

# REQUEST FOR PROPOSAL #R25001

Managed Detection and Response Services

# Joliet Junior College Request for Proposal

# **Background**

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 11,411 full time and part time students enrolled in Spring 2022 classes and about 1,377 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district.

JJC has approximately 12,000 students per year enrolled in credit courses.

#### **Vision Statement**

Joliet Junior College is the first choice for learning, working and cultivating pathways to prosperity.

#### **Mission Statement**

Joliet Junior College inspires learning, strengthens communities and transforms lives.

#### **OVERVIEW**

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from Providers for services relating to Managed Detection and Response Services.

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.

# I. RFP SCHEDULE & SUBMISSION INSTRUCTIONS

Date (2024)	Event
Thursday, August 29, 2024	Vendors contacted via email / advertised
Tuesday, September 10, 2024 at 2:00 PM CST	Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q and A section. AND Appendix B Part A information.
Friday, September 13, 2024	Responses to questions will be addressed via addendum.
Tuesday, September 24, 2024, by 2:00 PM CST	Proposals must be submitted electronically through the ESM Solutions electronic sourcing site.
September 25-30, 2024	JJC Evaluation Team reviews proposal
October 1-4, 2024	Possible presentations by two top short-listed firms
October 17, 2024	Notification of Award

- **A. ADVICE:** The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be the Senior director of Business and Auxiliary Services, telephone (815) 280-6640.
- **B. SUBMISSION:** The submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal.

A step-by-step <u>supplier registration guide</u> is posted to the college's website for your reference. <u>General supplier guides</u> are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

# **Registration Link:**

 $\underline{https://supplier.esmsolutions.com/registration\#/registration/contactInformation/}$ 

**General Supplier Guide (ESM Documents):** 

https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides Supplier Registration Guide (JJC Document):

https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Senior Director of Business and Auxiliary Services or Joliet Junior College.

- **C. ADDENDA:** The only method by which any requirement of this solicitation may be modified is by written addendum.
- D. BLACKOUT PERIOD: After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of proposal submission requirements or any information pertaining to preproposal conferences. Such vendors making such request shall email the Senior director of Business and Auxiliary Services, at <a href="mailto:purchasing@jjc.edu">purchasing@jjc.edu</a> No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. 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 response.

#### II. GENERAL TERMS AND CONDITIONS

See Appendix A - These terms and conditions will become part of the final awarded contract. Please note any of the terms that your firm wants to consider for negotiation.

#### III. FORMAT FOR RESPONSE

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified. All proposals must be submitted via email through the ESM Solutions electronic sourcing site. Please note that all vendors will

have to complete an on-line registration process prior to submitting your proposal. See item I.B above for more information.

- **A. TITLE PAGE:** Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.
- **B.** TABLE OF CONTENTS: Clearly identify the materials by sections and page number(s).
- C. LETTER OF TRANSMITTAL: Limit to one or two pages.
  - 1. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
  - 2. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.
  - 3. Vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal.
- **D. PROFILE OF VENDOR:** Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process.
  - 1. Provide a list of the vendor's top five current and prior two-year clients indicating the type of services the organization has performed for each client.
  - 2. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
  - 3. Indicate any third-party firms involved with your program and state their role(s).
  - 4. Provide contact information (name, phone number, and email address of at least three (3) references for projects of similar size and scope.
- **E. SCOPE SECTION:** Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.
- F. RESPONSES TO ADDENDUM
- G. PRICES RESPONSES
- H. INVOICING PROCEDURE
  - 1. Describe the firm's invoicing procedures.
  - 2. Include documentation identifying all of the vendor's fees.
  - 3. JJC requires minimum payment terms of Net 45.
- I. PROPOSED CONTRACT: Please submit a draft contract for the services being offered.
- J. CERTIFICATION OF CONTRACT/BIDDER

# IV. SCOPE OF WORK

See Appendix B

# V. SUPPLEMENTAL QUESTIONS

If the proposed product/service involves the usage, storage, or transmission of Joliet Junior College's stakeholder data, please respond to the following:

- A. Describe your organizations approach to the management of information security and to securely managing client information.
- B. Does your organization have an information security management policy?
- C. How do you safeguard client information at your organization?
- D. Does your organization have a comprehensive risk management structure for the management of client information?
- E. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
- F. List the type of documented information security policies that your firm has in place.
- G. Has your organization implemented any ISO27001 (or similar) principles or requirements?
- H. Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?

