



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, March 19, 2019

- I. CALL TO ORDER** March 19, 2019 at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LV**
[Minutes of the Regular Board Meeting of February 19, 2019, No. 11](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. [Board Policy – Second Reading](#)
[Academic Affairs 6020 Academic Attendance Records](#)
 - B. [Action Exhibits](#)
 - [16254 Budget Transfers](#)
 - [16255 Agreement with CCB Credit Services, Inc.](#)
 - [16256 Commerce Bank Expense Card Program](#)
 - [16257 Agreement with HIPAA Exams for Discounted Student Exams in return
for Promotional Display](#)
 - [16258 College Curriculum Committee Recommendation, March 2019](#)

C. [Purchasing Schedules](#)

D. [Bills and Invoices](#)

E. [Closed Session](#) – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

F. [Human Resources Report](#)

*Administrative Contract Renewals and Increases

3.1.01 Sean Sullivan, Vice President of Business Services

3.1.02 Garrick Abezetian, Associate Vice President of Finance and Business Services

3.1.03 Michael Garrity, Associate Vice President of Information Systems

3.1.04 Joseph Klinger, Associate Vice President of Human Resources

3.1.05 John Lambrecht, Associate Vice President of Facilities

3.1.06 Deborah Baness King, Dean of Academic Success

3.1.07 Humberto Espino, Assistant Vice President of Technology & Innovation

3.1.08 Kevin Li, Dean of Arts & Sciences

3.1.09 Jacqueline Lynch, Dean of Adult Education

3.1.10 Pamela Perry, Director of Planning & Accreditation

3.1.11 Colleen Rockafellow, Interim Dean of Continuing Education

3.1.12 Sacella Smith, Executive Director of Grants Development

3.1.13 Kurian Tharakunnel, Executive Director of Research & Institutional Effectiveness

3.1.14 Sam Tolia, Director of Marketing Services

3.1.15 Amanda Turner, Dean of Enrollment Services

3.1.16 Raquel Monge, Director of Grants Compliance

3.1.17 James Reynolds, Executive Director of Finance

3.1.18 Ricardo Segovia, Associate Dean of College Readiness

3.1.19 Shelley Tiwari, Director of Faculty Development & Student Success

3.1.20 Patricia Zinga, Associate Dean of Enrollment Services

3.1.21 Audrey Jonas, Director of Public Affairs & Community Relations

3.1.22 Brenda Jones Watkins, Special Assistant to the President

3.1.23 Elise Rapala, Senior Database and System Administrator

3.1.24 Jessica Rubalcaba, Director for the Vice President of Student Affairs

3.1.25 Patricia Shields, Director of Corporate Outreach

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

*Contracts are posted on the Triton College Board of Trustees Website under Meeting Schedule and in binders in the A Building, 2nd and 3rd floor lobbies.

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 7:04 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Erendira Garcia, Mr. Glover Johnson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Jay Reyes.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve the minutes of the Regular Board Meeting of January 22, 2019. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

Joe Dusek, Faculty Association President, stated that faculty would like President Moore to send a campus-wide email regarding the network issue. Chairman Stephens noted that he has a statement that he will read tonight.

Jill Moore, an alum from Westchester, addressed the Board about instructor qualifications and follow-up on teachers following procedures. She briefly discussed her dissatisfaction with an instructor. Chairman Stephens thanked Ms. Moore for coming and asked her to speak with Vice President Debra Baker privately about the matter.

REPORTS/ANNOUNCEMENTS – Employee Groups

Adjunct Faculty Association representative Patrick Kane acknowledged the work of the tech staff during the network outage.

STUDENT SENATE REPORT

TCSA President Carlos Garcia Sanchez reported that the first TCSA meeting was held today and the following items were discussed. Representatives from Loyola will be working with Triton students to form a focus group. The Black Academic Student Association (BASA) will be hosting Black Heritage month activities. TCSA will hold E-Board debates on Wednesday, March 13 in B-240.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee reviewed and voted in support of all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee met and reviewed six new business items and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Ethics Bowl: Faculty Advisor Daniele Manni announced that the Ethics Bowl team took second place in national competition last semester. Students Jake Siemazsko and Hector Cedeno Indriago thanked Triton College and TCSA for providing this opportunity and helping them get to the competition. The students were applauded for their accomplishment.

FAMTEN: Associate Vice President of Academic Innovation & Workforce Education Paul Jensen reported that Triton, in partnership with the National Fluid Power Association, has been named a FAMTEN (Fluid Power and Applied Mechatronics Training and Employment Network) hub school. This is a workforce development plan focused on developing a pipeline of employees and creates awareness and interest in fluid power, helping the college reach out to high schools and middle schools with teacher training, equipment, student scholarships, and industry coaches.

PRESIDENT'S REPORT

President Mary-Rita Moore discussed other opportunities to work with community members, noting that two different groups will be on campus this Saturday. 150 middle school girls and their moms from the Proviso district will be attending a "Say Yes to the Future" program. Also, 450 middle school students from across Northern Illinois will be on campus for a national TRIO Day celebration and workshop.

Ms. Moore reported that her recommendations for tenure are in this evening's HR materials, and she hopes to have the Board's support for those individuals up for tenure.

President Moore recognized Information Systems staff for their efforts during the network outage, stating that communications to students and employees will continue to be funneled through Public Affairs.

CHAIRMAN'S REPORT

Chairman Mark Stephens read this official statement on the Triton Network Outage.

On February 6, we became aware of suspicious activity within our computer network when some data and programs became unavailable. We promptly contacted authorities and commenced an investigation. We also engaged cybersecurity experts to conduct an independent investigation of the suspicious activity and restore access to programs and data within our network. The investigation is ongoing. We have no evidence of unauthorized access to personal information within our network, and it is our belief that there was none. We take this situation extremely seriously, as protection of our personal information is one of our highest priorities. Our cybersecurity experts are continuing

their independent investigation, as are authorities. Because this is an ongoing investigation, I'm unable to comment beyond what I've already shared.

Mr. Stephens stated that he is proud of the outstanding work done by the IS staff; with insurance, the college's exposure is \$10,000.

Chairman Stephens discussed the situation in Springfield, with the recent minimum wage legislation moving through very quickly, and how quickly it is likely that pension costs will be phased to local control. With this \$6.5 million cost coming to the college, Mr. Stephens stressed that increasing enrollment is absolutely crucial. He encouraged everyone to step up and do what it takes to boost enrollment, including treating every person on campus as a potential customer and providing positive experiences.

Mr. Stephens announced that the Board Organizational meeting is tentatively scheduled for Thursday, April 25 at 5:30 p.m. The date will be posted when confirmed.

Chairman Stephens discussed the news of the potential closing of Westlake Hospital. With Triton's many programmatic connections with the hospital, the college will be vocal about the ramifications of such a closure.

NEW BUSINESS

BOARD POLICY – First Reading

Academic Affairs

6020 Academic Attendance Records

Trustees were asked to review this first reading and forward any concerns to the Chairman or President.

ACTION EXHIBITS

With leave of the Board, Mr. Stephens asked for the Action Exhibits to be taken as a group, including:

16245 Budget Transfers

16246 Chicago Office Technology Group – Purchase and Installation of Smart Technology and Multimedia Equipment

16247 Master Service Agreement with Castle Branch Inc. for Health Career Student Screening

16248 Agreement with Rosemont Theatre

16249 Clinical Affiliation Agreement with Little Company of Mary Hospital and Health Care Center, Inc.

16250 Fee Waiver for MABAS Division 20 EMS Safety Training

16251 Destruction of Closed Session Verbatim Recordings

16252 Approval and Release of Closed Session Minutes of the Board of Trustees

16253 Emergency Computer Repair Expenditure – Confirmation of Board Poll

Ms. Peluso made a motion to approve the Action Exhibits, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Ms. Viverito, to pay the Bills and Invoices in the amount of \$1,280,282.37.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter,
Ms. Viverito, Mr. Stephens.
Absent: Mr. Reyes.

Motion carried 6-0 with the Student Trustee voting yes.

CLOSED SESSION

Mrs. Potter made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Mr. Casson.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter,
Ms. Viverito, Mr. Stephens.
Absent: Mr. Reyes.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:01 p.m.

RETURN TO OPEN SESSION

Ms. Peluso made a motion to return to Open Session, seconded by Mr. Johnson.

Roll Call Vote:

Affirmative: Ms. Garcia, Mr. Johnson, Ms. Peluso, Mrs. Potter, Ms. Viverito,
Mr. Stephens.
Absent: Mr. Casson, Mr. Reyes.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:58 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve pages 1 through 4 of the Human Resources Report, items 1.1.01 through 1.6.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 5 through 10 of the Human Resources Report, items 2.1.01 through 2.6.06. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve page 11 of the Human Resources Report, items 3.1.01 through 3.3.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 12 and 13 of the Human Resources Report, items 4.1.01 through 4.7.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve page 14 of the Human Resources Report, items 5.1.01 through 5.3.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 15 and 16 of the Human Resources Report, items 6.1.01 through 6.3.03. Voice vote carried the motion unanimously.

7.0 Other

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 17 of the Human Resources Report, items 7.1.01 and 7.2.01. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, a motion was made by Ms. Viverito to adjourn the meeting, seconded by Ms. Peluso. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 9:00 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of March 19, 2019

POLICY SECTION Academic Affairs

POLICY NO. 6020

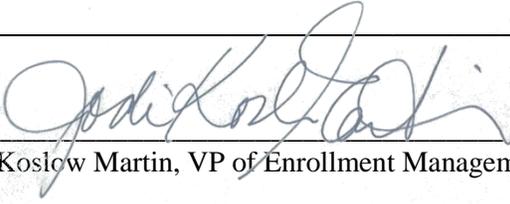
First Reading

Second Reading

TITLE: ACADEMIC ATTENDANCE RECORDS

PURPOSE: Policy change is recommended to update guidelines for recording student attendance in class(es).

Submitted to Board by: _____


Dr. Jodi Koslow Martin, VP of Enrollment Management & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

**BOARD OF TRUSTEES, DISTRICT 504
ACADEMIC ATTENDANCE RECORDS**

**ACADEMIC AFFAIRS
POLICY 6020
ADOPTED: 06/25/91
AMENDED: 08/19/14
AMENDED:**

The Triton College Board of Trustees believes it is essential that all faculty maintain accurate attendance records for all students enrolled in every course at the college.

The following will apply to all faculty:

1. Attendance must be reported on class rosters and/or attendance sheets.
2. Students who fail to begin attendance by the census date of the course must be withdrawn within 48 hours and the never attended status reflected on attendance records.
3. Midterm verification of attendance must be submitted to the appropriate college department within two weeks of the midterm date.
4. At the end of each semester, class attendance records must be submitted to the Records Office.

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of March 19, 2019

ACTION EXHIBIT NO. 16254

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities.

See description on attached forms.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<hr/>	<hr/>	<hr/>
Mark R. Stephens Chairman	Diane Viverito Secretary	Date

Related forms requiring signature: Yes No X

**PROPOSED BUDGET TRANSFERS - FY 2019
FOR THE PERIOD 12/1/18 to 12/31/18**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	English	01-10102510-550100010	English	01-10102510-540600010	500.00
2	Dual Credit	01-30200541-550300005	Dual Credit	01-30200541-540600005	135.00
3	AVP Academic Affairs	01-80100515-580600005	AVP Academic Affairs	01-80100515-530900010	15,600.00
4	AVP Academic Affairs	01-80100515-580600005	AVP Academic Affairs	01-80100515-540900505	11,100.00
TOTAL EDUCATION FUND					\$ 27,335.00
TOTAL PROPOSED BUDGET TRANSFERS					\$ 27,335.00

Budget Transfer Form

Dollar Amount	<u>\$500</u>	
From what Budget Account	<u>01 10102510 550100010</u>	Object Code Description <u>English:Meeting Expense- Prof Dev</u>
To what Budget Account	<u>01 10102510 540600010</u>	<u>English:Prof Dev-Publications & Dues</u>
Is this a Grant? Yes () No (X)	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant?	Include Attachments: Yes () No (X)	

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds are needed for English Prof Dev- Publications & dues. We will adjust the next fiscal year.

Explain specifically why additional funds are needed in the receiving account:

Dr. Flaherty requests that funds from English Meeting Expense- Prof Dev budget line are transferred to English: Prof Dev- Publications & Dues budget line

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Diane Hope</u>	<u>2/1/2019</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Dr. Michael Flaherty</u>	<u>2/1/2019</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Kevin Li</u>	<u>2/1/2019</u>
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>2/1/2019</u>
Area Vice President	<small>DocuSigned by:</small> <u>Debra Baker</u>	<u>2/5/2019</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 2/14/19

Entered by: BH26DS 2/15/19

Budget Transfer Form

Dollar Amount \$135

From what Budget Account 01 - 30200541 - 550300005 **Object Code Description** Trvael: out of State

To what Budget Account 01 - 30200541 - 540600005 **Object Code Description** Publications & Dues

Is this a Grant? Yes () No (X) ***If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"**

Grant Accountant? Include Attachments: Yes (X) No ()



Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

It is unlikely that the full budgeted amount for out of state travel will be needed for the Office of Dual Credit in FY19.

