



**Regular Meeting of the
Board of Trustees**

NOTICE: This Board meeting will be held via teleconference utilizing the number listed below. All provisions for conducting this meeting remotely will be followed in compliance with Public Act 101-640 of the Open Meetings Act.

Individuals who wish to address the Board of Trustees during the Citizen Participation portion of the meeting should send an email to susanpage@triton.edu including your name, town/affiliation, and the item you wish to address, no later than Tuesday, September 22, 2020 at 6:00 p.m.

Agenda

Tuesday, September 22, 2020

- I. CALL TO ORDER** September 22, 2020 at 6:30 p.m.
Teleconference Toll Free Number 877-873-8018
Access Code: 6586330#
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVII**
[Minutes of the Regular Board Meeting of August 25, 2020, No. 3](#)
- 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. Action Exhibits

16497 FY 2020 Audit

16498 FY 2021 Certification of Chargeback Reimbursement

16499 FY 2021 Student Activities Budget and Expenditures

16500 FY 2021 Annual Budget

16501 FY 2022 RAMP Report

16502 Disposal of Obsolete Computer Equipment

16503 Heartland Business Systems – Purchase of Computer Software and Hardware

16504 UsableNet Service Renewal

16505 Ellucian CRM Advise Software Subscription

16506 Agreement with Gottlieb Community Health Services Corporation d/b/a MacNeal Hospital

16507 Agreement with Hartgrove Hospital

16508 2020 Federal Transit Administration (FTA) Certifications and Assurances

B. Purchasing Schedules

C. Bills and Invoices

D. 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

E. Human Resources Report

*Administrative Contract Increase

Katie Rullo, Assistant Dean of Continuing Education

*Administrative Extension of Temporary Position

Lee Jackson, Executive Director for Workforce Equity Initiative

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 (<https://www.triton.edu/about/administration/board-of-trustees/>).

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees, held via public teleconference, to order at 6:36 p.m. All provisions for conducting this meeting remotely were followed in compliance with Public Act 101-640 of the Open Meetings Act, with CEO President Mary-Rita Moore present in the Triton College Boardroom. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens.

Absent: Ms. Diane Viverito.

Chairman Stephens announced that Donna Peluso tendered her resignation in a letter to him dated August 1, 2020. The Board has sixty days to fill the vacancy and will be conducting interviews of interested candidates on Thursday, September 17, 2020.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve the minutes of the Board Budget Hearing of July 21, 2020 and the Regular Board Meeting of July 21, 2020.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that faculty are assisting students in person and remotely, finalizing fall registration and academic planning. She also reported that David Anderson presented at the 2020 annual Electrical Engineers International conference in July.

Mid-Management Association President Patricia Brantley reported that Career Services is working on a job fair with Weather Tech, who are looking to fill a hundred positions.

Classified Association President Katrina Mooney thanked the administration and Board for being forthcoming about the financial implications of the pandemic at the college so that everyone can work together toward a solution.

Adjunct Faculty Association President Bill Justiz reported that adjuncts are busy with the start of the semester and are working to help boost enrollment.

STUDENT SENATE REPORT

TCSA President Megan Sroka reported that she and other student leaders volunteered at Backpack Giveback, and announced that TCSA meetings are now being held on Zoom.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

No report.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on August 12, reviewed seventeen new business items and forwarded sixteen items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore welcomed students back to the new academic year and acknowledged Ms. Sroka for her email to students with her insights and about getting involved on campus. She thanked the employee volunteers involved with *Triton Cares 4 U* and also congratulated staff involved in the renewal of the five-year TRIO grant. Ms. Moore thanked the employees who have been working hard, contributing to the significant improvement in enrollment. The credit area is now minus 9.3 percent and there is a week until 10th Day.

President Moore asked that everyone remember the 3 W's – wearing your mask, watching your distance, and washing your hands.

Ms. Moore acknowledged the service of Trustee Donna Peluso, commenting that her impact will be with the Triton community for many years to come.

CHAIRMAN'S REPORT

Chairman Mark Stephens stated on behalf of all Trustees that they will miss Donna Peluso on the Board and expressed his gratitude for her service. He described Ms. Peluso as an outstanding Board member and person as well as a close friend.

Mr. Stephens commented that Friday, August 28, 2020 at 4 p.m. is the deadline to submit a letter of interest in the open Board position. Interviews will be held on September 17.

Chairman Stephens discussed the meeting he had with administration and employee group presidents, and expressed appreciation for the improvement in enrollment since then, noting that it's clear to him that employees stepped up and got the job done. He said that the Board does not want people put out of jobs because of finances, and will continue to strive for that.

Mr. Casson confirmed the deadline for interested candidates for the Board vacancy as Friday, August 28 at 4 p.m. and asked that the Board receive the 10th Day Enrollment Report.

NEW BUSINESS

ACTION EXHIBITS

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

- 16479 Budget Transfers**
- 16480 Canon Solutions America, Inc. Copier Maintenance Agreement**
- 16481 DePue Mechanical, HVAC Services**
- 16482 Hayes Mechanical, HVAC Services**
- 16483 Murphy & Miller, HVAC Services**
- 16484 Oakbrook Mechanical Services, HVAC Services**
- 16485 Heartland Business Systems – Purchase of Computer Hardware for Testing Center**
- 16486 Microsoft Consolidated Campus Agreement with CDW-G**
- 16487 EEO and Affirmative Action Program FY 20 Summary**
- 16488 Affiliation Agreement with Lurie Children’s Hospital of Chicago**
- 16489 Cooperative Agreement with Dr. Sunil Raichand**
- 16490 Cooperative Agreement with Elite Ambulance**
- 16491 Agreement with ProQuest LLC for Library Digital Resources**
- 16492 DIA Higher Education Collaborators Agreement for ISSAQ Assessment System**
- 16493 Approval & Release of Closed Session Minutes of the Board of Trustees**
- 16494 Destruction of Closed Session Verbatim Recordings**
- 16495 First Amendment to Shared Data Agreement with Illinois Department of Employment Security (IDES)**
- 16496 Housing Agreement with Dominican University – Confirmation of Board Poll**

Mr. Johnson made a motion to approve the Action Exhibits, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

BILLS AND INVOICES

Mrs. Potter made a motion, seconded by Mr. Casson, to pay the Bills and Invoices in the amount of \$1,336,691.90.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

CLOSED SESSION

Mr. Casson 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. Johnson.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:02 p.m.

RETURN TO OPEN SESSION

Mr. Casson made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:14 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Regan made a motion, seconded by Mr. Casson, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.4.02.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

2.0 Adjunct Faculty

Mr. Casson made a motion, seconded by Mr. Johnson, to approve pages 3 – 6 of the Human Resources Report, items 2.1.01 through 2.8.02.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

3.0 Administration

Mrs. Potter made a motion, seconded by Mr. Casson, to approve page 7 of the Human Resources Report, items 3.1.01 through 3.2.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Mr. Johnson, to approve pages 8 – 10 of the Human Resources Report, items 4.1.01 through 4.7.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

5.0 Mid-Management

Mr. Johnson made a motion, seconded by Mr. Casson, to approve pages 11 and 12 of the Human Resources Report, items 5.1.01 through 5.5.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

6.0 Hourly Employees

Mr. Regan made a motion, seconded by Mr. Casson, to approve pages 13 and 14 of the Human Resources Report, items 6.1.01 through 6.3.01.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

7.0 Other

Mr. Casson made a motion, seconded by Mrs. Potter, to approve pages 15 – 20 of the Human Resources Report, items 7.1.01 through 7.7.02.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.
Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

ADJOURNMENT

Chairman Stephens reiterated that the employees of Triton College rose to the challenge of the enrollment situation, and asked that the Board's gratitude be passed on to everyone.

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Mrs. Potter to adjourn the meeting, seconded by Mr. Casson.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter,
Mr. Regan, Mr. Stephens.
Absent: Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes.

Chairman Stephens adjourned the meeting at 7:21 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 September 22, 2020

ACTION EXHIBIT NO. 16497

SUBJECT: FY 2020 AUDIT

RECOMMENDATION: That the Board of Trustees accept the FY 2020 audit as submitted by the accounting firm of Crowe LLP.

RATIONALE: The auditors have completed their review of the financial statements for the year ending June 30, 2020, and have expressed their opinion on the statements.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504

Board of Trustees

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16498

SUBJECT: FY2021 CERTIFICATION OF CHARGEBACK REIMBURSEMENT

RECOMMENDATION: That the Board of Trustees approve the Certification of Chargeback Reimbursement for Fiscal Year 2021 as approved by the accounting firm of Crowe LLP. The chargeback reimbursement per semester credit hour for Fiscal Year 2021 is \$245.33.

RATIONALE: The Certification of Chargeback Reimbursement is calculated in accordance with the formula specified in the Fiscal Management Manual.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 504
 Certification of Charge-back Reimbursement
 Fiscal Year 2021

All fiscal year 2020 noncapital audited operating expenditures from the following funds:

1.	Education Fund	\$	44,066,573
2.	Operations and Maintenance Fund		10,418,223
3.	Operations and Maintenance Fund (Restricted)		-
4.	Bond and Interest Fund		3,859,709
5.	Public Building Commission Rental Fund		-
6.	Restricted Purposes Fund		23,242,731
7.	Audit Fund		110,600
8.	Liability, Protection, and Settlement Fund		2,915,215
9.	Auxiliary Enterprise Fund (Subsidy Only)		1,723,069
10.	Total noncapital audited expenditures		86,336,120
11.	Plus depreciation on capital outlay expenditures (equipment, building, and fixed equipment paid) from sources other than state and federal funds		2,216,652
12.	Total costs included		88,552,772
13.	Total certified semester credit hours for FY 2020		158,767
14.	Per capita cost		557.75
15.	All FY 2020 state and federal operating grants for noncapital expenditures, except ICCB grants		20,444,189
16.	Less FY 2020 state and federal grants per semester credit hour		128.77
17.	Less each district's average ICCB grant rate for fiscal year 2021		34.65
18.	Less each district's student tuition per semester credit hour for fiscal year 2021		149.00
19.	Equals charge-back reimbursement per semester credit hour	\$	245.33

Approved: _____ Date _____
 Vice-President of Business Services

Approved: _____ Date _____
 President

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16499

SUBJECT: FY 2021 STUDENT ACTIVITIES BUDGET AND EXPENDITURES

RECOMMENDATION: That the Board of Trustees approve the FY 2021 Budget of proposed expenditures of the Fund 10, Student Activities account. The FY 2021 Student Activities accounts have a projected revenue of \$1,171,166 and projected expenditures of \$1,381,665 resulting in a projected decrease of reserves of \$210,499. The fund balance as of June 2021 is projected to be \$0.

RATIONALE: The Trust and Agency Fund (Fund 10) for Student Activities covers expenses related to student activities. The proposed expenditures include FY 2021 transfers of \$900,000 to the Auxiliary Fund to provide financial support for athletics and student activities.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Diane Viverito Secretary	Date
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Related forms requiring Board signature: Yes No

Triton College
Trust and Agency Fund
Fiscal Year 2021

Revenues:	
Student activity fees	1,171,166
Total revenues	1,171,166
Expenditures:	
Salaries	138,246
Contractual services	29,000
General materials and supplies	65,038
Conference and meeting expense	47,479
Fixed	4,000
Capital outlay	-
Other	197,902
Transfer to auxiliary and education funds.	900,000
Total expenditures	1,381,665
Increase (decrease) in net assets	(210,499)
Trust and agency fund liability account 10_00000000_230901540	
Balance 6/30/20 (see note 1 below)	210,499
Projected balance 6/30/21 (see note 2 below)	-

Note 1: The Trust and Agency fund liability account represents the excess of revenues over expenses.

Note 2: Projected balance excludes Trust and Club account balances of \$370,943

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16500

SUBJECT: FY 2021 ANNUAL BUDGET

RECOMMENDATION: That the Board of Trustees adopt the proposed Budget for FY 2021, beginning July 1, 2020 and ending June 30, 2021. The Operating Budget totals \$70,341,506 and the Non-Operating Budget totals \$42,753,182. The total Budget for FY 2021 is \$113,094,688.

RATIONALE: The Tentative Budget has been available for public inspection and submitted for public hearing as required by law. All legal requirements have been met. Note: Per ICCB guidelines, Fund 10 (Trust & Agency) is not included in the Non-Operating Budget total above.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16501

SUBJECT: FY 2022 RAMP REPORT

RECOMMENDATION: That the Board of Trustees approve the October 1, 2020 filing of the State of Illinois RAMP report with the ICCB.

RATIONALE: The RAMP Report offers Triton College the opportunity to request state funding for major repair to college buildings or new buildings either on campus or for satellite locations. If approved by the State, Triton College will be obligated to provide 25% of the project financing. There are 8 projects and the 25% matching amounts vary from \$508,000 to \$17,667,500.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Window Replacement – Line Buildings Phase 2

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$592,800</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$592,800</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Window Replacement Student Resource Buildings

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$508,000</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$508,000</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

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- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Career Discovery Center Building

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$9,387,100</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$9,387,100</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

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- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Construction of Physical Plant

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$10,775,000</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$10,775,000</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Land Acquisition / Construction of New Health Careers Building

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$7,496,500</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$7,496,500</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Cernan Earth & Space Center Expansion

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$545,400</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$545,400</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Rehabilitation of Potable Water

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$615,400</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$615,400</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on September 22, 2020 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2022 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Industrial Careers 2nd Floor Addition

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$17,667,500</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$17,667,500</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16502

SUBJECT: DISPOSAL OF OBSOLETE COMPUTER EQUIPMENT

RECOMMENDATION: That the Board of Trustees approve the release and disposal of 436 items of obsolete computers, monitors, printers, and computer peripherals, per the attached list. Triton has a disposal company that we have worked with for several years that removes and disposes of this equipment at no charge to the college.

RATIONALE: The equipment was purchased with grant and operating funds and is non-operational, unrepairable, obsolete and out of service and well beyond its useful life. The average age of this equipment is approximately 6-7 years old. Some of the equipment is as old as 38 years. The best option for the college is to dispose of the equipment. Illiana Computer Recycling Inc. will provide a certificate of proper disposal and ensure that all hard drives are scrubbed clean of data prior to disposal.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

Asset	Description
TCC07800	ANALYTICAL BALANCE
TCC07802	ANALYTICAL BALANCE
TCC07807	ANALYTICAL BALANCE
TCC07814	SPECTROMETER
TCC07816	SPECTROMETER
TCC12066	BATTERY BACKUP UPS
99000107	CPU,486
TCC10560	PRINTER, HP LJ 4000N
TCC11337	MONITOR
TCC08612	PRINTER, HP LJ 6L
TCC09213	PRINTER, APPLE CLW12660
TCC10588	PRINTER, HP LJ 5SIMX
TCC08375	PRINTER, HP LJ 4000N
TCC05409	SV, COMPAQ 6500,P3,500MZ
TCC05011	MONITOR ADI 15"
TCC05670	CAMERA
TCC34933	PRINTER, HP LJ 2100TN
TCC03091	CAMERA, DIGITAL
TCC03140	CAMERA, CANNON ELAN 7E, 28-105 EF ZOOM LENS, 540 EZ FLASH
TCC03705	CISCO SWITCH 24 10/100
TCC49073	CAMERA,DIGITAL CANON POWERSHOT PRO
TCC49425	SCANNER,EPSON PERFECTION,2480
TCC49428	SCANNER,EPSON PERFECTION,2480
TCC43380	DVD/VCR COMBO
TCC43381	DVD/VCR COMBO
TCC44009	SPECTRONIC SPECTROPHOTOMETER, 20D+,DIGITAL SOLID STATE COMPONENTS
TCC19593	MONITOR,HP,L1706,17",FLAT PANEL
TCC19638	AMPLIFIER
TCC19640	AMPLIFIER
TCC19663	AMPLIFIER
TCC19664	AMPLIFIER
TCC19666	AMPLIFIER
TCC19668	AMPLIFIER
TCC19676	AMPLIFIER
TCC19677	AMPLIFIER
TCC19679	VCR,PANASONIC
TCC19680	VCR,PANASONIC
TCC19681	VCR,PANASONIC
TCC19682	VCR,PANASONIC
TCC19686	VCR,PANASONIC
TCC19697	VCR,PANASONIC
TCC19698	VCR,PANASONIC
TCC20545	MEASUREMENT STATION,MMDS-W-102
TCC20546	MEASUREMENT STATION,MMDS-W-102
TCC20547	MEASUREMENT STATION,MMDS-W-102
TCC20548	MEASUREMENT STATION,MMDS-W-102