# VI. PROPOSED PRICING

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analyses. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor. **See Appendix B Part N for details on pricing requirements.** 

#### VII. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include the following considerations through a weighted scoring system:

	DESCRIPTION	WEIGHT
1	The quality and range of services the firm proposes to provide.	10%
	Recognized leader as a provider in the industry the firm's overall	
	experience, reputation, expertise, business and financial stability.	
	Includes Vendors past relationship with JJC (if applicable).	
2	The extent to which the goods or services meet JJC needs. Compliance	10%
	and capability of the technical solution as required by JJC.	

3	Clearly defined Project Implementation Strategy, Process, Communication and Documentation.	10%
4	The experience and qualifications of the staff that will be assigned to service JJC's account.	10%
5	The ability to provide service in an expedient and efficient manner. The providers capability to respond to issues/request in a timely manner and Solution's Uptime data	10%
6	Vendor's ability to provide technical experience to meet service requests. Vendor's Data Security Practices and Policies and Compliance with JJC's Information Security Requirements.	10%
7	Quality and Range of reports (Management, Administration, Standard and Custom Reports- if applicable)	5%
8	Vendor's financial terms offered to JJC. Including all costs to acquire, implement, utilize, and maintain the vendor's products and services	5%
9	The Training options available (if applicable).	5%
10	Commitment to diversity*	20%
11	Any other relevant factor that a private business entity would consider in selecting a supplier.	5%

# \*Commitment to diversity considerations may include:

- Business Enterprise Program (BEP) certification or utilization that meets or exceeds the college's 30% goal
- Assistance to BEP firms in obtaining lines of credit, insurance, equipment, supplies, or related services
- Percentage of prior year revenues for projects that incorporate the involvement of BEP firms
- Existence of a written supplier diversity plan or training/mentoring program for BEP firms
- Percentage of members serving the firm's governing board, senior executive, and managers who are women, minorities, or persons with a disability

# **CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on or responding to 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.

SIGNATURE OF CONTRACTOR/BIDDER
TITLE
D.A.T.
DATE

# Appendix A

# **General Terms and Conditions**

**Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.

**Purchase:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Senior director of Business and Auxiliary Services.

**Right to Cancel:** JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

**Dispute Resolution:** JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

**Costs:** All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

**Proprietary Information:** Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

# Illinois Department of Human Rights Act

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.



# **Sexual Harassment Policy**

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder/respondent who submits a bid, proposal, or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

#### **Illinois Criminal Code of 1961**

Responding vendors must not be barred from bidding on/responding to 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.

# **Business Enterprise Program (BEP):**

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, women-owned, and/or persons with a disability-owned business in the procurement process. This solicitation strives to meet the 30% aspirational goal established for 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] as outlined below. 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), Business Enterprise Program (BEP) 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

https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor\_Registration.aspx for complete requirements for BEP certification. BEP certified firms and firms utilizing subcontractors for the project shall submit a utilization plan and letter of intent that meets or exceeds the college's 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.

**Negotiation:** JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

**Award:** The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

**Retention of Documentation:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the

contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

**Quantity:** There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

**Insurance:** The supplier performing services for JJC shall: Maintain worker's compensation insurance as required by Illinois statutes, for all employees

engaged in the work.

Maintain 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 TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide 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 TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

**Taxes**: JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

**Indemnification:** The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts, falsification of information, or omissions of the supplier.

In the event the supplier breaches its Business Enterprise Program (BEP) obligation as described within the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) and pledged within the supplier's submitted utilization plan, the supplier is required to pay liquidated damages to Joliet Junior College equal to 20% of the award amount for college-funded projects. For projects involving state or federal funds, the supplier is required to pay liquidated damages to Joliet Junior College equal to the full amount of the award amount.



# Appendix B

#### Scope of Work

TERM OF CONTRACT: Any contract that results from this RFP shall be for a period of three years from the date of the contract award. Assuming continued availability of funding, JJC may, at its sole option and with the consent of the supplier, renew the contract for up to an additional two (2) one-year terms.

