn, and be in position to debug/support all the custom portlets, workflows, integrations and forms created for JJC's portal including:
  - a. Canvas web part and SSO
  - b. Halogen SSO
  - c. Custom (written in C#) Portal Canvas Icampus Portal API
  - d. JJC academic tracker
  - e. Makeup test / icampus test
  - f. People picker in forms
  - g. JJC developed forms
- f. Be setup through security for remote access to our systems and understanding of IT policies and security
- g. Be setup with Ellucian Colleague a JJC vendor for access to Ellucian hub documentation

## Patching scope

The test and production server farm need to be patched including:.

- a. Windows Patching/Upgrades
- b. SharePoint Farm Server Patching
- c. SQL Server patching and additional help in backup
- d. Colleague Portal Application SharePoint Patching in conjunction with Portal Server Application

## **Tasks Performed by JJC Team**

Below are JJC Tasks to be completed

- a. Patching of Ellucian Colleague in conjunction with vendor
- b. Server level backups will be performed by JJC team.
- c. For servers that are VM's, JJC team will have VM Backups/Snapshot.
- d. Post Patching Validation using test script.

## **Tasks Performed by Vendor**

- a. Analyze Test & SharePoint farms for required patching
- b. Run pre-patching reports to compare with post patching reports
- c. Backups to be done
  - a. Sharepoint configuration folder backup.
  - b. SQL Server Backups from SQL Server Maintenance jobs
- d. SQL Server Tasks
  - a. Configure SQL Server Maintenance jobs
  - b. Monitor SQL Server Backups
- e. Windows Patching Update servers to latest patch level
- f. SQL Server Patching
- g. SharePoint farm patching: Update the path to latest SharePoint 2013 patches
- h. Post Patching High level validation & report generation.
- i. Post Patching monitoring
- j. An open bucket of 8 hours support to be used as needed.

## MAIN AREAS FOR THIS ONE-YEAR BLOCK OF HOURS

- Provide support for JJC patch implementation and augment the JJC team by providing SharePoint, SQL, and Microsoft Server administrative support two times during the year. Patching support needs to be provided off-hours.
- Provide expertise to help design, implement, and support Portal and Canvas integrations and Single Sign-On (SSO) authentication to and from our ADFS/SAML based SharePoint portal and third-party systems. One specific area will be ability to update our Student Verification to the new authentication requirements of the National Student Clearinghouse
- Provide JJC team with more training on SharePoint template design, and SharePoint form design.
   Making forms compatible with SharePoint 2016 and provide SharePoint form development best practice guidelines and suggestions.
- Coordinate with JJC to support Ellucian Portal patching and version upgrades, and move custom Campus API to Ellucian capabilities packaged in Portal Application
- Provide training to the JJC staff on making changes/modifications to any built web parts or updates

## AMONG OTHER TASKS, THE REMAINING BLOCK OF HOURS MAY BE USED FOR:

- Assistance in tuning, administration, backup creation, and other administration tasks for SharePoint server farm
- Periodic troubleshooting of mission critical applications that interface with the SharePoint based portal application.

The awarded vendor is responsible to provide a quote reflecting the hourly rate provided in this bid for JJC approval before the start of each individual project. The college is not responsible to fund work which has not been approved in advance.

This agreement will begin at the time of the bid award and end on September 30, 2019 with the option to renew for one additional one-year term upon the agreement of both parties.

Please complete the pricing form below based on the information provided within the bid documents.

Description	Response
Houly Rate to complete the items encompassed within	ć
the entire scope of work & entire term of the contract.	۶
Number of hours needed to complete entire scope of	
work.	
Total Project Cost	\$

Bidders must also provide a copy of the company's rate card for reference purposes only.

	e are a Microsoft Go e have included a co		nny's rate card.	
Firm			 Authorized S	ignature
Address		<del></del>	Printed Signa	ature
City	State	Zip	Date	Phone Number
E-mail Add	lress		FAX	

Bid results can be viewed at <a href="www.jjc.edu/community/vendors">www.jjc.edu/community/vendors</a>

## JOLIET JUNIOR COLLEGE THIRD PARTY NETWORK CONNECTION AGREEMENT

This Network Connection Agreement (the "Agreement")	by and between Jo	oliet Junior Co	llege, Illinois	S
Community College District No. 525 ("JJC"), with princip	al offices at 1215	Houbolt Rd.,	Joliet, IL and	Ł
	(Company	Name), wi	th principa	١
offices at		_(address), I	nerein after	r
known as "Business Associate", is entered into as of the o	late last written be	low ("the Effe	ctive Date").	