TCC20551	MEASUREMENT STATION,MMDS-W-102
TCC20552	MEASUREMENT STATION,MMDS-W-102
TCC20553	MEASUREMENT STATION,MMDS-W-102
TCC20554	MEASUREMENT STATION,MMDS-W-102
TCC20555	MEASUREMENT STATION,MMDS-W-102
TCC44615	SPECTRONIC SPECTROPHOTOMETERS
TCC44616	SPECTRONIC SPECTROPHOTOMETERS
TCC44617	SPECTRONIC SPECTROPHOTOMETERS
TCC21401	AV, SONY DVD/VCR COMBO UNIT
TCC21758	CAMERA, TRENDNET INTERNET CAM
TCC21768	MONITOR, 17INCH FLAT PANEL LCD, HP L1710
TCC21881	MONITOR, L1950, 19" LCD
TCC00655	3M 1880 PLUS OVERHEAD PROJECTORS
TCC21985	MONITOR, L1750 17"
TCC22763	MONITOR,HP FLAT PANEL,17"
TCC04582	TOSHIBA FLAT PANEL TV'S / 32" #32AV502
TCC22376	DVD/VCR
TCC22378	DVD/VCR
TCC22872	PALO ALTO NETWORKS PA-4020 FIREWALL W/5 Gbps THROUGHOUT AND 2 Gbps THREAT PREVENTION
TCC00679	TOA AMPLIFIER
TCC22878	POWERED ETERNET 24 = 10/100/1000 PORTS, 4 SFP BASED GB ETHERNET PORTS IEEE 802.3af AND CISCO PRESTANDARD SWITCH STANDARD IMAGE
TCC22885	POWERED ETERNET 48 = 10/100/1000 PORTS, 4 SFP BASED GB ETHERNET PORTS IEEE 802.3af AND CISCO PRESTANDARD SWITCH STANDARD IMAGE
TCC22890	POWERED ETERNET 48 = 10/100/1000 PORTS, 4 SFP BASED GB ETHERNET PORTS IEEE 802.3af AND CISCO PRESTANDARD SWITCH STANDARD IMAGE
TCC22972	MONITOR, 17" FLAT PANEL DISPLAY
TCC23025	CPU,HP DC7900,160GB,2GB RAM
TCC23024	TOSHIBA 19" LCD HDTV W/BUILT IN DVD PLAYER
TCC23189	MONITOR,HP FLAT PANEL,17"
TCC23206	MONITOR,HP FLAT PANEL,17"
TCC23217	MONITOR,HP FLAT PANEL,17"
TCC23285	MONITOR,HP FLAT PANEL,17"
TCC23301	MONITOR,HP FLAT PANEL,17"
TCC00321	JURATEC F 305 FACISMILE MACHINE
TCC23392	NETWORK, SERVER HP PROLIANT DL 580
TCC23482	CPU, IMAC, 20",
TCC24054	CPU, IMAC, 20",
TCC24057	CPU, IMAC, 20",
TCC24062	CPU, IMAC, 20",
TCC24064	CPU, IMAC, 20",
TCC24083	CPU, IMAC, 20",
TCC24094	CPU, IMAC, 20",
TCC23425	MONITOR,HP FLAT PANEL,17"
TCC23557	MONITOR,HP FLAT PANEL,17"
TCC23617	MONITOR,HP FLAT PANEL,17"
TCC23654	MONITOR,HP FLAT PANEL,17"
TCC23656	MONITOR,HP FLAT PANEL,17"

TCC23661	MONITOR,HP FLAT PANEL,17"
TCC23728	MONITOR,HP FLAT PANEL,17"
TCC23879	CPU,HP DC7900,160GB,2GB RAM
TCC23984	CPU,HP xw4600 WORKSTATION SATA/SAS #RV724AV
TCC23996	CPU,HP xw4600 WORKSTATION SATA/SAS #RV724AV
TCC24120	EIKI MODEL 8080A USB RECORDER & CD COMBO TAPE TAPE RECORDER/PLAYERS
TCC24252	NOTEBOOK, HP COMPAQ 610, CELERON 1.86GHz, 250GB, 2048MB
TCC24647	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24648	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24653	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24657	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24667	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24668	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24669	SMART TECHNOLOGY SBA-NA USB AUDIO SYSTEM FOR 600 SERIES/SPEAKER PAIR
TCC24601	SMART TECHNOLOGY WXGA PROJECTOR UX60-ORACLE#1006952 W/87" DIAGNOL SMARTBOARD
TCC24643	SMART TECHNOLOGY WXGA PROJECTOR UX60-ORACLE#1006952 W/87" DIAGNOL SMARTBOARD
TCC24742	SMART TECHNOLOGY 87" DIAGONAL BOARD W/WXGA PROJECTOR I.D.#Y6602
TCC24747	SMART TECHNOLOGY 87" DIAGONAL BOARD W/WXGA PROJECTOR I.D.#Y6613
TCC24749	SMART TECHNOLOGY 87" DIAGONAL BOARD W/WXGA PROJECTOR I.D.#Y6610
TCC25455	SMART TECHNOLOGY, SMART SLATE WS200
TCC24466	NOTEBOOK, HP COMPAQ 610, CELERON 1.86GHz, 250GB, 2048MB
TCC25594	SCANNER KODAK I1220 COLOR 45PPM/90IPM
TCC25596	SCANNER KODAK I1220 COLOR 45PPM/90IPM
TCC25732	CPU, HP Z 200 WORKSTATION
TCC25523	PROJECTOR NEC NP2250
TCC25797	MONITOR, 17" LCD LE1711
TCC01133	MEASURE-NET WORKSTATION #MMDS-D-101 DESKTOP
TCC25863	APPLE I-PAD2 WI-FI 32GB BLACK/USA MC77OLL/A
TCC25940	AV, PROJECTOR EPSON POWERLITE PL1835 LCD PROJECTOR
TCC25942	NETWORK SERVER, CISCO 2911/K9 ROUTER
TCC25984	CPU, HP COMPAQ 8200, 250GB,4GB
TCC25989	CPU, HP COMPAQ 8200, 250GB,4GB
TCC25991	CPU, HP COMPAQ 8200, 250GB,4GB
TCC25998	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26009	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26011	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26016	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26019	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26035	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26038	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26054	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26059	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26067	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26075	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26087	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26088	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26096	CPU, HP COMPAQ 8200, 250GB,4GB

TCC26101	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26103	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26114	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26128	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26156	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26164	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26170	CPU, HP COMPAQ 8200, 250GB,4GB
TCC00696	AV, NEC PROJECTOR NP4100
TCC00702	AV, DVD/VCR COMBO UNIT
TCC26359	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26362	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26363	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26369	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26380	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26389	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC27005	AV, SMART RESPONSE KIT
TCC26482	MONITOR, HP LA2405WB 24" WIDESCREEN LCD #NL773AA#ABA
TCC26862	HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP
TCC26873	HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP
TCC26874	HP COMPAQ 8200 ELITE ULTRA-SLIM DESKTOP
TCC26555	NB, HP PROBOOK 4430S #XU013UT#ABA
TCC26625	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26626	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26635	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26637	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26646	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26652	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26663	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26672	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26682	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26698	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26715	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26723	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26734	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26736	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26749	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26750	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26752	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26774	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26775	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26776	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26780	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26785	CPU, HP COMPAQ 8200, 250GB,4GB
TCC26937	87" SMART SOLUTION SMART BOARD
TCC26945	USB SIDE SPEAKERS
TCC27019	AV, SMART RESPONSE KIT
TCC27095	AV, USB SIDE SPEAKERS

TCC27097	AV, SMART BOARD PROJECTOR
TCC27099	AV, 87" SMART SOLUTION BOARD
TCC27185	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27186	AV, SMARTBOARD PROJECTOR
TCC27193	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27196	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27204	AV, SMARTBOARD PROJECTOR
TCC27209	AV, SMARTBOARD PROJECTOR
TCC27220	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27221	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27234	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27239	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27248	AV, SMARTBOARD PROJECTOR
TCC27251	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27252	AV, USB SIDE SPEAKERS FOR SMARTBOARD
TCC27283	AV, SMARTBOARD PROJECTOR
TCC27284	AV, SMARTBOARD PROJECTOR
TCC27502	AV, SMART DOCUMENT CAMERA
TCC27505	AV, SMART DOCUMENT CAMERA
TCC27088	CPU, DELL PRECISION T7600
TCC27079	AV, TOSHIBA V296 VCR/DVD COMBO
TCC27367	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27369	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27370	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27376	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27378	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27380	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27381	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27385	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27395	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27396	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27400	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27401	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27402	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27405	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27406	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27407	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27410	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27416	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27418	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27421	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27422	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27425	CPU, HP 8300 ELITE, SMALL FACTOR FORM
TCC27123	CPU, HP 8300 ELITE
TCC27150	CPU, HP 8300 ELITE
TCC27165	CPU, HP 8300 ELITE
TCC01627	CPU, HP COMPAQ ELITE 8300 CMT

TCC01639	CPU, HP COMPAQ ELITE 8300 CMT
TCC01468	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01469	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01470	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01472	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01473	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01476	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01478	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01480	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01483	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01486	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01493	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01494	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01496	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01500	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01502	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01504	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01505	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01506	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01507	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01509	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC01510	APPLE, IMAC A1418, 21.5"/2.7QC/2X4GB/1TB/640M/KB
TCC27673	CPU, HP COMPAQ ELITE 8300 CMT
TCC01645	CPU, HP COMPAQ ELITE 8300 CMT
TCC01661	CPU, HP COMPAQ ELITE 8300 CMT
TCC01666	CPU, HP COMPAQ ELITE 8300 CMT
TCC01667	CPU, HP COMPAQ ELITE 8300 CMT
TCC01668	CPU, HP COMPAQ ELITE 8300 CMT
TCC01670	CPU, HP COMPAQ ELITE 8300 CMT
TCC01671	CPU, HP COMPAQ ELITE 8300 CMT
TCC01674	CPU, HP COMPAQ ELITE 8300 CMT
TCC01675	CPU, HP COMPAQ ELITE 8300 CMT
TCC27698	APPLE, IPAD WITH RETINA DISPLAY, 4TH GEN
TCC27734	APPLE, IPAD WITH RETINA DISPLAY
TCC27772	AV, EPSON POWERLITE 1955 PROJECTOR
TCC27810	TABLET, MICROSOFT SURFACE, 32GB, BLACK
TCC01685	CPU, HP COMPAQ ELITE 8300 CMT
TCC01689	CPU, HP COMPAQ ELITE 8300 CMT
TCC01690	CPU, HP COMPAQ ELITE 8300 CMT
TCC01699	CPU, HP COMPAQ ELITE 8300 CMT
TCC01702	CPU, HP COMPAQ ELITE 8300 CMT
TCC01703	CPU, HP COMPAQ ELITE 8300 CMT
TCC01712	CPU, HP COMPAQ ELITE 8300 CMT
TCC01771	CPU, HP COMPAQ ELITE 8300 CMT
TCC01773	CPU, HP COMPAQ ELITE 8300 CMT
TCC01774	CPU, HP COMPAQ ELITE 8300 CMT
TCC01778	CPU, HP COMPAQ ELITE 8300 CMT

TCC01782	CPU, HP COMPAQ ELITE 8300 CMT
TCC27832	CISCO 2951 W/3 GE4 EHWIC
TCC28490	AV, TASCAM LINEAR PCM RECORDER, DR-07 MKII
TCC27931	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27932	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27933	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27945	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27946	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27948	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27952	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27953	CPU, HP COMPAQ ELITE 8300 SLIM
TCC27958	CPU, HP COMPAQ ELITE 8300 CMT
TCC27981	CPU, HP COMPAQ ELITE 8300 CMT
TCC28005	CPU, HP COMPAQ ELITE 8300 CMT
TCC28009	CPU, HP COMPAQ ELITE 8300 CMT
TCC28017	CPU, HP COMPAQ ELITE 8300 CMT
TCC28030	CPU, HP COMPAQ ELITE 8300 CMT
TCC28034	CPU, HP COMPAQ ELITE 8300 CMT
TCC28043	CPU, HP COMPAQ ELITE 8300 CMT
TCC28044	CPU, HP COMPAQ ELITE 8300 CMT
TCC28056	CPU, HP COMPAQ ELITE 8300 CMT
TCC28062	CPU, HP COMPAQ ELITE 8300 CMT
TCC28071	CPU, HP COMPAQ ELITE 8300 CMT
TCC28073	CPU, HP COMPAQ ELITE 8300 CMT
TCC28084	CPU, HP COMPAQ ELITE 8300 CMT
TCC28085	CPU, HP COMPAQ ELITE 8300 CMT
TCC28086	CPU, HP COMPAQ ELITE 8300 CMT
TCC28089	CPU, HP COMPAQ ELITE 8300 CMT
TCC28099	CPU, HP COMPAQ ELITE 8300 CMT
TCC28101	CPU, HP COMPAQ ELITE 8300 CMT
TCC28124	CPU, HP COMPAQ ELITE 8300 CMT
TCC28141	CPU, HP COMPAQ ELITE 8300 CMT
TCC28150	CPU, HP COMPAQ ELITE 8300 CMT
TCC28151	CPU, HP COMPAQ ELITE 8300 CMT
TCC28166	CPU, HP COMPAQ ELITE 8300 CMT
TCC28171	CPU, HP COMPAQ ELITE 8300 CMT
TCC28174	CPU, HP COMPAQ ELITE 8300 CMT
TCC28258	CYBERPOWER UPS BACKUP BATTEY
TCC28453	MONITOR, HP ELITE DISPLAY E221
TCC01847	AV, IPEVO VZ-1 HD VGA/USB DOCUMENT CAMERA
TCC29323	MON, HP ELITE DISPLAY E221I
TCC30103	NB, HP 340 G2 NOTEBOOK
TCC29987	MON, HP ELITE DISPLAY E221I LED
TCC30351	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30359	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30374	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30377	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO

TCC30380	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30381	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30383	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30384	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30386	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30388	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30389	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30390	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30392	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC30393	APPLE, IMAC 21.5"/2.7QC/2X4GB/1TB/IRISPRO
TCC31628	CPU, HP ELITEDESK 800 G2 TWR
TCC32250	AV12276DN-NL Omni-directional Camera
TCC32254	AV12276DN-NL Omni-directional Camera
TCC32255	AV12276DN-NL Omni-directional Camera
TCC32260	AV12276DN-NL Omni-directional Camera
TCC32276	AV12276DN-NL Omni-directional Camera
TCC32278	AV12276DN-NL Omni-directional Camera
TCC32289	AV12276DN-NL Omni-directional Camera
TCC32319	TV, LG49LW540S 49" LED DISPLAY
TCC32320	TV, LG49LW540S 49" LED DISPLAY
TCC32686	MON, HP ELITEDISPLAY E223, 21.5" LED
TCC02650	PRINTER, HP LJ 2100XI
TCC04589	PRINTER, HP LJ 6P
TCC22818	VOICE MAIL - DELL POWEREDGE 860
TCC31071	AV, EPSON 1430WI INTERACTIVE PROJECTOR
TCC48739	OVERHEAD PROJECTOR
TCC48817	OVERHEAD
TCC48890	TV

Account	Cost	Purchase Date	PONumber	Grant Number	Serial Number
	\$ 1,400.00	1/1/1982			5238
	\$ 1,700.00	1/1/1987			5019982
	\$ 1,700.00	1/1/1987			1420
	\$ 1,600.00	1/1/1988			
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	\$ 1,200.00	1/1/1992			
	\$ 1,000.00	1/1/1996			
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183592	\$ 921.87	6/11/2004	182504		8521101093
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184580	\$ 81.99	11/13/2008	203246		SO1-2271855-G
184580	\$ 81.99	11/13/2008	203246		SO1-2271851-C
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188500	\$ 5,261.00	1/30/2009	204763		FOC1244W4SG
124231	\$ 160.00	3/16/2009	205367		CNC902QWDR
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184580	\$ 120.00	5/27/2009	206481		3CQ9153HT8
184580	\$ 120.00	5/27/2009	206481		CNC911PWKW
184580	\$ 120.00	5/27/2009	206481		3CQ9153HND
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	\$ -	7/10/2009	LEASED		USE928N6F8
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124678	\$ 1,063.00	7/30/2009	207298		H09350KM6MJ
124678	\$ 1,063.00	7/30/2009	207298		H09350836MJ
124678	\$ 1,063.00	7/30/2009	207298		H09350876MJ
124678	\$ 1,063.00	7/30/2009	207298		H09350816MJ
124678	\$ 1,063.00	7/30/2009	207298		H09351B96MJ
124678	\$ 115.00	7/31/2009	207322		3CQ920043D
124678	\$ 115.00	7/31/2009	207322		3CQ92017ZX
124678	\$ 115.00	7/31/2009	207322		3CQ92017HT
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124678	\$ 115.00	7/31/2009	207322		3CQ9172FDX