JOLIET JUNIOR COLLEGE (JJC) is seeking proposals from qualified vendors for a highly reliable, secure, enterprise-level Managed Detection and Response (MDR) solution to enhance cybersecurity capabilities. The objectives include partnering with a comprehensive MDR service provider, ensuring seamless integration, enhancing threat detection and response capabilities, and complying with educational industry standards.

The selected vendor will provide 24/7/365 monitoring and incident response services, integrate with Microsoft Azure Sentinel, Microsoft Defender for Endpoint, and Palo Alto NGFW for enhanced security analytics, ensure compliance with relevant educational industry cybersecurity standards, and offer strategic cybersecurity guidance.

Vendors must demonstrate professional enterprise level experience in providing MDR services (Security Operations Centers and Managed Security Services) to higher education institutions, capability to integrate services with Microsoft Azure Sentinel, compliance with Higher Education industry standards. Proposals should include an overview of the vendor's qualifications, a detailed description of the proposed services, resumes, case studies or references from similar projects, and a transparent pricing structure.

Key points related to the MDR/SOC/MSS integration include 24/7/365 monitoring and incident response, security intelligence retention, additional security expertise for alert management, development of a vulnerability management program, adherence to compliance drivers, proactive monitoring by the MSS team, and support for CEF Forwarding onboarding and configuration of Microsoft Sentinel SIEM. The vendor will also be responsible for connecting EDR tools and data connectors to the SIEM, verifying native Microsoft Sentinel integrations, and maintaining and fine-tuning existing analytics rules. JJC prefers that all Key Features are native to the primary proposed solution.

JJC requires providers that have demonstrated expertise in implementing and supporting reliable solutions while upholding the highest security requirements. Any proposed solution must be designed to enhance JJC's communication capability to connect with our Students, Faculty, Staff and College Community.

# A. CURRENT ENVIRONMENT

Vendors who are interested in submitting a proposal for this RFP must email <a href="mailto:purchasing@jjc.edu">purchasing@jjc.edu</a> by <a href="mailto:September 10, 2024">September 10, 2024</a> for detailed technical specifications regarding the current environment. Information that may be considered in providing quality proposal.

#### **B. FEATURE MATRIX AND COMPLIANCE TABLE:**

Vendor must respond (with a YES or NO) and reference page of the solution being offered for

each JJC requirement using the Microsoft Excel format of the MDR Feature and Technical Compliance Matrix (Appendix C). Functions classified under KEY FEATURES should be native to the solution without requiring third-party solutions or integration.

#### C. PROPOSED SOLUTION AND FUNCTIONAL REQUIREMENTS

Vendor must provide a comprehensive explanation of the proposed solution in accordance with the solution requirements as defined (but not limited to) in the MDR Feature and Technical Compliance Matrix. Describe any other features to be provided in addition to the MDR Feature and Technical Compliance Matrix. (Appendix C).

# D. TECHNICAL SPECIFICATIONS AND ARCHITECTURE

Vendor must provide a clear description of the technical specifications and architecture of the solution covering, but not limited to, the following:

- a) Any software and license requirements
- b) Hardware, Appliances, Equipment, etc.
- c) Define (if applicable) 3rd Party Analytics Tool Compatibility (For example, PowerBI, Excel, CSV, etc.)
- d) Will the solution require any Active Directory Integration? Or integration with other software/services (ERP, LMS, ticketing system)?
- e) SSO- Single Sign On.
- f) Upgrade and Patch Management Process to include any downtime (if applicable) and cycles.
- g) Network Requirements/ Topology
  - Failover and Survivability Capabilities
  - Proactive Monitoring Capabilities for Risk Mitigation
  - Bandwidth Requirements
- h) Data Storage, Back-Up and Recovery Strategy
- i) Data Access, Data Processing, Data Hosting (Data Center shall be within US only)

# **E.** LICENSE REQUIREMENTS:

- Vendor must provide all required licenses to have a functioning solution.
- Vendor must provide information for any required 3<sup>rd</sup> party licenses for a functioning solution.

# F. DEVICE REQUIREMENTS:

• Vendor to provide details of required devices, hardware, appliances or any equipment needed for a functioning solution.

