

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

CONTRACTS

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POLICY 3314

ADOPTED: 02/17/1998

AMENDED: 03/21/2000

AMENDED: 11/20/2001

AMENDED: 08/23/2005

AMENDED: 08/15/2006

AMENDED: 08/20/2013

AMENDED: 01/24/2023

“Contract” means an agreement, whether oral or written, for goods and/or services for which Triton College will be obliged to pay, will be obliged to perform, or will be entitled to receive payment.

A contract is the result of the relative interests and powers of the contracting parties. Therefore, it is rare for a contract to conclude all the issues of any contracting party in the manner the party would wish. However, it is incumbent upon every contracting party to identify its interests and evaluate the extent to which it will negotiate each interest. The College has identified the critical interests as enumerated in this Policy.

To the extent practical and achievable in consideration of all the facts and circumstances, including but not limited to the relative bargaining power of the contracting parties, every contract to which the College is a party shall:

1. Provide adequate warranty, representation and/or assurance that goods or services acquired by the College shall meet the College’s reasonable expectations with regard to quality and performance.
2. Will explicitly limit the College’s liability to an amount which is ascertainable and reasonable.
3. Set appropriate time parameters for performance.
4. Provide appropriate redress for nonperformance.
5. Provide for indemnification of the College, its affiliates, officers, directors, trustees, volunteers, employees, agents, and students.
6. Provide resolution of disputes by Illinois law in the Circuit Court of Cook County.

The foregoing items identified as critical interests of the College are not in lieu of but are in addition to the other interests arising in connection with a particular contract.

In order to achieve these substantive objectives, the following responsibilities are imposed upon College personnel and the College Attorney.

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There shall be a College Contract Manager under the jurisdiction of the Vice President of Business Services. The College Contract Manager shall have supervision over the process of contracting by employees of the College.

The College Contract Manager shall be the central repository of copies of all contracts (or Memoranda of Contracts).

The College Contract Manager shall, in consultation with the Vice President of Business Services, determine which contracts shall be sent to the College's liability insurance carrier(s).

Contracts up to \$1,000 may be negotiated and entered into by a college employee (the Requisitioner) when the funds have been budgeted and it is approved by the appropriate Dean level administrator or above and the College Contract Manager. If the Requisitioner's unit does not report to a Dean, the Vice President of the area shall approve the Contract.

Contracts over \$1,000 but at or under \$25,000 may be negotiated and entered into by the Vice President of Business Services.

Except as set forth by the provisions of Illinois law, contracts over \$25,000 shall be awarded through a competitive bidding process. Contracts over \$25,000 require the approval of the Requisitioner, the appropriate Dean level administrator or above, the College Contract Manager, the Vice President of the area, the President and the Board of Trustees. In the ordinary instance, contracts over \$25,000 shall be negotiated by the College Attorney. If, in the judgment of the College Contract Manager, the College's best interest would be served by having the terms of such a contract negotiated by College personnel, then it shall be so negotiated.

The College Attorney shall develop standard language for incorporation into contracts in excess of \$25,000 (and those contracts with a value of less than \$25,000 where practicable), covering the areas of 1) the law of Illinois, rather than the vendor's State, to be controlling; 2) the forum for resolution of any disputes; 3) indemnification of the College, its affiliates, officers, directors, trustees, volunteers, employees, agents, and

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students; 4) warranty of the product and/or service provided; 5) the vendor being an independent contractor and not an employee of the College; 6) limiting language to make clear that College officials are signers in official, and not personal, capacity; 7) time being of the essence in performance of contract; 8) no-bid rigging language; 9) vendor's possession of license and professional qualifications; 10) non-discrimination and maintenance of appropriate policies regarding sexual harassment; and 11) statutorily required language. In all cases in which this paragraph applies, every effort shall be made to incorporate the standard language described in this paragraph.

In any case in which the Board of Trustees is required to approve a contract, the recommendation to the Board of Trustees shall indicate whether or not the standard language is included. If the standard language is not included, the recommendation shall include a rationale as to why the Board of Trustees should approve the contract without the standard language.

The College Contract Manager, in consultation with the Finance Committee, shall establish time deadlines and provisions for the extension thereof for approval or denial of approval for all contracts.

Nothing contained in this Policy should be construed to supersede any requirement of State law that is stricter than the provisions of this Policy.