Explain specifically why additional funds are needed in the receiving account:

Triton College's memberships in the National Alliance of Concurrent Enrollment Partnerships (NACEP) and Illinois Alliance of Concurrent Enrollment Partnerships (ILACEP) require renewal for the new year. These partnerships provide essential information on best practices and legislative updates involving Dual Credit. We currently have \$485 left in the budget for Publications and Dues but would need \$135 to cover renewals for 2019. Renewal is \$560 for NACEP and \$60 for ILACEP making the required budgetary amount \$620.

Required Signatures

Requestor DocuSigned by: Timothy Nystrom 2/4/2019
A25C2B35EB8844D

Cost Center Manager DocuSigned by: Timothy Nystrom 2/4/2019
A25C2B35EB8844D

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 2/4/2019
815C008B81974DE

Area Vice President DocuSigned by: Debra Baker 2/4/2019
630517A3CD2A4D5

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 2/14/19

Entered by: B4124 DS 2/15/19

Budget Transfer Form

Dollar Amount

\$15,600.00

From what Budget Account

01 80100515 580600005

Object Code Description

AVPAA: Equipment - Instructional > 5k

To what Budget Account

01 80100515 530900010

AVPAA: Other Contractual Services

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Purchase of some instructional equipment > 5k will be deferred until FY20 to allow purchase of non-instructional equipment/services required for automotive students working in uncomfortable temperatures while taking automotive lab courses.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed for electrical work required to support the installation of 4 large ceiling fans for the Automotive labs in the T building to circulate air in the automotive bays.

Required Signatures

Requestor

DocuSigned by:
Danielle Stephens 2/19/2019

Cost Center Manager

DocuSigned by:
Paul Jensen 2/19/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Paul Jensen 2/19/2019

Area Vice President

DocuSigned by:
Debra Baker 2/19/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: *[Signature]*

Entered by: *B4131 DS 2/20/19*

Budget Transfer Form

Dollar Amount \$11,100.00

From what Budget Account 01 80100515 580600005 **Object Code Description** AVPAA: Equipment-Instructional >5K

To what Budget Account 01 80100515 540900505 **Object Code Description** AVPAA: Other Materials and Supplies

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Purchases of some instructional equipment >5k will be deferred until FY20 to allow purchase of non-instructional equipment for students in the T building.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed for the purchase and installation of 51 student workbenches to replace all the aging benches in the Automotive classrooms.

Required Signatures

Requestor Danielle Stephens 2/19/2019

Cost Center Manager Paul Jensen 2/19/2019

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 2/19/2019

Area Vice President Debra Baker 2/19/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 2/20/19

Entered by: B4132 DS 2/20/19

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of March 19, 2019

ACTION EXHIBIT NO. 16255

SUBJECT: AGREEMENT WITH CCB CREDIT SERVICES, INC.

RECOMMENDATION: That the Board of Trustees approve an Agreement with CCB Credit Services, Inc. (Springfield, IL) to provide Triton College with additional methods for collection of unpaid accounts. The Agreement shall be effective on the date it is signed and accepted by Triton College. For all sums recovered by CCB, Triton College will pay CCB a 20% commission on the amount collected for new placements. CCB will earn a 25% commission on the collected amount for second placements. Triton College will only pay CCB a commission on actual collected amounts.

RATIONALE: Presently, the primary placement of outstanding accounts utilizes the Illinois Debt Recovery Program. This placement is limited to specific criteria. The existing process excludes a large population of Triton College accounts with outstanding balances. Utilizing CCB Credit Services, Inc., the College will increase revenue from collection of outstanding debt and lower collection costs.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

Mark R. Stephens **Diane Viverito** **Date**
Chairman **Secretary**

Related forms requiring signature: Yes X No

COLLECTION SERVICE AGREEMENT

This Agreement has been made and entered into and shall be effective as of the date that it is signed and accepted by and between Community College District 504, commonly known as Triton College, with its principal place of business at 2000 Fifth Avenue, River Grove, IL 60171, hereinafter referred to as "Client," and CCB Credit Services, Inc. with its principal place of business at 5300 S. 6th St., Springfield, IL 62703, hereinafter referred to as the "Agency."

WITNESSETH:

Whereas, Client may have unpaid accounts which it may desire Company to collect from time to time;

Whereas, Agency is qualified to collect such unpaid accounts, and desires to handle such accounts as may be referred by Client;

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto do agree as follows:

1. The Agency agrees to undertake the collection of such accounts as the Client decides to place with the Agency for the purpose of collection, and to use due diligence and employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes will best effect the collection of such accounts. Agency agrees that its collection procedures and practices shall comply with the Fair Debt Collection Practices Act and all Federal, State and other laws and regulations. Agency will give due consideration for collection guidelines established by Client for Agency. Agency agrees that it shall be an independent contractor and not an agent of Client.
2. Client allows Agency to report accounts assigned to Agency by Client with the various credit bureaus.
3. The Agency agrees that the Client will not be liable for any expense incurred by the Agency incidental to the settlement or realization of the account placed with the company for collection, except as herein provided. No compromise settlements will be accepted or suits instituted without the written consent of the authorized agent of the Client.
4. The Agency agrees to indemnify and hold the Client, its employees, officers, agents and all affiliates harmless against any and all liability, cost and expenses including court costs and attorney fees, occasioned by claims or suits for loss or damages arising out the acts of the agents, servants or employees of the Agency during the term of this

Agreement. The Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expense including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents or employees of the Client as to the incorrect identification of any obligor or as to the incorrect description of the status of any assigned account.

Client, 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.

5. The Agency agrees to remit monthly to the Client the net amount of all monies collected on the accounts placed by the Client with the Agency.
6. The Client agrees to advise the Agency promptly of payments made directly to the Client and to indemnify and hold the Agency harmless against any and all liability, loss and expense including attorney fees, occasioned by claims or suits for loss or damages arising out of the failure by the Client to notify the Agency of such payments.
7. The Client agrees to pay the Agency a commission based on monies collected, to the extent such commission is permitted by law, rule or regulation, either paid to company or paid to client on accounts after such accounts placed for collection under this Agreement as defined in Addendum A of this Agreement.
8. The Agency shall not accept settlement without written authorization from the authorized agent of the Client.
9. The Agency agrees to notify Client of any and all legal issues or counterclaims within 3 business days of knowledge or receipt of information indicating the above.
10. The Client or its designee shall have the right to conduct inspections and audits of the Agency's premises, records and collection procedures on accounts assigned to Agency by Client. Inspections shall occur during regular business hours.
11. This Agreement is non-exclusive and may be canceled upon a forty-five (45) day written notice to the other party except if any other provisions of this Agreement have been breached in which case termination is immediate. The Client may terminate the assignment of individual accounts for any reason at any time with 10 business days

notice. In the event of termination of this Agreement or the termination of an individual account by either party for any reason, Agency agrees to immediately stop all collection activity and to turn over to Client all records to the extent they exist or can be printed from computer data within ten(10) days from the end of the termination. Client and Agency agree that the Agency will continue to service all accounts where through the efforts of the Agency a repayment plan has been created and monies are being collected for a period of time up to 6 months from the date of termination. The Client may then advise the customer that all future contact shall be made to the Client or to such other party as the Client may choose. Agency shall not be entitled to any fee, percent or otherwise, on any account once this Agreement has been terminated or the assignment on that particular account has been terminated, except that Client agrees to pay Agency for reasonable expenses incurred by Agency in the collection of that account through said termination or assignment. The Parties shall mutually agree upon the reasonable expenses following the termination of the account. Should any monies be received after termination of this Agreement, Agency agrees to advise Client promptly and to indemnify and hold Client harmless against any and all liability, loss and expense, including attorney fees, occasioned by claims or suits for loss or damage arising out of the failure by the Agency to notify Client. Notwithstanding any notice of termination of this Agreement, the parties may agree that Agency shall continue to collect a designated account or accounts. As to such accounts, all items and conditions of this Agreement shall apply.

12. This Agreement and all rights and privileges granted to Agency under this Agreement are personal and shall not be assigned, sublicensed or transferred by operation of law or otherwise, without the express prior written consent of the authorized agent of the Client. In the event of any unauthorized assignment, sublicense or transfer, this Agreement may be immediately terminated at the option of the Client, by the giving of notice to Agency, and all accounts delivered to Agency and not yet returned shall be returned to the Client within ten(10) days without further cost to the Client, including costs for collection on pending accounts.
13. Confidentiality: Agency will have access to information regarding consumers, and acknowledges that this information is confidential. Except as expressly provided within in this Agreement, Agency may not disclose this confidential information to any third party. Agency may disclose only as directed, the confidential information to affiliates, as

defined by the Gramm-Leach-Bliley Act, of Client. Agency may disclose the confidential information to its affiliates only as necessary to perform this Agreement. Agency must agree to notify and require any of its affiliates to agree that the confidential information is confidential and that it will not be disclosed by those affiliates to any other person or entity. Agency agrees that it will not utilize the confidential information for its own purposes or otherwise sell or disclose the information.

14. Agency acknowledges that it has received, may receive or may have access to confidential information that is or may be subject to the protections of the Gramm-Leach-Bliley Act, Pub.L. No. 106-102. (1999), and the Federal Trade Commissions Privacy Rule, 16 C.F.R. part 313 (2002) and further agrees, warrants and represents that it will comply with the requirements imposed by these laws.
15. Agency agrees to inform its employees, representatives and agents of the contents and requirements of this section of the Agreement, and to maintain and implement administrative, technical and physical safeguards sufficient to ensure the security, confidentiality and integrity of the confidential information.
16. Client state tax offset payments will be treated as an adjustment and not as a commissionable agency payment. Should a student have unused financial aid, that amount can be used towards their unpaid prior balance due. If that unpaid prior balance has been placed for external collection service, this transaction will be recorded as an adjustment and not as a commissionable agency payment.
17. The terms of paragraphs number 1, 3, 4, and 5 shall survive the termination of this Agreement.
18. This Agreement and all disputes arising hereunder or in connection herewith shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without reference to conflicts of law provisions. Any suit upon or in connection with Agreement shall be conducted in the County of Cook, State of Illinois.
19. Agency assumes full responsibility for the payment of all federal, state and local taxes incurred by Agency as a result of this Agreement.
20. This Agreement is executed by an authorized representative of Client in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

21. Agency represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
22. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
23. Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.
24. Agency certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
25. If Agency has more than 25 employees, Agency certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

Triton College

CCB Credit Services, Inc.

By: _____

By: _____

Name: Mark Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: March 19, 2019

Date: _____

Addendum A: Fees

The Client agrees to pay as commission a contingency fee on all monies collected on account placed with Agency under this Agreement. The agreed fee shall be:

20 % for primary placement accounts

25 % for secondary placement accounts

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of March 19, 2019

ACTION EXHIBIT NO. 16256

SUBJECT: COMMERCE BANK EXPENSE CARD PROGRAM

RECOMMENDATION: That the Board of Trustees authorize the College Treasurer to enter into an Agreement with Commerce Bank, Kansas City, MO, to provide a prepaid expense card program. The administrative cost of 10 cards will not exceed \$250 per year (\$2 per month/card).

RATIONALE: Expense cards will replace cash advances made to coaches and other club advisors who expend college funds on students when traveling on preapproved academic or athletic activities. Staff is provided a pre-approved specific dollar amount for travel, and the Business Office will process the amount placed on the card in advance of the travel. Cards will be managed by the Business Office utilizing all existing prepaid travel expense procedures. Cards will be restricted as to the type of establishment and purchases for which they can be used. This proposed process enables safe protocols for the traveler and will allow the Business Office to add funds in the event of an emergency. Unused funds will be removed from the card at the conclusion of travel.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

Mark R. Stephens **Diane Viverito** **Date**
Chairman **Secretary**

Related forms requiring signature: Yes _____ No X _____



Certification of Beneficial Owner(s)

What is the purpose of this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Legal Entity Information

Legal Entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal Entity** does not include sole proprietorship, unincorporated associations, or natural persons opening accounts on their own behalf.

Legal Entity for which the account is being opened:

Entity Name	Entity Tax ID Number 36-2537114		
Triton College			
Entity Street Address	City	State	Zip
2000 Fifth Avenue	River Grove, IL	60171	
Entity Type - description of the Entity (ex: Limited Liability Corporation (LLC))			
Governmental Entity			

Beneficial Ownership Information:

The following information for each individual*, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the Legal Entity listed above:

Please mark box if no individual meets this definition

Beneficial Owner 1 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth
Residential Street Address	City	State	Zip
For U.S. Persons: Social Security Number OR			
Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number			

Beneficial Owner 2 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth
Residential Street Address	City	State	Zip
For U.S. Persons: Social Security Number OR			
For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number			

Beneficial Owner 3 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth
Residential Street Address	City	State	Zip
For U.S. Persons: Social Security Number OR			
For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number			



Beneficial Owner 4 Information: _____% of ownership

First Name	Middle Name	Last Name	Date of Birth
Residential Street Address	City	State	Zip

For U.S. Persons: Social Security Number **OR**
 For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number

--

Control Person Information

The following information for one individual with significant responsibility for managing the Legal Entity listed above:

- An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); **OR** any other individual who regularly performs similar functions.