# G. SECURITY FEATURES AND COMPLIANCE REQUIREMENTS

- a) Solution must have Enterprise-Grade Security and encryption capabilities for meetings and conversations.
- b) If the awarded vendor requires administrative access, they must comply with the policy outlined in the "Outside Party Administrative access" section below.
- c) Firms must be willing to sign the college's "Third-Party Network Connection Agreement" if JJC Network Access will be required. A sample agreement has been included as Appendix E for your reference.

- d) Solution should comply with the following:
  - 1. Audit Trail
  - 2. Zero Trust
  - 3. Modern Strong Password policies and Multifactor Authentication
- e) This proposed product/service involves the usage, storage, or transmission of Joliet Junior College's stakeholder data, please respond to the following:
  - 1. Describe your organizations approach to the management of information security and to securely managing client information.
  - 2. Does your organization have an information security management policy, if so please provide a copy in your response?
  - 3. How do you safeguard client information at your organization?
  - 4. Does your organization have a comprehensive risk management structure for the management of client information? If so please explain.
  - 5. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
    - Can your organization provide a SOC2 and/or SOC3 Report?
  - 6. List the type of documented information security policies that your firm has in place.
  - 7. Has your organization implemented any ISO27001 (or similar) principles or requirements?
    - Can you provide an audit report?
  - 8. Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?

# H. SOLUTION REFERENCE/ DEMO VIDEOS

• Vendor to provide demo usage videos/ URLs or any materials to showcase the usability and management of the solution.

#### I. PROJECT IMPLEMENTATION

Vendor to provide a clear strategy and process for the following (but not limited to):

- a) Project Methodology and Implementation Process
- b) Scope, Limitation, Dependencies, Pre-requisites and Assumptions
- c) Change Management Procedure
- d) Communication Plan and platform to be used (collaboration tool to be used, meeting cadence, frequency, project notes, etc.)
- e) Quality Assurance and Testing Strategy
- f) Estimated Project Timeline
- g) Escalation Procedure during Project Implementation
- h) Training Strategy, User Adoption and Training Materials
  - 1. Administration
  - 2. Users
  - 3. Reports

# J. RESOURCES, ROLES AND RESPONSIBILITIES

The proposal should include clear definition of the roles performed by the vendor, versus JJC, in partnering together to complete all phases of implementation.

The vendor should detail in proposal all work that is being proposed to be on-site versus completed remotely. Rates should be detailed by function and locations of any proposed work. Costs for any associated travel expenses should be included and detailed in the proposal but cannot exceed 10% of total proposed cost. The college prefers the total project cost include all travel and related expenses

# K. WARRANTY, SUPPORT AND MAINTENANCE

- a) Vendor to define a committed Solution Uptime (should be at a minimum 99.99% for FOUR or more Quarters).
- b) Vendor to define if support and maintenance is direct from the manufacturer or bid partner or both.
- c) Vendor to define process and downtime (if any) for Solution Upgrade and Maintenance
- d) JJC is requiring 24/7/365 Live Support within the USA.
- e) SLA (Service Level Agreement) and Escalation Procedure Post Project Implementation
  - 1. Severity Level
  - 2. Response Time
  - 3. Resolution Time
  - 4. Escalation Path

#### L. OUTSIDE PARTY ADMINISTRATIVE ACCESS

Joliet Junior College reserves the right to request a background check for any individual requiring administrative access. Proposal should detail if subcontractors of the contracted firm will be leveraged for the implementation. Access cannot be granted to subcontractors of the contracted firm, only to direct employees of the awarded firm unless approved by JJC. The college will not grant administrative-level access to individuals located outside of the United States for security measures.

# M. QUANTITY

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

# N. PROPOSED PRICING

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analyses. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor.

Provide pricing for a turnkey system, inclusive of hardware, licenses, maintenance, implementation and professional services. All pricing shall be for a completely installed system working on a turnkey basis. The quotations submitted in reply to this request will be considered binding. All applicable fees and other costs shall be included in your proposal. The proposed pricing must include the cost for the entire scope of services described in this RFP.

