

TRITON COLLEGE
DISTRICT #504
SUBJECT: RFP

SCHEDULE 2.4
May 14, 2024

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht
Associate Vice President – Facilities

QUANTITY ARTICLE DESCRIPTION

FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 1:30 pm, LOCAL TIME, Tuesday, May 14, 2024
Learning Resource Center / Building A / BOARDROOM A-300

QUESTIONS, PLEASE CONTACT
Mr. John Lambrecht (708) 779-4048 or email johnlambrecht@triton.edu

This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306 (Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before 1:30 P.M., local time, on Tuesday, May 14, 2024. Facsimile or e-mail copies are not permissible.

FIRM: _____ SIGNATURE: _____

ADDRESS: _____ CONTACT: _____

CITY & STATE: _____ TELEPHONE: _____

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID INSTRUCTIONS AND SPECIFICATIONS**

EXHIBIT "A"

Triton College, located at 2000 Fifth Ave., River Grove, Illinois, will accept proposals for annual fire alarm system testing and service. The college installed a networked Notifier NFS2-3030 system in 2013/2014. The system testing is scheduled for July of 2024, 2025, and 2026. The awarded bidder will agree to a three (3) contract.

Total system test and inspection services:

- The contractor will inspect and test all components in the system per NFPA 72.
- Contractor shall provide at no additional charge any updated revisions to system software.

Inspection and Testing Records:

- Records complying with NFPA 72 will be prepared by the contractor and two copies provided to the College. One paper and one electronic media.
- The records will include all information required by NFPA 72.
- A Complete device list will be generated identifying each device, device location, whether it passed or failed and if it failed, the reason for failure. The device list will be included in the records.

Procedures:

- The contractor shall provide all labor, tools, equipment, programming, lifts, and parts required to complete the system testing and service.
- Contractors will check in and out daily with the College's Operations & Maintenance Department.

Time of Service:

- All testing of signaling devices must be done during the hours of 6:00 A.M. and 8:00 A.M.
- Testing of initiating devices and control equipment may be done during regular business hours but cannot interfere with the operation of the college.
- All testing will be coordinated with the Colleges Operations & Maintenance and Police Departments.
- All service will be on an on-call basis.

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID INSTRUCTIONS AND SPECIFICATIONS**

EXHIBIT "A"

College Assistance:

- College personnel will be provided during the testing to open doors and areas. College personnel will not be used to test devices or document.

Qualifications: Please provide documentation with your bid.

- The company providing the testing / service must be an authorized Notifier Dealer for at least 10 years. Subcontracting is prohibited.
- The contractor must provide documentation showing 10 years' experience in commercial and institutional fire alarm testing / service. This documentation must list and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. The list should include dates of contracts, location, and names and addresses of owners.
- The company providing the testing / service must be experienced with and qualified to perform inspections and testing of systems of the size and complexity of the system at the college.
- The personnel performing the test must be NICET certified and experienced in testing and inspection. Personnel must meet the qualifications listed in NFPA 72.
- All work shall be done under the supervision of a NICET certified technician with a minimum level of NICET IV. All reports and documentation shall be prepared by a NICET IV level technician.
- The contractor must provide evidence that they are licensed in the State of Illinois.

Project Duration:

The project shall begin each year at the beginning of July. All on site testing must be complete by August 15th each year.

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID INSTRUCTIONS AND SPECIFICATIONS**

EXHIBIT "A"

Equipment:

- Equipment to be tested includes all panels and devices for all buildings. A copy of drawings and prior test results will be made available by the college for viewing. A device list is provided in Exhibit "C". The college does not make any claim to the accuracy of the drawings or device counts.
- Testing of all elevator recall systems for all buildings.
- System components to be tested include but are not limited to:
 - Network command stations
 - Computers
 - Monitors
 - Printers
 - Control Panels
 - Network Cards
 - Fuses
 - Interfaced Equipment
 - Lamps & LED's
 - Power Supplies
 - Transponders
 - Amplifiers
 - Batteries
 - Remote NAC Panels
 - Power Supplies
 - Batteries
 - Remote Annunciators
 - Network Cards
 - Power Supplies
 - Batteries
 - Fiber Optic Cable Power
 - Conductors Metallic
 - Conductors Non Metallic
 - Emergency Voice/Alarm Communication Equipment