First Name	Middle Name	Last Name	Title
Sean	O'Brien	Sullivan	Mr.
Residential Street Address	City	State	Zip
1004 N. Cumberland Avenue	Park Ridge, IL	60068	1/4/1962

For U.S. Persons: Social Security Number **OR**
 For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number

--

Certification of Beneficial Owner(s)

Name of individual opening account or maintaining the Business Relationship

I, Sean Sullivan, (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

First Name	Middle Name	Last Name	Title
Sean	O'Brien	Sullivan	Mr.
Signature (Print Form and Sign Here)		Date	

For Internal Use Only:
Reason

COMMERCE BANK
Prepaid Expense Card Agreement

THIS AGREEMENT is made and entered into as of the effective date set forth below by and between Commerce Bank, ("Commerce")

And Triton College ("Customer"), Tax ID # 36-2537114

1. **DEFINITIONS** "Agreement" means this Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing. "Commerce Expense Cards" ("Card(s)") means the Visa Prepaid Cards and the numbers associated with the Cards issued by Commerce Bank. "Customer" and "Sponsor" means the organization, company or employer that acquires and administers the Cards for their employees or affiliated individuals. "Cardholder(s)" means the individual who receives or uses a Card at the request of their employer or sponsor organization. "Program" refers to the Prepaid Expense Card administered by Commerce as set forth in this agreement.

2. **COMMERCE EXPENSE CARD PROGRAM** During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide Customer with the Program and to issue Commerce Expense Cards to Cardholders. A Cardholder must have agreed with Customer to use the card for:
 - a. Miscellaneous purchases on behalf of the Customer
 - b. Travel or miscellaneous expenses related to Customer's business or mission.Use of a Commerce Expense Card may be limited by controls initiated by the Customer funding the card. Cards may be used by the Cardholder to make purchases for business purposes allowed by the Customer, up to the amount of his/her balance resulting from Customer-initiated deposits through ACH or other means agreed to by Commerce.

3. **CARD ISSUANCE AND TERMINATION**
 - a. Commerce shall issue a Commerce Expense Card to each Cardholder designated by Customer, provided that a Commerce Expense Card issuance request has been made by an Administrator (as hereinafter defined) in the form required by Commerce. Cardholder information provided by Customer must include full name, address, and primary phone.
 - b. Each Commerce Expense Card shall be valid for the term indicated thereon, unless such Commerce Expense Card has been (i) canceled by Commerce; (ii) canceled by the Cardholder pursuant to the provisions of the Prepaid Expense Card Cardholder Agreement; (iii) canceled or suspended by Customer.
 - c. Commerce shall return remaining funds to the Customer for all cards deemed inactive for 12 months. No payment of unused funds will be made by Commerce to Cardholders.

4. **CUSTOMER RESPONSIBILITY** Customer must transfer funds to the designated limited purpose prepaid account at Commerce ("Account") in standard Automated Clearing House ("ACH") file format or transfer funds from a designated line of credit as otherwise agreed by Commerce. The ACH file prepared by Customer will provide instruction to Commerce regarding the distribution of funds in the Account to Cardholders. The Commerce Expense Cards will access the funds in the Account. Commerce has no obligation to Cardholders in the event Customer delays in providing or fails to transfer funds to the Account. Customer may retain the right to deduct from the funds stored on the Commerce Expense Cards in order to correct a previous error or overpayment to Cardholders, or for any other reason. In the event that Commerce, in its sole discretion, settles or pays a transaction with the Card when there are insufficient funds stored on the Card to pay for the transaction, there will be a negative balance on the Card. We will deduct the negative balance amount from the Card's balance upon reload by the Sponsor. If a Card has a negative balance and no further load occurs, Sponsor must pay Commerce the amount of the negative balance. The Sponsor may hold the employee responsible for the negative balance amount. All disputes between Customer and Cardholders regarding the amount of transactions; the amount that Customer transfers to the Account; the amount Customer deducts from the Account; or the amount due a Cardholder will be handled by Customer. Customer agrees not to involve Commerce in such disputes. In the event Customer is responsible for distribution of the Commerce Expense Cards to Cardholders: (a) Customer is responsible for the security of Commerce Expense Cards sent in bulk to Customer's Administrator until such cards are distributed to the individual Cardholders; and (b) Customer must provide the Commerce Bank Prepaid Expense Card Cardholder Agreement furnished by Commerce to the Cardholders.

5. **PROGRAM ADMINISTRATOR** Upon signing this Agreement, Customer shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program. The Administrator shall undertake the following duties on behalf of the Customer, as well as any other reasonable duties requested by Commerce and agreed to by Customer:
 - a. The Administrator shall be familiar with all aspects of the Program, including, but not limited to procedures, employment or other relationship (e.g. volunteer, student) status of Cardholders, and general Program parameters.
 - b. The Administrator will receive secure access to a web tool for Card orders, to monitor Card activity, view Card balances and close cards.
 - c. The Administrator is responsible for closing Cards and/or removing funds from Cards after use or change in status of the Cardholder. Commerce may close Cards and return funds to the Customer at Customer's request.

Customer warrants and represents that the Administrator has the authority to perform his or her duties, including, but not limited to, the authority to submit Commerce Expense Card issuance requests. The Administrator may only be changed upon the execution of a written document signed

by the authorized agent of the Customer.

6. **FEES** Commerce shall be paid fees or charges for each Commerce Expense Card as set forth in Addendum A attached hereto and incorporated herein by this reference. Fees may be subject to change from time to time by Commerce upon thirty (30) days prior written notice. Upon notice of a change in fees, Customer may immediately terminate this Agreement for no cost or penalty.
7. **TERM OF AGREEMENT AND RENEWAL** This Agreement shall remain in full force and effect for a term of one (1) year from the Effective Date set forth below (the "Initial Term"), and thereafter, shall automatically renew annually for successive one (1) year terms (each a "Renewal Term"). Either the Customer or Commerce may terminate this Agreement by giving written notice, signed by the authorized agent, ninety (90) days prior to the end of the Initial Term or the end of any Renewal Term.
 - a. All Commerce Expense Cards and related limited purpose prepaid account(s) shall be deemed canceled on the expiration date shown on the Commerce Expense Card.
 - b. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement with sixty (60) days' notice upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Program and Commerce Expense Cards shall be deemed canceled on the expiration date shown on the Commerce Expense Card:
 - (i) Dissolution or liquidation of the Customer or
 - (ii) Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the benefit of creditors; or the other party enters into an arrangement with its creditors; or
 - (iii) Any breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto.
8. **ASSIGNMENT** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that Commerce may assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) without the consent of the Customer.
9. **NOTICES** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:

Commerce Bank
Attn: Commerce Prepaid Cards
PO Box 411036, KCBC-11
Kansas City, MO 64141-1036

If to Customer:

Triton College
Attn: Sean Sullivan
2000 Fifth Avenue
River Grove, IL 60171

10. **CONFIDENTIALITY** Commerce and Customer will keep strictly confidential and will not use for any purpose whatsoever (other than as contemplated herein or for the purpose of the evaluation of this Program) the entire contents of this Program, including but not limited to: any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless mutually agreed upon by Customer and Commerce to do so, or if disclosure is required by law and notice is provided to the other party prior to disclosure; provided, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation, maintenance and providing of this Program. Any action by a party to limit a disclosure otherwise required by law shall be at that parties sole expense and the party seeking to limit disclosure shall fully indemnify the other party for any and all costs arising from or related to the action to limit disclosure. This indemnification shall include attorneys' fees.

Important Information: Our bank complies with the USA Patriot Act. This law mandates that we verify certain information about you while processing your account application.

11. **INDEMNITY** To the extent permitted by law, Customer agrees to defend, indemnify and hold harmless Commerce, its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Cardholders) and all costs (including reasonable attorney's fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commerce Expense Cards and/or the cancellation thereof), provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Commerce or the violation of any law or regulation relating to prepaid cards.

Customer, as an entity and on behalf of its trustees, employees, agents and students, claim any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

Commerce agrees to defend, indemnify and hold harmless the Customer, its trustees, officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorney's fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

12. **COMPLIANCE** Customer shall be responsible for keeping abreast of, and complying with, any and all laws or regulations, including but not limited to those specifically related to Customer's industry or its operations, or relating to this Agreement which shall include, but not be limited to, state and federal laws, statutory laws, administrative regulations and any regulations, rules and directives by

governing bodies or industry regulators. Customer further represents and warrants that no law or regulation prohibits them from loading and using prepaid cards for their chosen purposes. Customer shall monitor Laws or proposed Law that may impact their use of Commerce Expense Cards and shall immediately notify Commerce of any Law, proposed Law or regulation that may impact the load or use of the cards. In the event Customer becomes aware of anything which would prohibit the continued use of the cards, Customer will immediately discontinue the use thereof, cancel all outstanding cards, and return unused cards to Bank.

13. MISCELLANEOUS

- a. Relationship: Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Commerce and Customer.
- b. No Implied Waivers: The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. Remedies: In the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, immediate termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.
- d. Complete Agreement; Amendments: This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provisions in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the authorized agents of the parties hereto.
- e. Authority: The execution and delivery of this Agreement by Customer and the performance hereof by Customer have been duly authorized by all necessary corporate action on the part of Customer. Customer shall provide to Commerce, as Commerce may request from time to time, such documentation relating to Customer's authority to contract for the Services. Customer's agent executes this Agreement in his official capacity only and this Agreement shall not be construed to create any personal liability.
- f. Successors and Assigns: All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- g. Severability: The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- h. Taxes: Commerce assumes full responsibility for the payment of all federal, state and local taxes incurred by Commerce as a result of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto to be effective as of the ____ day of _____, 20____ (the "Effective Date").

Commerce Bank

By: _____

Name: _____

Title: _____

Customer Name Triton College

By: _____

Name: Sean Sullivan

Title: Vice President Business Services

**ADDENDUM A
 "PRICING AND PAYMENT SCHEDULE"
 Commerce Prepaid Expense Card**

Other Fees:

For information, copies or other special projects not specified in this Addendum A, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.

Fees Charged Directly to Cardholders:

Teller Cash Withdrawal	\$5.00
Commerce/AllPoint ATM Withdrawal	Free
Commerce/AllPoint ATM Balance Inquiry	Free
Out of Network ATM Withdrawal	\$3.00 (additional fee may be charged by ATM owner)
Out of Network ATM Balance Inquiry	\$1.50 (additional fee may be charged by ATM owner)
Automated Customer Service Call	Free
Live Customer Service Rep Call	Free Card
Replacement (mail or instant issue)	\$10.00
Expedited Card Shipping	\$20.00
Text Alerts	Free
Cardholder Mobile App Access	Free

Fees Charged Directly to Customer:

Monthly fee for cards in active status for any period during a billing cycle	\$2.00
Monthly fee for cards in suspended status for an entire billing cycle	\$.50
Expedited Card Order Requested by Customer	\$20.00
Implementation/Setup Fee (one-time)	\$100.00

Fees for Optional Services

Instant Funding Process Setup Fee (one-time)	\$100.00
Instant Card Issuance Setup Fee (one-time)	\$100.00
Customized Card Setup Fee	\$500.00
Customization Fee per card	Variable

Payment Schedule:

Fees charged to Customer may be automatically billed through Account Analysis or invoiced, monthly in arrears. For Customers utilizing Account Analysis, the aggregate fees not covered by compensating balances will be debited from the Deposit Account designated by Customer.

Manual Card Load Option:

X YES Allow manual real-time funding loads of cards in card portfolio. Manual loads are managed by the Sponsor through the VISA DPS PAT system. Maximum amount that may be loaded on cards is limited to a pre-established line of credit subject to approval by Commerce Bank. Manual loads using the line of credit are billed daily to client for immediate ACH payment from a designated Customer deposit account. See account application for terms, fees and disclosure.

This Addendum A has been executed by the duly authorized officers of the parties hereto to be effective as of the _____ day of _____, 20____, (the "Addendum Effective Date") and this Addendum A supersedes any prior Addendum A. In the event of a conflict between this Addendum A and the Agreement, the Agreement shall prevail.

Commerce Bank

Customer Name Triton College

By: _____

By: _____

Name: _____

Name: Sean Sullivan

Title: _____

Title: Vice President Business Services

ELECTRONIC PAYMENT AUTHORIZATION



This electronic payment authorization by Triton College ("Customer") authorizes Commerce Bank ("Commerce") to initiate debit and credit entries and to initiate, if necessary, adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository", and to debit and/or credit the same to such account. Both parties acknowledge that the origination of ACH transactions to Customer's account must comply with the provisions of all U.S. laws, rules and regulations, including, but not limited to, the National Automated Clearing House Association (NACHA) rules.