Quotes to be submitted should follow the MDR RFP Pricing Matrix format attached in this RFP. Vendor to indicate if service is bundled and at zero (0) cost. (Appendix D)

- a) Define the Per User Recurring and One Time Cost. Also include overall cost for Year 1, Year 2 and Year 3 (if applicable to multi-year agreement).
- b) Vendor to provide quotes for 12-months, 36- and 60-months options (if applicable to multi-year agreement).
- c) Delineate other costs associated that are not defined in the RFP for a functioning solution.
- d) Delineate other costs associated that JJC may incur brought by any integration to 3<sup>rd</sup> party solution or services (if applicable).
- e) Delineate other costs that JJC may incur that is excluded from your proposal but is required to have a functioning solution (dependencies and pre-requisites).
- f) Delineate all costs for devices, software or any other licenses needed. Define billing start date for services, software and licenses, if applicable.
- g) Define per unit and overall cost for network/ hardware components (if applicable).
- h) Labor costs for installation, implementation and administration of the project.
- i) Provide an overall project cost including training and other services not defined in the RFP but may be required to have a functioning solution.
- j) Provide line-item costs for shipping, receiving, tariffs, etc.
- k) All change orders must be submitted within 15 business days of a change being identified by the Vendor or client.

	Request for Proposal (RFP) for Managed Detection and Response (MDR) Services	VENDOR NAME	
ITEM NO.	KEY FEATURES- Required Features Native to Solution Without Integration to 3rd Party Solution	SOLUTION COMPLIANCE (Yes=1/No=0)	Page Reference
1	24/7/365 Monitoring and Analysis	1	
2	Advanced Threat Detection	1	
3	Rapid Threat Detection	1	
4	Rapid Incident Response	1	
5	Expert Security Analysis	1	
6	Threat Intelligence Integration	1	
7	Incident Investigation and Remediation	1	
8	Specialized Cybersecurity Team	1	
9	Central Dashboard	1	
10	Regular Reports	1	
	SECURITY COMPLIANCE		
49	Data Back-up and Recovery	1	
50	Multi-Factor Authentication	1	
51	Enterprise-Grade Security and encryption for all meetings and conversations.	1	
52	Tool to allow JJC to be HIPAA Compliant	1	
53	ISO270001 Compliant	1	
54	SOC2 Compliance Report	1	
55	SOC3 Compliance Report	1	
56	US Based Data Access and Data Processing	1	
57	US Based Data Hosting/ Center Only	1	
	INTEGRATION CAPABILITY (f applicable)		
58	Active Directory Integration Capable	1	
59	Easy Integration to Third Party Solutions	1	
60	Microsoft O365 Integration Capable	1	
61	Microsoft Azure Sentinel Integration Capable	1	
62	Open API	1	
63	SSO Integration Capable	1	
64	Palo Alto NGFW Integration Capable	1	
65	Microsoft Defender for Endpoint Capable	1	
	ADMINISTRATION/ TOOL MANAGEMENT (if applicable)		
66	24/7 Live US Based Support	1	
67	Accessibility	1	
68	Account Authentication	1	
69	Account Provisioning and Management	1	
70	Bulk Provisioning Capability/ Templates	1	
71	Custom Roles and Permission	1	
72	Easily Scalable	1	
73	Minimum 99.99% Uptime SLA	1	
75	Multiple Account Management	1	
76	Multisite Support	1	
77	Role-based Access Controls	1	
78	Web-based Administration and User portals	1	
	LOGS, REPORTS AND ANALYTICS		
79	Audit Trail/ Logs	1	
80	Canned/ Custom Reports	1	
	TOTAL SCORE	41	
		•	

