



**Addendum No. 2**  
Page 1 of 1

**DATE:** June 13, 2024

Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**TO:** Prospective Respondents  
**SUBJECT:** Addendum No. 2  
**PROJECT NAME:** Continuing Education Registration Software  
**JJC PROJECT NO.:** R24007

This Addendum forms a part of the Bidding and Contract Documents and modifies the original bidding document as posted on the JJC website. Acknowledge receipt of this addendum in the space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

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Joliet Junior College's ***Third Party Network Connection Agreement*** is referenced on page 13 of the RFP document and was inadvertently omitted. A copy is attached to this addendum. This copy is only for your reference as the awarded firm must be willing to sign this agreement to move forward with the project.

**End of Addendum #2**



## Addendum #2

**DATE:** June 13, 2024

Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**TO:** Prospective Respondents  
**SUBJECT:** Addendum No. 2  
**PROJECT NAME:** Continuing Education Registration Software  
**JJC PROJECT NO.:** R24007

**Please acknowledge receipt of these addenda by including this page with your proposal. Include your company name, printed name, title, and signature in your acknowledgement below. Failure to do so could result in disqualification of your bid.**

Issued by:

Matt Stephenson  
Senior Director of Business & Auxiliary Services  
Joliet Junior College  
815.280.6643

I acknowledge receipt of Addendum #2.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**JOLIET JUNIOR COLLEGE**  
**THIRD PARTY NETWORK CONNECTION AGREEMENT**

This Network Connection Agreement (the "Agreement") by and between Joliet Junior College, Illinois Community College District No. 525 ("JJC"), with principal offices at 1215 Houbolt Rd., Joliet, IL and \_\_\_\_\_(Company/Vendor Organization Name), with principal offices at \_\_\_\_\_(address), herein after known as "Business Associate", is entered into as of the date last written below ("the Effective 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. Right to Use Network Connection. 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. The 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 End of Agreement Data Handling. 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. **Notifications.** 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. **Noncompetition.** 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. **Confidentiality.** **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. **Term, Termination and Survival.** 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 **Severability.** 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 **Waiver.** 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 **Assignment.** 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 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 should 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 Policies 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 – (Internal)**

<b>Name/Title:</b>	
JJC Department:	
JJC Phone Number:	
JJC Email Address:	
<b>Manager's Name/Title:</b>	
JJC Phone Number:	
JJC Email Address:	
<b>Director or VP's Name/Title:</b>	
JJC Phone Number:	
JJC Email Address:	

**Business Associate (External Vendor/Organization) Technical Contact (The person using the Network Connection)**

<b>Name/Title:</b>	
<b>External Business Associate Name:</b>	
External Department:	
External Phone Number:	
External Email Address:	
<b>Business Associate's Manager Name:</b>	
External Phone Number:	
External Email Address:	
<b>External Director/Chief:</b>	
External Phone Number:	
External Email Address:	



- B. 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?
- C. 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?
- D. Are there any known issues such as special services that are required?
- E. What is the requested initiation date? (Minimum lead-time is 3 days).
- F. What is the access termination date? If an exact date is not provided the account will be automatically disabled after 30days and the network connection with be terminated?
- G. Are there any pre-existing Network Connections at JJC with this Business Associate?
- H. 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").

1. **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 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**

\_\_\_\_\_  
**External Business Associate/Vendor Organization Name**

\_\_\_\_\_  
Name/Title (Print)

\_\_\_\_\_  
Name/Title (Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email