Real Time Load Payments (Debit)

Payments to Clients (Credit)

Depository (Bank) Name:

Depository (Bank) Name:

City & State:

City & State:

Routing/Transit #:

Routing/Transit #:

Account #:

Account #:

Account Title:

Account Title:

This authority is to remain in full force and effect until Commerce has received written notification from Customer of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce reserves the right to terminate this authorization at any time.

(Customer)

Commerce Bank

By: Signature

Address: Commerce Bank
Attn: Prepaid Cards
P.O. Box 411036
Kansas City, MO 64179-9640

Print Name:

Telephone: 1-866-946-3017
Fax: 1-816-234-1773

Title:

Date:

Address:



E-Statements require an email address on file.

Email:

Prepaid Expense Card Manual Load Application

BUSINESS APPLICANT

LEGAL BUSINESS NAME: Triton College DBA NAME: [AS YOU WANT IT TO APPEAR ON ACCOUNT (UP TO 25 CHARACTERS)] 2000 Fifth Avenue River Grove, IL 60171 BUSINESS ADDRESS (STREET ADDRESS ONLY; NO P.O. BOXES) (Include city, State and Zip)	CHECK ONE: <input type="checkbox"/> CORPORATION (STATE _____) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> LLC <input checked="" type="checkbox"/> OTHER governmental entity	ANNUAL SALES \$ _____ STATE OF INCORPORATION Illinois BUSINESS PHONE (708) 456-0300 DUNS# _____ BUSINESS FAX (708) 583-3163 TAX ID# 36-2537114 REQUESTED CREDIT LINE AMOUNT _____
BILLING ADDRESS (IF DIFFERENT FROM ABOVE) (Include City, State and Zip)		
TIME IN BUSINESS YRS. 51 MOS. 8 TYPE OF BUSINESS (PRODUCT/SERVICE OFFERED) _____		
COMMERCE BANK CUSTOMER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, COMMERCE BANK CONTACT: _____		

ACCOUNT INFORMATION AND SIGNATURE

OUR AGREEMENT—This application must be signed by the authorized officers, partners, owners, or the proprietor of the Business to open the Business's Account. By signing this application, the Business requests an account be opened in the name of the Business, requests individual Accounts opened for the attached named employees, authorizes the receipt and exchange of credit information, agrees to be liable for all charges made to the Business's Account including unauthorized charges if 10 or more accounts are opened, except as modified by any other agreement and agrees to be bound by the terms and conditions of the Cardholder Agreement. We reserve the right to investigate the credit history of the undersigned, which includes obtaining credit reports from consumer reporting agencies. The Business also represents this account will be used for business or commercial purposes. Payment for charges on the Business account is due in full upon receipt of your billing statement; the Business may not defer these charges.

ELECTRONIC RECORDS—The undersigned agree that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of Commerce, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. The undersigned further agree that upon conversion to an electronic record as authorized herein such electronic records shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. The undersigned waive any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. The undersigned further agree that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, the undersigned authorize and agree to destruction of the paper documents by Commerce upon conversion of the paper documents to a digital or electronic record.

PLEASE PRINT NAME AND PROVIDE SIGNATURE: (Required) Name: Sean Sullivan Signature: _____ This individual will have the authority to make changes to the account	PLEASE CHECK TITLE: <input type="checkbox"/> PRESIDENT <input checked="" type="checkbox"/> VICE PRESIDENT <input checked="" type="checkbox"/> TREASURER <input type="checkbox"/> PARTNER <input type="checkbox"/> OWNER <input type="checkbox"/> OTHER
PLEASE PRINT NAME AND PROVIDE SIGNATURE: (Optional) Name: Garrick Abezatian Signature: _____ This individual will have the authority to make changes to the account	PLEASE CHECK TITLE: <input type="checkbox"/> PRESIDENT <input type="checkbox"/> VICE PRESIDENT <input type="checkbox"/> TREASURER <input type="checkbox"/> PARTNER <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> OTHER

CERTIFICATE OF AUTHORITY—The undersigned certifies that he/she is the duly elected and qualified Secretary, Assistant Secretary, Clerk or Authorized Individual of the Organization; that the following resolutions or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed above have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the signature(s) of the Authorized Person(s) above are true and genuine.

RESOLVED, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement (each such term as defined) in the Agreement.

FURTHER RESOLVED, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish business accounts ("Accounts") with Commerce, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts, to pledge property as security for repayment of amounts due Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

REQUIRED: Signature of Secretary, Assistant Secretary, Clerk or Authorized Officer _____ Date _____

PERSONAL GUARANTY (IF APPLICABLE)

PERSONAL GUARANTY—In consideration of the "Issuer" financing purchases under the Business Account pursuant to the Cardholder Agreement identified above, (as the same may hereafter be modified, extended or amended, "the Agreement") the undersigned agrees to hereby unconditionally personally guaranty payment and performance, under the terms of the Agreement to the holder of the Agreement including any assignee. This is a guaranty of payment and not merely of collection. The undersigned agrees to pay, upon demand, any amount owed by the Business to Issuer and due under the terms of the Agreement. Issuer shall not be required to initiate any action against, or exhaust any remedies with respect to Business or any other Guarantor prior to making demand upon the undersigned Guarantor. The undersigned Guarantor hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable for long as the Agreement shall be in effect. The undersigned Guarantor hereby agrees that Issuer may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of the undersigned Guarantor. The undersigned Guarantor waives any and all suretyship defenses. *Income from alimony, child support, or separate maintenance need not be disclosed unless you wish it to be considered for the purpose of this application.

SIGNATURE (ABSENT TITLE) Required _____	HOME ADDRESS _____
CITY/STATE/ZIP CODE _____	SOCIAL SECURITY # _____ HOUSEHOLD MONTHLY INCOME _____
DATE OF BIRTH (mo/day/yr) / / (Sole proprietor only) _____	IMPORTANT INFORMATION: Our bank complies with the USA PATRIOT ACT. This law mandates that we verify certain information about you while processing your account application.

DIRECT BILL DISCLOSURE		
ANNUAL FEES	TRANSACTION FEES FOR PURCHASES	TRANSACTION FEES FOR PAYING LATE OR EXCEEDING THE CREDIT LIMIT
None	None	Late-payment fee: 2.5% of amount past due
All charges on this account are due and payable next business day.		Over-the-credit limit fee: \$20
We may change the terms of your account agreement at any time. To the extent allowed by law the new terms will affect all outstanding balances. Several of these terms only apply to purchases. The information about costs associated with this account described herein are accurate as of March 2016. This information may change after this date. To receive the most current information, call us toll-free at 1-800-892-1104. Commerce Bank may share your account experience and transaction information with its affiliates. Unless you call 1-800-543-4845, you agree that Commerce Bank and its affiliates may also share other information about your account.		

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of March 19, 2019

ACTION EXHIBIT NO. 16257

SUBJECT: AGREEMENT WITH HIPAA EXAMS

RECOMMENDATION: That the Board of Trustees approve the promotional posting of the “HIPAA Exams” company hyperlinked logo on the Triton College Surgical Technology and Sterile Processing departmental webpages in return for reduced price Health Insurance Portability and Accountability Act (HIPAA) and Occupational Safety and Health Administration (OSHA) examinations for students. There is no cost to the college.

RATIONALE: Students in the Surgical Technology and Sterile Processing programs are required to have formal, documented HIPAA and OSHA training prior to beginning their clinical rotations. They can receive this training by successfully completing online examinations at a per test cost of \$14.99 (HIPAA) and \$24.95 (OSHA). The company that provides the tests, “HIPAA Exams”, has agreed to provide them to Triton College students at the reduced flat rate of \$6.99 in return for the college placing a hyperlinked logo to their company on the Triton College Surgical Technology and Sterile Processing departmental webpages. This will result in a savings to students of between \$8.00 and \$17.96 per exam. College attorneys have reviewed this Agreement.

Submitted to Board by: 
Debra Baker, Vice President of Academic Affairs

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Diane Viverito Secretary	Date

Related forms requiring signature: Yes X No

Memorandum of Agreement (MOA) Between

HIPAA Exams, Inc.
Aurora, CO

and

Community College District 504, commonly known as Triton College
River Grove, IL

HIPAA Exams, Inc.

HIPAA Exams is a professional and management development training company with primary focuses on health care, workplace safety, and legislative compliance. HIPAA Exams, Inc. began in 2001 as an online learning system for hospitals. The Company soon expanded when Massachusetts General, Scripps, and the U.S. Air Force asked HIPAA Exams to develop content for Registered Nurses that was specific to Joint Commission (JC) compliance. In 2008, our name was changed to HIPAA Exams and we began to focus on a broader range of content.

Triton College

Illinois Community College District 504, commonly known as Triton College is an institution of higher education dedicated to student success. Located 14 miles from downtown Chicago, the school offers outstanding educational value in a student-centered setting rich in academic and cultural resources, career-oriented learning opportunities, and engaging social activities.

Objectives

This MOA is intended to capture the terms of agreement between HIPAA Exams, Inc. and Triton College in respect to providing HIPAA Exams courses at a discounted rate to Triton College in lieu of a cross promotional advertisement on Triton College's website.

Implementation

HIPAA Exams will provide all courses requested by Triton College at a discounted rate of \$6.99 per license – down from original pricing of \$14.99 to \$24.95 per license – to Triton College, its employees and its students. . In return, Triton College agrees to allow HIPAA Exams to display their company logo and a company hyperlink on the Triton College website in a location on the website determined by Triton College. It shall be made clear that HIPAA Exams is a contractual partner of Triton College and not a business or service endorsed by or under the supervision of Triton College.

The initial term of this Agreement shall be for one (1) year from the date of approval by the Triton College Board of Trustees. The Agreement shall automatically renew for successive one (1) year terms unless an authorized agent of either party to this Agreement shall notify the other in writing of its intention not to renew the Agreement within at least 30 days of the renewal date. Further, either party may terminate this Agreement at any time without cause by providing 30 days advance written notice to the other party.

Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against a party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement.

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.

HIPAA Exams assumes full responsibility for the payment of all federal, state and local taxes incurred by HIPAA Exams 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.

HIPAA Exams represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

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.

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.

HIPAA Exams certifies that it maintains a written sexual harassment policy and drug-free workplace in conformance with applicable law.

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, will be resolved in the Circuit Court of Cook County, Illinois.

Signed

Mark R. Stephens -
Chairman,
Triton College Board of Trustees

Date



James Bright -
Director,
Sales & Market HIPAA Exams

2/5/19

Date

**TRITON COLLEGE, District 504
Board of Trustees**

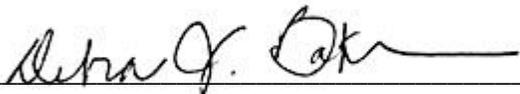
Meeting of March 19, 2019

ACTION EXHIBIT NO. 16258

SUBJECT: COLLEGE CURRICULUM COMMITTEE RECOMMENDATION MARCH

RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum Committee recommendation.

RATIONALE: This recommendation was approved by the College Curriculum Committee on February 7, 2019 and approved by the Academic Senate on February 11, 2019.

Submitted to Board by: 
Debra Baker, Vice President of Academic Affairs

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes _____ No X

MEMO

TO: Debra Baker

FROM: Julianne Murphy

DATE: Monday, February 11, 2019

RE: College Curriculum Item(s) from February 7, 2019
for Academic Senate

CCC Number **Item/Description and Summary**
U224A45 Social and Political Science **Effective Date: 05/27/2019**

Proposal Type: Revised Curriculum
Summary: title to 'Political Science'; Program Learning Outcomes were added to program description

Rationale: The program title and description change brings Triton in line with the overwhelming majority of institutions statewide and nationally regarding program/degree titles. The program description change removes the emphasis on economics, which is better cited to the Economics program

Program Learning Outcomes have been revised/added through the work of the 2018-2019 Program Assessment Plan developer. The Assessment Committee has reviewed and approved the outcomes to move forward through the curriculum process.

CCC Number **Item/Description and Summary**
MAT 032 Liberal Arts Math Supplement **Effective Date: 08/18/2019**

Proposal Type: New Course
Summary: 1 credit; 1 lecture; prerequisite 'must meet current college Math requirements for MAT 085 eligibility

Rationale: MAT 032 will be paired with specific sections of Triton's MAT 102, as a corequisite supplement to those specific sections. Students who have met all current college Math requirements for MAT 085 are eligible to enroll in one of these specific sections of MAT 102. Without this corequisite option, these students must first take MAT 085 (or another prerequisite course for MAT 102) before taking MAT 102. With this corequisite option, these students have the opportunity to earn credit for MAT 102 without having to first take MAT 085 or another prerequisite course, which will allow these students the opportunity to accelerate into college-level courses and will likely increase student retention and college completion rates.