124678	\$ 115.00	7/31/2009	207322		3CQ92017H7
124678	\$ 115.00	7/31/2009	207322		3CQ9172FF0
124678	\$ 595.00	8/17/2009	207327		2UA9330B72
124678	\$ 1,387.00	8/17/2009	207319		2UA9330RZ7
124678	\$ 1,387.00	8/17/2009	207319		2UA9330RZM
124678	\$ 241.00	10/1/2009	208054		02336R
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188679	\$ 230.93	12/12/2009	209224		A022CW1100655
188679	\$ 230.93	12/12/2009	209224		A022CW1100659
188679	\$ 230.93	12/12/2009	209224		A022CW1100649
188679	\$ 230.93	12/12/2009	209224		A022CW1100648
188679	\$ 1,834.53	12/16/2009	209224		B012CC24D0151
188679	\$ 1,834.53	12/16/2009	209224		B012CC26D0187
188679	\$ 1,834.53	12/16/2009	209224		700876 / I.D.#Y6602
188679	\$ 1,834.53	12/16/2009	209224		700879 / I.D.#Y6613
188679	\$ 1,834.53	12/16/2009	209224		700696 / I.D.#Y6610
188679	\$ 308.25	12/16/2009	209224		10AP001404
181665	\$ 512.00	1/12/2010	209469		CNU9475DYM
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188500	\$ 965.00	6/28/2010	211193		43944020
113326	\$ 1,399.00	11/15/2010	212886		2UA040123M
188679	\$ 2,155.36	12/16/2010	209224		N/A
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1036652	\$ 599.00	5/4/2011	214836		DN6FK4NYDFHY
124231	\$ 980.00	8/8/2011	216131		PAVF160518L
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124231	\$ 675.00	8/25/2011	216375		2UA13509P4
124231	\$ 675.00	8/25/2011	216375		2UA13509NG
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124231	\$ 775.00	11/23/2011	217486		CNU1420NMR
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124231	\$ 668.00	1/30/2012	218147		2UA2060JS9
124231	\$ 668.00	1/30/2012	218147		
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124231	\$ 668.00	1/30/2012	218147		
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124231	\$ 668.00	1/30/2012	218147		2UA2060JTF
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124231	\$ 668.00	1/30/2012	218147		2UA2060JQ6
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124231	\$ 235.20	5/23/2012	219877		A022DW5201342
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	\$ 105.00	3/7/2014	5551		CQDCT2000595
	\$ 167.00	3/10/2014	5564		CNC4040Q42
	\$ 125.10	8/14/2014	7164		081349BI09111
	\$ 167.00	1/5/2015	8252		CNC43900DP
	\$ 625.00	4/7/2015	9236		5CG5161SH9
	\$ 167.00	4/13/2015	9349		CNC5070M66
	\$ 1,211.53	7/2/2015	10133		SC02PP31PF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5T3F8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP3ZKF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP43MF8J2

	\$ 1,211.53	7/2/2015	10133		SC02PP3HFF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP3XSF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP43EF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5EJF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5EXF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP617F8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5RUF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5KSF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP62TF8J2
	\$ 1,211.53	7/2/2015	10133		SC02PP5JPF8J2
	\$ 693.00	10/17/2016	13648		MXL6430GJ3
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-38
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-51
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-43
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-AA
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-5B
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-37-52
	\$ 1,500.00	6/6/2017	15231		00-1A-07-14-38-31
	\$ 610.88	8/16/2017	15717		706RMGC6Z575
	\$ 610.88	8/16/2017	15717		706RMSS6Z574
	\$ 146.22	1/17/2018	16835		3CQ7321H6M
128571	\$ -		157593		USG2062296
132467	\$ -		146924		USCH083200
	\$ -				26CNBD1
	\$ -				V47F540079L
	\$ -		NA		1539008
	\$ -		NA		20246
	\$ -		NA		72143210060

Asset	Description
TCC03465	CAMCORDER, DIGITAL
TCC03468	CAMERA, DIGITAL
TCC04305	PRINTER DOT-MATRIX
TCC46628	NETWORK HUB
TCC34871	PRINTER, HP LJ 4050N
TCC05764	PRINTER, HP LJ4050N
TCC47297	PRINTER, HP LJ 3200 XI
TCC47461	PRINTER, HP LJ 8150N
TCC46606	CISCO 2620 ETHERNET ROUTER
TCC47859	KEYBOARD,MALTRON, ADAPTIVE SINGLE-HANDED
TCC48480	SERVER,COMPAQ PROLIANT ML570 G2 SERVER 1GB
TCC48540	CAMERA, DIGITAL CANON POWERSHOT A70
TCC48627	PRINTER,HP,DJ 5650 COLOR INKJET
TCC43198	SPECTROPHOTOMETER SPECTRONIC 20D+ DIGITAL SOLID STATE COMPONENTS,
TCC43200	SPECTROPHOTOMETER SPECTRONIC 20D+ DIGITAL SOLID STATE COMPONENTS,
TCC43201	SPECTROPHOTOMETER SPECTRONIC 20D+ DIGITAL SOLID STATE COMPONENTS,
TCC43154	PH 209 PH.MV BENCH METER, HANNA INSTRUMENTS, PH CALIBRATION SLOPE KNOBS
TCC43157	PH 209 PH.MV BENCH METER, HANNA INSTRUMENTS, PH CALIBRATION SLOPE KNOBS
TCC43158	PH 209 PH.MV BENCH METER, HANNA INSTRUMENTS, PH CALIBRATION SLOPE KNOBS
TCC19129	SERVER,CISCO CATALYST,3560-24PS
TCC19271	MONITOR, 17" FLAT PANEL
TCC19443	PRINTER,XEROX,PHASER 7400DT
TCC19827	CATALYST 3560 24 10-100-1000 PORTS WITH POE AND SFP PORTS
TCC19828	CATALYST 3560 48 10/100/1000 + SFP PORTS
TCC49054	3M TRANSPARENCY OVERHEAD
TCC19517	TOSHIBA DVD/VCR COMBO UNIT
TCC19519	TOSHIBA DVD/VCR COMBO UNIT
TCC19721	TV 27" TOSHIBA
TCC20959	MONITOR 17 INCH
TCC19748	3M MODEL TRANSPARENCY OVERHEAD PROJECTORS
TCC21491	MONITOR, HP 17" FLAT PANEL L1706
TCC22215	MONITOR, L1750 17"
TCC04568	NETWORK, 600-BASE 2PSU-400N, ARUBA 6000 BASE CHASSIS SPOE POWER
TCC22242	CISCO 2811 AC POWER W/AC PWR, SMARTNET 8X5XNBD
TCC22328	CPU,HP XW4600, 250GB, 4GBRAM, WORKSTATION
TCC22334	CPU,HP XW4600, 250GB, 4GBRAM, WORKSTATION
TCC22341	MONITOR, VIEWSONIC 22"
TCC22447	MONITOR, 17" FLAT PANEL DISPLAY
TCC22519	MONITOR, 17" FLAT PANEL DISPLAY
TCC22566	CPU,HP DC7900, 160GB, 2GBRAM
TCC22574	CPU,HP DC7900, 160GB, 2GBRAM
TCC24614	SMART TECHNOLOGY WXGA PROJECTOR UX60-ORACLE#1006952 W/87" DIAGNOL SMARTBOARD
TCC24743	SMART TECHNOLOGY 87" DIAGONAL BOARD W/WXGA PROJECTOR I.D.#Y6614
TCC00411	CPU, HERCULES WITH PCI CARD+ INTERFACE SYSTEM
TCC25698	CPU, HP 6000PRO, 2.83GHz, 2TB HDD, 4GB RAM
TCC25932	APPLE I-PAD WI-FI 16GB WHITE/USA MC979LL/A

TCC25868	SCANNER, KODAK I1220 30PPM #1031352
TCC31286	NB, HP 440 G3 NOTEBOOK
TCC05718	TV 27"

Account	Cost	Purchase Date	PONumber	Grant Number	Serial Number
613066	\$ 2,599.00	1/20/1999	153795	613-066	NA
613066	\$ 11,500.00	1/20/1999	153795	613-066	
614053	\$ 599.00	4/1/1999	152659	614-053	810B101113
188500	\$ 3,096.00	6/22/2000	161127	619-989	FAA0428H10K
616090	\$ 1,336.00	10/18/2000	163011	616-090	USBH020619
611051	\$ 1,326.00	1/19/2001	164412	611-051	USQL069721
634965	\$ 520.21	3/18/2002	171369	634-965	SCNFH173474
642085	\$ 2,276.00	4/12/2002	171914	642-085	JPBLL45276
619891	\$ 1,491.75	8/27/2002	174197	619-891	CNMHFJ0CRA
619989	\$ 690.00	10/2/2002	174736	619-989	6476
619989	\$ 17,004.00	12/23/2003	179720	619-989	D346LQM6H002
611912	\$ 265.00	1/22/2004	180676	611-912	8122408341
616962	\$ 125.00	4/1/2004	181593	616-962	MY3BH4Q2RY
619989	\$ 829.00	7/21/2004	183008	619-989	3dug225008
619989	\$ 829.00	7/21/2004	183008	619-989	3DUG240005
619989	\$ 829.00	7/21/2004	183008	619-989	3DUG245015
619989	\$ 213.25	7/22/2004	183020	619-989	257188
619989	\$ 213.25	7/22/2004	183020	619-989	257183
619989	\$ 213.25	7/22/2004	183020	619-989	270610
613066	\$ 2,182.12	5/18/2005	186926	613-066	CAT0921X1NY
634965	\$ 290.00	9/19/2005	188278	634-965	CNN516296C
611780	\$ 4,109.99	1/30/2006	190243	611-780-549.010	WMY301634
619989	\$ 3,168.00	5/5/2006	191619		FOC1016Y1WB
619989	\$ 4,549.05	5/5/2006	191619		FOC1013Y2HS
619989	\$ 169.00	8/23/2006	192953	619-989	80030844
619989	\$ 89.25	10/23/2006	193847	NONE	BCB909283106
619989	\$ 89.25	10/23/2006	193847	NONE	BCB909283149
619989	\$ 284.00	12/12/2006	194258	619-989	BAB615126340
619989	\$ 159.00	12/14/2006	RMA		
619989	\$ 169.00	8/1/2007	197645	619-989	80081132
619989	\$ 189.00	8/1/2007	197647	619-989	CNK7270JZ4
619989	\$ 220.00	7/25/2008	202178		CNC820PM7R
619989	\$ 2,876.40	9/23/2008	203167	619-989	A00007614
619989	\$ 1,728.63	10/9/2008	202621	619-989	FTX1240A36T
619989	\$ 1,387.00	10/17/2008	203524		2UA84404DH
619989	\$ 1,387.00	10/17/2008	203524		2UA84404DS
619989	\$ 216.00	10/17/2008	203526		QZR083762685
619989	\$ 160.00	10/29/2008	203691	619-989	3CQ84025KG
619989	\$ 160.00	10/29/2008	203691	619-989	3CQ84025KT
619989	\$ 675.00	10/29/2008	203691	619-989	2UA8450HMK
619989	\$ 675.00	10/29/2008	203691	619-989	2UA8450HMJ
	\$ 1,834.53	12/16/2009	209230	689-948	B012DK19D0248
	\$ 1,834.53	12/16/2009	209229	612-963	700693 / I.D.#Y6614
	\$ 1,600.00	2/18/2010	210013	641759587	NA
	\$ 1,500.00	2/18/2010	210013	641759587	MXL0281K4X
648930	\$ 676.00	5/3/2011	214806	648-930	DKVG501KDKPH

634965	\$ 990.75	6/6/2011	215265	634-965	46549188
GRANT	\$ 599.00	2/1/2016	11757		5CD60707LL
619989	\$ 287.00		172704	619-989	LB21610704

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16503

SUBJECT: HEARTLAND BUSINESS SYSTEMS – PURCHASE OF COMPUTER SOFTWARE AND HARDWARE

RECOMMENDATION: That the Board of Trustees approve the purchase of thirty (30) laptop computers from Heartland Business Systems for the not-to-exceed amount of \$24,692.40.

RATIONALE: This computer equipment will be used for students and staff throughout Enrollment Services and is part of Triton College’s technology refresh cycle. These laptops are more than six years old and are used for enrollment events, daily loans and student registrations. (Victorin) Heartland Business Systems is the designated governmental and educational computer vendor for Triton College. Purchases of data processing equipment are exempt for bidding by state statute.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

(30) laptops for Enrollment Services
Quote #230609 v1

Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
08.26.2020
Expires:
09.23.2020

Hardware/Software	Price	Qty	Ext. Price
HP ProBook 450 G7 15.6" Notebook - 1920 x 1080 - Core i5 i5-10210U - 8 GB RAM - 256 GB SSD - Pike Silver - Windows 10 Pro 64-bit - Intel UHD Graphics 620 - In-plane Switching (IPS) Technology - English Keyboard - Intel Optane Memory Ready - Bluetooth - 13	\$753.08	30	\$22,592.40
HP Care Pack - 3 Year Extended Warranty - Service - 9 x 5 - Pick-up & Return - Service Depot - Technical - Physical Service	\$70.00	30	\$2,100.00
Subtotal			\$24,692.40

Quote Summary	Amount
Hardware/Software	\$24,692.40
Total:	\$24,692.40

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance
Chicago Illinois Office
Triton Community College District 504

Mauri Spampinato

 Signature / Name

08/26/2020

 Date

 Signature / Name

 Initials

 Date

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16504

SUBJECT: USABLENET SERVICE RENEWAL

RECOMMENDATION: That the Board of Trustees approve a one year renewal Agreement with UsableNet to provide an alternative assistive version of www.triton.edu. The renewal runs from July 1, 2020 through June 30, 2021 for a total cost of \$11,500, which is \$1,323.61 less than the FY20 cost.

RATIONALE: The managed service includes availability of the UsableNet assistive platform to users worldwide. Infrastructure and support is needed to maintain a 99.9% uptime of the platform. Support for routine content changes, management of end-user feedback, and a 24/7 support line to log-in customer.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

UsableNet Assistive Service Contract Renewal

Triton College

Attention: Michael Garrity

This UsableNet Assistive Service Renewal (“Renewal”) of the Statement of Work No. TRITI001-R00009 dated February 12, 2020 (as amended from time to time, the “Agreement”) is entered into as of the date this Renewal is executed by both parties set forth on the signature page hereto, and is by and between Triton College, with offices at 2000 Fifth Avenue River Grove, IL 60171 (“Customer”), and UsableNet Inc., with offices at 500 Seventh Avenue, 8th Floor, New York, NY 10018 USA (“UsableNet”).

WHEREAS, the parties have entered into the Agreement for certain services to be provided by UsableNet; and

WHEREAS, the parties desire to amend and renew the terms and conditions of the Agreement as set forth herein; and

NOW THEREFORE, the parties, for good and valuable consideration, mutually agree as follows:

1. UsableNet Assistive Services.

As of the Effective Date (as defined herein), UsableNet shall provide, and Customer shall purchase, the services set forth in Section A below (“Services”) for the Managed Service Fee and the Renewal Term (as defined herein) selected by Customer in Section B below, and the Agreement shall be extended for such Renewal Term.