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID INSTRUCTIONS AND SPECIFICATIONS**

EXHIBIT "A"

- Initiating Devices
 - Air Sampling
 - Duct Detectors
 - PreAction Panels
 - All Modules
 - Smoke Detectors
 - Heat Detectors
 - Beam Detectors
 - Gas Detectors
 - Waterflow Device switches including modules
 - Water shall be flowed from inspectors test switches
 - Valve Supervisory switches including modules
 - Valves shall be testing by turning valve not shunting circuits
 - Interface equipment to security, generators
 - Relays for elevator Recall
 - Modules for Kitchen Suppression Systems
- Alarm notification devices
 - All Audible Devices
 - All Audible/Visual Devices
 - All Visual Devices
- Test all Emergency messages Campus wide
 - Test to verify Campus network is operational

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Phone: _____ Contact: _____

The undersigned acknowledges receipt of:

PROJECT: Fire Alarm System Annual Testing / Service FY25

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Bidder has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all specifications and drawings for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

www.triton.edu/rfp

Bid Opening – Tuesday, May 14th, 2024 1:30 P.M., Learning Resource Center / Building A / Room A 300

This proposal is to be received by TRITON COLLEGE - BUSINESS OFFICE, ROOM A 306 (Learning Resource Building), located at 2000 Fifth Avenue, River Grove, IL, 60171 on or before Tuesday May 14, 2024 before 1:30 PM., local time. It is the Bidder's responsibility to have the proposal received in the Business Office by the deadline. Hand Delivered, Messengered, Express Shipping Agent, or trackable delivery service is required. Timely delivery in the Business Office (A-306) is the sole responsibility of the Bidder. The Mailbox Rule shall not apply or deem a bid timely received. Electronic submissions and facsimile copies are not permissible.

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
 - 1. Furnish all bonds and insurance in accord with the bidding document
 - 2. Accomplish the work in accord with the Contract

Contract:

Awarded bidder will be required to sign a Triton College Service Agreement. A sample is attached and identified as Exhibit D.

SITE VISIT:

Contractors are encouraged to visit the site. Contact Operations & Maintenance, Mr. John Lambrecht, (708) 779-4048 for further information.

BID DEPOSIT:

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check _____, certified Check, _____ made payable to the Owner or bid bond _____, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine the precise and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

ADDENDA

The undersigned hereby acknowledges receipt of the following. Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum Number

Dated

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a contract in accordance with the bid as accepted.

ARBITRATION: All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

PAYMENT: Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

CHANGE ORDERS: Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to reject any or all bids, to waive informalities in bidding, and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY: The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION: The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE: The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

BID RIGGING/BID ROTATING

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

Legal Name of person, corporation, partnership,
or joint venture

If Corporation, affix Corporate Seal

Signature and Title

Dated _____, 19____.

If a Corporation

NAME

ADDRESS

President _____

Secretary _____

Treasurer _____

Corporation, State of _____

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

BID SUMMARY FORM

BIDDER'S NAME: _____

ANNUAL COST YEAR 1 2024: _____

ANNUAL COST YEAR 2 2025: _____

ANNUAL COST YEAR 3 2026: _____

SKILLED FIRE ALARM SYSTEM TECHNICIAN HOURLY RATE: _____

SKILLED FIRE ALARM SYSTEM TECHNICIAN HOURLY OT RATE: _____

SKILLED FIRE ALARM SYSTEM TECHNICIAN HOURLY DT RATE: _____

MATERIAL MARK UP % _____

SUBMITTAL:

BIDDER

BY

BIDDER ADDRESS

SIGNATURE

CITY, STATE AND ZIP CODE

TITLE

DATE

BUSINESS TELEPHONE

**TRITON COLLEGE
FIRE ALARM SYSTEM ANNUAL TESTING / SERVICE FY25
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "B"

FAX

E-MAIL

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE
Fire Alarm System Annual Testing / Service FY25
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171