MAT 032 will also help Triton meet the ICCB's goal of ensuring that 60% of all adults have a college or career credential by 2025, (i.e. "60 by 25").

MAT 102 is not an algebra-based course that leads to calculus.

A student who has met the requirement for MAT 085, Intermediate Algebra, eligibility, can be successful in a section of MAT 102 paired with this supplemental, corequisite MAT 032 course.

Based on data from Triton's Research Department, the majority of students that complete MAT 102 do not also enroll in an algebra-based course that leads to calculus. If a student that completes MAT 102 does need to enroll in an algebra-based course that leads to calculus, it is recommended that this student not enroll in a corequisite section of MAT 102. These students should complete MAT 085 prior to taking MAT 102 and the algebra-based course that leads to calculus.

Districtwide Schedule of Classes – Fall 2019

The following firms have been invited to submit bids for the Fall 2019 edition of the Districtwide Schedule of Classes. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 1:00 p.m., local time, Thursday, February 14, 2019 they were publicly opened and read aloud in room A 300. Bids were opened by Nancy Schafer, Purchasing Assistant, and Jim Reynolds, Executive Director of Finance.

COMPANY	NET COST
Woodward Printing Company 11 Means Drive Platteville, WI 53818	\$41,773.00

It is recommended that the Board of Trustees accept the proposal submitted by Woodward Printing Company in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	01-80100535-540200005
A/C Name	AVP Strategic Marketing -Printing
Budget	\$320,375.00
Prev. Expend.	170,702.81
Schedule	41,773.00
Balance	\$107,899.19

DISTRIBUTION:
B.

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 2/21/19

Re: Bid Results



Four printers submitted a bid for the printing of the Fall 2019 Triton Combined Schedule. These bids are based on printing 146,000 copies at 100 pages plus cover. The cover prints four-color on 60# Gloss Enamel Text and the body prints two-color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddlestitching, storage and simplified mailing.

The bids are as follows:

R&R Donnelley	\$83,921
Castle Printech	\$48,395
Breese Publishing	\$48,000
Woodward Printing	\$41,773

Accepting the bid from Woodward Printing is recommended.

Fall 2019 - Districtwide Schedule of Classes

Vendor Name	R&R Donnelley	Woodward	Breese Pub.	Castle Printech
146,000	82,526.00	41,773.00	48,000.00	48,395.00
Additional M's	570.00	271.00	329.00	295.00
Inserts per 1000	0.57	25.00	15.00	20.00
Simplified Mailing	TBD	Included	Included	Included
Storage	825.00	Included	Included	Included
Total	83,921.00	41,773.00	48,000.00	48,395.00

SPECIFICATIONS

NAME

Fall 2019 Triton College Districtwide Schedule of Classes

PAGES

Please provide quote for 100 page plus cover;
quote cost of plus or minus four-page signatures.

QUANTITY

146,000 give price for additional M's.

SIZE

Tabloid format; 10 1/2" x 12", saddlestitch.

INK

One color throughout (Black); four-color on front, inside front, back, and inside back cover.

PAPER

Cover: 60# gloss enamel text **Body:** Good quality, 30# newsprint
Note: Clearly indicate whether or not cost of paper is included in base price of bid.

BLEEDS

Cover bleeds 4-sides. Body bleeds 4-sides. (Finished trim size is 10 1/2" x 12").

BINDERY

Saddlestitch.

COPY

All files will be provided electronically (PDFs) approximately April 23, 2019.

PROOFS

At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

5,000 schedules are to be delivered approximately April 30, 2019 in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

STORAGE

141,000 schedules need to be stored until July 1, 2019.

MAILING/2ND DELIVERY

141,000 copies to be prepared for simplified mailing and delivered approximately July 1, 2019 to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM 3602.

Quote cost per thousand for simplified mailing.

PRINTER MUST PROVIDE TRITON COLLEGE WITH A CASS-CERTIFIED MAILING LIST OR SUBSCRIPTION THAT IS VALID WITHIN 90 DAYS BEFORE THE MAILING DATE. (PLEASE SUBMIT WITH YOUR FINAL BID) THE MAILING IS PREPARED BY THE PRINTER IN ACCORDANCE WITH THE DOMESTIC MAIL MANUAL ELIGIBILITY STANDARDS (343.6.0)

PRINTER SHOULD ALSO REFERENCE DMM (345.6.0 UP TO AND INCLUDING 345.6.10.6) TO BE ASSURED ALL POSTAL REGULATIONS ARE MET. (TRITON COLLEGE CAN NOT MAKE ANY EXCEPTIONS TO THESE REQUIREMENTS.)

PRINTER SHOULD FURNISH TO LORI SILVESTRI AT TRITON COLLEGE, N-100, A COMPLETED, SIGNED RECEIPT OF ALL SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING THE MAIL PREPARATION, YOU CAN CONTACT LORI ANN SILVESTRI AT LSILVEST@TRITON.EDU OR (708)456-0300 EXT 3812.

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone Sam Tolia at (708)456-0300, Ext. 3172.

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

Reindi Printing, Inc.
1251 Yosemite Rd
Oconomowoc, WI 53066

Master Graphics, LLC
1100 S Main Street
Rochelle, IL 61068

Northern Printing Network
1400 S Wolf Road Ste 102
Wheeling, IL 60090

Creasey Printing Services
1905 Morning Sun Ln
Springfield, IL 62711

Signature Offset
13801 E 33rd Pl, Unit F
Aurora, CO 80011

United Graphics LLC
898 Cambridge Dr
Elk Grove Village, IL 60007

Kevin Bryan Company
P.O. Box 470070
Celebration, FL 34747

Journal Topics/Wessell Web
622 Graceland Ave
Des Plaines, IL 60016

Blue Island Newspaper Printing, Inc,
262 W 147th St
Harvey, IL 60426

Precise Printing Network
2190 Gladstone Ct Ste A
Glendale Heights, IL 60139

Creekside Printing
1175 Davis Road
Elgin, IL 60123

Breese Publishing
P.O. Box 405
Breese, IL 62230

Regional Publishing Corp
12243 S Harlem
Palos Heights, IL 60463

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

Mignone Communication, Inc.
169 S Jefferson St
Berne, IN 46711

The Viking Printing Group
497 Widgeon Ln
Bloomington, IL 60108

Custom Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

FLC Graphics Inc.
4600 N Olcott Ave
Harwood Heights, IL 60706

PA Hutchison Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
899 Water St
Indiana, PA 15701

K.K Stevens Publishing Co.
100 N Pearl St
Astoria, IL 61501

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Newsweb Corporation
2401 N Halsted St
Chicago, IL 60614

EP Graphics
169 Jefferson St
Berne, IN 46711

Envision3
225 Madsen Dr
Bloomingdale, IL 60108

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

Continuing Ed Guide – Summer 2019

The following firms have been invited to submit bids for the Summer 2019 edition of the Continuing Ed Guide. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 1:15 p.m., local time, Thursday, February 14, 2019 they were publicly opened and read aloud in room A 300. Bids were opened by Nancy Schafer, Purchasing Assistant, and Jim Reynolds, Executive Director of Finance.

COMPANY	NET COST
Woodward Printing Company 11 Means Drive Platteville, WI 53818	\$18,888.00

It is recommended that the Board of Trustees accept the proposal submitted by Woodward Printing Company in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	01-80100535-540200005
A/C Name	AVP Strategic Marketing -Printing
Budget	\$320,375.00
Prev. Expend.	212,475.81
Schedule	18,888.00
Balance	\$89,011.19

DISTRIBUTION:

B.

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 2/21/19

Re: Bid Results

2/21/19

Seven printers submitted bids for the printing of the Summer 2019 Triton College Continuing Education Guide. Specifications were given for one version. Bid is as follows:

The bid is based on printing 144,000 copies at 48 pages plus cover. The cover prints four-color on 80# gloss text and the body prints one-color on 30# newsprint. Also included in the bid is an electronic proof, saddlestitching, storage and simplified mailing.

The bids are as follows:

R&R Donnelley	\$46,608
Kelvyn	\$30,404
Specialty Print Communicationss	\$27,750
Castle Printech	\$21,335
Breese Publishing Company	\$20,721
KK Stevens Publishing	\$20,181.12
Woodward Printing	\$18,888

Accepting the bid from Woodward Printing is recommended.

Continuing Ed Guide - Summer 2019

Company Name	R&R Donnelley	Kelvyn	KK Stevens Publishing	Castle Printech	Woodward Printing	Specialty Print Communications	Breese Publishing Company
144,000 copies, 48 pages plus cover	46,295.00	25,662.00	20,181.12	21,335.00	18,888.00	27,750.00	20,721.00
Additional M's	313.00	173.00	128.61	150.00	115.00	145.00	143.90
Delivery	TBD	470.00	Incl.	Incl.	Incl.	-	-
Simplified Mailing	TBD	4,272.00	Incl.	Incl.	Incl.	-	-
Total	46,608.00	30,404.00	20,181.12	21,335.00	18,888.00	27,750.00	20,721.00

SPECIFICATIONS

NAME

Summer 2019 Triton College Continuing Ed Guide

PAGES

48 page plus cover; quote cost of plus or minus four-page signatures.

QUANTITY

144,000; give price for additional M's.

SIZE

Tabloid format; 8 1/4" x 10 7/8", saddlestitch.

INK

Cover: Four-color (process). Body: One color (Black)

PAPER

Cover: 80# Gloss Text **Body:** Good quality, 30# newsprint

Note: Clearly indicate whether or not cost of paper is included in base price of bid.

BLEEDS

Cover bleeds 4-sides. Body no bleeds.

BINDERY

Saddlestitch.

COPY

All files will be provided electronically (PDFs) approximately April 8, 2019.

PROOFS

At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

1000 schedules are to be delivered approximately April 22, 2019, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

STORAGE

None.

MAILING/2ND DELIVERY

143,000 copies to be prepared for simplified mailing and delivered approximately April 22, 2019, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM,3602.

Printer MUST provide Triton College with a CASS-certified Mailing List or subscription that is valid within 90 days before the mailing date. (Please submit with your final Bid)

The mailing is prepared by the printer in accordance with the Domestic Mail Manual Eligibility Standards (343.6.0) Printer should also reference DMM (345.6.0 up to and including 345.6.10.6) to be assured all Postal Regulations are met. (Triton College can NOT make any exceptions to these requirements.)

PRINTER SHOULD FURNISH TO LORI SILVESTRI AT TRITON COLLEGE, J-100, A COMPLETED, SIGNED RECEIPT OF ALL SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING THE MAIL PREPARATION, YOU CAN CONTACT LORI ANN SILVESTRI AT LORI.SILVESTRI@TRITON.EDU OR (708)456-0300 EXT 3812..

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone SamTolia at (708) 456-0300, Ext. 3172.

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

Reindi Printing, Inc.
1251 Yosemite Rd
Oconomowoc, WI 53066

Master Graphics, LLC
1100 S Main Street
Rochelle, IL 61068

Northern Printing Network
1400 S Wolf Road Ste 102
Wheeling, IL 60090

Creasey Printing Services
1905 Morning Sun Ln
Springfield, IL 62711

Signature Offset
13801 E 33rd Pl, Unit F
Aurora, CO 80011

United Graphics LLC
898 Cambridge Dr
Elk Grove Village, IL 60007

Kevin Bryan Company
P.O. Box 470070
Celebration, FL 34747

Journal Topics/Wessell Web
622 Graceland Ave
Des Plaines, IL 60016

Blue Island Newspaper Printing, Inc,
262 W 147th St
Harvey, IL 60426

Precise Printing Network
2190 Gladstone Ct Ste A
Glendale Heights, IL 60139

Creekside Printing
1175 Davis Road
Elgin, IL 60123

Breese Publishing
P.O. Box 405
Breese, IL 62230

Regional Publishing Corp
12243 S Harlem
Palos Heights, IL 60463

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

Mignone Communication, Inc.
169 S Jefferson St
Berne, IN 46711

The Viking Printing Group
497 Widgeon Ln
Bloomington, IL 60108

Custom Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

FLC Graphics Inc.
4600 N Olcott Ave
Harwood Heights, IL 60706

PA Hutchison Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
899 Water St
Indiana, PA 15701

K.K Stevens Publishing Co.
100 N Pearl St
Astoria, IL 61501

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Newsweb Corporation
2401 N Halsted St
Chicago, IL 60614

EP Graphics
169 Jefferson St
Berne, IN 46711

Envision3
225 Madsen Dr
Bloomington, IL 60108

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

Linear Drain Replacement – Building T

4 firms submitted bids for the Linear Drain Replacement Project – Building T. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, February 26, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by John Lambrecht, O & M, Aaron Mikottis, Arcon Associates, Inc., and representatives from Jensen's Heating & Plumbing, DeFranco Plumbing, Inc, Hartwig Plumbing & Heating, Inc., and Kovilik Construction Co., Inc.