Section A:

Product	Managed Service Description
UsableNet Assistive Renewal	<p>UsableNet to continue to support an AA Level Conforming Alternative Version, as defined in the Web Content Accessibility Guidelines (WCAG) 2.0 published by the World Wide Web Consortium (W3C), of Customer’s website (the “Assistive Site”) via the UsableNet Assistive platform solution (“UsableNet Assistive”). UsableNet uses a combination of its own AQA accessibility testing platform, third-party tools and manual review, which may include Assistive technology selected by UsableNet, to ensure the in-scope portions of the Assistive Site conform with WCAG 2.0 AA standards. QA is focused on delivering a fully conforming WCAG 2.0 AA view and does not include specific Assistive technology testing unless specifically included in scope. All client requested to support specific Assistive devices and/or behaviors outside of the WCAG 2.0 AA guidelines will be at additional cost.</p> <p>This ongoing managed service (UsableNet Assistive is a technology platform provided as a fully managed service) includes maintenance, support, and updates to the UsableNet Assistive platform.</p>

- The Managed Service includes availability of the UsableNet Assistive platform to users worldwide, infrastructure and support needed to maintain a 99.9% uptime of the platform, support for routine content changes, management of end-user feedback, and a 24/7 support line to log-in Customer or end user issues.
- The UsableNet Assistive platform extends the current (in scope) functionality of web site (or other provided source) to display and create a successful experience for assistive devices.
- UsableNet, as part of the Managed Service, will re-apply development resources to maintain the features outlined in the renewal service description above. UsableNet and Customer will establish a change management process that will allow UsableNet adequate time to test staging and pre-release of new versions. For items that fall out of currently covered scope items, additional charges will be assessed. Changes to the structure or presentation layer of the Customer’s website will require full review by UsableNet and may result in additional charges.

Section B:

Select One	Renewal Term	Managed Service Fee	Total Managed Service Fee for the Renewal Term
<input type="checkbox"/>	12 Months (1 Year) July 1 st , 2020 – June 30 th , 2021	\$11,500	\$11,500

- Managed Service Fees are billed on an annual basis, in advance of the period being served.

UsableNet Assistive Service Contract Renewal

2. Term and Termination.

- a. Effective Date. The renewal of the current Agreement shall commence July 1st, 2020 (the “Effective Date”) and shall continue for the term defined in Section 1B above (“Renewal Term”).
- b. Renewal Term. Notwithstanding anything to the contrary in the Agreement, upon expiration of the Renewal Term, the Agreement shall automatically renew for successive periods of the same term selected herein (each, an additional “Renewal Term”), unless either party provides written notice of termination which is received by the non-terminating party not less than thirty (30) days prior to the end of the then current Renewal Term.
- c. Termination Date. The Agreement shall terminate on the last day of the Renewal Term in which either party has provided notice of termination sufficient to avoid an automatic renewal pursuant to paragraph 2(b) above. Notwithstanding anything to the contrary in the Agreement, the Agreement shall not be terminable by the parties without cause, except as set forth in paragraphs 2(b) and 2(c).
- d. Rate Adjustment. UsableNet shall be permitted to propose adjustments to the Managed Service fee it charges Customer for any Renewal Term by providing written notice of the proposed rate change no less than sixty (60) days prior to the beginning of a subsequent term.

3. Payment.

UsableNet accepts purchase orders and payments either via paper check or electronically (i.e.: ACH, EFT, Wire). The terms for payment are in accordance with the Agreement. All fees are in United States dollars (USD) and are exclusive of sales and use taxes, which if applicable, shall be applied to the invoice total.

Please return this Renewal and applicable purchase order to Chris Lee at the contact information below:

- Email: Chris.Lee@UsableNet.com
- Address:
UsableNet Inc.
500 Seventh Avenue, 8th Floor
New York, NY 10018 USA

4. Miscellaneous

- a. As it relates to the services being contemplated hereunder, in the event that Customer is involved in any litigation or other action with a party other than UsableNet, and Customer requires UsableNet to participate in such action pursuant to a subpoena or Customer’s request, including, but not limited to, producing documents or acting as a witness, Customer shall bear all reasonable fees (including attorneys’ fees), incurred by UsableNet in responding to such subpoena or request.

The terms of the Agreement and this Renewal shall prevail notwithstanding any conflicting terms or conditions which may appear on, or be incorporated by reference in, a purchase order. Any other terms or conditions, whether additional, different or inconsistent with those of the Agreement or this Renewal presented in connection with a purchase order shall be void and of no effect, and will not be considered an amendment to the Agreement or this Renewal unless it is in writing signed by both parties, expressly referencing the Agreement or this Renewal and the section(s) being modified. This Renewal shall be governed by the governing law of the Agreement.

Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Renewal as of the date below.

Triton College	UsableNet Inc.
Signed: _____	Signed: _____
Print Name: Mark. R. Stephens	Print Name: _____
Title: Board Chairman	Title: _____
Date: _____	Date: _____

USABLENET MASTER SERVICES AGREEMENT

THIS USABLENET MASTER SERVICES AGREEMENT (“Agreement”), is made as of the date this Agreement is executed by both parties as set forth on the signature page hereto (the “Effective Date”), and is between Triton College, with offices at 2000 Fifth Avenue, River Grove, IL 60171 (“Customer”), and UsableNet Inc., a Delaware corporation with offices at 500 7th Avenue, New York, NY 10018 USA (“UsableNet”).

In consideration of the covenants herein, the parties agree as follows:

1. SCOPE OF SERVICES, PRICE AND PAYMENT.

- a. Customer desires to purchase, and UsableNet shall provide, the UsableNet services described in the Statement of Work attached as Exhibit A, which is incorporated by reference herein, and various other statements of work (each, an “SOW”), as may be entered into by the parties from time to time (“Services”). Upon execution by both parties, each SOW will become part of and be subject to this Agreement. If there is any inconsistency or conflict between this Agreement and an SOW, the terms of the Agreement shall take precedence unless the SOW specifically states otherwise. UsableNet’s obligations hereunder relate only to the Services and not to any content or functionality determined by Customer.
- b. For the Services, Customer shall pay UsableNet the amounts specified on attached Exhibit A and any additional SOW. Unless otherwise indicated in an SOW, all fees i) are in United States dollars (USD), ii) are exclusive of sales and use taxes, which shall not be assessed so long as Customer provides certification demonstrating its tax exempt entity status, and iii) shall be paid within forty-five (45) days after receipt of the applicable invoice from UsableNet. Undisputed amounts not paid when due shall be subject to a late charge equal to six percent (6%) per annum of the overdue amount until paid in full, but UsableNet retains all rights, including termination in accordance with Section 2(c), if Customer fails to pay on time. UsableNet shall invoice Customer in accordance with the information supplied by Customer in the ‘Accounts Payable Setup Form’ in Exhibit B, attached hereto. UsableNet assumes full responsibility for the payment of all federal, state and local taxes incurred by UsableNet as a result of this Agreement.
- c. Upon UsableNet’s delivery of the Services detailed in an SOW, and unless otherwise agreed to by the parties in such SOW, the Services shall be provided in accordance with the Service Level Agreement found in Exhibit C, attached hereto.

2. TERM AND TERMINATION.

- a. The initial term of this Agreement shall commence on the Effective Date and continue in full force and effect unless and until terminated pursuant to this Section 2. Neither party shall have any obligations under this Agreement unless an SOW is executed and in effect by the parties.
- b. The term of each SOW shall be as indicated therein and may be renewed upon mutual written agreement of the authorized agents of the parties. The termination of this Agreement or any SOW will not terminate any other SOW then in effect. This Agreement shall continue to govern any SOW whose term extends beyond the termination of this Agreement, until such SOW expires or is terminated in accordance with the provisions herein.
- c. A party may terminate this Agreement or any SOW immediately if the other party breaches a material obligation and does not cure such breach within thirty (30) days of receiving written notice of such breach. If Customer terminates this Agreement or an SOW for cause, Customer shall be entitled to a refund of fees paid for services not yet rendered.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

- a. **“Intellectual Property”** means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights, whether registered or not, all associated goodwill and all registrations, applications and renewals for the same which may now, or in the future, subsist anywhere in the world.
- b. **Customer IP.** Customer shall own all right, title and interest to the project documents, wireframes, project specifications (including but not limited to specifications related to end user experience), reports and other

documents created by UsableNet as part of the Services, the look and feel of websites delivered by UsableNet pursuant to this Agreement, as well as all Customer Intellectual Property existing as of the Effective Date and any Intellectual Property developed by or on behalf of Customer independently of this Agreement.

UsableNet IP: Unless specifically set forth in an SOW or herein, all right, title and interest to the Services, any Intellectual Property, software and applications derived from or supplied pursuant to the Services, including the methods and processes that make up the Services, any optimizations and/or improvements thereof, are, and shall remain, the property of UsableNet. All Intellectual Property or software code developed by or on behalf of UsableNet independently of this Agreement not developed specifically for Customer shall remain the property of UsableNet ("Pre-Existing IP").

4. REPRESENTATIONS AND WARRANTIES; THIRD PARTY PRODUCTS.

- a. UsableNet represents and warrants to Customer that it:
 - (i) has the right to enter into and perform this Agreement;
 - (ii) shall perform the Services with skill, care and diligence in accordance with industry standards, and that its personnel are trained and qualified to perform their duties with respect to the Services; and
 - (iii) shall comply with all applicable laws, rules and regulations in connection with its performance of this Agreement.
- b. Customer represents and warrants to UsableNet that it:
 - (i) has the right to enter into and perform this Agreement;
 - (ii) shall not reverse engineer, decompile, modify, alter or otherwise attempt to derive the source code of the UsableNet Intellectual Property or Pre-Existing IP; and
 - (iii) shall make available to UsableNet in a timely manner all assistance, including personnel, information and resources, reasonably requested by UsableNet for the performance of its Services.
- c. Third Party Products: UsableNet shall not be liable for claims arising out of or in connection with third-party services, products or materials not being supplied by UsableNet ("Third-Party Products"), except if UsableNet requires the use of such products or materials for the functional use of UsableNet products or services. All customer support for independent Third-Party Products are provided by the applicable third-party vendor, and Customer's use of Third-Party Products is conditioned upon Customer's compliance with such third-party vendor's terms of use, if any. Additionally, the implementation and/or launch of Third-Party Products may be conditioned upon Customer's execution of a separate agreement directly with the third-party vendor and/or the third-party vendor's approval. Additional Fees may be required in order for UsableNet to support and/or include such Third-Party Products desired by Customer in the Services and such fees shall be agreed upon by the parties in writing.

DISCLAIMER: THE WARRANTIES SET FORTH IN THIS SECTION 4 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY USABLENET WITH RESPECT TO THE SERVICES AND ALL DELIVERABLES HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, RESULTS, ACCURACY, RELIABILITY, OR OTHERWISE OF THE SERVICES OR DELIVERABLES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

5. INDEMNITY.

- a. UsableNet shall indemnify, defend and hold Customer, its affiliates and their respective directors, officers and employees harmless from and against all costs, damages and liabilities (including reasonable attorneys' fees) ("Losses") resulting from any third-party claim ("Claim") against Customer alleging that the Services, or any portion thereof, directly infringe such third party's intellectual property rights and are solely attributable to UsableNet. UsableNet shall have no indemnity obligation hereunder to the extent that a Claim arises out of (i) Customer's use of the Services other than for its intended use; (ii) the combination of the Services with any product, service, hardware, software or business process not supplied by UsableNet; (iii) actual or alleged infringement by Customer's website, website functionality or website content, even if the Services are enabling or transforming such functionality or content on behalf of Customer; or (iv) specifications or functionality implemented at the request of Customer.
- b. In addition to UsableNet's indemnity obligations in Section 5(a), in the event Customer purchases UsableNet Assistive Service, "UsableNet will, during the term of the Agreement, indemnify, defend and hold Customer, its affiliates and their respective directors, officers and employees harmless from and against all Losses resulting from any Claim that the web page(s) listed in Appendix 1 to the applicable SOW (the "In-Scope Web Pages"), do not meet the compliance

requirements of the Americans with Disabilities Act (“ADA”) and Web Content Accessibility Guidelines (“WCAG”). UsableNet’s indemnity obligation with respect to the foregoing: (i) applies only to the WCAG standard in the applicable SOW (ii) begins only once Assistive has been launched on the In-Scope Web Pages in accordance with the UsableNet and Customer Responsibilities in Appendix 2 to the applicable SOW; (iii) only applies to the extent all Customer Responsibilities listed in Appendix 2 to the applicable SOW have been fully completed, or in the case of ongoing responsibilities, are continuously maintained by Customer; and (iv) applies only where the primary subject matter of the Claim is the failure of the In-Scope Web Pages to be accessible to people with disabilities.

- c. Each party agrees to hold harmless and indemnify the other party, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against such other party, its officers, agents, trustees or employees, including reasonable attorneys’ fees and expenses, arising out of the gross negligence or willful misconduct of the indemnifying party’s officers, agents or employees, under this Agreement.
- d. Customer shall indemnify, defend and hold UsableNet, its affiliates and their respective directors, officers and employees harmless from and against all Losses arising out of, resulting from or related to any (i) Claim alleging infringement by Customer’s website, website functionality or website content, even if the Services are enabling or transforming such functionality or content on behalf of Customer or (ii) breach of Section 4b(ii).
- e. A party who seeks an indemnity under this Section 5 (the “Indemnified Party”) shall give the other party (the “Indemnifying Party”) prompt written notice of any Claim. The Indemnifying Party shall have sole control over the selection of legal counsel and the defense, negotiation and settlement of such Claim, provided the Indemnifying Party may not enter into any settlement or compromise that imposes any liability on the Indemnified Party or requires the Indemnified Party to make any admissions without the Indemnified Party’s prior written consent, which consent will not be unreasonably withheld. The Indemnified Party shall provide all information and assistance requested by the Indemnifying Party to handle the defense or settlement of the Claim. The foregoing shall be each Indemnified Party’s sole remedy, and each Indemnifying Party’s sole liability, for any and all Claims.

6. LIMITATION OF LIABILITY.

Except with respect to UsableNet’s obligations in Section 5(B), either party’s liability for any loss or damage related to this Agreement under any theory of liability, whether based on warranty, contract, tort (including negligence), or strict liability, shall in no event exceed an amount equal to the amount of fees paid by Customer hereunder during the calendar year on which such losses or damages were allegedly incurred, even if an available remedy fails of its essential purpose. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS.

Customer, 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.

7. BINDING EFFECT; ASSIGNMENT.

This Agreement and each SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assigns. No party may assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party may assign or transfer this Agreement or its rights or obligations hereunder without consent of the other party to any affiliate or a surviving entity in connection with any merger, acquisition, consolidation, recapitalization or other business combination. For purposes of this Agreement, (a) “affiliate” means any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified person and (b) “control” of any person means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting capital stock, by contract, or otherwise.

8. CONFIDENTIAL INFORMATION.

- a. "Confidential Information" means any information disclosed by or on behalf of one party ("Discloser") to the other party ("Recipient") during the term of this Agreement, including, without limitation, information concerning proprietary technology and services, reports, plans, forecasts, pricing, methods of doing business, current or historical data, software, code, computer programs or documentation, patents, copyrights, trademarks, service marks and other intellectual property and all other technical, financial or business data that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, but specifically excluding any information that the Recipient can demonstrate:
 - (i) is or becomes generally available to the public other than as a result of disclosure by Recipient;
 - (ii) is already known by or in the possession of Recipient at the time of disclosure by Discloser, as evidenced by written documentation in Recipient's possession prior to receipt of the Confidential Information;
 - (iii) is independently developed by Recipient without use of or reference to the Confidential Information;
 - (iii) is obtained by Recipient from a third party that has not breached any obligations of confidentiality; or
 - (iv) Is required to be disclosed pursuant to law, rule, or regulation, including Freedom of Information Act requests.
 - b. Recipient shall use the Confidential Information only for the purpose of carrying out its rights and obligations under this Agreement and shall not use the Confidential Information for its own benefit or the benefit of another, except where such use is to complete a disclosure required by law, rule or regulation.
 - c. Recipient shall not disclose or otherwise make available any of the Confidential Information to anyone, except those employees, contractors, agents and representatives of Recipient and entities controlled by, controlling or under common control with Recipient who need to know the Confidential Information for purposes of this Agreement, and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein, except where such disclosure is required by applicable law, rule or regulation. Recipient shall be responsible for any use or disclosure of the Confidential Information by such employees, contractors or representatives in matters other than disclosures required by law.
 - d. Recipient shall protect the Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care.
 - e. Recipient may disclose the Confidential Information to the extent that such disclosure is required by law, rule or regulation or order by a court of competent jurisdiction, provided that Recipient shall promptly provide to Discloser written notice prior to such disclosure. In the event that either party desires to limit the disclosure, the party seeking to limit disclosure shall bear all costs related to legal action, including indemnification of the other party.
 - f. Recipient acknowledges and agrees that Discloser neither makes, nor has made, any representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that Discloser shall retain all rights to Discloser's Confidential Information. No license of any such rights to Recipient is granted or implied.
 - g. Recipient's duty to protect Confidential Information shall survive termination of this Agreement for a period of three (3) years after the date of termination of this Agreement, except to the extent any Confidential Information constitutes a trade secret, in which case the confidentiality obligations contained herein will continue forever in effect to the extent permitted by applicable law.
 - h. Recipient shall, upon request by Discloser, promptly return all of Discloser's Confidential Information, including, without limitation, summaries, extracts, and any copies thereof. A copy may be retained to comply with applicable law or regulation or retention policies, provided that such retained copy shall continue to be subject to the terms of this Agreement.
 - i. Recipient acknowledges that breach by it of this Section 8 will irreparably harm Discloser and such breach may be inadequately compensable in money damages. Accordingly, Discloser may seek and obtain injunctive relief against breach or threatened breach of this Section 8. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available at law or equity.
9. OTHER ACTIVITIES.
- UsableNet and its affiliates engage in a variety of activities and businesses, including entering into agreements that are similar in nature, scope and duration to this Agreement, and nothing contained in this Agreement shall be construed and/or

interpreted to limit or constrain UsableNet's right to pursue any other businesses or activity or to enter into any other contracts with other parties.