Device List

Building	Equipment or Device	Quantity
General	Graphical Workstations	2
N	Security Voice Panel	1
B	Campus Voice Panel	1
N	NWS Software	1
B,D,J	Gas Detection System	24
A	Addressable Voice/Control Panel	1
A	Remote NAC Panels	3
A	Addressable Pull Stations	32
A	Addressable Smoke Detectors	285
A	Addressable Duct Detectors	6
A	Addressable Heat Detectors	15
A	Addressable Beam Detectors	1
A	Waterflow Switches	0
A	Valve Supervisory Switches	0
A	Notification Devices	127
A	Elevator Recall System	1
B	Addressable Voice/Control Panel	1
B	Remote NAC Panels	2
B	Addressable Pull Stations	20
B	Addressable Smoke Detectors	90
B	Addressable Duct Detectors	13
B	Addressable Heat Detectors	6
B	Addressable Beam Detectors	0
B	Waterflow Switches	2
B	Valve Supervisory Switches	4
B	Kitchen Modules	5
B	Notification Devices	131
B	Elevator Recall System	1
C	Addressable Voice/Control Panel	1
C	Remote NAC Panels	1
C	Addressable Pull Stations	6
C	Addressable Smoke Detectors	29
C	Addressable Duct Detectors	1
C	Addressable Heat Detectors	0
C	Addressable Beam Detectors	0
C	Waterflow Switches	0
C	Valve Supervisory Switches	0
C	Notification Devices	16
C	Elevator Recall System	1

Device List

Building	Equipment or Device	Quantity
D	Addressable Voice/Control Panel	1
D	Remote NAC Panels	1
D	Addressable Pull Stations	25
D	Addressable Smoke Detectors	124
D	Addressable Duct Detectors	5
D	Addressable Heat Detectors	8
D	Addressable Beam Detectors	0
D	Waterflow Switches	0
D	Valve Supervisory Switches	0
D	Notification Devices	58
D	Elevator Recall System	1
E	Addressable Voice/Control Panel	1
E	Remote NAC Panels	1
E	Addressable Pull Stations	15
E	Addressable Smoke Detectors	118
E	Addressable Duct Detectors	5
E	Addressable Heat Detectors	7
E	Addressable Beam Detectors	0
E	Waterflow Switches	0
E	Valve Supervisory Switches	0
E	Notification Devices	66
E	Elevator Recall System	1
F	Addressable Voice/Control Panel	1
F	Remote NAC Panels	1
F	Addressable Pull Stations	18
F	Addressable Smoke Detectors	101
F	Addressable Duct Detectors	5
F	Addressable Heat Detectors	6
F	Addressable Beam Detectors	0
F	Waterflow Switches	0
F	Valve Supervisory Switches	0
F	Notification Devices	59
F	Elevator Recall System	1
G	Addressable Voice/Control Panel	1
G	Remote NAC Panels	1
G	Addressable Pull Stations	16
G	Addressable Smoke Detectors	127
G	Addressable Duct Detectors	5
G	Addressable Heat Detectors	7
G	Addressable Beam Detectors	0

Device List

Building	Equipment or Device	Quantity
G	Waterflow Switches	0
G	Valve Supervisory Switches	0
G	Notification Devices	69
G	Elevator Recall System	1
H	Addressable Voice/Control Panel	1
H	Remote NAC Panels	1
H	Addressable Pull Stations	18
H	Addressable Smoke Detectors	22
H	Addressable Duct Detectors	7
H	Addressable Heat Detectors	3
H	Addressable Beam Detectors	0
H	Waterflow Switches	3
H	Valve Supervisory Switches	11
H	Notification Devices	143
H	Elevator Recall System	1
H	Door Holders	10
I	Addressable Voice/Control Panel	1
I	Remote NAC Panels	1
I	Addressable Pull Stations	7
I	Addressable Smoke Detectors	29
I	Addressable Duct Detectors	3
I	Addressable Heat Detectors	0
I	Addressable Beam Detectors	0
I	Waterflow Switches	0
I	Valve Supervisory Switches	0
I	Notification Devices	17
I	Elevator Recall System	1
J	Addressable Voice/Control Panel	1
J	Remote NAC Panels	1
J	Addressable Pull Stations	6
J	Addressable Smoke Detectors	122
J	Addressable Duct Detectors	2
J	Addressable Heat Detectors	5
J	Addressable Beam Detectors	0
J	Waterflow Switches	0
J	Valve Supervisory Switches	0
J	Notification Devices	49
J	Elevator Recall System	1
M	Addressable Voice/Control Panel	1