It is recommended that the Board of Trustees accept the proposal submitted by Jensen's Heating & Plumbing, Inc. in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

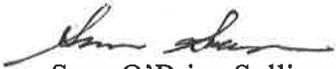
COMPANY

NET COST

Jensen's Heating & Plumbing, Inc.
670 E. Calhoun St.
Woodstock, IL 60098

\$74,140.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400022
A/C Name	T Linear Drain Replacement
Budget	\$ 74,140.00
Prev. Expend.	\$ 0.00
Schedule	\$ 74,140.00
Balance	\$ 0.00



February 28, 2019

Mr. John Lambrecht
Associate Vice President of Facilities
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

RE: **BID RECOMMENDATION
LINEAR DRAIN REPLACEMENT - BUILDING T
TRITON COLLEGE
PROJECT NO. 19010**

Dear Mr. Lambrecht:

On Tuesday, February 26th at 1:30 P.M. four (4) sealed bids were publicly opened and read for the Linear Drain Replacement project at Building T. The low qualified bidder was Jensen's Plumbing & Heating Inc, in the Total Bid amount of \$74,140.00. The Total Bid includes the project contingency amount of \$6,740.00.

We contacted Jensen's Plumbing & Heating Inc, and they have confirmed their bid. The project requirements were reviewed and Jensen's Plumbing & Heating Inc demonstrated an understanding of the scope of work and project time line. Jensen's Plumbing & Heating Inc has performed on numerous ARCON projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Linear Drain Replacement project at Building T to the low qualified bidder, Jensen's Plumbing & Heating Inc in the Total Bid amount of \$74,140.00.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare P. Pitello".

Gaspare P. Pitello, ALA
Associate Principal

Attachments
WMS/rac
J:\Triton College\19010 Linear Drain Replacement - Building T\1 Docs\Corr\19010 LOR.wpd

Project: Linear Trench Drain Replacement - Building T
 Owner: Triton College
 Project No.: 19010
 Bid Date/Time: Tuesday, February 26, 2019 @ 1:30 P.M.



	CONTRACTOR	BID BOND	BASE BID + 10% CONTINGENCY	NOTES
1	DeFranco Plumbing, Inc.	x	\$107,690.00	
2	Hartwig Plumbing and Heating, Inc.	x	\$93,236.00	
3	Jensen's Plumbing and Heating, Inc.	x	\$74,140.00	
4	Kovilic Construction Co., Inc	x	\$195,855.00	
5				
6				
7				
8				
9				
10				
11				
12				

Exterior Landscape Maintenance – 2019

4 firms submitted bids for the Exterior Landscape Maintenance - 2019. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Wednesday, March 13, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, Rebecca Chavez, O & M, and John Lambrecht, O & M, and witnessed by Alfonso Godinez, Grounds Department, and representatives from Beary Landscape Management, Landscape Concepts, Balanced Environments, and Ground Pros.

It is recommended that the Board of Trustees accept the proposal submitted by Beary Landscape Management in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

Beary Landscape Management
15001 W. 159th St
Lockport, IL 60491

\$74,000.00

APPROVED:



Sean O'Brien Sullivan

Vice President – Business Services

A/C Number

02-7000510-530400010

A/C Name

Grounds Maintenance Services

Budget

\$ 375,000.00

Prev. Expend.

\$ 105,993.13

Schedule

\$ 74,000.00

Balance

\$ 195,006.87

Memorandum

March 13, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Exterior Landscape Maintenance – 2019



Operations & Maintenance

Triton College received 4 bids from vendors for the Exterior Landscape Maintenance 2019.

The lowest, qualified bidder was Beary Landscape Management in the Base Bid amount of \$74,000.00.

I have carefully reviewed the bids and recommend that the project be awarded to be awarded to Beary Landscape Management in amount of \$74,000.00.

Thanks, and please feel free to call with any questions,

John

Landscap Services 2019
 Bid Opening 3/13/19 1:30 p.m.
 Bid Results

Company	Security	Annual Maintenance Cost	Mulch Spreading Cost pcy	Sod Installation per 10 sf	Soil & Seed per 10 sf	Hourly Rate Maintenance	Hourly Rate Enhancements
Beary Landscaping	Bid Bond	\$74,000.00	\$30.00	\$13.00	\$5.00	\$32.00	\$52.00
Ground Pros	10% Cashiers Ck \$7962.00	\$79,620.00	\$55.00	\$14.00	\$11.75	\$45.00	\$55.00
Balanced Environment	Bid Bond	\$86,000.00	\$44.00	\$12.00	\$8.00	\$30.00	\$55.00
Landscape Concepts	Bid Bond	\$119,960.00	\$36.00	\$15.00	\$4.90	\$36.00	\$97.02

TRITON COLLEGE
DISTRICT #504
SUBJECT: REQUEST FOR BID

SCHEDULE 2.4
February 27, 2019

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



John Lambrecht
Vice President – Business Services

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

Landscape Maintenance 2019
SEE ATTACHED SPECIFICATIONS
RESPONSE OPENING : 1:30 P.M., LOCAL TIME, Wednesday, March 13, 2019
IN ROOM A 300 (Learning Resource Center).

QUESTIONS, PLEASE CONTACT OPERATIONS & MAINTENANCE DEPARTMENT
(708) 456-0300 Ext. 3210

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 Wednesday, March 13, 2019. Facsimile or e-mail copies are not permissible.

FIRM: _____ SIGNATURE: _____

ADDRESS: _____ CONTACT: _____

CITY & STATE: _____ TELEPHONE: _____

BID SPECIFICATIONS FOR TRITON 2019 LANDSCAPE MAINTENANCE

I. SUBMITTAL

- A) Triton College will receive sealed bids until 1:30 p.m., Wednesday, March 13, 2019, for the purpose of selecting a contractor for 2019 Landscape Maintenance at the Triton College Campus Facilities. The bids will be publicly opened and read aloud in the Triton College Board Room at 2000 Fifth Ave, A-300, River Grove, IL at 1:30 p.m. on Wednesday, March 13, 2019. All bidders or their representatives are invited to be present.
- B) Any bid received after the above-stated time and date will not be considered. It shall be the sole responsibility of the bidder to have the bid delivered to the Purchasing Agent's office, for receipt on or before the above-stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Agent's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.
- C) Bidder shall examine all requests for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the bid shall be made to the Purchasing Agent's office. The College shall not be responsible for oral interpretations give by any College employee, representative, or others. An addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this request for proposal, the College will add it to the RFP Posting on www.triton.edu/rfp. It shall be the responsibility of each bidder, prior to submitting the bid, to review the posted RFP to determine if addenda were issued and to make such addenda a part of the bid.
- D) Bids shall clearly indicate the legal name, address, and telephone number of the bidder (corporate, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.
- E) All expenses for making bids to the College are to be borne by the bidder.
- F) Any bid may be withdrawn up to the date and time set above for the opening of the bids. Any bids not withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to provide the College the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the College. College action on bids normally will be taken within forty-five (45) days of opening; however, no guarantee or representation is made herein as to the time between the bid opening and the subsequent College action.
- G) The College reserves the right to accept or reject any or all bids, to waive irregularities and technicalities, and to request resubmission. There is no obligation on the part of the College to award the contract to the lowest Bidder and the College reserves the right to award the contract believed to be in the best interest of the College. The College shall be the sole judge of the bid and the resulting negotiated agreement that is in the College's best interest and its decision shall be final.

BID SPECIFICATIONS FOR TRITON 2019 LANDSCAPE MAINTENANCE

H) All applicable laws and regulations of the State of Illinois will apply to any resulting agreement.

I) Hold Harmless

The Bidder agrees to indemnify and hold harmless Triton College, its officers, employees, and agents from and against all loss, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by bidder, its officers, employees, and agents under any of the terms of this contract.

The requirement to indemnify and hold harmless Triton College, its officers, employees and agents is a material term of this Request for Proposals and shall be included in any resulting contract.

J) Insurance

At any time during the period that the bidder has personnel doing work and furnishing necessary labor to complete a project for the College, the College must be fully protected by the bidder having the following:

1. General Liability insurance in an amount of \$2,000,000 or greater.
2. Workers' compensation insurance, and the bidder shall require any and all subcontractors similarly to provide workers' compensation insurance for all of the latter's employees who are engaged in such work unless such employees are covered by the protection afforded by the contractor's insurance.
3. Umbrella Liability insurance applicable to the job in question in an amount of \$5,000,000 for all personal injuries, death, or property damage, per occurrence, arising during the policy period.
4. Triton College shall be listed as an additional insured on bidders policy listing Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured on a separate endorsement
5. Automobile insurance.

K) Insurance Cancellation

Should any of the required insurance policies be cancelled before the expiration date or be non-renewed, the issuing company will provide thirty (30) days written notice to the certificate holder (College).

L) Resulting Contract

Any agreement or contract resulting from acceptance of a bid shall be on forms either supplied by or approved by the College and shall contain, as a minimum, applicable provisions of the request for bid. The College reserves the right to reject any agreement which does not conform to the request for bid and any College requirements for agreements and contracts. The language included in this Request for Proposals shall be incorporated by reference into the resulting contract between the Parties. By responding to this Request for Proposal, all stated requirements set forth herein shall be deemed accepted contractual obligations.

BID SPECIFICATIONS FOR TRITON 2019 LANDSCAPE MAINTENANCE

M) Renegotiation

During the contract period, the College reserves the right to restate and/or renegotiate with the contractor such additions, deletions, or changes to the contract as may be necessitated by law or changed circumstances. In the event that the College and the contractor cannot come to a mutual agreement and negotiation on any such addition, deletion, or change, that portion of the contract concerning the services in the addition, deletion, or change shall be terminated.

N) Qualifications

- Minimum of one on site personnel must be Landscape Industry Certified (CLT).
- Bidder must provide proof of current EMR Rating.
- Must have and provide proof of company safety program.
- Must provide company information including history, size, and scope.

O) References

- Contractor to provide a minimum of 3 references of similar size accounts of approximately 100 acres.

II. BID SCOPE

A) Intent

It is the intent of the College to contract Landscape Maintenance Services for areas identified on the Exhibit B Site Plan.

Details of the specification are identified on the attached Exhibit A.

B) Bid Forms

Bids are to be submitted on the attached Exhibit C Bid Summary Form or copies thereof. Bids will not be considered unless they are submitted on this form.

C) Contract

Awarded contractor will be required to sign the attached Triton Service Agreement Form. A Blank version of this agreement is shown on the attached Exhibit D

SPRING CLEAN UP

- A. Removal of all leaves and landscape debris that has accumulated over the winter from turf and plant bed areas.
- B. Removal of winter debris.
- C. Spring clean-up operations will commence as soon as weather and ground conditions allow, and shall be completed no later than April 15th.

TURF MAINTENANCE

- A. Turf shall be mowed at 2" to 3" weekly or as climatic conditions dictate. Mowing patterns shall be alternated and recycling of clippings shall be encouraged where possible. Clippings to be collected and taken away and disposed of by contractor.
- B. Litter shall be collected and removed from all landscape spaces.
- C. Walks and drives shall be blown off during weekly procedures.
- D. String trimming will occur along edges of drives and walks, along building foundations, around poles, along fences, etc. that cannot effectively be reached by a mower.
- E. Turf adjacent to walks shall be edged two (2) times per season.

TURF FERTILIZATION

- A. All turf shall be fertilized three (3) times per year.
- B. Individual application to consist of 1 lb. N/1,000 square feet.
- C. Timing of these applications shall be according to horticultural conditions.
- D. Care shall be exercised to ensure that the fertilizer is applied uniformly.
Distribution shall be by mechanical means.

TURF WEED CONTROL

- A. A pre-emergent herbicide for crab grass control shall be applied once in spring.
- B. Broadleaf control shall be applied two (2) times each year in spring and fall.

PEST AND DISEASE CONTROL

- A. Inspection for insect and disease problems shall be made routinely of all plants and turf.
- B. If infestations are present, Triton will be notified of the appropriate remedy and cost of treatment before application takes place.

TREES, SHRUBS, AND GROUNDCOVER CARE

- A. All plant material shall be inspected while performing other maintenance duties to determine need for pruning. Pruning shall be completed in accordance with horticultural specifications and climactic conditions.
- B. All shrubs, evergreens, and groundcover shall be pruned two (2) times to maintain a consistent height and shape. Flowering shrubs shall not be pruned until after their flowering season. The first round of pruning shall be completed no later than July 4th.
- C. Contractor shall remove dead or diseased branches from trees up to twelve (12) feet in height.
- D. Any trees, ornamentals or shrubs requiring climbing or special equipment such as high lift truck, ladders, etc. are not covered in this agreement.
- E. All plant trimmings shall be cleaned up and removed from the site.

PLANT BED MAINTENANCE

- A. All plant beds shall be weeded throughout the season.
- B. Post-emergent herbicide may be applied to control weeds.
- C. Mechanical methods may be used to control weeds.
- D. All perennials shall have spent flowers removed and shall be cut back one (1) time per season.
- E. Spade edging of all previously edged plant beds and tree rings shall be performed one (1) time in the spring, no later than May 31st, and shall be maintained throughout the season.