10. FORCE MAJEURE.

Except for payment obligations, neither party shall be liable to the other for any failure or delay in its performance of any obligations due to circumstances beyond its reasonable control, including without limitation, any act of government, civil disturbance, war, interruption or shortage of transportation or any utility, fire, weather, or earthquake; provided that it notifies the other party as soon as practicable and uses its commercially reasonable efforts to resume performance. Each party shall strive to develop and maintain adequate backup systems, procedures, and resources to assure its performance.

11. INDEPENDENT CONTRACTORS.

The parties are independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or employment between them.

12. NON-SOLICITATION.

During the term of the Agreement and for a period of six (6) months after the termination or expiration of this Agreement, each party agrees that it shall not, nor shall it permit its affiliates, directly or indirectly solicit for employment, induce or entice to leave, or hire, any persons who are employees of the other party or who were employees of the other party during the term, and within the preceding six (6) months of the Effective Date, without the prior written consent of the other party, except pursuant to such employee's response to a general solicitation that is not targeted to such employees.

13. UNRELATED ACTIVITIES.

In the event that Customer is involved in any litigation or other action with a party other than UsableNet, and Customer requires UsableNet to participate in such action pursuant to a subpoena or Customer's request, including, but not limited to, producing documents or acting as a witness, Customer shall bear all reasonable fees (including attorneys' fees) incurred by UsableNet in responding to such subpoena or request.

In the event that UsableNet is involved in any litigation or other action with a party other than Customer, and UsableNet requires Customer to participate in such action pursuant to a subpoena or UsableNet's request, including, but not limited to, producing documents or acting as a witness, UsableNet shall bear all reasonable fees (including attorneys' fees) incurred by Customer in responding to such subpoena or request.

14. NOTICES.

Any notice or other communication that a party is required to give to the other party in connection with this Agreement shall be in writing and shall be either served personally or sent by prepaid mail or overnight courier service (except for termination notices, which shall only be made by personal service or by registered or certified mail) addressed as set forth in the first paragraph of this Agreement, or as otherwise agreed to by the parties in writing. A party may change its notification address by prior written notice.

15. ENTIRE AGREEMENT.

This Agreement and its Exhibits and SOWs, which are incorporated herein by reference, constitute the complete and exclusive agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede any and all prior agreements, representations and understandings of the parties, written or oral, with respect to any subject matter set forth in this Agreement. No modification of this Agreement or any SOW will be binding unless executed in writing by a duly authorized representative of each party. The terms of this Agreement shall prevail notwithstanding any conflicting terms or conditions which may appear on, or be incorporated by reference in, a purchase order or other Customer form document. Any other terms or conditions, whether additional, different or inconsistent with those of this Agreement presented in connection with a purchase order or other Customer form document shall be void and

of no effect, and will not be considered an amendment to this Agreement unless it is in writing signed by both parties, expressly referencing this Agreement and the section(s) being modified.

16. GOVERNING LAW.

This Agreement and all transactions contemplated hereby shall be governed, construed, and enforced in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws principles. The parties (a) consent to the exclusive personal jurisdiction of the state courts located in Illinois to resolve any dispute between them arising out of or relating to this Agreement (and irrevocably and unconditionally agree not to commence any such action, suit, or proceeding except in such courts), and each irrevocably waives all right to trial by jury in any action or proceeding arising out of or in connection with this Agreement, (b) waive any objection to the laying of venue of any such action, suit or proceeding in any such courts and (c) waive and agree not to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

17. SURVIVAL.

Sections 1(b), 2, 3, 5, 6, 8, 12, 13 and 16 shall survive expiration or termination of this Agreement.

18. SEVERABILITY.

If any term or other provision of this Agreement or any SOW for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement or such SOW, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable shall be valid and be enforced to the fullest extent permitted by applicable law. Upon such declaration that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement or such SOW so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement or such SOW be consummated as originally contemplated to the greatest extent possible.

19. COUNTERPARTS.

This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or other copy of a signature shall be deemed an original for purposes of this Agreement.

20. AUTHORIZATION.

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement in their official capacity only, and no personal liability shall be assessed. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer

UsableNet Inc.

Signed: _____
Print Name: **Mark R. Stephens**
Title: **Board Chairman**
Date: _____

Signed: _____
Print Name: _____
Title: _____
Date: _____

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16505

SUBJECT: ELLUCIAN CRM ADVISE SOFTWARE SUBSCRIPTION

RECOMMENDATION: That the Board of Trustees approve a 5-year CRM Advise software subscription services Agreement with Ellucian. The Agreement will become effective October 1, 2020 and run through June 30, 2025. The first year software cost is \$76,401 and the implementation is \$71,010 for a total first year cost of \$147,411. The subscription will have a three (3) percent increase annually, and has a total cost of \$476,632 over the life of the contract.

RATIONALE: The CRM Advise platform will be licensed on a Software as a Service (SaaS) model, and Ellucian will be responsible for backups, patches and upgrades over the 5-year term of the Agreement. CRM provides a number of benefits to increase both onboarding and retention of students. It provides a structured onboarding process, academic maps, proactive academic and career advising, and a new early alert system. The platform will automate communication to students in need and will provide Advisors an easy to use dashboard to monitor their students, quickly identifying those in need of intervention.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No



ORDER FORM FOR ADDITIONAL CLOUD SOFTWARE

This Order Form for Additional Cloud Software (the “Order Form”) is between **ELLUCIAN COMPANY L.P.** (“Ellucian”) and **TRITON COLLEGE** (the “Client”). This Order Form amends the General Terms and Conditions Master Managed Services Agreement dated May 5, 2016 (“Cloud Software Agreement”) between the parties, and, collectively, the Cloud Software Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The terms and conditions of the Cloud Software Agreement are incorporated herein by this reference; if any terms of this Order Form conflict with any other terms of the Cloud Software Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. The fees due pursuant to this Order Form are in addition to and not in substitution for fees otherwise due from Client under the Master Agreement and/or the Cloud Software Agreement.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Cloud Software Agreement unless redefined herein. The Cloud Software Agreement is amended to provide that with respect to the Cloud Software licensed pursuant to this Order Form and any subsequently-licensed Cloud Software, the following additional terms shall apply:

“Full Time Equivalent” or “FTE” is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (“IPEDS”) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

Current FTE; Fee Adjustments for FTE and Technology Capacity Increases.

FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the “Contracted FTE” number where specified in the Cloud Software table(s) of an Order Form. Ellucian reserves the right to perform an annual review of Client’s then-current FTE. If Client’s actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian’s then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client’s Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client’s actual FTE decreases below the Contracted FTE at any time during the Software Term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client’s then-current FTE.

3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software Term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client’s failure to provide proper discovery or Client’s failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues

without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

Personal Data. To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in Exhibit D.

Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under this Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

Third Party Components. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

For the additional Cloud Software identified below, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to use the additional Cloud Software for Client's internal use only, on the terms and conditions of the Cloud Software Agreement. This license with respect to the additional Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below) subject to the terms of the Cloud Software Agreement.

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Ellucian Cloud Software

CLOUD SOFTWARE TABLE:

Cloud Software ¹	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
ELLUCIAN CRM ADVISE ^{2,3} <i>Includes:</i> <ul style="list-style-type: none"> • Two Ellucian CRM Advise environments (one production and one non-production) • 1 Block of Bulk Email for CRM Advise (1 block equals 250,000 email sends) ^{5,6} • Ellucian CRM Advise LMS Connector • Ellucian CRM Advise ERP Connector 	The first day of the next month following the Execution Date	June 30, 2025	Microsoft Software Supplement	Included
ELLUCIAN CRM NAMED USERS ⁴ <ul style="list-style-type: none"> • 600 Ellucian CRM Lite Named Users • 20 Ellucian CRM Premium Named Users 	The first day of the next month following the Execution Date	June 30, 2025	Microsoft Software Supplement	Included
TOTAL ANNUAL SUBSCRIPTION FEE:				\$76,401

Notes:

- ¹ The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. For the additional fees set forth in the Services Order Form attached hereto as Exhibit A, Ellucian shall provide to Client the additional services identified in the table(s) contained within that Exhibit on the terms and conditions set forth in the Agreement as modified by this Order Form.
- ² Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- ³ Pricing in this Order Form for Cloud Software allows for up to a tier threshold of 5,999 FTE (“Contracted FTE”); annual pricing is subject to increase in accordance with the FTE terms contained herein.
- ⁴ For the purposes of this Cloud Software, the following definitions will apply: “Premium Named Users” means individuals who have full access to the CRM capabilities within any Ellucian CRM application and are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). “Lite Named Users” means individuals who have read, write, edit, and delete capabilities (based on the role-based access controls that Client decides to enforce) and who are authorized by Client to use the Cloud Software, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Lite Named Users may *not* make data structure changes, manage security roles, manage data through bulk import operations, or configure communication campaigns, goals, workflows, dialogs, system dashboards, system views, or reports. Lite Named Users can use workflows and manage data presented outside of the Ellucian CRM application consoles. Lite Named Users may *not* run reports, goals, or dialogs, and may not manage or send mass communications or email campaigns using Dynamics CRM Marketing Campaign functionality or third party email marketing solutions. Premium/Lite Named User licenses are for Client’s designated users – including 3rd party agents – only and cannot be shared or used by more than one individual; provided, however, that Premium/Lite Named User licenses can be reassigned by Client to individuals replacing former Premium/Lite Named Users who no longer require ongoing use of the Cloud Software.
- ⁵ If Client should exceed the 250,000 bulk email sends during any Contract Year of the Cloud Software Term, Client must purchase additional block(s) of 250,000 of bulk email sends under separate written agreement at Ellucian’s then-current rates. For the avoidance of doubt, if Client does not use all of the bulk email sends contracted for in a given Contract Year, Client will not be entitled to a reduction of or credit against the annual subscription fee paid for that Contract Year and the unused bulk email sends will not carry over into subsequent Contract Year(s).

⁶ Client is responsible for its users' compliance with the messaging policy available at www.sparkpost.com/policies/messaging.

Payment Terms - Annual Subscription Fee: For the additional Cloud Software licensed pursuant to this Order Form, subscription fees for each Cloud Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Cloud Contract Year (except that the invoice for the initial Cloud Contract Year will be issued on or after the Execution Date and will be prorated, if applicable, for a partial initial Cloud Contract Year depending upon the exact Execution Date of this Order Form). Client's payments will be due and payable within thirty (30) days from the date of invoice(s). The "Total Annual Subscription Fee" represents the subscription fees payable for the first full Cloud Contract Year during the Cloud Software Term and will increase by three percent (3%) over the subscription fees payable for the immediately preceding Cloud Contract Year. Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Cloud Software Agreement or any other software or subscription agreement(s) between the parties.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before September 30, 2020.

Ellucian

Client

By:

Authorized Signature

By:

Authorized Signature

Name:

Mark R. Stephens

Printed

Name:

Printed

Title:

Board Chairman

Title:

Date:

Date:

**The last date of signature above is the "Execution Date" of this Order Form.
Client's Billing Contact Information appears below.**

Client

Billing Contact Information

Name:

Address:

City, State, Zip:

MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the “Microsoft Products”) that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
3. NO WARRANTIES BY MICROSOFT. CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
4. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client’s information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage (“High Risk Use”). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client’s use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client’s compliance.



EXHIBIT A TO THE ORDER FORM FOR ADDITIONAL CLOUD SOFTWARE

PROFESSIONAL SERVICES

Ellucian agrees to provide to Client the Professional Services identified in the table(s) below for the fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

TIME AND MATERIALS SERVICES TABLE:

Description ¹	Estimated Hours	Hourly Rate ^{2,3}	Fee ⁴
Ellucian CRM Advise Essentials Implementation	270	\$213	\$57,510
Colleague Project Management Services	54	\$250	\$13,500
TOTAL TIME AND MATERIALS SERVICES FEE:			\$71,010

Notes to Time and Materials Services Table:

- ¹ For a more detailed description of these services, the Statement of Work can be located at the following URL: <https://na11.springcm.com/atlas/Link/Document/15591/29c9420b-1eed-ea11-9c30-d89d6716196d/b44b6d11-1eed-ea11-9c30-d89d6716196d>
- ² Hourly rates and Professional Services specified in this table will be held in place for this project for a period beginning on the Beginning Date and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties.
- ³ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁴ Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms – Time and Materials Services: Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Payment Terms – Expenses and Other Charges: Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.



EXHIBIT B TO THE ORDER FORM FOR ADDITIONAL CLOUD SOFTWARE

Data Protection

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under an Order Form, it will:
 - (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
 - (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and the relevant Order Form;
 - (c) process the Client Personal Data only in accordance with the Client’s instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian’s obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
 - (d) limit access to the Client Personal Data to Ellucian’s employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian’s obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
 - (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
 - (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
 - (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
 - (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with

Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and

(i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.

3. The parties agree that on the termination or completion of the provision of the relevant Software or services the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.



2003 Edmund Halley Drive

Suite 500

Reston, VA 20191

Triton College

Quote Date:

Monday, August 31, 2020

This price quote is provided for budgeting purposes only and provides informational line detail on this proposed package of products and services for your use internally; the price quote though not a binding offer, is based upon limited information presently available to Ellucian regarding your particular needs. The following tailored solution is conditioned upon full execution and delivery of a separate written contract following mutual discovery of options, needs, and capabilities.

All pricing contained in this price quote is valid for 30 days from the Quote Date listed above.

Investment Summary - Overview of Pricing Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Software & Subscriptions						
Subtotal	\$76,401	\$78,693	\$81,054	\$83,485	\$85,990	\$405,622
Proposed Services						
Subtotal	\$71,010	\$0	\$0	\$0	\$0	\$71,010
Total	\$147,411	\$78,693	\$81,054	\$83,485	\$85,990	\$476,632

Ellucian Cloud Solutions	Annual Net
Ellucian CRM Lite Named Users—600 Users	\$16,500
Ellucian CRM Premium Named Users—20 Users	\$6,000
Ellucian CRM Advise - SaaS	\$52,901
Bulk Email for CRM Advise (block of 250,000 email sends)	\$1,000
CRM Advise Cloud Toolkit (Bundled)	\$0
CRM Advise ERP Connector - Colleague (Bundled)	\$0
CRM Advise ERP Connector for Banner (Bundled)	\$0
CRM Advise LMS Connector for Blackboard (Bundled)	\$0
CRM Advise LMS Connector for Blackboard (Bundled)	\$0
CRM Advise LMS Connector for Moodle (Bundled)	\$0
CRM Advise LMS Connector for Moodle (Bundled)	\$0
Ellucian Cloud Solutions Subtotal	\$76,401

Ellucian Time & Materials Professional Services	Hours	Hourly Rate	Estimated Fee
Ellucian CRM Advise Essentials Implementation	270	\$213	\$57,510
Colleague Project Management Services	54	\$250	\$13,500
Ellucian T&M Services Subtotal	324		\$71,010

Ellucian Proprietary and Confidential Information

Prices quoted in US Dollars. Quote valid for 30 days from Monday, August 31, 2020

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16506

SUBJECT: AGREEMENT WITH GOTTLIEB COMMUNITY HEALTH SERVICES CORPORATION d/b/a MACNEAL HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the Education Affiliation Agreement with Gottlieb Community Health Services Corporation d/b/a MacNeal Hospital to provide clinical training opportunities. This Agreement shall commence September 1, 2020 and remain in effect for a period of one year expiring on August 31, 2021. At the end of the Initial Term, this Agreement shall automatically renew for three successive one year periods unless terminated by either party. During either the Initial Term or Renewal Periods of the Agreement, either party may terminate the Agreement with or without cause, upon ninety (90) days advance written notice to the other party. Any students participating in a clinical rotation at the time of termination of the Agreement shall be permitted to complete the rotation under the terms and conditions stated therein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Diagnostic Medical Sonography, Vascular Sonography, Nuclear Medicine Technology, Surgical Technology and Sterile Processing Technician programs to participate in clinical education experiences at MacNeal Hospital. This is a MacNeal Hospital contract and stands as presented.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (“Agreement”) is entered into as of the 19th day of August, 2020 by and between **Gottlieb Community Health Services Corporation d/b/a MacNeal Hospital**, an Illinois not-for-profit corporation (“Hospital”) and Community College District 504, commonly known as **Triton College**, (“Institution”) an Illinois community college. For purposes of the Agreement, Hospital and Institution shall each be referred to as a “party” and collectively as the “parties.”