Device List

Building	Equipment or Device	Quantity
M	Remote NAC Panels	1
M	Addressable Pull Stations	10
M	Addressable Smoke Detectors	5
M	Addressable Duct Detectors	4
M	Addressable Heat Detectors	0
M	Addressable Beam Detectors	0
M	Waterflow Switches	3
M	Valve Supervisory Switches	4
M	Notification Devices	52
M	Elevator Recall System	1
N	Addressable Voice/Control Panel	1
N	Remote NAC Panels	1
N	Addressable Pull Stations	13
N	Addressable Smoke Detectors	71
N	Addressable Duct Detectors	1
N	Addressable Heat Detectors	2
N	Addressable Beam Detectors	0
N	Waterflow Switches	0
N	Valve Supervisory Switches	0
N	Notification Devices	40
N	Elevator Recall System	1
O	Addressable Voice/Control Panel	1
O	Remote NAC Panels	1
O	Addressable Pull Stations	6
O	Addressable Smoke Detectors	49
O	Addressable Duct Detectors	3
O	Addressable Heat Detectors	2
O	Addressable Beam Detectors	0
O	Waterflow Switches	0
O	Valve Supervisory Switches	0
O	Notification Devices	22
O	Elevator Recall System	1
P	Addressable Voice/Control Panel	1
P	Remote NAC Panels	1
P	Addressable Pull Stations	4
P	Addressable Smoke Detectors	27
P	Addressable Duct Detectors	1
P	Addressable Heat Detectors	1
P	Addressable Beam Detectors	0
P	Waterflow Switches	0

Device List

Building	Equipment or Device	Quantity
P	Valve Supervisory Switches	0
P	Notification Devices	11
P	Elevator Recall System	1
R	Addressable Voice/Control Panel	1
R	Remote NAC Panels	4
R	Addressable Pull Stations	49
R	Addressable Smoke Detectors	235
R	Addressable Duct Detectors	7
R	Addressable Heat Detectors	15
R	Addressable Beam Detectors	0
R	Waterflow Switches	0
R	Valve Supervisory Switches	0
R	Notification Devices	154
R	Elevator Recall System	1
R	Door Holders	24
R	CO Detectors	4
T	Addressable Voice/Control Panel	1
T	Remote NAC Panels	3
T	Addressable Pull Stations	20
T	Addressable Smoke Detectors	18
T	Addressable Duct Detectors	9
T	Addressable Heat Detectors	4
T	Addressable Beam Detectors	0
T	Waterflow Switches	2
T	Valve Supervisory Switches	4
T	Notification Devices	40
T	Elevator Recall System	1
BB	Addressable Voice/Control Panel	1



Exhibit D Agreement Between Triton College and Independent Contractor

Start date: _____
Maximum value: \$ _____

This Agreement made this _____ day of _____, 20____, between Community College District No. 504 (hereinafter referred to as "Triton College"), located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor _____ (hereinafter referred to as "Independent Contractor"), located at _____.

In consideration of the mutual promises of the parties hereinafter specified, it is agreed by the parties as follows:

- Independent Contractor shall perform the following services under this Agreement: _____