FALL CLEAN UP

- A. Accumulated fall debris shall be removed from turf and plant beds in fall.
- B. Only Annual flowers that were installed by the Contractor shall be removed prior to the end of the contract.
- C. Turf shall be mowed at 2" to prevent winter matting.
- D. Fall clean-up operations to also include trimming down of all perennials and ornamental grasses is to be completed by November 15th.

WATERING

- A. Watering is the responsibility of the Owner/Representative.

TERM

- A. April 1, 2019 through November 30, 2019

AREAS OF SCOPE

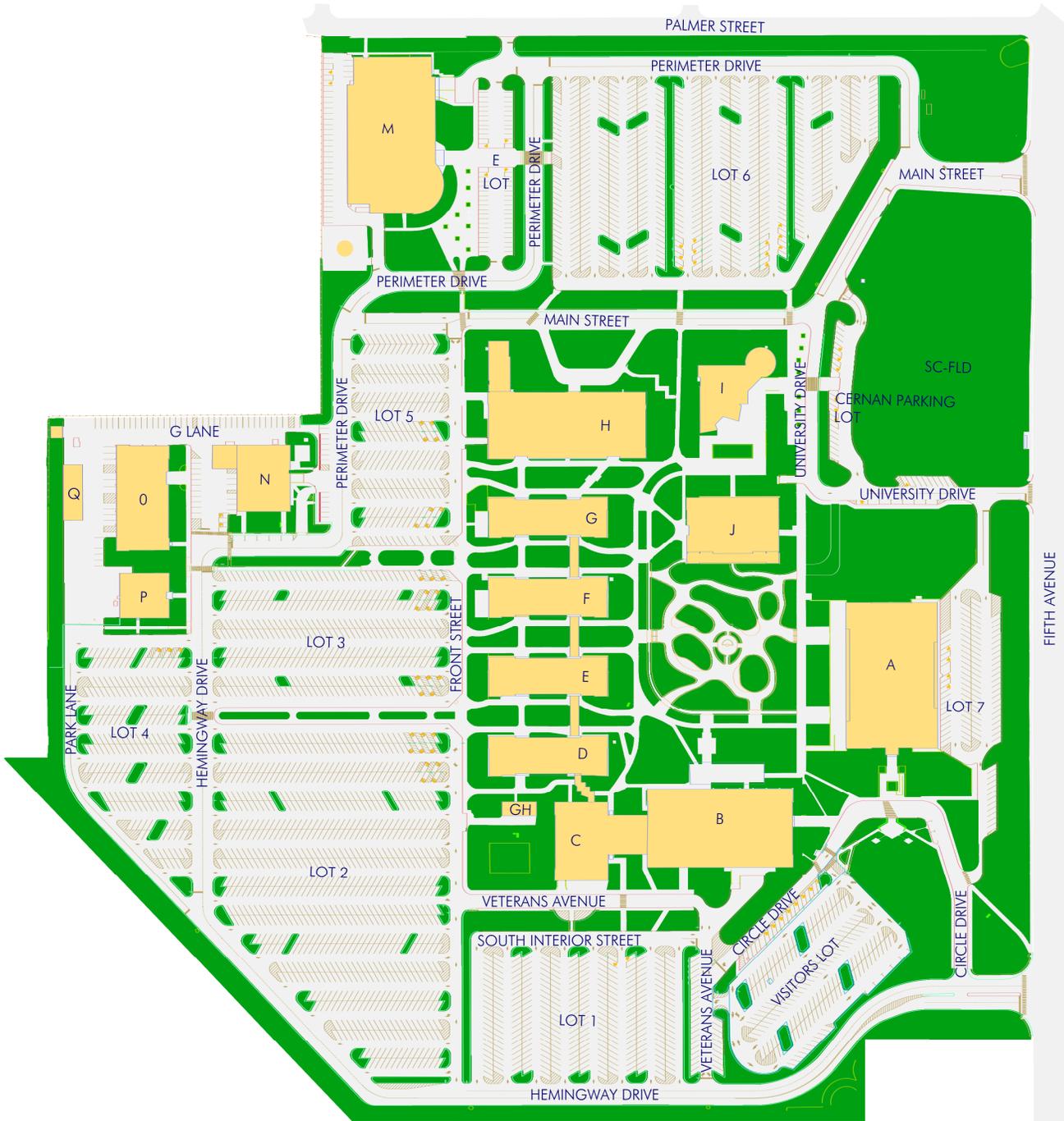
Scope of work will be all Landscape on attached Exhibit B Site plan excluding Botanic Garden and Synthetic Turf Areas as identified on plan.

Project to be billed monthly (8 Months)

Contractor to also provide unit pricing for the following categories:

- 1. Spreading of Mulch per cubic yard. (Mulch provided by Triton)
- 2. Installation of Sod per 10 sf area. Includes prep. (Sod provided by Triton)
- 3. Soil and Seed per 10 sf area. Includes prep.
- 4. Hourly rate per person for Maintenance Work
- 5. Hourly rate per person for Enhancement Work.

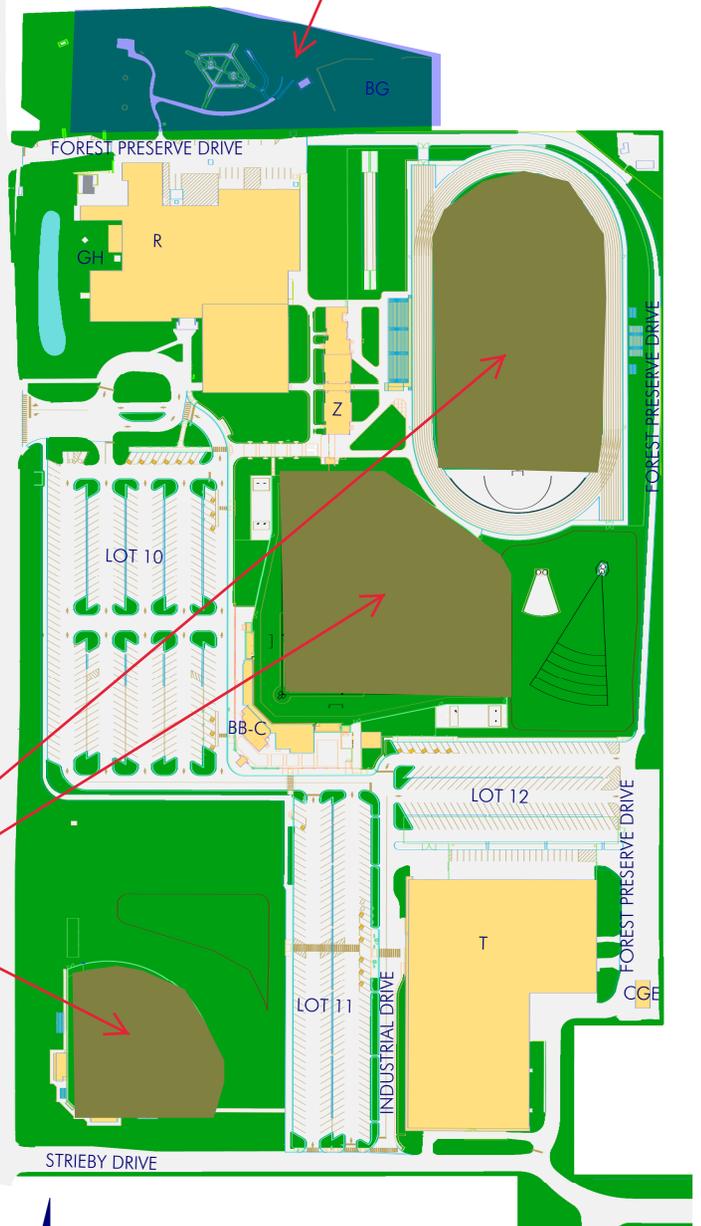
Exhibit B
Site Plan



CAMPUS PLAN

2000 FIFTH AVENUE
RIVER GROVE, IL 60171

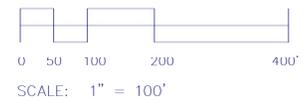
Botanic Garden
Not in Scope



EAST AND WEST CAMPUS LEGEND

- A LEARNING RESOURCE CENTER BUILDING (LIBRARY)
- BB-C BASEBALL CLUBHOUSE
- BG BOTANICAL GARDEN/PICNIC AREA
- C BOOKSTORE
- CERNAN EARTH AND SPACE CENTER
- N TRITON COLLEGE POLICE DEPT.
- P HUMAN RESOURCES
- SC-FLD SOCCER FIELD
- SB-FLD SOFT BALL FIELD
- Z STADIUM BUILDING

Synthetic Turf
Not in Scope



**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Phone: _____ Contact: _____

The undersigned acknowledges receipt of:

PROJECT: Landscape Maintenance 2019

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

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 drawings and specifications for the entire project.

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

www.triton.edu/rfp

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

SITE VISIT

Contractors are encouraged to visit the site. Contact John Lambrecht, 708/456-0300 Ext. 3048 for further information.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

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 precisely 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

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 No.

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 construction contract (A.I.A. Document A101, June 1987, Edition.) in accordance with the bids as accepted. He w obtain performance and payment bonds with such surety or sureties as the Owner may approve cost of which shall be included in the base bid.

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.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

CHANGE ORDERS / ADDITIONAL WORK: Change orders / additional work 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 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.

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 monthly 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.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

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 Illinois Revised Statutes, the contractor and each 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 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.

The 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
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

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
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Annual Cost \$_____ per year

Unit Costs for work outside of Contract Scope

Mulch Spreading (Labor Only) \$_____ per cubic yard

Installation of Sod (Including Sod and Prep) \$_____ per 10 sf area

Soil and Seed (Including Materials and Prep) \$_____ per 10 sf area

Hourly Rate per Person for Maintenance Work \$_____ per hour

Hourly Rate per Person for Enhancements \$_____ per hour

BIDDER'S NAME: _____

BIDDER

BY:

BIDDER ADDRESS

SIGNATURE

CITY, STATE AND ZIP CODE

TITLE

DATE

BUSINESS TELEPHONE

E-MAIL

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

**TRITON COLLEGE
Landscape Maintenance 2019
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171**

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 _____), located at _____

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

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

2. 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, _____

3. Independent Contractor shall perform the services on: date(s) ___/___/___ to ___/___/___ and time(s) _____ to _____

4. Triton College agrees to pay to Independent Contractor the amount of \$ _____, which shall be paid within 60* days after the latest date specified in paragraph three above. (*60 days is standard.)

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

15. 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.

16. Independent Contractor shall maintain liability insurance in minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.

17. 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.

18. Time is of the essence of this Agreement.

19. 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.

20. Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.

21. 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.

22. 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 herefrom and shall not affect or impair the operability of any other provision of this Agreement.

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

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-Requisitioner
 Pink-Vice President
 Gold-Independent Contractor

(PRINT OR TYPE ONLY)

Independent Contractor
Signature
Address
Telephone
Social Security no. or FEIN

Rev. Date 08/08

Must be completed in full for processing.



Date: March 13, 2019

To: **Triton College**

Re: **Bid for 2019 Landscape Maintenance Services**

Thank you for the opportunity to present pricing for your landscape management needs. Beary has a successful history of working with many Corporate Campuses, Park Districts, Villages, School Districts and large sites.

I look forward to the possibility of working with your Campus to manage the Landscape. I am a Licensed Landscape Architect and love plants, flowers, design and beautifying properties. I enjoy working with large sites and creating long term partnerships to protect and preserve their landscape investment.

Since 1985, Beary Landscaping has been providing high quality, comprehensive landscape management services throughout the Chicago land area and NW Indiana. We pride ourselves in meeting and exceeding our client's expectations. Beary also has a successful Commercial Construction division, Residential Landscape Design and Construction division, a 200+ acre nursery and a staff of over 250 employees.

We have the experience, expertise, manpower and equipment to effectively manage your properties.

Enclosed is the completed bid response and required information.

BID FORMS

1. Exhibit C Bid Form & Bidder Identification (page 1-6)
2. Bid Bond

QUALIFICATION OF BIDDERS

1. EMR Rating Letter
2. Safety Program Summary
3. Company History, Size and Scope
4. References

ADDITIONAL INFORMATION

1. Equipment List
2. Company Overview and Capabilities
3. Certificate of Insurance (sample)

If you would like any additional information, please do not hesitate to ask.

Proposal Submitted by:

Sandra Koslowski

Landscape Account Manager, RLA, CLP

skoslowski@bearylandscaping.com

mobile (708) 932-0448

TRITON COLLEGE
DISTRICT #504
SUBJECT: REQUEST FOR BID

SCHEDULE 2.4
February 27, 2019

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



John Lambrecht
Vice President – Business Services

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

Landscape Maintenance 2019
SEE ATTACHED SPECIFICATIONS
RESPONSE OPENING : 1:30 P.M., LOCAL TIME, Wednesday, March 13, 2019
IN ROOM A 300 (Learning Resource Center).