## **SECTION 1: TERMS AND CONDITIONS**

**Object:** To ensure that a secure method of connectivity is provided between JJC and Business Associate and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

**Definition:** "Network Connection" means the JJC connectivity option listed in Section 2 (B) of the Network Connection Procedure.

1. <u>Right to Use Network Connection</u>. Business Associate may only use the Network Connection in accordance with this Agreement and for business purposes as outlined by the Third Party Network Connection Request - Information Requirements Document and for the purposes of only what is contained in their Statement of Work (SOW) and/or other professional agreement.

## 2. Network Security.

- 2.1 Business Associate will allow only Business Associate employees approved in advance by JJC ("Authorized Business Associate Employees") to access the Network Connection as outlined in Section 3 Information Requirements of this agreement. Business Associate shall be solely responsible for ensuring that Authorized Business Associate Employees are not security risks, and upon Joliet Junior College's request, Business Associate will provide Joliet Junior College with any information reasonably necessary for Joliet Junior College to evaluate security issues relating to any Authorized Business Associate Employee's access to the Network Connection.
- 2.2 Business Associate will promptly notify Joliet Junior College whenever any Authorized Business Associate Employee leaves Business Associate's employment or no longer requires access to the Network Connection.
- 2.3 Unless otherwise required by or provided for in this Agreement, each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.

## 3. Information Security.

- 3.1. Business Associate agrees to comply with all applicable laws, regulations, and College policies, including, but not limited to, JJC Responsible Use of Information Technology Policy, Family Educational Rights and Privacy Act ("FERPA") and the Illinois Personal Information Protection Act ("PIPA"). In addition, Business Associate agrees to preserve the confidentiality and integrity of confidential and proprietary College data (hereinafter referred to as the "College Data") with administrative, technical and physical measures that conform to generally recognized industry standards and best practices. The measures shall be designed to ensure the confidentiality and security of the College's Data, protect against any anticipated hazards or threats to the integrity or security of the College Data, and protect against unauthorized access to or use of the College Data that could result in substantial harm or inconvenience. Such appropriate measures shall be subject to review and approval by the College and the College has the right thereafter to audit the Business Associate's measures upon reasonable notice to Business Associate and to request additional controls or measures be added or put in place where the College reasonably believes College Data will be compromised without such additional controls or measures. Business Associate also agrees that security breaches, or incidents shall be reported immediately to the College. The parties agree that noncompliance with this paragraph is a material breach of this Agreement.
- 3.2. Business Associate shall limit disclosure of College Data within its own organization to its directors, officers, members and/or employees having a need to know and shall not disclose College Data to any third party (whether an individual, corporation, or other entity) without the prior written consent of the College. Business Associate shall have satisfied its obligations under this paragraph if it takes reasonable affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the College Data. All College Data will be protected by reasonable security safeguards against such risks as loss, unauthorized access, destruction, use, modification or disclosure.
- 3.3. <u>End of Agreement Data Handling</u>. Business Associate agrees that upon termination of this Agreement, Business Associate shall return all College Data to the College and, in a manner compliant with industry standards, shall destroy, erase and render unrecoverable all copies of the College's Data remaining in the possession or control of Business Associate.
- 3.4. Exclusions from Obligations. Business Associate's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Business Associate; (b) discovered or created by the Business Associate before disclosure by JJC; (c) learned by the Business Associate through legitimate means other than from JJC or JJC's representatives; or (d) is disclosed by the Business Associate with JJC's prior written approval.
- 4. <u>Notifications</u>. Business Associate shall notify JJC in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Business

Associate's opinion a change in the functional requirements of the Network Connection is necessary.

- 5. <u>Noncompetition</u>. During the period of this Agreement with JJC and for a period of twenty-four (24) months after the termination or expiration thereof, with respect to intellectual property not patented, copyrighted or otherwise afforded similar legal protection, Business Associate will not directly or indirectly divert or take away, or attempt to divert or take away, any intellectual property (with respect to products or services of the kind or type developed, produced, marketed, or furnished) belonging to JJC and will not take any of the aforementioned or any reproduction of any of the aforementioned that is embodied in a tangible medium of expression.
- 6. <u>Confidentiality</u>. All information provided by JJC in connection with this agreement shall be considered confidential, proprietary information, and must not be disclosed to individuals outside of the Business Associate's organization immediate need-to-know (individuals identified in Section 3 only) without prior written approval by JJC.
- 7. <u>Term, Termination and Survival</u>. This Agreement will remain in effect until terminated by either party or immediately when the work is signed-off as completed. Either party may terminate this agreement for convenience by providing not less than seven (7) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement.