- The location of the services to be performed shall be at the Triton College Campus, _____ (building and room number), 2000 Fifth Ave., River Grove, Ill.; or off-campus location, _____
- Independent Contractor shall perform the services on: date(s) _____ to _____ and time(s) _____ PM to _____ PM
- Triton College agrees to pay to Independent Contractor the amount of \$ _____, which shall be paid within 60* days of receipt of accurate and detailed invoices of all work performed, with a narrative of work completed as requested. Invoices shall be submitted within 10 college business days from the latest date specified in paragraph three (3) above. Failure to submit proper or accurate invoices will delay the issuance of payment. Triton College shall have the right to review and request clarification of any invoice prior to issuance of payment (*60 days is standard).
- Independent Contractor agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees including reasonable attorneys fees and expenses arising out of the acts or omissions of Independent Contractor, its officers, agents or employees under this Agreement.
- Independent Contractor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of Triton College for any purpose. Further, Independent Contractor expressly agrees that neither it, nor any of its employees, shall be entitled to or make a claim for any benefits that may be available to employees of Triton College, including but not limited to, SURS, pension, retirement, health, life or worker's compensation coverage. In the event a claim is made for any such benefits, Independent Contractor shall fully indemnify Triton College, its officers, trustees, employees and agents from all costs and responsibilities associated with the claim for benefits.
- Independent Contractor assumes full responsibility for the payment of all federal, state or local taxes incurred by Independent Contractor as a result of this Agreement.
- This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- Independent Contractor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations hereunder in accordance with accepted industry standards and agrees to perform in accordance with accepted industry standards.
- In no event shall Triton College be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings. The entire liability of Triton College and Independent Contractor's exclusive remedy for breach of this contract shall not exceed the initial deposit paid to Independent Contractor which the parties acknowledge is an appropriate measure of liquidated damages and said amount shall not be construed as a penalty.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any "conflict of laws" provision. All disputes arising out of this Agreement, wherever derived, shall be resolved in the Circuit Court of Cook County, Illinois.
- Independent Contractor, pursuant to 720 ILCS 5/33E-11 as amended, hereby certifies that neither it nor any of its partners, officers or owners has been convicted in the past five years of the offense of bid rigging under 720 ILCS 5/33E-3 as amended; that neither it nor any of its partners, officers or owners has ever been convicted of the offense of bid rotating under Section 720 ILCS 5/33E-4 as amended; and that neither it nor any of its partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.
- Independent Contractor does not discriminate on the basis of race, color, religion, creed, sex, national origin, ancestry, age, marital status, physical or mental handicap or an unfavorable discharge from military service or any other basis prohibited by law in the hiring, employment, promotion or training of personnel. Independent Contractor certifies that it is an equal opportunity employer.
- Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- If Independent Contractor has more than 25 employees, Independent Contractor certifies that it provides a drug free workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et.seq.
- Independent Contractor shall maintain liability and WC insurance in minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate with a waiver of subrogation and shall name Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured on a Primary and Non-Contributory basis on a separate endorsement.
- The instruction rendered by the Independent Contractor under this Agreement shall not in any manner be used towards attaining tenure or seniority as a faculty member employed by Triton College.
- Time is of the essence of this Agreement.
- The use of the word "it" in this Agreement shall include the feminine or masculine, and the singular and plural, in reference to the parties to this Agreement.
- Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.
- Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
- There are _____ Riders to this Agreement. This Agreement and any riders attached hereto constitute the entire Agreement of the parties, and there are no other Agreements, representations or understanding, or written instruments between the parties with respect to the subject of this Agreement. No alteration, modification or amendment to this Agreement shall be valid unless in writing and signed by both parties.
- Any provision hereof which is construed by a court of competent jurisdiction to be illegal or unenforceable shall be reduced to the maximum time, area or scope necessary to render such clause legal and enforceable, or if same is incapable of being so reduced, such clause shall be deemed severed here from and shall not affect or impair the operability of any other provision of this Agreement.
- Either party may terminate the Agreement upon written notice to the other party with or without cause. In the event of termination by either party, the balance due shall be determined based upon work performed and approved by the College, in writing, prior to the effective date of termination. In the event of partial work, whether based upon days of work or project completion, any amount due shall be prorated based upon the percentage of the approved work completed prior to the effective date of termination.

In witness whereof, the parties have executed this Agreement upon the day and year first above written.

(PRINT OR TYPE ONLY)

Community College District No. 504 (Triton College) Representative* _____ Date _____

*Contract is not valid unless each page bears initials of contract manager. _____

Administrator _____

Dean _____

Vice President _____

Other _____

White-Contract Manager
Green-Business Office
Canary-Requestioner
Pink-Vice President
Gold-Independent Contractor

Independent Contractor _____

Signature _____

Address _____

Telephone _____ Email address _____ @ _____

Social Security no. or FEIN _____