QUESTIONS, PLEASE CONTACT OPERATIONS & MAINTENANCE DEPARTMENT
(708) 456-0300 Ext. 3210

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 Wednesday, March 13, 2019. Facsimile or e-mail copies are not permissible.

FIRM: Beary Landscape Management SIGNATURE: 

ADDRESS: 15001 W. 159th St CONTACT: Sandra Koslowski

CITY & STATE: Lockport, IL 60471 TELEPHONE: 815-838-4100

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Name of Bidder: Beary Landscape Management

Address: 15001 W. 150th St, Lockport, IL 60471

City, State, Zip: _____

Phone: 815-838-4100 Contact: Sandra Koslowski

The undersigned acknowledges receipt of:

PROJECT: Landscape Maintenance 2019

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

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 drawings and specifications for the entire project.

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

www.triton.edu/rfp

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

SITE VISIT

Contractors are encouraged to visit the site. Contact John Lambrecht, 708/456-0300 Ext. 3048 for further information.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

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 ~~X~~ _____, 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 precisely 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

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 No.

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 construction contract (A.I.A. Document A101, June 1987, Edition.) in accordance with the bids as accepted. He w obtain performance and payment bonds with such surety or sureties as the Owner may approve cost of which shall be included in the base bid.

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.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

CHANGE ORDERS / ADDITIONAL WORK: Change orders / additional work 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 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.

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 monthly 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.

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

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 Illinois Revised Statutes, the contractor and each 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 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.

The 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
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Beary Landscape Management

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

 Account Manager
Signature and Title

Dated 3-11-19

If a Corporation

NAME

ADDRESS

Beary Landscape Management

President

Brian Beary

15001 W. 159th St

Secretary

Gayle Henning

Lockport, IL 60491

Treasurer

Glen Loporini

Corporation, State of Illinois

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
LANDSCAPE MAINTENANCE 2019
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Annual Cost \$ 74,000 per year

Unit Costs for work outside of Contract Scope

Mulch Spreading (Labor Only)	\$ <u>30</u> per cubic yard
Installation of Sod (Including Sod and Prep)	\$ <u>13</u> per 10 sf area
Soil and Seed (Including Materials and Prep)	\$ <u>5</u> per 10 sf area
Hourly Rate per Person for Maintenance Work	\$ <u>32</u> per hour
Hourly Rate per Person for Enhancements	\$ <u>52</u> per hour

BIDDER'S NAME: Beary Landscape Management

Beary Landscape Mgmt.
BIDDER

Sandra Koslowski
BY:

15001 W. 159th Street
BIDDER ADDRESS


SIGNATURE

Lockport, IL 60491
CITY, STATE AND ZIP CODE

Account Manager
TITLE

3-11-19
DATE

(815) 838-4100
BUSINESS TELEPHONE

skoslowski@bearylanscaping.com
E-MAIL

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

**TRITON COLLEGE
Landscape Maintenance 2019
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Triton College
2000 Fifth Ave.
River Grove, IL 60171

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

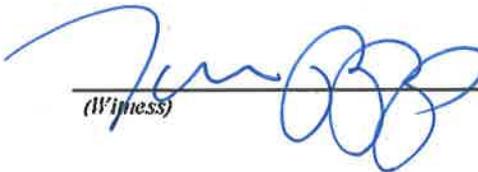
2019 Landscape Maintenance. Landscape Maintenance at Community College Campus.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

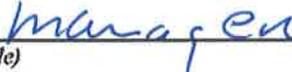
Signed and sealed this 13th day of March, 2019.



(Witness)

Beary Landscaping Inc.

(Principal) (Seal)

By: 

(Title)



(Witness) Rebecca R. Alves

Berkley Insurance Company

(Surety) (Seal)

By: 

(Title) William Reidinger, Attorney-in-Fact





January 7, 2019

Mr. Glen Luporini
Beary Landscaping, Inc.
15001 W 159th Street
Lockport, IL 60491

RE: Experience Modification Rating Factor

Dear Glen,

Please let this letter serve as verification that your current Experience Modification Rating Factor is as follows:

Workers Compensation Policy #:	WCS7500559
Policy Dates:	12/31/2018 to 12/31/2019
Experience Modification Factor:	1.16

If you have any questions or need additional information, please let me know.

Sincerely,

Maggie Callan, ARM, CRIS, AIS
Senior Account Manager
P: (847) 463-7791
mcallan@assuranceagency.com



SAFETY is important to us and we know it's important to **YOU**.

WE HAVE GREENIUS AS OUR TRAINING PARTNER



MAINTENANCE



WINTER



CONSTRUCTION

SUMMARY

- ▶ Our employees are trained on every piece of equipment they use on your property.
- ▶ **Greenius** teaches our employees correct operating techniques and hazard awareness before they operate any equipment on your property.
- ▶ To get Certified, our employees complete a comprehensive online lesson, online exam, and pass a practical training checklist done by their Supervisor.
- ▶ A training Certificate is on file and available to you for every employee, for every piece of equipment used on your site.

We are part of an elite group committed to safety for the sake of their employees, their clients and their business success.





REFERENCE PROJECTS

Beary performs landscape maintenance services for over 400 clients within our 3 Chicago branches.

In addition, we are also the landscape maintenance provider for all ComEd corporate offices and over 200 business centers and service sites throughout Chicagoland, and must adhere to their rigorous safety protocol.

We service a wide variety of properties. Some of our most sizable locations include:

UPS Midwest Hub & Distribution Center 2014 - current 1 UPS Way, Hodgkins Contact: Shuntitta Wallace (708) 387-2227	300+ acre Midwest freight HQ and hub
ComEd Lincoln Center Corporate HQ Campus 2010 – current 1-3 Lincoln Center, Oakbrook Terrace Contact: John Greer (708) 712-0282	Corporate Offices at Lincoln Center 40+ acre corporate campus
Silver Cross Hospital 2006 - 2015 1900 Silver Cross Blvd, New Lenox Contact: Kyle Nelson (815) 300-7148	100+ Acre Medical Campuses Joliet Campus 2006-2011, New Lenox 2011-2015
Troy School District 2014 - current 5800 Theodore, Plainfield Contact: Tim Wojnarowski (815) 671-7644	110 Acres over 6 school locations including their 55 acre main campus with 2 ballfields
TGM Apartment Communities 2015 - current 6060 Laurel Lane, Willowbrook 4101 Chesapeake Drive Aurora Contact: Dustin Moore (603) 655-4447	95 acre residential community 40 acre residential community

ADDITIONAL CORPORATE REFERENCES

The Crossings of Oak Brook	Class A Office Complex in Oak Brook
Highland Oaks I and II	Class A Office Complex in Downers Grove
CBRE Property Management	Multiple Office and Warehouse Facilities
Sequoia Realty and Property Management	Office and Medical Complexes
NAI Hiffman	Retail and Office Facilities

North Branch
1308 Rand Rd.
Des Plaines, IL 60016

Central Branch
4627 Elm Ave.
Brookfield, IL 60513

South Branch
15001 W 159th St.
Lockport, IL 60491



ADDITIONAL MUNICIPAL REFERENCES

Beary has a successful long term history of working with many municipalities, park districts and school districts.

Carol Stream Park District 2015-current

849 West Lies Rd, Carol Stream, IL

Contact: Ron Murray (630) 784-6184, ronm@csparks.org

Landscape maintenance for 30 parks and park facilities

Village of Carol Stream 2015-current

123 Gerzevske Ln, Carol Stream, IL

Contact: Jason Paulding (630) 871-6269, jpauldin@carolstream.org

Landscape maintenance for parkways and medians

Glen Ellyn Park District 2015-current

185 Spring Avenue, Glen Ellyn, IL

Contact: Dan Hopkins (630) 942-7265, DHopkins@gepark.org

Landscape maintenance for 19 parks and additional landscape services provided

Joliet Park District 2012-current

3000 W Jefferson St, Joliet, IL

Contact: Larry Burich (815) 741-727, LBurich@jolietpark.org

Mowing of 62 parks, 170 acres mowed weekly

City of Lockport 2008-current

921 S. State Street, Lockport, IL

Contact: Jemise Lopez (815) 838-0549, JLopez@lockport.org

Maintenance for 7 locations and various landscape projects throughout city

Village of Mokena 2011-current

11004 Carpenter Street, Mokena, IL

Contact: Mark Detloff (708) 479-3900, MDetloff@mokena.org

Landscape maintenance of 89 sites incl. parkways, medians, retention ponds and village properties

Village of Woodridge 2011-current

One Plaza Drive, Woodridge, IL

Contact: Scott Sramek (630) 852-7000, SSramek@vil.woodridge.il.us

Landscape maintenance for 176 locations incl. parkways, medians and village properties

City of Aurora 2015-current

44 E. Downer Place, Aurora, IL

Contact: Joe Hopp (630) 918-0130, JHopp@aurora-il.org

Landscape maintenance for 8 municipal properties

North Branch

1308 Rand Rd.
Des Plaines, IL 60016

Central Branch

4627 Elm Ave.
Brookfield, IL 60513

South Branch

15001 W 159th St.
Lockport, IL 60491



EQUIPMENT LIST

- 32 - 2006-2018 Management vehicles
- 75 - 2004-2018 ½ ton to 1 ½ ton Landscape and Project trucks
- 15 - 2004-2013 20,000 to 33,000 lb. Crew trucks
 - 1 - 1999 Six Wheeler Delivery Truck with Princeton Forklift
 - 1 - 1999 Six Wheeler 5,000 gallon Watering Truck
 - 3 - 2000-2010 Six Wheeler Dump Trucks
 - 3 - 2000 Semis,
 - 2 - 2006 Box Trucks
 - 3 - 2012 2-Wheel Loaders

60+ Trailers 2000-2014 including

- 2 Semi Dumps
- 6 Semi Flatbeds
- 1 Semi Van
- 30 Enclosed Landscape Maintenance Trailers

40 - 2010-2018 Skid steers

10 - Tractors

Over 75 attachments for skid steers and tractors including:

Bush Hog, Dirt Buckets, Forks, Grapple, Harley Power Preparation Rakes, Landscape Rakes, Material Buckets, Post Hole Auger, Spoon Buckets, Seeders, Tillers, Trencher

2 - Tree spades

1 - End loaders

2 -1997-2001 Forklifts

1 - 3000 gallon Hydro seeder

1 -Wood chipper

Mowers, trimmers and blowers to support over 25 maintenance crews

16 - 21 inch Mowers

25 - 52 inch Mowers

26 - 61 inch Mowers

10 - 72 inch Mowers

2 - 10' wide area finish mowers

2- 20' Wide area rough cut batwing mowers, powered by 150hp Tractors

Various blowers, string trimmers, hand tools



North Branch
1308 Rand Rd.
Des Plaines, IL 60016

Central Branch
4627 Elm Ave.
Brook ~~86/88~~ 60513

South Branch
15001 W 159th St.
Lockport, IL 60491



COMPANY OVERVIEW

Since 1985, Beary Landscaping has been providing high quality comprehensive landscape management services throughout the Chicago land area and NW Indiana. Beary also has a successful Commercial Construction division, Residential Landscape division, a 200+ acre nursery and a staff of over 250 employees.

Our services include:

- Landscape Maintenance and Construction
- Snow Removal Services
- Seasonal Flowers / Color Displays
- Tree Pruning, Removal and Plant Health Care
- LEED / Green Certification
- Irrigation Management
- Landscape Design, Enhancement and Renovation

We service all types of commercial properties including:

- Corporate or Managed Properties
- Retail and Office Sites
- Hospitals and Healthcare Centers
- Industrial and Commercial Facilities
- Residential Communities

What separates Beary is our proactive site management approach and our experienced account management staff.

- Regular site visits from your account manager
- Multi-level management of sites with Site Foreman, Crew Supervisor, and Account Manager
- Proactive communication regarding scheduled maintenance activities and site needs
- Extensive expertise and knowledge from our seasoned team
- Short and long term budget planning for site enhancements and improvements
- Degreed and licensed professionals

STAFF CAPABILITIES AND COMPANY CERTIFICATIONS

Beary employees many degreed and certified individuals including Master, Bachelors and Associate degrees in Landscape Architecture, Horticulture, Turf and Landscape Management. We employ a Licensed Landscape Architect, a Certified LEED AP, a Certified Landscape Professional, Certified Landscape Technician and a Master Gardener designation.

Beary is also a member of many industry association including the Illinois Green Industry Association, ILCA (over 25 years), PLANET and various Chambers of Commerce and Home Building Associations. We are also a Certified LiveRoof green roof installer and an Authorized Unilock contractor.

North Branch
1308 Rand Rd.
Des Plaines, IL 60016

Central Branch
4627 Elm Ave.
Brookfield, IL 60513

South Branch
15001 W 159th St.
Lockport, IL 60491