WHEREAS, Institution seeks to offer clinical education experience to its enrolled students in the programs outlined in attached Exhibit A and incorporated hereto;

WHEREAS, Hospital recognizes the importance in aiding the educational development of health care professionals and persons seeking to become health care professionals and is willing to make its premises available for such purposes;

WHEREAS, the parties wish to enter into an agreement that sets forth the terms and conditions of engaging in a program for clinical education (the “Program”) at Hospital for students enrolled at Institution.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

I. INSTITUTION DUTIES

- A. Clinical Experience. Institution shall plan and administer the academic aspects of the Program in compliance with the requirements of all applicable laws, regulations, rules, and licensing or accrediting agencies. Institution shall modify the Program as necessary to accommodate Hospital’s requirements if such modifications are consistent with the requirements of the licensing and accrediting agencies and applicable laws, rules and regulations applicable to the Institution.
- B. Student Records.
 1. Institution Duties and Responsibilities. Institution acknowledges that it is an “educational agency or institution” subject to the requirements of the Family Education Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g). The parties agree that (a) Institution has direct control over student records for the purposes of FERPA and (b) since Hospital is not an “educational agency or institution” and does not receive any funds from the United States Secretary of Education, Institution is the party responsible for FERPA compliance. The parties further agree and acknowledge that (a) Hospital will need to have access to student records for legitimate educational interests and (b) Hospital may create and/or maintain records (such as for example immunization records or records relating to the students’ clinical instruction) that may become part of the students’ education records. As part of its responsibilities under FERPA,

Institution shall be responsible for all recordkeeping relating to (a) any required documentation of Hospital's access to a student's records and/or (b) Institution's disclosure of personally identifiable information from a student's education records to Hospital pursuant to this Agreement without the eligible student's written consent.

2. Institution Acknowledgment and Notification. Institution acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students, which, among other matters, informs each eligible student that he/she, has the right to:
 3. Inspect and review his/her education record;
 4. Seek amendment of his/her education record that the eligible student believes to be inaccurate, misleading, or otherwise a violation of the student's privacy rights; and
 5. Consent in writing to disclosures of personally identifiable information contained in his/her education record, except to the extent FERPA authorizes disclosure without such written consent.
- C. Student Names. Institution shall provide the names of students who will participate in the Program as soon as possible after registration for each semester, but in no event later than one week before the beginning of the Program at Hospital.
- D. Supervision. Institution shall supervise all students in accordance with pertinent laws and regulations. All student observations and/or clinical experiences shall be subject to the approval of Hospital. Institution shall bear no obligation for patient care.
- E. Training. Institution shall provide adequate preclinical instruction to each student in accordance with standards mutually agreeable to Institution and Hospital and shall present for clinical experience at Hospital only those students who have satisfactorily completed the preclinical instructional program. Furthermore, Institution shall screen the students for training, background, and experience and shall recommend for placement in the Program only those students who meet the requirements for participation mutually established by Institution and Hospital.
- F. Background Check. **If student will have direct contact with patients, student must satisfy background check.** The Institution shall inform students that they will be required to coordinate with Hospital to undergo a felony and misdemeanor criminal background check showing "no findings" on each student and provide evidence of such to Hospital prior to placement at a Hospital facility. However, any felony conviction within the previous five (5) years, and certain other

convictions regardless of the length of time since conviction, as determined by Hospital, will preclude a student from participating in the Program.

- G. Government Healthcare Exclusion. Institution hereby represents and warrants that student is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program (<http://oig.hhs.gov/exclusions>). Institution shall notify Hospital immediately in accordance with the notice provisions of this Agreement of any such conviction, exclusion, debarment, or ineligibility.
- H. Policies. Institution shall instruct all of its students assigned to Hospital with regard to, and shall monitor and assure compliance with, all rules, regulations, standards, bylaws, and policies and procedures of Hospital and its affiliates, including, but not limited to, those relating to (a) the confidentiality of patient and Hospital records and information and (b) the responsibility and authority of the medical, nursing, and administrative staff of Hospital over patient care and Hospital administration. Institution shall instruct all of its students that Hospital identification badges must be worn at all times students are in Hospital facilities.
- I. OSHA Training. Institution shall document the appropriate training of its employees and students concerning applicable Occupational Safety and Health Administration (“OSHA”) requirements, including, without limitation, blood borne pathogens. Institution shall make such documentation available for Hospital’s review upon request.
- J. HIPAA Training. Institution shall document the appropriate training of its employees and students concerning applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, and all implementing regulations.
- K. Confidentiality and Network Access Agreement. Each of Institution’s students and school faculty participating in the program must read and sign the Loyola University Health System/Trinity Health Confidentiality and Network Access Agreement before coming to MacNeal. Any student's breach of the Confidentiality and Network Access Agreement will result in the immediate discontinuation of the student’s experience at McNeal.
- L. MacNeal Hospital Clinical Experience Participation Agreement. Each of Institution’s students participating in the program must read and sign the MacNeal Hospital Clinical Experience Participation Agreement attached as Exhibit B and incorporated hereto.
- M. Health Certification of Students. Institution shall ensure each Student assigned to Hospital shall provide Hospital with the following two weeks prior to the beginning of the clinical rotation:

1. Completion of Hospital's Immunization Information Form.
2. Two-step tuberculin skin or Quantiferon Gold test (must be completed not more than three months prior to start date). The Tuberculin Assessment Form must be completed if previous tuberculin test was positive. If student has a history of a positive TB skin test/Quantiferon test, or tests positive for TB, documentation of the positive test is required a copy of a chest x-ray taken within the past three months. If student took medication for active/latent tuberculosis, records must be provided.
3. If born before January 1, 1957, documentation of measles, mumps and rubella ("MMR") titers showing immunity. If non-immune, two MMR vaccinations.
4. If born after January 1, 1957, documentation of two MMR vaccinations.
5. Proof of having had the chicken pox, Tetanus, Diphtheria and Pertussis titer as showing immunity. Verification of immunity to varicella provided by proof of two (2) varicella vaccines or titer showing immunity. Proof of immunization against Tetanus, Diphtheria and Pertussis (TDaP) received after the age of 18.
6. Evidence of Cardiopulmonary Resuscitation (CPR) certification and/or skills.
7. Institution will provide Hospital with evidence that Student(s) has received the vaccination against Hepatitis B, proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by Student that expressly holds the Hospital harmless for any Hepatitis B exposure or infection that may result from Student's clinical experience at Hospital), and/or such other immunization and health-related testing as may be required by the State Department of Health Services or the Occupation Health and Safety Administration for each student assigned to Hospital, as these requirements may change from time to time. For purposes of this Agreement, Student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one injection of the vaccine and is in the process of completing the required services of three injections.
8. Evidence that student has received the seasonal flu vaccination (between the months of October and April) in accordance with Hospital's policy.

Institution shall be responsible for obtaining and maintaining records of the above requirements. Upon request, Institution shall provide Hospital with evidence that

said requirements have been satisfied. Any students who do not satisfy the above requirements will not be placed at Hospital.

- L. Notification. Institution shall notify the appropriate Hospital department at least thirty (30) days prior to the date Institution desires to establish a clinical experience for its students. Such notice shall include Institution's overall plan for the use of Hospital's facilities, including the objectives, approximate number of students for each term or semester, dates, times, and levels of each student's academic preparedness. Institution shall again notify the one business day prior to the date the clinical experience is scheduled to commence.
- M. Control Over Academic Aspects. Institution shall have complete control over all academic aspects of the Program, including, but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations, and discipline.

II. HOSPITAL DUTIES

- A. Hospital Use. Hospital shall provide for the reasonable and appropriate use of its facilities by students enrolled in Institution or otherwise provided by Institution
- B. Clinical Site. Hospital shall offer clinical experiences through which Institution's students may maintain and/or acquire skills.
- C. Control Over Direct Patient Care. Hospital shall plan and administer all aspects of patient care at Hospital and shall have complete control and responsibility over the care of patients under the Program. Hospital has the sole right to determine the patients with whom students work. Hospital shall provide qualified supervision of all patient care activities involving Institution's students, and all student interaction with patients shall occur under the supervision of qualified Hospital personnel.
- D. Faculty Patient Contact. No faculty member of Institution shall have any direct contact with Hospital patients unless he or she receives advance written permission from Hospital.
- E. Services. During clinical education experiences under the Program, students shall be permitted to participate in professional services at Hospital facilities under the supervision of the appropriate professional staff of Hospital and Institution. The scope of students' participation will be determined by the applicable Hospital policies, to the extent permitted by law, and at discretion of Hospital staff.
- F. Temporary Removal. In the event of an emergency, or when required in other situations, Hospital personnel shall have the right to temporarily relieve or remove a student from a specific assignment or require that such student leave an area or department.

- G. Termination of Student Participation. At the Hospital's sole reasonable discretion, Hospital may terminate the participation of any student in any clinical education experience governed by this Agreement if Hospital determines that student failed to observe applicable policies, procedures, rules, or regulations of Hospital or the instruction of Hospital supervisors, or has in any other manner compromised an acceptable standard of patient care. Said removal shall not be subject to any substantive or procedural rules governing student rights. Hospital shall provide verbal and written notice to Institution of any such termination of student participation in the Program, and Institution shall immediately comply with such notice.
- H. Non-discrimination. No student or Institution staff shall, on the grounds of race, color, gender, creed, religion, age, national origin, or any other protected status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a student or staff is qualified, Hospital shall not discriminate against any student because of physical or mental handicap. Hospital agrees to treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all clinical activities associated with this Agreement and to afford such individuals reasonable accommodations at the expense of Institution. Hospital and Institution shall maintain a sexual harassment and Drug Free Policy as required by applicable law.
- I. Non-teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Hospital medical staff from designating any patient as a non-teaching patient.
- J. Right of Refusal. No provision of this Agreement shall prevent Hospital from refusing to accept any student who has previously been discharged for cause as an employee of Hospital, who has been removed from or relieved of responsibilities for cause by Hospital, or who would not be eligible to be employed by Hospital. Hospital shall notify Institution in writing of its refusal to accept a student and the basis for the refusal. Institution shall not thereafter submit such student for clinical experience at Hospital.
- K. Student Records.
1. Hospital's Duties and Responsibilities. Pursuant to Institution's FERPA policy, Hospital is a service provider that performs under contract with the Institution. Accordingly, Hospital is designated as a school official for the purposes of FERPA. Institution agrees that the Hospital officials have a legitimate educational interest in having access to students' education records; that Hospital officials and employees are performing services or functions for which Institution would otherwise use employees; that for the purposes of FERPA, Hospital officials are under the direction of Institution with respect to the use and maintenance of student records; and

that Hospital is subject to FERPA requirements with respect to redisclosure of personally identifiable information, specifically the requirement in 34 C.F.R. § 99.33 that Hospital will not disclose personally identifiable information from a student record without the prior written consent of the eligible student, unless the disclosure meets one of the exceptions recognized by FERPA.

III. MUTUAL DUTIES

- A. Student Assignment. Institution and Hospital shall mutually agree upon assignment of students to particular Hospital facilities.

IV. RELATIONSHIP OF THE PARTIES

- A. Legal Status. It is understood and agreed that the students are enrolled in a professional education program offered by Institution. Institution's students shall not be deemed or considered to be employees of Hospital for any purposes, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, and social security. At no time shall students replace or substitute any employee of Hospital. This provision shall not be deemed to prohibit the employment of any such student by Hospital under a separate employment agreement.
- B. Independent Contractor. Nothing in this Agreement is intended or shall be deemed or construed to create any relationship between the parties other than that of educational affiliation. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

V. TERM AND TERMINATION

- A. Term and Extension Period. This Agreement shall commence upon September 1, 2020 ("Effective Date") and shall remain in effect for a period of one year expiring on August 31, 2021 (the "Term"). At the end of the initial Term, this Agreement shall automatically renew for three successive one year periods unless terminated by the parties ("Renewal Period").
- B. Termination by Either Party. During either the Term or Renewal Period of the Agreement, either party may terminate the Agreement with or without cause upon ninety (90) days advance written notice to the other party. Any students participating in a clinical rotation at the time of termination shall be permitted to completed the rotation under the terms and conditions stated herein.
- C. Legal Opinion. If Hospital obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged

by any governmental agency as illegal, improper, or resulting in fines, penalties, exclusion from the Medicare or Medicaid programs, loss of tax-exempt status, or its ability to obtain tax-exempt financing, Hospital may terminate this Agreement by providing written notice, including a copy of such opinion, to Institution. Within ten (10) days of such notice, the parties shall meet to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their initial meeting, this Agreement shall automatically terminate.

- D. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of the facility or department, etc., or any other cause beyond the reasonable control of the party, such non-performing party shall be excused from the performance by the other party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay, or stoppage. Notwithstanding this provision, either party may terminate this Agreement immediately upon written notice to the other party if such events continue for more than thirty (30) days.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. Confidential or Proprietary Information. During the Term and any Extension Period of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, Institution and/or students shall hold all data and information, in any form, that is confidential or proprietary to Hospital used or encountered during the Term or any Extension Period of this Agreement (“Proprietary Information”) in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Hospital, unless required by law. In the event that Institution and/or a student is required (whether by statute, regulation, law, or order of a court of competent jurisdiction) to disclose any Proprietary Information, Institution and/or the student shall provide Hospital with prompt written notice of any such requirement to permit Hospital the opportunity to seek a protective order or other appropriate remedy.
- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients, and information included in the patient’s medical records shall be confidential and shall not be disclosed by Institution or students other than for use in direct patient care unless authorized in writing by Hospital or as may be required by law. Without limiting the foregoing, Institution agrees to comply with all applicable federal and state confidentiality laws including, without limitation, HIPAA, as amended, and its related regulations.

- C. Records. Hospital shall have custody and control of all medical records and charts in patient files. Neither Institution nor any student may remove or copy such records except with written permission of Hospital.
- D. Studies and Research. Institution and students shall submit all reports, projects, theses, and publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement to Hospital for review and approval prior to release. Approval by Hospital shall not be unreasonably withheld.

VII. INDEMNIFICATION AND INSURANCE

- A. Institution Indemnification. Institution agrees to indemnify, defend, and hold Hospital and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the actions or omissions of Institution, its faculty, or its students in connection with the performance of their duties and obligations under this Agreement.

Institution, 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.