PERCENTAGE COMPLIANCE	46.59%	

		VENDOR NAME				
		CITY, STATE				
COMMUNICATION SERVICES AND USAGE (Bidder can add more items not listed)	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
SOFTWARE AND LICENSES						
Full Licenses (Indicate if there are different Tiers in Licenses)						
Limited Licenses						
Unassigned DIDs						
Agent Licenses						
Other Software and License Cost						
SERVICE USAGE						
OTHER COST/ FEES/ TARRIFS/ TAXES						
TOTAL LINE COST	6					
TOTAL LINE COST:	\$					
WARRANTY, SUPPORT AND MAINTENANCE (Bidder can add more items not listed)	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
WARRAINTY, SUPPORT AND MAINTENANCE (Blader can add more items not listed)	QUANTITY	ONIT PRICE	MONHILY	ANNUAL COST- YEAR I	ANNUAL COST - TEAR 2	ANNOAL COST - YEAR S
					<u> </u>	
TOTAL LINE COST.	S					
TOTAL LINE COST.	,					
HARDWARE AND DEVICES (Bidder can add more items not listed)	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
DEVICES	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
DEVICES HARDWARE/ EQUIPMENT	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
DEVICES HARDWARE/ EQUIPMENT	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
HARDWARE AND DEVICES (Bidder can add more items not listed) DEVICES HARDWARE / EQUIPMENT SHIPPING AND HANDLING OTHER COST / FEES / TARRIFS / TAXES	QUANTITY	UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
DEVICES HARDWARE/ EQUIPMENT SHIPPING AND HANDLING		UNIT PRICE	MONHTLY	ANNUAL COST- YEAR 1	ANNUAL COST -YEAR 2	ANNUAL COST - YEAR 3
DEVICES HARDWARE/ EQUIPMENT SHIPPING AND HANDLING OTHER COST/ FEES/ TARRIFS/ TAXES		UNIT PRICE	MONHTLY			ANNUAL COST - YEAR 3
DEVICES HARDWARE/ EQUIPMENT SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)		UNIT PRICE  UNIT PRICE	MONHTLY			ANNUAL COST - YEAR 3  \$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COS  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed) PROJECT MANAGEMENT AND IMPLEMENTATION TRAINING AND ONBOARDING INTEGRATION	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION TRAINING AND ONBOARDING INTEGRATION  PROFESSIONAL SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION TRAINING AND ONBOARDING INTEGRATION  PROFESSIONAL SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING  INTEGRATION  PROFESSIONAL SERVICES  OTHER SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION TRAINING AND ONBOARDING INTEGRATION  PROFESSIONAL SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING  INTEGRATION  PROFESSIONAL SERVICES  OTHER SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING  INTEGRATION  PROFESSIONAL SERVICES  OTHER SERVICES	T			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING INTEGRATION  PROFESSIONAL SERVICES  OTHER SERVICES  OTHER COST/ FEES/ TARRIFS/ TAXES	QUANTITY			\$ -	\$ -	\$ -
DEVICES HARDWARE/ EQUIPMENT SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed) PROJECT MANAGEMENT AND IMPLEMENTATION TRAINING AND ONBOARDING INTEGRATION PROFESSIONAL SERVICES  OTHER SERVICES	QUANTITY			\$ -	\$ -	\$ -
DEVICES  HARDWARE/ EQUIPMENT  SHIPPING AND HANDLING  OTHER COST/ FEES/ TARRIFS/ TAXES  TOTAL LINE COST  IMPLEMENTATION COST/PROFESSIONAL SERVICES (Bidder can add more items not listed)  PROJECT MANAGEMENT AND IMPLEMENTATION  TRAINING AND ONBOARDING INTEGRATION  PROFESSIONAL SERVICES  OTHER SERVICES  OTHER COST/ FEES/ TARRIFS/ TAXES	QUANTITY			\$ -	\$ -	\$ -

# JOLIET JUNIOR COLLEGE THIRD PARTY NETWORK CONNECTION AGREEMENT

This Network Connection Agreement (the "Agreement")	by and between Joliet Junior C	ollege, Illinoi	S
Community College District No. 525 ("JJC"), with principal	al offices at 1215 Houbolt Rd.,	Joliet, IL and	b
	(Company/Vendor	Organizatio	n
Name), with principal offices at	(address),	herein afte	٩r
known as "Business Associate", is entered into as of the d	ate last written below ("the Eff	ective 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. <u>Information Security</u>.

- 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 <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 <u>Exclusions from Obligations</u>. 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 <u>Force Majeure</u>. 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 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 – (Internal)**

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

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

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

В.	Scope - Business Associate must include a statement about the scope of the engagement. some cases, the scope of needs may be jointly determined by JJC and the Business Associated
	a. What is the business need?
	<ul><li>b. What access is needed?</li><li>c. Are there any future requirements?</li></ul>
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?
Ε.	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?
Н.	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 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