#### 8. MISCELLANEOUS.

- 8.1. <u>Severability</u>. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 8.2. <u>Waiver</u>. No delay or omission of any party to this Agreement to exercise his, her or its rights under this Agreement shall impair any such right or power or shall be construed as a waiver or acquiescence of any default. No waiver of any default shall be construed, taken or held to be a waiver of any other default.
- 8.3. <u>Assignment</u>. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 8.4. Force Majeure. Either party shall be excused for failures and delays in performance of its obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any acts of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. This provision shall not, however, release any party from using good faith efforts to avoid or remove such cause and such party shall continue performance hereunder, whenever such causes are removed. Upon claiming any such delay or excuse for nonperformance, such parties shall give prompt written notice thereof to the other party, and provided that failure to give such notice shall not in any way limit the operation of this provision.

8.5. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written addendum executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Illinois law without regard to choice of law provisions. The venue for the enforcement of any action taken pursuant to the terms and provisions of this Agreement shall be solely in the Twelfth Judicial Circuit, Will County, Illinois.

## **SECTION 2: NETWORK CONNECTION PROCEDURE**

**Purpose:** To ensure that a secure method of network connectivity between JJC and Business Associate and to provide a formalized method for the request, approval and tracking of such connections.

**Scope:** External Business Associate data network connections can create potential security exposures. To mitigate this, all external Business Associate data network connections will be via JJC VPN or RDS servers whenever possible. This procedure applies to all new Third Party Network Connection requests and any existing Third Party Network Connections.

**Definitions:** A "Network Connection" is defined as one of the connectivity options listed in Section B. below. "Third Parties" is defined as JJC Partners, Vendors, Suppliers and the like.

## A. Third-Party Connection Requests and Approvals

All requests for Third Party connections must be made using the appropriate method based on the support organization. The required information is outlined in the **Third Party Connection Request** - **Information Requirements Document** (See Section 3 of this document). All information requested on this form must be completed prior to approval and sign off. It is Business Associate's responsibility to ensure that Business Associate has provided all of the necessary information and that such information is correct.

All Third Party connection requests must have a JJC Executive Director or Vice President level signature for approval. In some cases approval may be delegated with pre-authorization.

As a part of the request and approval process, the technical and administrative contact within Business Associate's organization will need someone at a higher level within Business Associate that is authorized to review and sign the "Third Party Connection Agreement" and additional documents, such as a Statement of Work Agreement (if any is provided by JJC).

## **B. Connectivity Options**

The following connectivity option is the standard method of providing a Third Party Network Connection. Anything that deviates from this standard method must have a waiver sign-off at the Joliet Junior College Executive Director or VP level.

- 1) Virtual Private Network (VPN) Individuals designated as the technical contacts will have accounts created per the Third Party Connection Request Information Requirements Document (See Section 3 of this document). All Third Party accounts will be created with an expiration date according to the documentation.
- 2) Remote Application and/or Desktop Services Individuals designated as the technical contacts will have accounts created per the Third Party Connection Request - Information Requirements Document (See Section 3 of this document). All Third Party accounts will be created with an expiration date according to the documentation.

#### C. Services Provided

Services provided over the Remote Application and/or Desktop services will be limited only to access needed, and only to those devices (hosts) needed. Blanket access will not be provided for anyone. The default policy position is to deny all access and then only allow specific access to applications/hosts that are needed and approved by JJC pursuant to the established procedure.

In no case shall a Third Party Network Connection to JJC be used as the Internet connection for the Third Party.

JJC shall not have any responsibility for ensuring the protection of Third Party information. The Third Party shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

## D. Audit and Review of Third Party Network Connections

All aspects of Third Party Connection may be monitored by the appropriate JJC technician. Any unauthorized access or changes will be investigated immediately.

## E. Connections Do Not Meet Third-Party Requirements

When existing Third Party Network Connections do not meet all of the guidelines and requirements outlined in this document, a proposed solution will be submitted for review and approved by the Information Security Office pursuant to the established procedure.