- B. Hospital Indemnification. Hospital agrees to indemnify, defend, and hold Institution and its directors, officers, employees, and agents harmless from and against any claims, liabilities, losses, costs, damages, or expenses, including reasonable legal fees and expenses, of any kind or nature arising out of the negligent actions or omissions of Hospital and its directors, officers or employees in connection with the performance of their duties and obligations under this Agreement.
- C. Methods of Indemnification. In the event of an indemnification, the indemnified party shall have the option of either (a) providing its own defense for which the indemnifying party shall promptly pay the indemnified party its reasonable cost and expenses or (b) tendering the defense to the indemnifying party, which shall assume it.
- D. Notification. Each party shall notify the other as soon as practicable, in no event later than ten (10) days of receipt of any lawsuits, claims, or notices of intent to file a lawsuit based in any manner on services rendered or performed under this Agreement.
- E. Professional Liability Insurance. Institution shall not assign any Students or instructors to Hospital facilities until Institution can demonstrate professional liability insurance coverage with policy limits of One Million Dollars

(\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

- F. General Liability Insurance. Institution shall not assign any students or instructors to Hospital facilities until Institution can demonstrate general liability insurance coverage with policy limits of One Million Dollars (\$1,000,000) per claim or occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The amounts of insurance specified under this Section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the sum of limits specified.
- G. Extended Reporting Period Insurance ("Tail Policy"). In the event that the professional or general liability insurance coverages required under this Agreement are provided under a "claims-made" form, each Party shall maintain such insurance coverage(s) for a period of not less than three (3) years following the last date on which any person covered by such insurance(s) participated in the Program. If either party obtains a separate "tail policy" to provide such continuing coverage, the "tail policy" shall have the same limits as the primary professional or general liability policy.
- H. Student Health Insurance. Institution will ensure that each student participating in the Program at Hospital has health insurance to cover emergency health care for illnesses or injuries resulting from the Student's field experience in the Program at Hospital. It shall be the responsibility of the Student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care.
- I. Proof of Insurance. Attached to this Agreement as Exhibit C is a copy of each Party's certificates of insurance required under this section. Updated certificates of insurance shall be provided annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without 30 days prior written notice to the other party.

VIII. MISCELLANEOUS

- A. Governing Law. The laws of the State where the services are to be performed govern this Agreement.
- B. Venue. Venue shall be proper only in the jurisdiction where the Services were performed or delivered.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by authorized agents of both of the parties.

- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement shall be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed by written agreement of the parties to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, or with a nationally-recognized courier to Hospital or Institution at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Any notice provided to Hospital shall be directed to:

MacNeal Hospital
3249 S. Oak Park Avenue
Berwyn, IL 60402
Attn. President

With a copy to:

Office of the General Counsel
Loyola University Health System
One Westbrook Corporate Center
Suite 840
Westchester, IL 60154

If to the Institution:

Triton College
Pamela Harmon, Dean, Health Careers and Public Service Programs
H-120
2000 North Fifth Avenue
River Grove, IL 60171

With a copy to:


Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

- I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third party beneficiaries.
- J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.
- K. Entire Agreement. This Agreement, including all exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements, and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.
- L. Assignment. This Agreement may not be assigned, except by Hospital to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- M. This Agreement is executed by an authorized representative of Institution in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- N. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of the page is left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**GOTTLIEB COMMUNITY HEALTH SERVICES CORPORATION
D/B/A MACNEAL HOSPITAL**

Signature: 
Name: M.E. Cleary
Title: President
Date: 8/19/20

TRITON COLLEGE, DISTRICT 504

Signature: _____
Name: Mark R. Stephens
Title: Board Chairman
Date: _____

EXHIBIT A
CLINICAL PROGRAMS

Diagnostic Medical Sonography

Vascular Sonography

Nuclear Medicine

Respiratory Care

Surgical Technology

Sterile Processing

EXHIBIT B

**MACNEAL HOSPITAL
CLINICAL EXPERIENCE PARTICIPATION AGREEMENT**

I, _____ ("Student"), in consideration of participating in the clinical education program provided by MacNeal Hospital, through my participation in MacNeal Hospital clinical training program, hereby agree to the following:

1. I will comply with all applicable standards of care, policies, procedures, rules and regulations of MacNeal Hospital, and the instructions of MacNeal Hospital supervisors, including but not limited to, those governing patient confidentiality. I will further observe conservative and professionally appropriate modes of dress, behavior and grooming at all times.
2. I will participate in clinical education and training opportunities in accordance with the instructions of MacNeal Hospital supervisors.
3. Student will submit proof of a negative status of TB confirmed by either TB test or results of a CXR and an immunization record I understand that if I refuse any immunizations or health-related testing, I may be terminated from the clinical training program at MacNeal Hospital. In the event, however, that I refuse the Hepatitis B vaccination, I will not be terminated from the Program if I promptly sign a written waiver expressly holding MacNeal Hospital harmless for any Hepatitis B exposure or infection that might result from clinical experience at MacNeal Hospital.
4. I understand and acknowledge that MacNeal Hospital has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the clinical education program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of MacNeal Hospital supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. I hereby voluntarily release MacNeal Hospital and their employees, agents and medical staff from any and all liability based on such actions.
5. I acknowledge that the clinical experience received by me from MacNeal Hospital shall be received as a student of "INSTITUTION" as a part of my professional training, and not as an employee of MacNeal Hospital. I understand that as a participant in this

clinical education program, I shall not be entitled to compensation or employee benefits, nor shall I be considered an employee of MacNeal Hospital for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, social security, or any other purpose.

6. I understand and acknowledge that "INSTITUTION" shall have complete control over all academic aspects of the Program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release MacNeal Hospital and their employees, agents and medical staff from any and all liability based on such actions.
7. I understand that I am required to have health Insurance sufficient to cover emergency health care for illnesses or injuries resulting from my educational experience in the Program at MacNeal Hospital. I also understand it is my responsibility to provide payment or adequate health insurance coverage for such emergency care and any subsequent care as well as payment of any co-pays or deductibles.
8. I understand that if I am injured or become ill as a result of my experience at MacNeal Hospital and if a recommendation is made that I go to the Emergency Department for an evaluation I am under no obligation to do so. However if I elect not to be seen as recommended, MacNeal Hospital may, in its sole discretion, require that I depart the premises and not return unless or until I am cleared by a health care provider for either the injury or illness which resulted in the recommendation in the first instance.
9. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and have it explained to me before signing it.

Participant's Signature

Date: _____

EXHIBIT C
CERTIFICATES OF INSURANCE

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16507

SUBJECT: AGREEMENT WITH HARTGROVE HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the Educational Affiliation Agreement with Hartgrove Hospital. This Agreement shall commence upon execution by both parties on September 22, 2020, and shall remain effective for a term of three (3) years, expiring on June 30, 2023. Before that time, either party may terminate this contract upon thirty (30) days written notice to the other party, at any time and for any reason. In the event of termination of the Agreement, students then actively enrolled will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement between Hartgrove Hospital and Triton College will provide clinical mental health experiences to students enrolled in Triton's Associate Degree Nursing Program. This is a Hartgrove Hospital standard contract.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Diane Viverito
Secretary**

Date

Related forms requiring Board signature: Yes No

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of September, 2020, by and between Community College District 504, commonly known as Triton College (“School”) and UHS of Hartgrove, Inc. dba Hartgrove Hospital (“Facility”).

RECITALS

WHEREAS, School desires to provide appropriate clinical learning experiences to its Students in its clinical programs (“Students”);

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

- A. Assignment of Students. Students subject to this Agreement are assigned to Facility by School for the purpose of developing the Student’s clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. Schedule of Assignments. Prior to the initiation of any program for Students, the School shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ clinical education experience. The Facility and School shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.
- C. Designated Representative. The Facility and School shall each appoint a designated representative to coordinate the clinical education experience, and to work with the School’s instructors and Students to facilitate a meaningful experience. The designated representative shall be confirmed in writing by each party and may be changed only with written notice from the authorized agent of each party.
- D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, School and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and School shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between School and Facility and none of the benefits of employment available at one entity shall be available to employees of the other entity, including the accrual of tenure.

2. Students. The parties acknowledge that the Students of the School are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the School are not to be considered employees of either the School or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By School. School may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility, the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the School of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the School after reviewing the matter and considering whatever factual information the Facility provides for the School; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

- I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, School, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. School Responsibilities

- A. School will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program following agreement by the Parties of the dates of the clinical education program and the number of student participants. School is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. School will notify Facility in writing of any change or proposed change in a Student's status.
- B. School will assign only those Students who have satisfactorily completed those portions of School curriculum that are prerequisite to Program participation.
- C. School shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and inform Students of the requirement to provide verification of those checks to Facility.
- D. Liability Insurance. School shall, at all times during the term of this Agreement, maintain the following insurance coverage for its Students and provide evidence of the following insurance coverage:
 1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If School personnel will be on-site at Facility's premises, then School shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, and One Million Dollars (\$1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;
3. Workers' Compensation for School's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and School shall waive its right of subrogation; and

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, School shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

School shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not reasonably acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to School for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of School's obligation to maintain such insurance.

E. Representations and Warranties.

1. School represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If School's personnel will be on site at Facility's premises, then School additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has informed the individual of the necessity to perform criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law;

and (4) has evaluated and reviewed each person's references, when applicable. School shall provide Facility with evidence of compliance with this paragraph upon request.

2. School also represents and warrants to Facility that neither School nor any person providing services on behalf of School is a "Sanctioned Provider" meaning that neither nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in School or any person providing services on behalf of School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and School shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
3. It is the intention of Facility and School that each shall abide by all federal regulations prohibiting fraud, abuse and self-referral, including, without limitation: the anti-fraud provisions of the Social Security Act, the Federal Anti-Kickback Statute, the Stark Law and the Federal False Claims Act.

F. Confidentiality of Patient Information (HIPAA Requirements). School shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. School shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
2. School further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, School, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
3. School agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
4. School's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. School will notify each Student of his or her status and responsibilities pursuant to this Agreement.

G. Confidentiality of Facility Information. School understands and agrees that in connection with this Agreement, School and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, School agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by School's duties under this Agreement and with the consent of Facility, School may disclose information relating to the operations of the Facility to members of the medical staff, state licensing or accrediting agencies and the Joint Commission. School will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

H. Publications. School will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the School nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. School shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. School and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. School and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is

further required to obtain and continue personal Health Insurance, at his/her own expense, throughout the term of his/her participation in the Program.

- J. Facility Policies, Rules, and Regulations. School shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. School will specifically cover with each Student his or her responsibility to:
1. Observe and respect all patient's rights, confidences, and dignity:
 2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
 3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be solely that of Students, not Facility or School.
- K. Indemnification. School shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of School, its employees or agents.
- L. Business Associate Agreement. School shall not have access to Facility patients' PHI and, in the event this occurs, School shall execute Facility's standard Business Associate Agreement.

III. Facility Responsibilities

- A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from School, for the Students in the program.
- D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.
- E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the School.

- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be solely responsible for the costs of all care.
- G. Indemnification. Facility shall indemnify and hold School harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by School as a result of any breach of this Agreement or any acts or omissions of Facility, its employees or agents.
- M. Liability Insurance: The Facility shall maintain general and professional liability insurance (or comparable coverage under a program of self-insurance) with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Facility shall provide School with proof of coverage upon request.

IV. Terms of Agreement

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice, signed by an authorized agent, at any time and for any reason.
- B. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment and such amendment is signed by the authorized agent of each party.
- C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

- A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. Notice. All notices, demands, requests, or other communications required to be given or sent by School or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To School
Triton College
2000 5th Ave.
River Grove, IL 60172
Attention: Pamela Harmon, Dean of Health Careers and Public Service Programs
H-120

2. To Facility:
Hartgrove Hospital
5730 West Roosevelt Road
Chicago IL 60644

- D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.
- E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.
- F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Authorized Agent. This Agreement is executed by an authorized representative of School the representative's official capacity only and the representative shall have no personal liability under this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

FACILITY

-Triton College

By _____
Chief Executive Officer

By _____
Mark R. Stephens/Board Chairman

Date: _____

Date: _____

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

Meeting of September 22, 2020

ACTION EXHIBIT NO. 16508

**SUBJECT: 2020 FEDERAL TRANSIT ADMINISTRATION (FTA)
CERTIFICATIONS AND ASSURANCES**

RECOMMENDATION: That the Board of Trustees approve the 2020 FTA Certifications and Assurances. This certification allows Triton College to continue to provide the Success Express Shuttle Bus Service. There is no cost to Triton College associated with the FTA Certifications and Assurances.

RATIONALE: PACE has informed the College that the submission of the FTA Certifications and Assurances is required annually in order to remain in compliance with federal statutes and regulations.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Diane Viverito
Secretary**

Date

Related forms requiring Board signature: Yes No

FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of categories 01–20. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Construction Hiring Preferences

20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Mark R. Stephens, Board Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act’s Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

Triton College Connect Newsletter

The following firms have been invited to submit bids for printing the Triton College Connect Newsletter. 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, Tuesday, September 1, 2020, they were publicly opened and read aloud in room A 300. Bids were opened by John McGarry, Purchasing Manager, and witnessed by witnessed by Nancy Schafer, Purchasing Assistant.

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

NET COST
\$20,715.00

It is recommended that the Board of Trustees accept the proposal submitted by FLC Graphics 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	01-80300520-540200005
A/C Name	Marketing -Printing
Budget (tentative)	\$212,000.00
Prev. Expend.	3,843.78
Schedule	20,715.00
Balance	\$187,441.22

DISTRIBUTION:

B.

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 9/1/20

Re: Bid Results

S. Sullivan
9/1/20

Four printers submitted a bid for the printing of the Connect Newsletter 2020/21. The bid is for three issues. These bids are based on printing 141,500 copies of a 4 page self-cover. Prints four-color on 60# Gloss Text throughout with no bleed.

The bid is as follows:

Midstates Group	\$48,717.18
Creekside	\$23,439.78
Breese	\$23,049.66
FCL Graphics	\$20,715

Accepting the bid from FCL Graphics is recommended.

Triton College
Connect Newsletter

Cost per issue Version #1	FCL Graphics	Breese Publishing	Creekside Printing	Midstates Group
Quantity 141,500 per Issue	\$ 6,056.00	\$ 6,559.47	\$ 7,813.26	\$ 9,823.56
Ink: 4 color process	included	included	included	included
Paper: 60# gloss text	included	included	included	included
Delivery	275.00	\$ 700.00	included	\$ 3,243.00
Simplified mailing (141,250 copies)	574.00	\$ 423.75	included	\$ 3,172.50
Other costs	included	included	included	included
Total cost per issue for 141,500 copies per issue	\$ 6,905.00	\$ 7,683.22	\$ 7,813.26	\$ 16,239.06

Cost for 3 issues

Total cost for 3 issues (total cost X 3)	\$ 20,715.00	23,049.66	23,439.78	48,717.18
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Cost per additional 1000 copies	34.16	46.35	47.76	
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Cost per issue Version #2

Quantity 141,500 per Issue	\$ 6,252.00	6,400.07	7,339.95	9,769.37
Ink: 4 color process	included	included	included	included
Paper: 60# white offset	included	included	included	included
Delivery	275.00	700.00	included	3,243.00
Simplified mailing (141,250 copies)	574.00	423.75	included	3,175.50
Other costs	included	included	included	included
Total cost per issue for 141,500 copies per issue	\$ 7,101.00	7,523.82	7,339.95	16,187.87

Cost for 3 issues

Total cost for 3 issues (total cost X 3)	\$ 21,303.00	22,571.46	22,019.85	48,563.61
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Cost per additional 1000 copies	35.13	45.23	47.16	
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SPECIFICATIONS

NAME

Triton College Connect Newsletter – Please provide a cost for **two versions** both printed and mailed 3 issues per year.

QUANTITY

Both Versions 141,500 per issue; give price for additional M's.

SIZE AND BINDERY

Both Versions 4 page self-cover (One 21 x 12 sheet folded to 10 1/2 x 12 – folded again for mailing to 5.25 x 12).

INK

Both Versions Four-color (process) throughout.

PAPER

Version 1 60# gloss text Note: Clearly indicate whether or not cost of paper is included in base price of bid.

Version 2 60# white offset Note: Clearly indicate whether or not cost of paper is included in base price of bid.

BLEEDS

Both Versions No bleeds.

COPY

Files provided via e-mail.

TURNAROUND

Each issue will require a five-day turnaround.

PROOFS

A PDF of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

141,250 copies to be prepared for simplified mailing and delivered to the CAROL STREAM POST OFFICE 550 Fullerton Ave, Carol Stream, IL 60188. 250 copies delivered to Triton College.

NEWSLETTERS 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 CURRENT SUBSCRIPTION OF USPS CERTIFIED DELIVERY STATISTICS OR COMPARABLE ZIP CODE/CARRIER ROUTE INFORMATION THAT IS USPS CERTIFIED AND VALID WITHIN 90 DAYS BEFORE THE MAILING DATE (MUST SUBMIT WITH FINAL BID, OR THE BID WILL BE DEEMED INCOMPLETE). 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 LORISILVESTRI@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, DIRECTOR OF MARKETING SERVICES, AT (708)456-0300, EXT. 3172.