## **SECTION 3: INFORMATION REQUIREMENTS**

In accordance with College Polices and Procedures, all requests for Third Party Network Connections must be completed by the Joliet Junior College employee requesting and sponsoring Business the Network Connection.

## A. Contact Information

## **JJC Sponsor / Project Manager Information**

Name/Title:	Jim Serr/Executive Director of Information Technology
Department:	Information Technology
Phone Number:	815-280-6641
Email Address:	jserr@jjc.edu

Manager's Name/Title:	
Phone Number:	
Email Address:	
Director or VP's	Jim Serr/Executive Director of Information Technology
Name/Title:	
Phone Number:	815-280-6641
Email Address:	jserr@jjc.edu

**Business Associate Technical Contact (Using Network Connection)** 

Name/Title:	
Business Associate Name:	
Department:	
Phone Number:	
Email Address:	
Manager's Name:	
Phone Number:	
Email Address:	
Director or VP's Name:	
Phone Number:	
Email Address:	

**Business Associate Back-up Technical Contact** 

Business Associate Name/Title:	
Department:	
Phone Number:	
Email Address:	
Manager's Name/Title:	
Phone Number:	
Email Address:	

- B. Problem Statement/Purpose of Connection Business Associate must include a statement about the business needs of the proposed Network Connection. What is the desired end result?
- C. Scope Business Associate must include a statement about the scope of the engagement. In some cases, the scope of needs may be jointly determined by JJC and the Business Associate.
  - a. What is the business need?
  - b. What access is needed?

- c. Are there any future requirements?
- D. What type of work will be done over the network connection?
  - a. What applications need to be used?
  - b. Will there be a need for data transfers? What type?
- E. Are there any known issues such as special services that are required?
- F. What is the requested initiation date? (Minimum lead-time is 3 days).
- G. What is the approximate duration of the Third Party Network Connection?
- H. Are there any pre-existing Network Connections at JJC with this Business Associate?
- I. Other useful information.

## SECTION 4: NON-COMPETITION AND NON-DISCLOSURE

The Non-Competition and Non-disclosure section is entered for the purpose of preventing the unauthorized disclosure of Confidential and Proprietary Information as defined in this agreement. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

- Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall
  include all information or material that has or could have commercial value or other utility in the business
  in which JJC is engaged. All information provided by JJC in connection with this Third Party Network
  Connection Agreement shall be considered confidential and proprietary information and must not be
  disclosed to individuals outside of the Business Associate's organization without prior written approval
  by JJC.
- 2. Exclusions from Confidential Information. Business Associate's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Business Associate; (b) discovered or created by the Business Associate before disclosure by JJC; (c) learned by the Business Associate through legitimate means other than from JJC or JJC's representatives; or (d) is disclosed by Business Associate with JJC's prior written approval.
- 3. Noncompetition. During the period of this agreement with JJC and for a period of twenty-four (24) months after the termination or expiration thereof, the Business Associate will not directly or indirectly divert or take away, or attempt to divert or take away, any Intellectual Property (with respect to products or services of the kind or type developed, produced, marketed, or furnished) belonging to JJC and will not take any of the aforementioned or any reproduction of any of the aforementioned that is embodied in a tangible medium of expression.

- 4. **Obligations of Business Associate.** Business Associate shall hold and maintain Proprietary and Confidential Information in strictest confidence for the sole and exclusive benefit of JJC. Business Associate shall carefully restrict access to Confidential and proprietary Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Business Associate shall not, without prior written approval of JJC, use for Business Associate's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of JJC, any Confidential and Proprietary Information. Business Associate shall return to JJC any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential and Proprietary Information immediately if JJC requests it in writing.
- 5. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Business Associate's duty to hold Confidential and Proprietary Information in confidence shall remain in effect until the Confidential and Proprietary Information no longer qualifies as a trade secret or until JJC sends Business Associate written notice releasing Business Associate from this Agreement, whichever occurs first.
- 6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 7. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- 8. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 10. Agreement. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written addendum executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by Illinois law without regard to choice of law provisions. The venue for the enforcement of any action taken pursuant to the terms and provisions of this Agreement shall be solely in the Twelfth Judicial Circuit, Will County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Joliet Junior College	
	Business Associate Company Name
Name/Title (Print)	Name/Title (Print)
Authorized Signature	Authorized Signature
Date	Date
	Phone #
	Email