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

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

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

Northern Printing Network
2801 Lakeside Dr Ste 110
Bannockburn, IL 60015

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

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

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

Topweb
5450 N Northwest Highway
Chicago, IL 60630

EP Graphics
169 Jefferson St
Berne, IN 46711

Envision3
225 Madsen Dr
Bloomington, IL 60108

Spring 2021 Triton College Districtwide Schedule of Classes

The following firms have been invited to submit bids for printing the Spring 2021 Triton College 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 1:10 p.m., local time, Tuesday, September 1, 2020, they were publicly opened and read aloud in room A 300. Bids were opened by John McGarry, Purchasing Manager, and witnessed by witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Breese Publishing Company 8060 Old Hwy. 50 Breese, IL 62230	\$39,997.00

It is recommended that the Board of Trustees accept the proposal submitted by Breese Publishing 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	01-80300520-540200005
A/C Name	Marketing -Printing
Budget (tentative)	\$212,000.00
Prev. Expend.	24,558.78
Schedule	39,997.00
Balance	\$146,856.22

DISTRIBUTION:

B.

MEMORANDUM

To: Sean Sullivan

From: Sam Tolla

Date: 9/1/20

Re: Bid Results



Five printers submitted a bid for the printing of the Triton Spring 2021 Combined Schedule. These bids are based on printing 144,000 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 bid is as follows:

FCL Graphics	\$73,220
Mid-States Group	\$50,945
Woodward Printing	\$46,146
KK Stevens	\$45,856.80
Breese Publishing	\$39,997

Accepting the bid from Breese Publishing is recommended.

Spring 2021 - Districtwide Schedule of Classes

Vendor Name	Breese Publishing	Mid-States Group	Woodward Printing	FCL Graphics	KK Stevens Publishing
144,000	39,997.00	50,945.00	46,146.00	71,147.00	45,856.80
Delivery	Included	Included	Included	1,275.00	Included
Simplified Mailing	Included	Included	Included	798.00	Included
Storage	Included	Included	Included	25 mo	Included
Total	39,997.00	50,945.00	46,146.00	73,220.00	45,856.80

SPECIFICATIONS

NAME

Spring 2021 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

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

SIZE

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

INK

Two color throughout interior (Black and pms 202); 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 3-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 Oct. 7th, 2020.

PROOFS

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

DELIVERY

3,000 schedules are to be delivered approximately Oct. 14, 2020 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 Nov. 30, 2020.

MAILING/2ND DELIVERY

141,000 copies to be prepared for simplified mailing and delivered approximately Nov. 30, 2020 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 CURRENT SUBSCRIPTION OF USPS CERTIFIED DELIVERY STATISTICS OR COMPARABLE ZIP CODE/CARRIER ROUTE INFORMATION.

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

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

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

Northern Printing Network
2801 Lakeside Dr Ste 110
Bannockburn, IL 60015

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

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

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

Topweb
5450 N Northwest Highway
Chicago, IL 60630

EP Graphics
169 Jefferson St
Berne, IN 46711

Envision3
225 Madsen Dr
Bloomington, IL 60108

Card Access Entry – Buildings R & T

6 firms submitted bids for the Card Access Entry – Buildings R & T project. 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 11:00 a.m. local time, Thursday, August 27, 2020, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance, John McGarry, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Steve Mazurek, Operations & Maintenance, Aaron Mikottis, Arcon & Associates, Inc. and representatives from CMM Group, F.H. Paschen, Edwin Anderson, Happ Builders, D Kersey Construction, and Berglund Construction.

It is recommended that the Board of Trustees accept the proposal submitted by F.H. Paschen, S.N. Nielson & Associates LLC in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

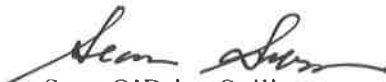
COMPANY

NET COST

F.H. Paschen, S.N. Nielson & Associates LLC
5515 N. East River Road
Chicago, IL 60656

\$231,870.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	03-70301017-580400005
A/C Name	LS FY17 CSU PH1
Budget	\$ 300,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 231,870.00
Balance	\$ 68,130.00

Memorandum

September 1, 2020

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Card Access Entry – Buildings R & T



Operations & Maintenance

Triton College received 6 bids from vendors for the Card Access Buildings R & T project.

The lowest, qualified bidder was F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternate No. 1 amount of \$231,870.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternate No. 1 amount of \$231,870.00.

I support this recommendation and agree that the bid should be awarded to F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternate No. 1 amount of \$231,870.00.

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

John



September 1, 2020

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

RE: BID RECOMMENDATION
CARD ACCESS ENTRY
BUILDINGS R & T
TRITON COLLEGE
PROJECT NO. 20079

Dear Mr. Lambrecht:

On Thursday, August 27, 2020 at 11:00 A.M. six (6) sealed bids were publicly opened and read for the Card Access Entry at Buildings R & T. The low qualified bidder was F.H. Paschen, S.N. Nielsen & Associates, LLC, in the Base Bid and Alternate No. 1 amount of \$231,870. The Bid includes the project contingency amount.

We contacted F.H. Paschen, S.N. Nielsen & Associates, LLC and they have confirmed their bid. The project requirements were reviewed and F.H. Paschen, S.N. Nielsen & Associates, LLC demonstrated an understanding of the scope of work and project time line. F.H. Paschen, S.N. Nielsen & Associates, LLC 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 Card Access Entry at Buildings R & T to the low qualified bidder, F.H. Paschen, S.N. Nielsen & Associates, LLC, in the Base Bid and Alternate No. 1 amount of \$231,870.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitello". The signature is written in a cursive style.

Gaspare P. Pitello, ALA
Associate Principal

Attachments

WMS/rac
J:\Triton College\20079 Card Access Entry @ R & T\1 Docs\Corr\20079 LOR.wpd

Project: Card Access Entry - Buildings R & T

Owner: Triton College

Project No.: 20079

Bid Date/Time: Thursday, August 27, 2020 @ 11:00 A.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: WALK-OFF CARPET TILES AT BUILDING R	TOTAL
1	Berglund Construction	x	x	\$298,145.00	\$5,840.00	\$303,985.00
2	CMM Group	x	x	\$290,115.00	\$5,500.00	\$295,615.00
3	D. Kersey	x	x	\$251,218.00	\$5,000.00	\$256,218.00
4	Edwin Anderson	x	x	\$234,300.00	\$4,000.00	\$238,300.00
5	F.H. Paschen, S.N. Nielsen & Associates, LLC	x	x	\$227,070.00	\$4,800.00	\$231,870.00
6	Happ Construction	x	x	\$233,200.00	\$4,000.00	\$237,200.00

Asbestos Abatement – Building E

11 firms submitted bids for the Asbestos Abatement – Building E project. 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 11:15 a.m. local time, Thursday, August 27, 2020, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance, John McGarry, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Steve Mazurek, Operations & Maintenance, Aaron Mikottis, Arcon & Associates, Inc. and representatives from Tecnica, Husar Abatement, and Kandu Construction.

It is recommended that the Board of Trustees accept the proposal submitted by Husar Abatement, LTD 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
Husar Abatement, LTD 10215 Franklin Ave. Franklin Park, IL 60131	\$71,091.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	03-70301008-580400005
A/C Name	LS FY08 Abatement
Budget	\$ 74,457.00
Prev. Expend.	\$ 0.00
Schedule	\$ 71,091.00
Balance	\$ 3,366.00

Memorandum

September 1, 2020

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Asbestos Abatement – Building E



Operations & Maintenance

Triton College received 11 bids from vendors for the Asbestos Abatement – Building E project.

The lowest, qualified bidder was Husar Abatement, LTD, in the Base Bid and Alternate No. 1 amount of \$71,091.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to Husar Abatement, LTD, in the Base Bid and Alternate No. 1 amount of \$71,091.00.

I support this recommendation and agree that the bid should be awarded to Husar Abatement, LTD, in the Base Bid and Alternate No. 1 amount of \$71,091.00.

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

John



September 1, 2020

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

RE: **BID RECOMMENDATION
ASBESTOS ABATEMENT
BUILDING E
TRITON COLLEGE
PROJECT NO. 20080**

Dear Mr. Lambrecht:

On Thursday, August 27, 2020 at 11:15 A.M. eleven (11) sealed bids were publicly opened and read for the Asbestos Abatement at Building E. The low qualified bidder was Husar Abatement, LTD, in the Base Bid and Alternate No. 1 amount of \$71,091. The Bid includes the project contingency amount.

We contacted Husar Abatement, LTD and they have confirmed their bid. The project requirements were reviewed and Husar demonstrated an understanding of the scope of work and project time line. Husar Abatement has performed on similar projects. We believe they are capable of performing well on the project also.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Asbestos Abatement at Building E to the low qualified bidder, Husar Abatement, LTD, in the Base Bid and Alternate No. 1 amount of \$71,091.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

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

Gaspare P. Pitello, ALA
Associate Principal

Attachments

WMS/rac
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Project: Asbestos Abatement - Building E

Owner: Triton College

Project No.: 20080

Bid Date/Time: Thursday, August 27, 2020 @ 11:15 A.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: ALL 2ND FLOOR ABATEMENT	TOTAL
1	Brock Industrial Services	x	x	\$285,500.00	\$18,250.00	\$303,750.00
2	Colfax Corporation	x	x	\$119,680.00	\$6,000.00	\$125,680.00
3	Cove Remediation	x	x	\$282,700.00	\$12,000.00	\$294,700.00
4	EHC Industries	x	x	\$132,000.00	\$14,750.00	\$146,750.00
5	Husar Abatement, LTD	x	x	\$66,891.00	\$4,200.00	\$71,091.00
6	Kinsale Contracting Group	x	x	\$157,371.21	\$19,000.00	\$176,371.21
7	M & O Environmental Company	x	x	\$112,200.00	\$9,500.00	\$121,700.00
8	Midway Contracting Group	x	x	\$110,110.00	\$7,000.00	\$117,110.00
9	NES Environmental	x	x	\$78,760.00	\$7,500.00	\$86,260.00
10	Tecnica Environmental Services	x	x	\$169,100.00	\$12,300.00	\$181,400.00
11	Valor Technology	x	x	\$113,300.00	\$6,400.00	\$119,700.00

3rd Floor Renovations – Building E

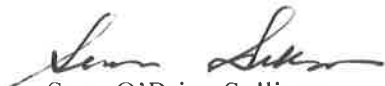
18 firms submitted bids for the 3rd Floor Renovations – Building E project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 11:30 a.m. local time, Thursday, August 27, 2020, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance, John McGarry, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Steve Mazurek, Operations & Maintenance, Aaron Mikottis, Arcon & Associates, Inc. and representatives from Lo Destro Construction, Clarion, Boller Construction, Drive Construction, Berglund, Walsh Construction, Integral, Happ, LJ Morse, All Construction, O'Malley Construction, FBG, PNK Construction, Kandu Construction, and F.H. Paschen.

It is recommended that the Board of Trustees accept the proposal submitted by F.H. Paschen, S.N. Nielson & Associates, LLC 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
F.H. Paschen, S.N. Nielson & Associates, LLC 5515 N. East River Road Chicago, IL 60656	\$268,200.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	03-70301021-530900010
A/C Name	LS FY21 Abatement
Budget	\$ 300,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 268,200.00
Balance	\$ 31,800.00

Memorandum

September 1, 2020

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: 3rd Floor Renovations – Building E



Operations & Maintenance

Triton College received 18 bids from vendors for the 3rd Floor Renovations – Building E project.

The lowest, qualified bidder was F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternates amount of \$268,200.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternates amount of \$268,200.00.

I support this recommendation and agree that the bid should be awarded to F.H, Paschen, S.N. Nielsen & Associates, LLC in the Base Bid and Alternates amount of \$268,200.00.

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

John



September 1, 2020

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

RE: BID RECOMMENDATION
THIRD FLOOR RENOVATIONS
BUILDING E
TRITON COLLEGE
PROJECT NO. 20100

Dear Mr. Lambrecht:

On Thursday, August 27, 2020 at 11:30 A.M. eighteen (18) sealed bids were publicly opened and read for the Third Floor Renovations at Building E. The low qualified bidder was F.H. Paschen, S.N. Nielsen & Associates, LLC, in the Base Bid and Alternates amount of \$268,200. The Bid includes the project contingency amount.

We contacted F.H. Paschen, S.N. Nielsen & Associates, LLC and they have confirmed their bid. The project requirements were reviewed and F.H. Paschen, S.N. Nielsen & Associates, LLC demonstrated an understanding of the scope of work and project time line. F.H. Paschen, S.N. Nielsen & Associates, LLC 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 Third Floor Renovations at Building E to the low qualified bidder, F.H. Paschen, S.N. Nielsen & Associates, LLC, in the Base Bid and Alternates amount of \$268,200.

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
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Project: 3rd Floor Renovations - Building E

Owner: Triton College

Project No.: 20100

Bid Date/Time: Thursday, August 27, 2020 @ 11:30 A.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: 2ND FLOOR CEILING & LIGHTING OFFICE E218	ALTERNATE NO. 2: REPLACE LIGHTING 3 RD FLOOR CLASSROOMS AND OFFICES	ALTERNATE NO. 3: NEW CARPET & PAINT	ALTERNATE NO. 4: REMOVE & REPLACE FLOORING 3 RD FLOOR CLASSROOMS & OFFICES	TOTAL
1	All Construction Group	x	x	\$200,530.00	\$12,200.00	\$105,300.00	\$33,700.00	\$128,300.00	\$480,030.00
2	Berglund	x	x	\$154,874.00	\$9,930.00	\$98,421.00	\$24,362.00	\$51,407.00	\$338,994.00
3	Boller Construction	x	x	\$136,400.00	\$8,600.00	\$96,000.00	\$38,000.00	\$130,000.00	\$409,000.00
4	Central Lakes Construction Company	x	x	\$178,200.00	\$14,145.00	\$107,200.00	\$26,440.00	\$33,900.00	\$359,885.00
5	Clarion Construction	x	x	\$216,810.00	\$9,900.00	\$91,700.00	\$26,500.00	\$37,400.00	\$382,310.00
6	D. Kersey	x	x	\$262,130.00	\$9,900.00	\$0.00	\$39,800.00	\$187,500.00	\$499,330.00
7	Drive Construction	x	x	\$137,170.00	\$10,440.00	\$106,490.00	\$38,900.00	\$107,900.00	\$400,900.00
8	FBG Corporation	x	x	\$169,837.00	\$23,894.00	\$123,560.00	\$24,025.00	\$49,540.00	\$390,856.00
9	F.H. Paschen, S.N. Nielsen & Associates, LLC	x	x	\$101,200.00	\$9,000.00	\$93,000.00	\$15,000.00	\$50,000.00	\$268,200.00
10	Happ	x	x	\$123,200.00	\$9,200.00	\$90,000.00	\$28,800.00	\$67,300.00	\$318,500.00
11	Integral Construction, Inc.	x	x	\$157,520.00	\$10,000.00	\$116,000.00	\$21,000.00	\$61,000.00	\$365,520.00
12	Kandu Construction, Inc.	x	x	\$193,600.00	\$11,000.00	\$117,000.00	\$33,000.00	\$117,000.00	\$471,600.00
13	LJ Morse	x	x	\$138,710.00	\$5,850.00	\$95,450.00	\$25,370.00	\$55,400.00	\$320,780.00
14	Lo Destro Construction	x	x	\$110,000.00	\$11,385.00	\$85,675.00	\$24,300.00	\$75,520.00	\$306,880.00
15	O'Malley Construction	x	x	\$84,907.10	\$84,518.83	\$92,016.00	\$20,767.50	\$52,291.50	\$334,500.93
16	PNK Construction - Added Bond Later	x	x	\$127,600.00	\$10,970.00	\$105,540.00	\$26,920.00	\$98,810.00	\$369,840.00
17	R. Mas, Inc.	x	x	\$173,690.00	\$26,000.00	\$90,000.00	\$40,000.00	\$100,000.00	\$429,690.00
18	Walsh	x	x	\$159,192.00	\$8,900.00	\$97,000.00	\$32,000.00	\$124,000.00	\$421,092.00